



Natural Resource Sector

Heritage Site Management Agreement Modification Agreement No. 7

MINISTRY CONTRACT/FILE NO.: **HSMA-04-02**

PROJECT NAME: **Managing and Operating**

THIS MODIFICATION AGREEMENT dated for reference February 17, 2017.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Heritage Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO Box 9818 Stn Prov Govt
Victoria BC V8W 0W3

Telephone: 250-366-1432 Fax: 250-358-2842 E-mail Address: roger.tinney@gov.bc.ca

Ministry Representative: Roger Tinney
Alternate (if applicable): Richard Linzey

AND

Barkerville Heritage Trust

(the "Contractor", "you", or "your" as applicable) at the following address:

Box 19
Barkerville BC V0K 1B0

Telephone: 250-984-3302

E-mail Address: Ed.coleman@barkerville.ca

Contractor Representative: Mr. Ed Coleman
Corporate Business Number:
WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference March 21, 2006 (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

1. Schedule "A" is amended to include the following site:
Cottonwood House

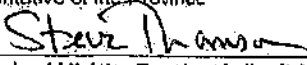
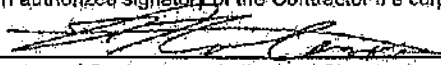
The buildings and grounds comprising 10.68 hectares more or less, commonly known as Cottonwood House,
located on Highway 26, specifically:

Parcel A (X34785) of District Lot 380, Cariboo District, Plan 31902, except Plan 30515, with both plans on deposit
in Prince George Land Titles Office.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province 	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation) 
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Minister Steve Thomson	Ed Coleman, CEO
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>8</u> day of <u>March</u> 20 <u>17</u>	Dated this <u>17</u> day of <u>Feb</u> 20 <u>17</u>



Natural Resource Sector

Heritage Site Management Agreement Modification Agreement No. 6

MINISTRY CONTRACT/FILE NO.: HSMA 04-02

PROJECT NAME: Managing and Operating

THIS MODIFICATION AGREEMENT dated for reference February 17, 2017.

BETWEEN:

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Barkerville Heritage Trust

(the "Contractor", "you", or "your" as applicable) at the following address:

Heritage Branch

Box 19

Barkerville BC V0K 1B0

(the "Province", "we", "us", or "our" as applicable) at the following address:

Telephone:

E-mail Address:

PO Box 9818 Stn Prov Govt

250 994-3302

Ed.coleman@barkerville.ca

Victoria BC V8W 9W3

Telephone: 250 356-1432 Fax: 250 356-2842 E-mail Address: roger.linney@gov.bc.ca

Contractor Representative: Mr. Ed Coleman

Corporate Business Number:

WorkSafe BC No: and/or POP No.

Ministry Representative: Roger Linney

Alternate (if applicable): Richard Linzey

A. The Parties entered into an Agreement dated for reference March 21, 2005 (hereinafter called the "Agreement").

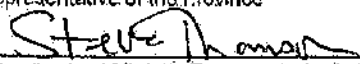
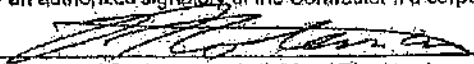
B. The Parties agree to amend the Agreement as follows:

1. Pursuant to paragraph 15.01 of the Agreement the Province has elected to renew the Agreement for an additional 5 year period, on the previously agreed terms and conditions, commencing April 1, 2020 until March 31, 2025.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Signature of authorized Ministry Expense Authority)	(Signature of Contractor or Authorized Signatory)
Minister Steve Thomson	Ed Coleman, CEO
(PRINTED NAME of authorized representative)	(PRINTED NAME of Contractor or authorized signatory)
Dated this <u>8</u> day of <u>March</u> 20 <u>17</u>	Dated this <u>17</u> day of <u>Feb</u> 20 <u>17</u>



Natural Resource Sector

Heritage Site Management Agreement Modification Agreement No. 5 (2016/17 Operational Support)

MINISTRY CONTRACT/FILE NO.: **HSMA 04-02**

PROJECT NAME: **Managing and Operating
Barkerville Historic Town**

THIS MODIFICATION AGREEMENT dated for reference April 1, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Heritage Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO Box 9818 Stn Prov Govt
Victoria BC V8W 9W3

Telephone: 250 356-1432 Fax: 250 356-2842 E-mail Address: roger.linney@gov.bc.ca

Ministry Representative: Roger Tinney

Alternate (if applicable): Richard Linzey

AND

Barkerville Heritage Trust

(the "Contractor", "you", or "your" as applicable) at the following address:

Box 19
Barkerville BC V0K 1B0

Telephone: 250 994-3302 Fax:

E-mail Address:
ed.coleman@barkervill
e.ca

Contractor Representative: Mr. Ed Coleman, CEO

Corporate Business Number:

WorkSafe BC No: and/or POP No:

A. The Parties entered into an Agreement dated for reference March 21, 2005, (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows:

1. Pursuant to paragraph 3.06 the Province will provide financial assistance in the amount of **\$2,400,000** for the year April 1, 2016, through March 31, 2017.
2. The funding will be provided as follows:

First Payment:	April 2016	\$ 1,800,000
Second Payment	October 2016	\$ 300,000
Third Payment	January 2017	\$ 300,000
3. You must invoice Heritage Branch for each payment in order to initiate the payment.
4. You are required to declare any amounts of funds you owe to the Province under legislation or any agreement and that amounts or debts due may be offset against these amounts owing to the government.
5. Should you be or become in default of the Agreement, this funding may be recovered by the Province.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

Robert Turner

(PRINTED NAME of authorized representative)

Dated this 21 day of APRIL 2016

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a corporation)

(Signature of Contractor or Authorized Signatory)

Printed Name Ed Coleman, CEO

(PRINTED NAME of Contractor or authorized signatory)

Dated this 21 day of April 2016



Ministry of
Forests, Lands and
Natural Resource Operations

**Heritage Site Management
Agreement Modification
Agreement No. 4
(2015/16 Operational Support)**

MINISTRY AGREEMENT/FILE NO.: **HSMA 04-02**

PROJECT NAME: Managing and Operating Barkerville
Historic Town

THIS MODIFICATION AGREEMENT dated for reference April 1, 2015.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Heritage Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO Box 9818 Stn Prov Govt
Victoria BC V8W 9W3

Telephone: 250 356-1432 Fax: 250 356-2842 E-mail Address: Mark.brown@gov.bc.ca

Ministry Representative: Mark Brown
Alternate (if applicable): Richard Linzey

AND

The Barkerville Heritage Trust

(the "Site Manager", "you", or "your" as applicable) at the following address:

Box 19
Barkerville BC V0K 1B0

Telephone: 250 994-3302 Fax: N/A E-mail Address: Ed.coleman@barkerville.ca

Site Manager Representative: Mr. Ed Coleman, CEO
Business Number: and/or POP No.
WorkSafe BC No:

A. The Parties entered into an Agreement executed March 21, 2005, (hereinafter called the "Agreement").

B. The Parties agree to amend the Agreement as follows:

- Pursuant to paragraph 3.06 the Province will provide financial assistance in the amount of **\$1,980,000** for the year May 1, 2015 through March 31, 2016.
- The funding will be provided as follows:

First Payment:	May 2015	\$ 1,600,000
Second Payment	October 2015	\$ 190,000
Third Payment	January 2016	\$ 190,000
- You must invoice Heritage Branch for each payment in order to initiate the payment.
- You are required to declare any amounts of funds you owe to the Province under legislation or any agreement and that amounts or debts due may be offset against these amounts owing to the government.
- Should you be or become in default of the Agreement, this funding may be recovered by the Province.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

Gary Townsend

(PRINTED NAME of authorized representative)

Dated this 8th day of April 2015

SIGNED AND DELIVERED by or on behalf of the Site Manager
(or by an authorized signatory of the Site Manager if a
corporation)

(Signature of Site Manager or Authorized Signatory)

Printed Name Ed Coleman, CEO

(PRINTED NAME of Site Manager or authorized signatory)

Dated this 07 day of April 2015



Ministry of
Forests, Lands and
Natural Resource Operations

Contract Modification
Agreement No. 3
(2014/15 Operational Support)

MINISTRY CONTRACT/FILE NO.: **HSMA 04-02**

PROJECT NAME: Managing and Operating Barkerville
Historic Town

THIS MODIFICATION AGREEMENT dated for reference April 1, 2014.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

Heritage Branch

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO Box 9818 Stri Prov Govt
Victoria BC V8W 9W3

Telephone: 250 356-1432 Fax: 250 356-2842 E-mail Address: Mark.brown@gov.bc.ca

Ministry Representative: Mark Brown
Alternate (if applicable): Jennifer Iredale

AND

Barkerville Heritage Trust

(the "Contractor", "you", or "your" as applicable) at the following address:

Box 19
Barkerville BC V0K 1B0

Telephone: 250 994-3302 Fax: E-mail Address: <email>

Contractor Representative: Mr. Ed Coleman, CEO
Business Number:
WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference April 1, 2005, (hereinafter called the "Agreement"),

B. The Parties agree to amend the Agreement as follows:

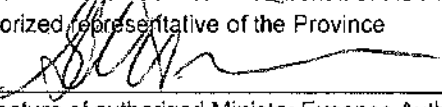
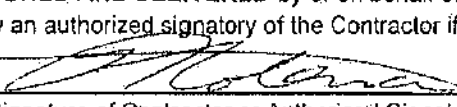
1. Pursuant to paragraph 3.06 the Province will provide financial assistance in the amount of **\$1,835,000** for the year April 1, 2014 through March 31, 2015.
2. The funding will be provided as follows:

First Payment:	April 2014	\$ 1,600,000
Second Payment	October 2014	\$ 235,000
3. You must invoice Heritage Branch for each payment in order to initiate the payment.
4. You are required to declare any amounts of funds you owe to the Province under legislation or any agreement and that amounts or debts due may be offset against these amounts owing to the government.
5. Should you be or become in default of the Agreement, this funding may be recovered by the Province.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province  (Signature of authorized Ministry Expense Authority) Gary Townsend (PRINTED NAME of authorized representative) Dated this <u>30</u> day of <u>April</u> 20 <u>14</u>	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)  (Signature of Contractor or Authorized Signatory) Printed Name <u>Ed Coleman</u> (PRINTED NAME of Contractor or authorized signatory) Dated this <u>30</u> day of <u>April</u> 20 <u>14</u>
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Ministry of
Forests, Lands and
Natural Resource Operations



Contract Modification Agreement No. 2

MINISTRY CONTRACT/FILE NO.: **C04740011 (HSMA 04-02)**

PROJECT NAME: **Barkerville Historic Town**

THIS MODIFICATION AGREEMENT dated for reference April 1, 2011

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the MINISTER OF FORESTS,
LANDS AND NATURAL RESOURCE OPERATIONS

HERITAGE BRANCH

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO BOX 9818 STN PROV GOVT
VICTORIA, BRITISH COLUMBIA V8W 9W3

Telephone: Fax: E-mail Address:
(250) 387-9166 (250) 356-2842 Mark.Brown@gov.bc.ca

Ministry Representative: Mark Brown

Alternate (if applicable): Ken Pedlow

AND

Barkerville Heritage Trust

(the "Contractor", "you", or "your" as applicable) at the following address:

Box 19, Barkerville, BC V0K 1B0

Telephone: Fax: E-mail Address:
(250) 994-3302 (250) 994-3435 Judy.campbell@barkerville.ca

Contractor Representative: Judy Campbell

Corporate Business Number:

WorkSafe BC No: and/or POP No.

A. The Parties entered into an Agreement dated for reference **March 21, 2005**, identified as **HSMA 04-02 Barkerville Historic Town** and the first **Modification Agreement** effective **March 31, 2009** "(hereinafter called the "Agreement")

B. The Parties agree to amend the Agreement as follows:

1. This Modification Agreement is effective April 1, 2011.
2. Modify Clause 10.05 as follows:

Delete the following:

We will pay the salary and benefits of the Seconded Employees while they work at the Site. After March 31, 2009, the Site Manager will reimburse the full cost of the wages and benefits of the Seconded Employees.

Replace with the following:

We will pay the salary and benefits of the Seconded Employees while they work at the Site. Between April 1, 2009 and March 31, 2011 the Site Manager will reimburse the full cost of the wages and benefits. This reimbursement will be payable after April 1, 2012 and before September 30, 2012. Between April 1, 2011 and March 31, 2012 the Site Manager will not have to reimburse the salaries and benefits of the Seconded Employees.

C. In all other respects, the Agreement is confirmed.

D. Time is of the essence in this Modification Agreement.

The Parties duly execute this Modification Agreement as follows:

SIGNED AND DELIVERED on behalf of the Province by an
authorized representative of the Province

(Signature of authorized Ministry Expense Authority)

Printed Name **MARK BROWN**

(PRINTED NAME of authorized representative)

Dated this **23** day of **June** 2011

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a corporation)

(Signature of Contractor or Authorized Signatory)

Printed Name **Susan Morhun**

(PRINTED NAME of Contractor or authorized signatory)

Dated this **17** day of **June** 2011

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

The Ministry of Tourism, Culture and the Arts

(the "Province", "we", "us", or "our", as applicable)

AND

**Barkerville Heritage Trust
Box 19
Barkerville BC V0K 1B0**

(the "Contractor", the "Site Manager", "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated March 21, 2005 identified as
HSMA 04-02 Barkerville Historic Town (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) This Modification Agreement is effective March 31, 2009.
- (2) Modify Clause 3.03 (b) as follows:

Delete the following:

On May 1, 2005, and on May 1 of each of the following years, up to and including May 1, 2009,
the Province will pay the Site Manager financial assistance in the amount of \$750,000.00.

Replace with the following:

**On May 1, 2005, and on May 1 of each of the following years, up to and including
May 1, 2008, the Province will pay the Site Manager the amount of \$750,000.00. Effective
April 1, 2009, the Province will pay the Site Manager the amount of \$1.00 per year for
three years plus other valuable consideration, the receipt and sufficiency of which is
acknowledged by each party.**

- (3) Modify clause 3.03 (f) as follows

Delete the following:

Starting on July 1, 2005, and on every following October 1, January 1, March 31 and July 1, up to and including
March 31, 2010, the Site Manager shall reimburse the Province for the costs which the Province incurs for the
wages and benefits of the Seconded Employees for the immediately preceding three months.

Replace with the following:

**Starting on July 1, 2005, and on every following October 1, January 1, March 31 and July 1, up to and
including March 31, 2009, the Site Manager shall reimburse the Province for the costs which the
Province incurs for the wages and benefits of the Seconded Employees for the immediately preceding
three months.**

- (4) Modify clause 3.03 (g) as follows

Delete the following:

If the Seconded Employees receive an increase in wages or benefits during the Term, the Province will pay the Site Manager the amount of the costs of the increase on May 1 of the Province's fiscal year in which the increase in wages or benefits takes effect.

Replace with the following:

If the Seconded Employees receive an increase in wages or benefits during the Term, the Province will pay the Site Manager the amount of the costs of the increase on May 1 of the Province's fiscal year in which the increase in wages or benefits takes effect up to and including March 31, 2009.

- (5) Modify Clause 9.01 by adding

(c) Comply with the principles and practices of the *Standards and Guidelines for the Conservation of Historic Places in Canada* when undertaking conservation activities at the site.

(d) Apply for a *Heritage Alteration Permit* for activities impacting the historic resources of the Site and comply with the requirements made by the Province in the issuance of such a permit.

(e) Apply for a *Heritage Alteration Permit* for activities impacting the archaeological resources of the Site and comply with the requirements made by the Province in the issuance of such a permit.

- (6) Modify Clause 10.05 as follows:

Delete the following:

We will pay the salary and benefits of the Seconded Employees while they work at the Site.

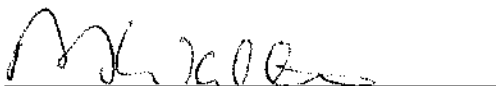
Replace with the following:

We will pay the salary and benefits of the Seconded Employees while they work at the Site. After March 31, 2009, the Site Manager will reimburse the full cost of the wages and benefits of the Seconded Employees.

- (7) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 23rd day
of March, 2009 on behalf of the
Province by its duly authorized representative:

Signature:

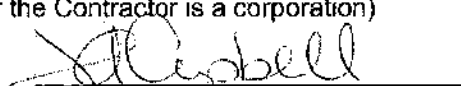


Print name:

Peter Walters

SIGNED AND DELIVERED on the 18
day of March, 2009 by or on
behalf of the Contractor (or by its authorized signatory
or signatories if the Contractor is a corporation)

Signature:



Print name:

Judy Campbell

HERITAGE SITE MANAGEMENT AGREEMENT

For: Managing and operating Barkerville Historic Town

Term: **From and including:** April 1, 2005
("Commencement Date")

To and including: March 31, 2020
("Expiry Date"), unless cancelled, terminated or renewed.

BETWEEN:

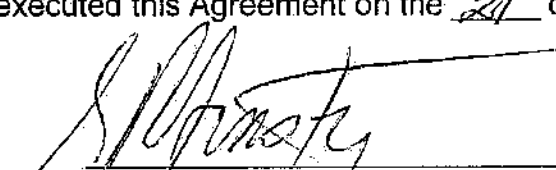
<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, Represented by the Minister of Community, Aboriginal & Women's Services (referred to as the "Province", "we", "us" and "our"), at the address opposite:</p>	<p>Address, Phone, Fax, & E-mail PO Box 9818 stn.prov.gov. Victoria, BC V8W 9W3 Phone (250) 356-1432 Fax (250) 356-7796 heritage@gems2.gov.bc.ca</p>
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AND:

<p>The Barkerville Heritage Trust, duly incorporated in British Columbia, with incorporation number S-0048241 (referred to as the "Site Manager", "you" and "your"), at the address opposite:</p>	<p>Address, Phone, Fax, & E-mail: Box 19 Barkerville, BC V0K 1B0 Phone (250) 994-3302 Fax (250) 994-3435 email</p>
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IN WITNESS WHEREOF the parties have executed this Agreement on the 21st day
of March, 2005.


Authorized Signatory for Site Manager


Authorized Signatory for Her Majesty
the Queen in right of the Province of
British Columbia



HSMA 04-02 Barkerville Historic Town

NOW THEREFORE, for good and valuable consideration, provided by each party to the other, the parties agree as follows:

DEFINITIONS



1.01 In this Agreement:

- (a) "Agreement" means this agreement, any amendments made to it from time to time, and includes all schedules to it;
- (b) "Archives" means documents of historical interest, catalogued by the Province and listed in the Artifacts and Archives Schedule;
- (c) "Artifacts" means objects of historical interest at the Site, catalogued by the Province and listed in the Artifacts and Archives Schedule;
- (d) "BCGEU" means the British Columbia Government and Service Employees' Union;
- (e) "Collective Agreement" means the master agreement and applicable component agreements between the Province and the BCGEU, in effect as of the date this Agreement was executed, and as amended from time to time;
- (f) "Existing Environmental Claim" means any claim, demand, suit, action, cause of action, investigation, inquiry, proceeding, order, pollution abatement order, remediation order, notice of non-compliance, regulatory requirement, prosecution or determination of any kind whatsoever or whensoever made or arising, asserted or threatened, formally or informally, pursuant to or based upon any law of the Province of British Columbia or Canada, for any damage, contamination, pollution, impairment or destruction of or injury to, the natural environment, where such claim arises from any action or inaction of the Province prior to the Commencement Date.
- (g) "Heritage Object" means personal property that has heritage value to British Columbia, a community or an Aboriginal people;
- (h) "Hours of Operation" means, at a minimum, the hours set out in the Management Schedule;
- (i) "Infrastructure" means the physical structures, buildings, improvements, built-in fixtures and installations, including but not limited to, plumbing, heating and electrical installations;

Site Manager's Initials 
Province's Initials 

HSMA 04-02 Barkerville Historic Town

- (j) "New Archival Records" means any archival records created or received by the Site Manager, after the Commencement Date;
- (k) "New Artifact Records" means any artifact records created or received by the Site Manager, after the Commencement Date;
- (l) "New Infrastructure Records" means any infrastructure records created or received by the Site Manager, after the Commencement Date;
- (m) "Provincial Manager" means the Province's employee responsible for the management of this Agreement;
- (n) "Provincial Records" means all records of the Province which are listed in the Provincial Records Schedule;
- (o) "Province's Equipment" means the equipment owned by us described in the Equipment Schedule;
- (p) "Public Service Agency" means the Province's agency responsible for administration of the Collective Agreement;
- (q) "Rental Properties" means the properties listed in the Rental Properties Schedule;
- (r) "Season" means, during each year of this Agreement, the period when you are operating your business at the Site, as set out in the Management Schedule;
- (s) "Seconded Employee" means any one of the Province's employees seconded to the Site Manager as set out in the Secondment Schedule;
- (t) "Secondment" means a process by which the Province assigns one or more of its employees to work at the Site under the direction of the Site Manager and "seconds" and "seconded" have similar meanings;
- (u) "Semi-active Records" means any Provincial Records, New Archival Records, New Artifact Records or New Infrastructure Records, that the Site Manager determines, at any time during the Term, are not required for the operation of the Site.
- (v) "Site" means the land and improvements, including the Infrastructure, parking lots, campgrounds, and sewage lagoon at Barkerville Historic Town, Richfield Courthouse, and Blessing's Grave, all described in the Site Schedule;



Site Manager's Initials 
Province's Initials 

HSMA 04-02 Barkerville Historic Town

- (w) "Site Names" means the names given by us to the Site, or to any buildings on the Site;

GRANT OF RIGHTS

- 2.01 We grant to you, subject to the terms and conditions of this Agreement, permission to enter and use the Site and the Rental Properties:
- (a) to operate the Site for the purposes set out in the Management Schedule and to open it to the public;
 - (b) to sell merchandise and services on the Site;
 - (c) to use the Site for commercial filming, subject to any copyright held by an entity other than the Province;
 - (d) to use the Rental Properties for the purposes set out in the Management Schedule;
 - (e) to operate and manage a campground on the Site in a location satisfactory to the Province, and
 - (f) for other purposes approved in writing by us.
- 2.02 We grant to you the right to use the Artifacts, Archives, the Province's Equipment, Provincial Records, and any other property of ours located on the Site, and any records we provide to you, for the purpose of fulfilling the terms and conditions of this Agreement.
- 2.03 All the following terms, conditions and obligations in this Agreement survive the expiration, cancellation or termination of this Agreement by either party:
- (a) 3.01, 3.02, 3.04 to the extent of the time during which this Agreement is in effect, 3.10, 3.11, 4.01, 4.02, 4.03, 5.01, 5.04, 6.01, 6.02, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 9.12(c), (d), and (g), 9.14, 9.18(a) and (j), 9.20, 10.01, 11.03, 17.01 – 17.04, 17.06, and 19.01 – 19.04.
 - (b) requirements that you have to pay the costs and expenses of operating the Site and the Rental Properties, including but not limited to, taxes, levies, charges and assessments, costs of utilities, and costs payable to us or the Public Service Agency in relation to the Seconded Employees, any of which were accruing or due at the date of expiration, cancellation or termination of this Agreement.

Site Manager's Initials 
Province's Initials 

FINANCIAL TERMS AND FINANCIAL ASSISTANCE


Payments

- 3.01 You must pay all costs, expenses, utilities, taxes, levies, charges and assessments when due, which relate to the Site or the Rental Properties, which you incur as a result of operating the Site or using the Rental Properties.
- 3.02 (a) Any payments you make to us must be in the form of a cheque made payable to the Minister of Finance.
- (b) Any payments we make to you must be in the form of a cheque made payable to The Barkerville Heritage Trust.

Financial Assistance:



- 3.03 (a) Prior to March 31, 2005, the Province will pay the Site Manager financial assistance in the amount of \$1.65 million.
- (b) On May 1, 2005, and on May 1 of each of the following years, up to and including May 1, 2009, the Province will pay the Site Manager financial assistance in the amount of \$750,000.00.
- (c) After the second year of the Term, the Province will review the financial situation of the Site Manager and if the Province determines that the Site Manager needs additional financial assistance to operate and manage the Site, the Province may increase the amount of financial assistance it provides pursuant to paragraph 3.03 (b) on May 1, 2008 and May 1, 2009.
- (d) In order to receive additional financial assistance pursuant to paragraph 3.03(c), the Site Manager must provide documentation satisfactory to the Province to show that it has made best efforts to avoid requiring additional financial assistance.
- (e) The Province will not reduce the amount of funding which it provides pursuant to paragraph 3.03(b) or (c) on the basis that the Site Manager has received funding from other federal or provincial government programs.
- (f) Starting on July 1, 2005, and on every following October 1, January 1, March 31 and July 1, up to and including March 31, 2010, the Site Manager shall reimburse the Province for the costs which the Province incurs for the wages and benefits of the Seconded Employees for the immediately preceding three months.

Site Manager's Initials 

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- (g) If the Seconded Employees receive an increase in wages or benefits during the Term, the Province will pay the Site Manager the amount of the costs of the increase on May 1 of the Province's fiscal year in which the increase in wages or benefits takes effect.
- 3.04 The costs that the Province incurs for wages and benefits referred to in paragraph 3.03 are to be determined by the Province.
- 3.05 The Site Manager shall use the financial assistance provided by the Province pursuant to paragraphs 3.03 and 3.06 for the management, maintenance and operation of the Site.
- 3.06 (a) The Province may provide the Site Manager with financial assistance from May 1, 2010 to the Expiry Date, in such amounts as the Province determines are necessary for the proper maintenance and operation of the Site. In making such determinations, the Province shall take into consideration any profits made or deficits incurred by the Site Manager as a result of managing the Site.
- (b) On or before December 31, 2008, the Province will inform the Site Manager of the amount of any financial assistance which the Province will provide to the Site Manager for May 1, 2010 to May 1, 2015.
- (c) On or before December 31, 2013, the Province will inform the Site Manager of the amount of any financial assistance which the Province will provide to the Site Manager for May 1, 2015 to the Expiry Date.
- 3.07 The Province will pay the Site Manager \$2,000,000, as follows:
- (a) \$1 million upon the execution of this Agreement by both parties;
- (b) \$500,000 on or before April 15, 2005; and
- (c) \$500,000 on or before April 15, 2006.
- 3.08 The Site Manager shall use the \$2,000,000 referred to in section 3.07 for capital costs or for any unanticipated costs which are incurred in fulfilment of the terms and conditions of this Agreement.
- 3.09 For greater certainty, the Province will not request or require repayment of any of the \$2,000,000 referred to in paragraph 3.08, unless either:
- (a) the Provincial legislature passes legislation requiring repayment or

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- (b) (i) a determination has been made pursuant to Section 3.10 that the Site Manager has breached this Agreement, and
- (ii) if the breach can be remedied and the Province gives the Site Manager a reasonable time to remedy the breach, the Site Manager does not do so.

Effect of Inappropriate Use of Financial Assistance



- 3.10 If, in the opinion of the Province, the Site Manager does not use any of the funds it receives from the Province pursuant to this Agreement in accordance with the terms of this Agreement, then, subject to section 3.09, the parties will use the dispute resolution procedure set out in section 17 to attempt to resolve the problem, up to and including binding arbitration, if necessary. In the event that the arbitration award concludes that the Site Manager was in breach of this Agreement with respect to such funds, the Site Manager must pay to the Province the amount, as determined by the arbitrator, that has not been used in accordance with the terms of this Agreement.
- 3.11 Upon the request of the Province, the Site Manager will allow the Province to review and copy, or will provide copies of, all financial records, invoices, and other documentation relating to the expenditure of financial assistance provided by the Province pursuant to this Agreement.

Financial Assistance is subject to the *Financial Administration Act*

- 3.12 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Site Manager pursuant to this Agreement is subject to:
 - (a) there being sufficient money available in an appropriation, as defined in the *Financial Administration Act*, and every amendment made to it, (collectively, the "Act"), to enable the Province, in any fiscal year or part of it when any payment of money by the Province to the Site Manager falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in the preceding subparagraph.

FINANCIAL REPORTS

- 4.01 You must establish and maintain books of account and documentation for your operations at the Site and the Rental Properties and must prepare all statements in accordance with generally accepted accounting principles.



Site Manager's Initials 
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HSMA 04-02 Barkerville Historic Town

- 4.02 Within ninety (90) days of the end of your fiscal year during each year of the Term, you must deliver to us audited financial statements of your activities at the Site and the Rental Properties for the preceding fiscal year, including an income statement and a balance sheet.
- 4.03 On three working days' notice to you, we may inspect, take copies of and conduct audits of your financial records and other documentation relating to this Agreement. A working day is any day except Saturday, Sunday or a statutory holiday.

OTHER REPORTS AND INFORMATION

- 5.01 On or before March 1 of each year during the Term, you must provide us with a written report for the preceding calendar year, which includes:
- (a) a summary of the programs you provided to the public;
 - (b) the number of people attending the Site, per month, broken down by category of admission fee and including the number of people admitted at no charge;
 - (c) a summary of the maintenance which you carried out on the Site and at the Rental Properties;
 - (d) any significant damage to, deficiencies in, malfunctioning of or loss of the Province's property, including the Province's Equipment, Artifacts and Archives; and
 - (e) any other information which you wish to provide to us.
- 5.02 On or before December 31 of each year during the Term, you must provide us with a written report about the Site for the following calendar year, which includes:
- (a) your proposed programs;
 - (b) the Season and Hours of Operation;
 - (c) your financial projections;
 - (d) your marketing plan;
 - (e) proposed admission fees and any other fees to be charged to the public;
 - (f) your proposed maintenance of the Infrastructure; and

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
HSMA 04-02 Barkerville Historic Town

- (g) any proposed alterations to the Site.
- 5.03 On or before December 31 of each year during the Term, you must provide us with a written report about the Rental Properties for the following calendar year, which includes:
- (a) your financial projections;
 - (b) your proposed maintenance; and
 - (c) any proposed alterations.
- 5.04 On or before March 1 of each year during the Term, you must provide us with an electronic file containing any new information or updated information that you have added to the New Archival Records, the New Artifact Records and the New Infrastructure Records.

INDEMNITY, INSURANCE AND RISK

- 6.01 The Site Manager shall indemnify and save the Province harmless against all losses, claims, damages, actions, costs and expenses that the Province may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Site Manager, except for any liability arising from any act or omission of the Province.
- 6.02 The Province shall indemnify and save the Site Manager harmless against all costs and expenses that the Site Manager may sustain, incur, suffer or be put to at any time arising out of, or resulting directly or indirectly, from an Existing Environmental Claim in respect of the Site or the Rental Properties.
- 6.03 You shall, during the Term, provide, maintain and pay for, with insurers licensed in British Columbia, the following insurance:
- (a) commercial general liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. Such insurance must include, but shall not be limited to:
 - (i) products and completed operations liability;
 - (ii) owner's and contractor's protective liability;
 - (iii) blanket written contractual liability;
 - (iv) contingent employer's liability;
 - (v) personal injury liability;
 - (vi) non-owned automobile liability;
 - (vii) cross liability;

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

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- (viii) employees and volunteers as additional insureds;
 - (ix) broad form property damage;
 - (x) tenants' legal liability in an amount adequate to cover a loss to our premises occupied by you;
 - (xi) a waiver of subrogation in favour of the Province; and
 - (xii) operation of the camp grounds.
- (b) automobile liability on all vehicles owned, operated or licensed in your name and operated on the Site, in an amount of not less than \$2,000,000.00 per occurrence;
- (c) all risks property covering your furniture, fittings, fixtures, stock-in-trade and merchandise on the Site in an amount adequate to cover the replacement value of your property.

The Province is to be added as an additional insured under these policies except for automobile liability specified in section 6.03 (b).

- 6.04 Insurance required by this Agreement must be primary and not require any insurer of ours to share in or contribute to the payment of any loss.
- 6.05 Prior to the Commencement Date, and from time to time, as requested by the Province, you must provide us with a "Province of British Columbia Certificate of Insurance", from your insurer for all insurance required under this Agreement. When requested by us, you must provide a certified copy of the insurance policies and evidence that the premiums have been paid.
- 6.06 Insurance policies you maintain under this Agreement must be endorsed to provide us with 30 days prior written notice of cancellation or of a change to the policy.
- 6.07 If reasonably requested by us after the Commencement Date, you must increase the amount of the insurance required under paragraph 6.03, within ninety days of receiving such written notice.
- 6.08 The Province will not be liable to you for loss, damage, costs or expenses resulting from destruction or damage to your property or disruption of your operations.
- 6.09 You are responsible for the actions of all persons you allow on to the Site and the Rental Properties.
- 6.10 If any of the Artifacts, Archives or Province's Equipment is lost, damaged or destroyed and the damage, destruction or loss is due to your negligence, and if the item was designated as a Provincial heritage object pursuant to the *Heritage Conservation Act*, you will promptly inform us of the damage, destruction or loss

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and will, at your expense, follow our reasonable instructions to repair or replace the item, in accordance with any permit required pursuant to the *Heritage Conservation Act*, and in respect of any other item, at your expense, repair or replace the item, to our satisfaction. If an item is repaired or replaced, the item and its replacement belong to us.



- 6.11 If any of the Artifacts, Archives, or Province's Equipment is lost, damaged or destroyed and the damage, destruction or loss is not due to your negligence, then you will promptly inform us of the damage, destruction or loss and the Province may choose to repair or replace the item, at its expense. If the Province does not choose to repair or replace the item, you may do so, at your expense. If you replace the item, the replacement item belongs to you.
- 6.12 If the Site is damaged as a result of your negligence, and if the Site, or the part of it which is damaged, is designated as a Provincial heritage site, pursuant to the *Heritage Conservation Act*, then you will promptly inform us and, at your expense, follow our reasonable instructions to repair it, in accordance with any permit which may be required pursuant to the *Heritage Conservation Act* and, in respect of any damage, which is not part of a Provincial heritage site, repair it at your expense, to our satisfaction.
- 6.13 If any of the Rental Properties are damaged as a result of your negligence, then you must promptly repair the Rental Property.
- 6.14 If the Site or the Rental Properties are damaged other than as a result of your negligence, the Province may choose to repair the Site or the Rental Properties at its expense. If the Province does not choose to do so, you may do so at your expense.
- 6.15 The Site Manager is not required to maintain and manage the Archives, Artifacts and Equipment to a higher standard than the standard maintained by the Province at or about the Commencement Date.

NO ASSIGNMENT OF THE AGREEMENT

- 7.01 You must not sell, transfer or assign your rights under this Agreement without our prior written consent.

USE OF CONTRACTORS, NON-PROFIT ORGANIZATIONS AND VOLUNTEERS

- 8.01 (a) You may use contractors, non-profit organizations and volunteers to assist you in managing and operating the Site and Rental Properties, subject to (b) below.

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- (b) You must not use any one contractor or non-profit organization to carry out a substantial amount of the management or operation of the Site, without our prior written consent.

COVENANTS OF THE SITE MANAGER

Compliance with the terms of this Agreement and Instructions

9.01 You must:

- (a) use and occupy the Site and the Rental Properties in accordance with the terms and conditions of this Agreement; and
- (b) comply with our reasonable instructions relating to the Agreement, the Site and the Rental Properties.

Laws and Licences



9.02 You must

- (a) comply with all applicable laws, bylaws, orders, directions, ordinances and regulations relating to the Site, Rental Properties and to the Agreement;
- (b) obtain and maintain during the Term, all applicable licences and permits required to fulfil the terms and conditions of this Agreement; and
- (c) fulfil all applicable provisions of the *Criminal Records Review Act* R.S.B.C. 1996, ch. 86.

Maintenance and Operation of Site and Property

9.03 During the Term, you must:

- (a) keep and maintain the Site and the Rental Properties in a tidy, safe, clean and sanitary manner, to our satisfaction;
- (b) operate the Site in a professional, responsible and business-like manner and in a manner consistent with the heritage character of the Site;
- (c) take all reasonable precautions to prevent and suppress fires on the Site and at the Rental Properties;
- (d) not alter the surface or subsurface of the Site or the Rental Properties or remove or damage any archaeological or cultural artifact on the Site or

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Rental Properties, except as authorized by this Agreement or with our written consent;

- (e) take all reasonable precautions to prevent damage to or destruction of the Site, the Rental Properties or our property, including the Artifacts, Archives and the Province's Equipment;
- (f) maintain reasonable security satisfactory to us, at the Site and the Rental Properties;
- (g) keep all your and our property in good working order or replace it with equivalent property which is in good working order;
- (h) not, and ensure your employees and contractors do not, do anything to adversely affect our reputation or carry out any act or conduct which we reasonably consider to be improper or inappropriate, and
- (i) maintain the Infrastructure in at least the same condition that it was in on the Commencement Date.

Required Standards and Monitoring at the Site

- 9.04 You shall adhere to the standards for heritage stewardship, site management and programs, set by the Province.
- 9.05 (a) The Province will, at its expense, monitor and evaluate your performance in managing the Site and the Rental Properties.
- (b) The Province may monitor the Site and the Rental Properties by using various methods including:
- (i) inspections of the Site and Rental Properties;
 - (ii) formal, regular evaluation visits by one or more consultants;
 - (iii) informal and unannounced visits by contractors;
 - (iv) visitor satisfaction cards;
 - (v) unsolicited comments from visitors and others; and
 - (vi) reports required of you, as part of your annual reporting requirements.

Employees' Training

- 9.06 You shall obtain and ensure your employees obtain the training, skills and knowledge needed to operate the Site and manage the Rental Properties.

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Province's Initials a

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Reporting Problems

9.07 You shall inform us, as soon as possible, of:

- (a) any significant accidents, incidents and disturbances on the Site or at the Rental Properties;
- (b) any serious complaints about the Site or the Rental Properties or their operation; and
- (c) any safety hazard which could affect the Site or the Rental Properties.

No Construction or Alteration

9.08 You shall not:

- (a) construct, erect or place any permanent building, fixture, equipment, structure or improvement on the Site or the Rental Properties, except as authorized in writing by us.
- (b) alter the Site or the Rental Properties, except as authorized in writing by us or pursuant to this Agreement.

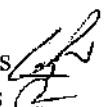

Avoiding Conflicts of Interest

- 9.09 You must not acquire any real or personal property with provenance to the Site which the Province may wish to acquire for, or in relation, to the Site, without first informing the Province and giving the Province the right to purchase the property.
- 9.10 You must inform potential donors of real and personal property with provenance to the Site that you are a Site Manager and refer all offers of and inquiries about such donations to a person designated by the Provincial Manager.

Provision of Programs, Presentations and Information

9.11 You must:

- (a) be able to provide visitors to the Site with basic information about the history, facilities and services at the Site;
- (b) allow us to view your programs and presentations at our convenience at least twice during each Season; and
- (c) ensure that at least some of your programs and presentations to the public include the themes set out in the Management Schedule.

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Records



9.12 You must:

- (a) not sell, destroy or otherwise dispose of the Provincial Records, the New Archival Records, the New Artifact Records or the New Infrastructure Records without our written consent;
- (b) allow the Province to have access to and make copies of the Provincial Records, the New Archival Records, the New Artifact Records and the New Infrastructure Records upon reasonable notice to you;
- (c) return the Provincial Records to the Province, and provide the Province with the New Archival Records, the New Artifact Records and the New Infrastructure Records upon the termination of this Agreement;
- (d) maintain the safe keeping and integrity of the Provincial Records, the New Archival Records, the New Artifact Records and the New Infrastructure Records during the Term, including taking reasonable security measures to protect the confidentiality of the records;
- (e) contact us when you no longer require the Semi-active Records at the Site and follow our reasonable instructions to transfer them to a government off-site storage facility designated by the Province, at our expense;
- (f) return any of the Provincial Records to the Province, on the written instructions of the Province; and
- (g) comply with the Privacy Protection Schedule.

Seconded Employees



9.13 You must carry out the daily management of the Seconded Employees. In particular, you must:

- (a) schedule and supervise the Seconded Employees' work in accordance with your requirements;
- (b) assign work to the Seconded Employees in accordance with the duties set out in their job descriptions on the Commencement Date, unless the parties agree to alter the job description;
- (c) provide the Seconded Employees with a reasonable standard of office space, technical support and the materials they need to fulfil their duties;

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- (d) reimburse the Seconded Employees for expenses you authorize that they incur in performing their work;
 - (e) provide such training to the Seconded Employees as you reasonably determine is necessary for them to carry out their work;
 - (f) review the performance of each Seconded Employee at least once per year and provide a copy of the review to us;
 - (g) discipline the Seconded Employees, if required, up to but not including suspension and dismissal and document your course of action;
 - (h) manage grievances of the Seconded Employees up to step one of the grievance procedure set out in the Collective Agreement;
 - (i) notify us in writing, with your documentation, if in your opinion, a Seconded Employee should be suspended or terminated;
 - (j) refer grievances to the Provincial Manager from step two up to, but not including, arbitration;
 - (k) deal directly with the Public Service Agency for grievances that proceed to arbitration; and
 - (l) allow the Public Service Agency to have sole authority over arbitration until the matter is resolved.
- 9.14 You must, within 30 days of receiving a request from us or from the Public Service Agency, reimburse us or the Public Service Agency, as applicable, for the costs incurred by us or the Public Service Agency, arising from grievances or arbitration, where the action which is the subject of the grievance or arbitration arose, or if ongoing, first occurred, after April 1, 2007.
- 9.15 On April 1, 2005, and on April 1 of every following year during the Term of this Agreement, you must pay the Public Service Agency a fee of up to \$850 (the amount of which is determined by the Public Service Agency) per Seconded Employee who will be working at the Site, for part or all of the period from April 1 to March 31 of the following year.
- 9.16 In fulfilling section 9.13 above, you must act consistently with the provisions of the Collective Agreement.
- 9.17 You shall be the prime contractor for the purposes of Part 3 – Occupational Health and Safety, of the *Workers Compensation Act*.

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
Other Obligations

9.18 You must:

- (a) not misrepresent your or the Province's rights or obligations under the Agreement, nor misrepresent any facts about the Province;
- (b) inform your employees and invitees of any hazards which may arise on the Site or at the Rental Properties;
- (c) feed and care for any domestic or farm animals on the Site, in accordance with the principles of good animal husbandry;
- (d) ensure that no one smokes on the Site except in areas designated by us as smoking areas;
- (e) conduct or assist us with visitor surveys, at our request;
- (f) exchange United States currency at a rate which is within \$0.10 Canadian of the amount that a major Canadian bank would pay for one U.S. dollar;
- (g) co-operate with us when we evaluate your performance with respect to this Agreement;
- (h) subject to section 14 of this Agreement, address all your communications regarding this Agreement to the Provincial Manager;
- (i) comply with all rules of the Province, made from time to time, governing the handling and use of the Artifacts by you, your contractors, employees and invitees;
- (j) at the expiry, cancellation or earlier termination of this Agreement, remove all your moveable assets; and
- (k) promptly, upon our request, provide us with evidence that all payments which you are required to pay to the Workers' Compensation Board have been paid.

9.19 You may, from time to time, as required to maintain sufficient security at the Site and the Rental Properties, change the locks and keys and install security cards or other devices at the Site and the Rental Properties. If you do so, you must promptly inform us of the changes and provide us with one copy of the new keys, equipment, security codes or other information, required to enter the Site and the Rental Properties and the buildings on the Site.

Site Manager's Initials 

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- 9.20 Notwithstanding any other term of this Agreement, the Site Manager will permit Hagar Business Services Ltd. ("Hagar") to use and occupy the area of the Site which is described as the "Permit Area" in the Operations Permit granted by the Province to Hagar and referenced as Park Use Permit No. CA9810132 (the "Permit"), for the purposes and subject to the conditions set out in the Permit, until the Permit expires on October 31, 2005.

COVENANTS OF THE PROVINCE

- 10.01 We will provide you with information, research materials, photographs, slides and electronic records about the Site, including its history, the Artifacts and the people associated with it, during the Term. At the expiry or earlier termination of the Term, you will return all documents, research materials, photographs and slides to us.
- 10.02 Before we make any changes to the Site or the Rental Properties, we will give you the opportunity to provide comments on any such proposed changes.
- 10.03 We will provide you with an orientation and training program, at the beginning of the Term, at your request and may provide a reasonable amount of training materials to you.
- 10.04 We will inform you of the results of any reviews which we conduct of your programs and presentations at the Site and will give you the opportunity to state whether or not you agree with such reviews.
- 10.05 We will pay the salary and benefits of the Seconded Employees while they work at the Site.
- 10.06 If any of the Seconded Employees
- (a) accepts a new position with Province,
 - (b) leaves government service, or
 - (c) is given substantially different duties by you from his or her duties on the Commencement Date
- then the Province will not be under any obligation to replace that Seconded Employee.
- 10.07 We will inform the Seconded Employees of the name of the person designated by the Province to handle grievances at the second step of the grievance procedures set out in the Collective Agreement.

Site Manager's Initials
Province's Initials



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10.08 We will promptly provide you with a current copy of the Collective Agreement and any amendments to it until there are no Seconded Employees employed at the Site.

RIGHTS OF THE PROVINCE

11.01 We retain all rights to the Site and the Rental Properties and the subsurface of the Site and the Rental Properties not otherwise specified in this Agreement, including but not limited to the following rights:

- (a) access to the Site and the Rental Properties,
- (b) to grant, lease or transfer our title to all or part of the Site and the Rental Properties to a new owner provided the new owner assumes substantially all our rights and responsibilities under this Agreement; and
- (c) to increase, decrease or cancel our staff and budget allocations to you and the Site at our sole discretion, subject to any other provisions in this Agreement.

11.02 We retain all copyright, as defined in the federal Copyright Act, and any amendments to it from time to time, which we presently hold in:

- (a) all our property on the Site, including the Artifacts and Archives; and
- (b) all research materials, photographs and slides we provide to you.



11.03 If the Site Manager makes any additions, alterations or improvements to the Site or the Rental Properties, these additions, alterations or improvements are considered to be part of the Site or the Rental Properties, as applicable, and owned by the Province. For greater certainty, if the Site Manager places any personal property on the Site or at the Rental Properties, this shall not be considered an addition, alteration or improvement.

MARKETING, ADVERTISING AND COMMUNICATIONS

Advertising

12.01 You may advertise the Site, and in doing so, may use all artwork related to the Site currently used by the Province in brochures, advertisements and posters in which the Province holds any copyright in this artwork.

12.02 The Province is under no obligation to advertise the Site.

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Highway Signage

- 12.03 Nothing in this Agreement prevents you from applying, at your own expense, to the Ministry of Transportation, for the use of Ministry of Transportation signs for heritage sites.

Websites



- 12.04 You may set up a website about the Site.
- 12.05 The Province may at its sole discretion, provide a link from its websites to your website about the Site, or may list your URL or other contact information on its website.

STAFFING

- 13.01 Subject to sections 8.01 and 10.05, you will hire any employees and contractors you need to work at the Site. All such employees and contractors hired by you will be your employees and contractors and not ours and you will not represent that they are provincial employees or contractors.

NOTICES

- 14.01 Any notices contemplated by this Agreement, to be effective, must be in writing and be:
- (a) sent by fax to the addressee's fax number specified in this Agreement;
 - (b) delivered by hand or mailed by pre-paid mail to the addressee's address specified in this Agreement;
 - (c) e-mailed to the e-mail address specified in this Agreement; or
 - (d) if the notice is given by the Province, posted in a conspicuous place in the Site.
- 14.02 Any notice mailed in accordance with subsection (b) is deemed to be received on the fifth day after mailing except during a postal interruption, when actual receipt is required.
- 14.03 Either of the parties may give notice to the other of a new address, fax number or e-mail address, from time to time.

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RENEWAL

- 15.01 The Province and the Site Manager may renew this Agreement, for an additional term of up to five (5) years, on the same or similar terms and conditions as are set out in this Agreement.
- 15.02 We are not obliged to renew or extend this Agreement.

GENERAL

- 16.01 Time is of the essence in this Agreement.
- 16.02 A waiver by the Province of any term of this Agreement or of any breach by the Site Manager of this Agreement is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.
- 16.03 No modification of this Agreement is effective unless it is in writing and signed by the Site Manager and the Province.
- 16.04 You are an independent contractor and not our employee, agent or partner.
- 16.05 This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to fulfil the terms and conditions of this Agreement. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 16.06 This Agreement and any modifications to it constitute the entire Agreement between the parties with respect to the Site and the Rental Properties.
- 16.07 This Agreement is not a lease and does not create an interest in land.
- 16.08 This Agreement is a contract pursuant to Article 24 of the Collective Agreement.
- 16.09 (a) The Province may list objects in the schedules to this Agreement by using a summary of the types of objects or by reference to lists, boxes, binders or catalogues. If the reference is to lists, binders or catalogues, then the Province will make best efforts to provide the lists, binders or catalogues, as applicable, to the Site Manager, as soon as they are completed.
- (b) On or before May 1, 2005, or thirty days after you receive the lists, binders and catalogues, whichever is the later, you will inform us of any discrepancies between the objects listed in the lists, boxes, binders, and catalogues and the objects at the Site and, unless we can prove that the object was at the Site at the Commencement Date, we will amend the lists, binders, boxes and catalogues

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accordingly, and such an amendment will be considered an amendment to the applicable schedule.

DISPUTE RESOLUTION

17.01 If you have a dispute with us, in connection with the Agreement, you must:

- (a) deliver notice, in writing, of the dispute to the Provincial Manager;
- (b) if the dispute is still unresolved, deliver notice, in writing, of the dispute to the Assistant Deputy Minister responsible for the Heritage Branch; and
- (c) if the dispute is still unresolved, refer the matter to binding arbitration, administered by the B.C. International Commercial Arbitration Centre under its rules.

17.02 Once notice has been delivered, the parties must each make reasonable efforts to resolve the dispute, within 14 days, except in the case of 17.01(c) which shall be within 30 days.

17.03 (a) If we have a dispute with you in connection with the Agreement, we must deliver notice of the dispute, in writing, to you. Upon delivery of the notice, the parties must make reasonable efforts to resolve the dispute within 21 days.

- (b) If the dispute is still unresolved, we must refer the matter to binding arbitration, administered by the B.C. International Commercial Arbitration Centre, under its rules.



17.04 Before meeting to resolve any dispute, the parties may attempt to resolve the dispute by telephone, facsimile and e-mail.

17.05 If a meeting is required, the Provincial Manager will meet with you at the Site or at a mutually agreed upon location.

17.06 The time limits set out in section 17 may be extended by agreement of the parties.

CANCELLATION AND TERMINATION

18.01 If any of the following occur, we may cancel this Agreement immediately upon notice to you:

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- (a) you do not fulfil any term or condition of this Agreement and such default is not remedied within such reasonable period of time as determined by the Province and provided to you in a written notice of the default;
- (b) you misrepresented any information either on the documents which led to us granting you this Agreement or which were required by this Agreement;
- (c) the Site, in our opinion, is damaged, rendered inoperable, unsafe or is destroyed by any cause;
- (d) you make an assignment in bankruptcy, are petitioned into bankruptcy, you become insolvent, or take the benefit of any statute for insolvent debtors;
- (e) any of your assets are seized from the Site or the Rental Properties; or
- (f) an adjudicator determines that you or any of your employees present a "risk" under the *Criminal Records Review Act*.

18.02 You may cancel this Agreement immediately upon written notice to us if we do not pay you the financial assistance in paragraphs 3.03 and 3.07.

18.03 You may terminate this Agreement by providing written notice to us. In such event, the Agreement will terminate one year after the date that such notice is provided and upon that date, each party will be released and discharged from its obligations, except for those set out in section 2.03 and except for any additional obligations to which the parties agree.

18.04 The parties may agree to terminate this Agreement. In such event, each party will be released and discharged from its obligations, subject to any agreement to the contrary.



INTERPRETATION

19.01 In this Agreement, unless the context requires otherwise, singular includes plural and masculine includes feminine, a neuter form, a corporation and body politic.

19.02 Captions and headings in the Agreement are for convenience and not to define or limit the scope or intent of the Agreement.



19.03 A reference to an enactment refers to an enactment of the Province of British Columbia unless otherwise stated.

19.04 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.

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- 19.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 19.06 In this Agreement, "we", "us", and "our" refer to the Province alone and never refer to the combination of you and the Province; that combination is referred to as "the parties".
- 19.07 Nothing in this Agreement is intended to conflict with any obligation of the Province pursuant to any collective agreement in effect between the Province and the unions representing employees of the Province. If there is a conflict between the obligations of the Province pursuant to a collective agreement and pursuant to a term of this Agreement, the conflicting term of this Agreement shall be inoperative to the extent of the conflict.

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SCHEDULE "A"


SITE


Barkerville Historic Town

All Crown Land in Cariboo District described as:

Commencing at the most easterly corner of Lot 10969, (Placer Lease 3536);

- thence South-westerly along the south-easterly boundary of said Lot 10969 (Placer Lease 3536) to the most southerly corner thereof;
- thence Easterly along the westerly prolongation of the northerly boundary of Ballarat company Mining Claim No. C.G. 5F to the most northerly corner thereof;
- thence Easterly along the said northerly boundary of Ballarat Company Mining Claim no. C.G. 5F to a point, said point being the most northerly corner of Lot 10975, (Placer Lease 3533);
- thence Southerly along the easterly boundary of said Lot 10975 (Placer Lease 3533) to a point of intersection with the northerly boundary of Forest Rose Company Mining Claim No, C.G. 33F;
- thence Easterly and Southerly along the northerly and easterly boundaries of Forest Rose Company Mining Claim No. C.G. 33F to the most easterly corner of California Tunnel Company Mining Claim No. C.G. 34F;
- thence Southerly and Westerly along the easterly and southerly boundaries of said California Tunnel Company Mining Claim No. C.G. 34F to an Iron Pin, said Iron Pin lying N. 21° 20' 30" E. of the most easterly corner of the New Aurora Company Mining Claim No. C.G. 47F as shown on Plan 2T954 on file in the Surveyor General Branch, Ministry of Crown Lands, Victoria;
- thence S. 21° 20' 30" W. to the said most easterly corner of New Aurora company Mining Claim No. C.G. 47F;
- thence Southerly along the easterly boundary of said New Aurora Company Mining Claim No. C.G. 47F to the most north-easterly corner of United company Mining Claim No. C.G. 48F;
- thence southerly along the easterly boundary of said United Company Claim No. C.G. 48F to the most northerly corner of Lot 3938;
- thence South-easterly, South-westerly and North-westerly along the easterly, southerly and westerly boundaries of said Lot 3938, to the most easterly corner of Lot 10482 (Babs Fraction Mineral claim);
- thence North-westerly along the northerly boundary of said Lot 10482 (Babs Fraction Mineral Claim) to the easterly boundary of Black Jack Mining Claim No. C.G. 1B;
- thence Northerly, Westerly and South-westerly along the easterly, northerly and westerly boundaries of said Black Jack Mining Claim No. C.G. 1B to a point thereon, said point lying S. 43° E. from Post "C" on the Southerly boundary of Wintrip Mining

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Claim No. C.G. 32F as shown on Official Field Notes dated June 1933 on file in the Surveyor General Branch, Ministry of Crown Lands, Victoria;

- thence N. 43° W. to said Post "C" on the southerly boundary of Wintrip Mining Claim No. C.G. 32F;
- thence Northeasterly in a straight line to the most southerly corner of Lot 10516 (Venus Fraction Mineral Claim);
- thence North-easterly in a straight line to a point on the westerly boundary of Lot 10389 (Progress No. 6 Mineral Claim), said point being the most easterly corner of Lot 11454 (Noisy Enemy Fraction Mineral Claim);
- thence Northerly, Easterly and Northerly along the westerly boundary of said Lot 10398, (Progress No. 6 Mineral Claim) to the most northerly corner thereof;
- thence North-easterly in a straight line to the most westerly corner of Lot 7531;
- thence North-easterly along the northerly boundary of said Lot 7531 to the most southerly corner of Lot 7566;
- thence North-easterly and Northerly along the southerly and easterly boundaries of said Lot 7566 to the Northeast corner thereof;
- thence North-westerly in a straight line to the most southerly corner of Lot 10970 (Placer Lease 3537);
- thence North-westerly, Northerly and South-easterly along the southerly, westerly and northerly boundaries of said Lot 3939 to the most northerly corner of Lot 10969 (Placer Lease 3536);
- thence Southerly along the northerly boundary of said Lot 10969 (Placer Lease 3536) to the point of commencement.



Save and Except:

(a)

- The surface and under-surface of that part of District Lot 10970 Cariboo District lying Southwest of Highway #26, except under-surface of Lot 10373.
- The surface and under-surfaces of that part of DL10970 lying Northwest of Highway #26 and shown as Sani-Station on Parks Branch drawing #12-63.
- That part of under-surface Lot 10373 lying within the boundaries of DL 10970.

(b) Commencing at the most northerly corner of District Lot 7531, Cariboo District:

- thence South-westerly along the north boundary of said DL 7531 to the Southeast corner of Lot 39 of Block A of DL 7566, Plan 2382;
- thence North-westerly along the west boundaries of Lot 39 and Lot 38 of said Plan 2382;
- thence South-westerly along the north boundary of said Lot 38 and the south-westerly production of said north boundary to a point, said point lying due north of the most westerly point of DL 7531;

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- thence due South to said most westerly point;
- thence South-easterly along the southerly boundary of DL 7531 to the most southerly corner of said DL7531;
- thence South-easterly along the south-easterly production of the said southerly boundary of said DL 7531 a distance of 12 meters;
- thence due North to a point, said lying due east of the most northerly corner of said DL 7531;
- thence due West to said most northerly corner, being the point of commencement.

- (c) The surface and under-surface of District Lot 10969, Cariboo District, the whole containing 402 hectares, more or less.

Richfield Courthouse

All that portion of the Cariboo Land District which lies within the following boundaries:

Commencing at the point which lies one hundred and eighteen and forty-seven hundredths (118.47) feet true north and four hundred and six and forty three hundredths (406.43) feet true west from the more southerly south-west corner of 'Cornish Co.I.F.' Mineral Claim, and which said point of commencement lies fifty-five and seventeen hundredths (55.17) feet true south and seven and fifty-six hundredths (7.56) feet true west, be the same more or less, from the iron pin set by survey in the stump of the original flag pole situate within the boundaries of the aforesaid premises: thence N. 79° 47' W. one hundred (100) feet; thence S. 10° 18' W. one hundred (100) feet; thence S. 79° 47' E. one hundred feet, more or less, to the point of commencement, and containing an area of twenty-three hundredths (0.23) of an acre, more or less.

Cariboo Wagon Road

Part of District Lot 10474; and an un-surveyed right of way over un-surveyed portions of the surfaces of District Lots 10468, 10473, 10474, Cariboo District, surveyed as the "Westport", "Mammoth", "Pilot" and a "Mint" mineral Claims. (Approximately 2.423 hectares; Crown Land's File 5404595)

Blessing's Grave

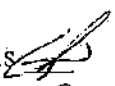

Lot 1, District Lot 387; Cariboo District, Plan 20051 (Approximately 0.5 of a hectare; Lands Pin # 004888541)

Barkerville Campgrounds

All those parcels or tracts of Crown land, together with all that foreshore or land covered by water, situated in Cariboo District and contained within the following described boundaries:

Government Hill Site

Commencing at the most northerly corner of District Lot 7531;

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- thence south-westerly along the north boundary of District Lot 7531 to the southeast corner Lot 39 of Block A of District Lot 7566, Plan 2382;thence north-westerly along the west boundaries of Lot 39 and Lot 38 of Plan 2382;thence south-westerly along the north boundary of Lot 38 and the south-westerly production of the north boundary of Lot 38 to a point lying North of the most westerly point of District Lot 7531;
- thence due South to the most westerly point of District Lot 7531;thence south-easterly along the southerly boundary of District Lot 7531 to the most southerly corner of District Lot 7531;
- thence south-easterly along the south-easterly production of the southerly boundary of District Lot 7531 a distance of 12 metres; thence due North to a point lying due East of the most northerly corner of District Lot 7531;
- thence due West to the most northerly corner of District Lot 7531, being the point of commencement.

The whole site containing approximately 3 hectares.

Forest Rose Site

District Lot 10969.

The whole site containing approximately 32 hectares.



Lowhee Site

That part of District Lot 10970 lying southwest of Highway 26.

That part of District Lot 10970 lying northwest of Highway 26 and shown as a Sani-Station on Parks Branch Drawing 12-63.

The whole site containing approximately 20 hectares.

The whole park containing approximately 55 hectares.

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SCHEDULE "B"

RENTAL PROPERTIES

Properties in Wells

Frame House

Address: 2523 Gardner Ave.

Legal Description:

Plan: PGP40908

Lot 3

District Lot #131

Tax roll # 391 01473.006

Old Trailer (white)

Address 2647 Gardner Ave.

Legal Description:

Plan: PGP40908

Lot 7

District Lot #131

Tax roll # 391 01473.014

Manufactured home registry: # 44199

Panabode

Address: 2543 Gardner Ave.

Legal Description:

Plan: PGP40908

Lot 4

District Lot #131

Tax roll # 391 01473.008

New Trailer (yellow)

Address: 2653 Gardner Ave.

Legal Description:


Plan: PGP40908


Lot 8

District Lot #131

Tax roll # 391 01473.016

Manufactured home registry: # 4424

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SCHEDULE "C"


ARTIFACTS AND ARCHIVES


Artifacts are listed in the Hera and Library-Archives data bases, which have been distributed to members of the Barkerville Heritage Trust on a CD disk. Files are also located on the I drive of the Barkerville server, Matador under the following directories:

I:@access/Hera and Library data bases/HERABHT#1.mdb

I:@access/Hera and Library data bases/Library#1.mdb

The Archives are those documents listed in the Access database and on catalogue cards, located on execution of this Agreement in the archives, in the Barkerville Library.

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
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SCHEDULE "D"

PROVINCE'S EQUIPMENT

The Province's equipment includes all equipment listed in the following Park Use Permits:

Business Name	PUP#	Contractor
Barkerville Post Office	B9903	Canada Post Corporation
Barnards Express Stagecoach, Dray and Cartage	B04-0002	Wendlin J Wald dba Teamster's Trading Post
Eldorado Gold Panning & Souvenirs	B04-0007	Marsha Rea
Frank J. McMahon's Confectionery	B04-0001	First Journey Consulting
Goldfield Bakery	B04-0006	Sweet Deliveries
House Hotel Coffee Saloon	B04-0005	Marsha Rea
Kelly House Bed and Breakfast	B9704	Carol McGregor
King House Bed and Breakfast	B9808	Carol McGregor
Kwong Sang Wing Chinese Gift Shop	B04-0011	SPJ Holdings
L.A. Blanc Photographic Studio	B04-0004	Ronald & Patty Young dba Camera Obscura
Lai Soy Lum Kee Shop		SPJ Holdings
Lung Duck Tong Restaurant	B9606	Shirley Shuk-Min Ng
Mason & Daly General Store	B04-0010	William & Marilyn Rummell
McPherson's Watchmaker Shop	B04-0009	William & Marilyn Rummell
CBC Radio Rebroadcaster	9910	Candian Broadcasting Corporation
St. George Hotel Bed & Breakfast	B9701	Thomas & Bettina Schoen
Theatre Royal	B04-0003	Newman and Wright Theatre Company
Wake Up Jake Restaurant & Coffee Saloon	B04-0008	Robert, Marilyn & William Rummel

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SCHEDULE "E"

MANAGEMENT SCHEDULE


1. Site Name:
 - Barkerville Historic Town.
2. Hours of Operation:
 - As established by the Site Manager, but a minimum of six hours per day during the Season.
3. Season:
 - As established by the Site Manager, but at a minimum July 1 to August 31.
4. Admission Fees:
 - As established by the Site Manager.
5. The Barkerville Heritage Trust will promote a range of themes for programs and presentations at the Site including:
 - Early goldmining history in British Columbia and the full history of Barkerville from the first discovery of gold in the Cariboo in 1859 through until it's declaration as an historic site in 1958.
 - Barkerville's importance to the history of British Columbia and BC's entry into confederation with Canada.
 - The Chinese in the Cariboo Gold Fields.
 - The First Nations of the region.
6. The purposes for which you may operate the Site and the Rental Properties, pursuant to the provisions of section 2.01 of this Agreement, are:
 - Tours, exhibitions, meetings, special events and other activities in the buildings and on the grounds for the public, schools and private groups;
 - Managing the Artifacts and Archives;
 - Merchandise sales;

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- Food sales;
- Commercial filming;
- Office use, including office rental;
- Transient accommodation;
- Residential accommodation, including rental; and
- Camping.

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SCHEDULE "F"

SECONDMENT SCHEDULE



The Seconded Employees are:

Regular:

Duane Abel
Ruben Berlin
Gary Cirotto
Ursula Drasdauski
Robert (Bob) Jefferson
Danielle Kugelstadt
Lauchie McLean
Judy Mooring
Dianne Nysven
Bill Quackenbush
Robin Sharpe
Dave Thatcher

Auxiliary:

Carrie Johnston
Leigh Turner
Veronica Brown

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SCHEDULE "G"

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information


6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.


Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

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9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.


Inspection of personal information

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Site Manager's Initials 

Province's Initials 

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Notice of non-compliance

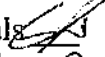
21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

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SCHEDULE H


PROVINCIAL RECORDS

All provincial records as listed in the Administrative Records and Operational Records file listing in Barkerville on March 31, 2005.

All current use records are contained in the 3 sets of lateral filing cabinets one 3-drawer and two 2-drawer cabinets located in the lockable file room on the main floor of the Administration Building Barkerville.

Past dated files are stored in the upstairs file room of the Administration Building. They are stored on approximately 52 shelves 37 feet long or 1925 lineal feet of shelf space containing bankers boxes and file boxes.

Boxes of Barkerville operational files transferred during the late 1990's are in storage at the Provincial Archives in Victoria.

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