

From: [Graham Aldcroft](#)
To: [Cunningham, Danielle FLNR:EX](#)
Cc: [Bickerton, Nicola FLNR:EX](#)
Subject: Re: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Date: Monday, November 5, 2018 9:56:49 AM
Attachments: [TAG and Ride Whistler Access Agreement - Signed Nov 5 2018.pdf](#)

Hi Danielle,

We've come to an agreement with Chris Brown to allow him to access our operating area this winter season. Can you please advise on the appropriate process for submitting this application?

A copy of the agreement is attached.

Thanks for the assistance,

Graham

From: Graham Aldcroft
Date: Tuesday, October 9, 2018 at 11:43 AM
To: "Cunningham, Danielle FLNR:EX"
Cc: "Bickerton, Nicola FLNR:EX"
Subject: Re: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Thanks Danielle,
Hope you had a great Thanksgiving.
I'm discussing with Chris and will let you know if we decide to move forward.
Graham

From: "Cunningham, Danielle FLNR:EX"
Date: Friday, October 5, 2018 at 2:54 PM
To: 'Graham Aldcroft'
Cc: "Bickerton, Nicola FLNR:EX"
Subject: RE: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Thanks Graham, yes that looks appropriate. We don't get involved in reviewing the details – just a few key pieces like term, operating area, etc.
Happy Thanksgiving and have a great weekend,
Danielle

From: Graham Aldcroft [mailto:graham@tagwhistler.com]
Sent: Friday, October 5, 2018 11:25 AM
To: Cunningham, Danielle FLNR:EX
Cc: Bickerton, Nicola FLNR:EX
Subject: FW: Access Agreement between TAG Adventure Tours and Ride With Chris Brown

Hi Danielle,

Here is the previous agreement with Chris Brown. Could you please give it a look over and confirm that this would be appropriate for this coming winter season? If so, I'll review it with Chris and update the agreement accordingly.

Much appreciated,

Graham

On 2017-01-03, 11:28 AM, "Graham Aldcroft" wrote:

Good Morning Kevin,

I understand that you are the appropriate contact to submit this agreement to. It applies to the

Commercial Recreation file number 2410110. If there are any questions you can reach me directly at s.22 or through email.

Could I also please request that you confirm receipt of this application. Any opportunity to expedite the approval would be appreciated.

Thank you for your assistance with this matter and all the best for a great 2017.

Graham Aldcroft - Director of Operations

TAG Adventure Tours Ltd.

211-4293 Mountain Square | Whistler BC | V0N 1B4

tagwhistler.com

CONSENT TO SUB-LEASE

Licence No.: 344219

File No.: 2408268

Disposition No.: 865651

Her Majesty the Queen in Right of the Province of British Columbia as represented by the minister responsible for the *Land Act* (the "Province") leased the use of the following described land to Totally Awesome Adventures Inc. (Inc. No. BC06809797) (the "Lessee") by way of a licence dated for reference June 15, 2008 (the "Lease"), issued for guided snowmobile touring purposes as set out in the Management Plan:

District Lots 317,442,443,444,445,649, 1267, 1268, 1269, 1343, 2361, 2362, 2363,2364,2365,2366,2367,2368,2369,2370,2371,2381,2382,2383,2384,2385,2387,2393,2394,2395,2401,2402,2403,2404,2405,2406,2407,2408,2409,3038,3170,3171,3172,3173,3174,3175,3176,3178,3179,3180,3181,3182,3183,3184,3658,4813,4814,4815,4816,4817,4818,4819,4820,4821,4822,5182,5183,5187,5188,5460,5471,5472,5473,5474,5503,5505,5506,5507,5509,5510,5580,5626,5630,5631,5632,5767,5773,5912,5917,5918,5928,5932,5933,5934,5935,5946,5948,6042,6043,6044,6045,6051,6052,6053,6054,6055,6056,6162,6252,6444,6446,6447,6451,6452,6454,6457,6458,6459,6460,6461,6463,6467,6841,6842,6843,6844,6955, 6956, 7611, 8253 and 8254 and those parts of District Lots 7883, 23 72, 5184, 5185, 5504, 5768, 6448, 6449, 6450, 6453, 6455, 7862, and 7864 together with all that unsurveyed Crown land in the vicinity of Hurley River, all of Lillooet District, containing 20,127.00 hectares, more or less, outlined in red on the attached map., (the "Land")

In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease of the Land to RWCB Adventures Ltd. (the "Sub-Lessee") pursuant to an agreement dated November 30, 2017.

The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Sub-Lessee must use the Land only for the purpose stated in Article 2.1 of Licence No. 344219;
2. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease;
3. The Lessee must submit to the Province copies of all Statutory Declarations obtained from the Sub-Lessee when submitting their annual Statutory Declarations.



File: 2408268

October 15, 2018

BROKEN BOUNDARY ADVENTURES LTD.

PO Box 1124,
Pemberton BC Canada

Dear Stephanie Picard

Re: Licence of Occupation No. 344219, File 2408268 covering District Lots 317, 442, 443, 444, 445, 649, 1267, 1268, 1269, 1343, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2381, 2382, 2383, 2384, 2385, 2387, 2393, 2394, 2395, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 3038, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3658, 4813, 4814, 4815, 4816, 4817, 4818, 4819, 4820, 4821, 4822, 5182, 5183, 5187, 5188, 5460, 5471, 5472, 5473, 5474, 5503, 5505, 5506, 5507, 5509, 5510, 5580, 5626, 5630, 5631, 5632, 5767, 5773, 5912, 5917, 5918, 5928, 5932, 5933, 5934, 5935, 5946, 5948, 6042, 6043, 6044, 6045, 6051, 6052, 6053, 6054, 6055, 6056, 6162, 6252, 6444, 6446, 6447, 6451, 6452, 6454, 6457, 6458, 6459, 6460, 6461, 6463, 6467, 6841, 6842, 6843, 6844, 6955, 6956, 7611, 8253 and 8254 and those parts of District Lots 7883, 2372, 5184, 5185, 5504, 5768, 6448, 6449, 6450, 6453, 6455, 7862, and 7864 together with all that unsurveyed Crown land in the vicinity of Hurley River, all of Lillooet District, containing 20127.0 hectares, more or less for Commercial Recreation purposes

We hereby confirm that Licence No. 344219 has been endorsed as follows:

Totally Awesome Adventures Inc. recorded in the name of Broken Boundary Adventures Ltd. on September 13, 2018 by reason of a Certificate of Name Change dated September 13, 2018. Please attach this letter to your Licence of Occupation as it forms an integral part of the Agreement.

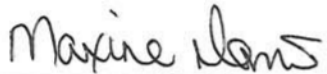
Yours truly,

Jessica Pasch
Portfolio Administrator

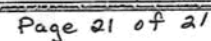
cc: BC Assessment Authority, North Shore/Squamish Valley
Squamish-Lillooet Regional District

4. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect; and
5. All matters pertaining to the sub-lease agreement will be dealt with by the Lessee and Sub-Lessee.

The Province's consent to sub-lease is hereby given on January 18, 2018 will expire on November 30, 2018 or upon the earlier termination of Lease No 241800.



Authorized Signatory



Licence No.:

344219

File No.: 2408268

Disposition No.: 865651

THIS AGREEMENT is dated for reference June 15, 2008 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

TOTALLY AWESOME ADVENTURES INC.
INC. NO. BC0680797
Pemberton Meadows Rd
RR 2 Site 2 Comp 2
Pemberton, BC V0N 2L2

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Client**" means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;

"**Client Day**" means each calendar day, or portion of a calendar day, that a Client is on the Land;

"**Client Rate**" means \$6.00 for each Client Day in each year of the Term;

"**Commencement Date**" means June 15, 2008;

“disposition” has the meaning given to it in the *Land Act* and includes a licence of occupation;

“Extensive Use Area” means the area of Crown land used by a commercial recreation operator, usually in a dispersed manner, as opposed to concentrated use of sites or camps, such as would be undertaken when using large areas of land for hiking, nature viewing, skiing, or other commercial recreation activities allowed under current program policies;

“Fees” means the fees set out in Article 3;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Intensive Use Site” means the area of Crown land used by a commercial recreation operator, for site specific uses of Crown land that are integral to the commercial recreation operator such as staging areas for dispersed commercial recreation operations conducted within an Extensive Use Area. These areas are either primary camps, secondary camps or temporary camps as defined in the Management Plan.

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

District Lots 317, 442, 443, 444, 445, 649, 1267, 1268, 1269, 1343, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2381, 2382, 2383, 2384, 2385, 2387, 2393, 2394, 2395, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 3038, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3658, 4813, 4814, 4815, 4816, 4817, 4818, 4819, 4820, 4821, 4822, 5182, 5183, 5187, 5188, 5460, 5471, 5472, 5473, 5474, 5503, 5505, 5506, 5507, 5509, 5510, 5580, 5626, 5630, 5631, 5632, 5767, 5773, 5912, 5917, 5918, 5928, 5932, 5933, 5934, 5935, 5946, 5948, 6042, 6043, 6044, 6045, 6051, 6052, 6053, 6054, 6055, 6056, 6162, 6252, 6444, 6446, 6447, 6451, 6452, 6454, 6457, 6458, 6459, 6460, 6461, 6463, 6467, 6841, 6842, 6843, 6844, 6955, 6956, 7611, 8253 and 8254 and those parts of District Lots 7883, 2372, 5184, 5185, 5504, 5768, 6448, 6449, 6450, 6453, 6455, 7862, and 7864 together with all that unsurveyed Crown land in the vicinity of Hurley River, all of Lillooet District, containing 20,127.00 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the most recent management plan prepared by you in a form

acceptable to us, signed and dated by the parties, and held on file by us;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be

modified except by subsequent agreement in writing between the parties.

- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for guided snowmobile touring purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 After the 10th anniversary of the Commencement Date, you can apply to us for a replacement of this Agreement and, if we consider it appropriate, we will offer another licence to you for a term of up to 30 years on the terms and conditions set out in our offer to you.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay an Extensive Use Area user fee.
- 3.2 For the first year of the Term the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:
 - (a) payable on the Commencement Date, a minimum payment of \$500.00; and

- (b) payable on the first anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 11-month period x Client Rate.

- 3.3 For the second year of the Term the Extensive Use Area user fee shall cover the 12 months commencing one month before the first anniversary of the Commencement Date and shall be paid in two instalments and shall, subject to section 3.5 below, be calculated as follows:

- (a) payable on the first anniversary of the Commencement Date, a minimum payment of \$500.00; and
- (b) payable on the second anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

- 3.4 For each subsequent year of the Term the Extensive Use Area user fee shall cover each subsequent 12-month period after the period defined in subsection 3.3(b), and, subject to section 3.5 below, shall be paid in two instalments and be calculated as follows:

- (a) payable on each subsequent anniversary of the Commencement Date a minimum payment of \$500.00; and
- (b) payable on the next anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

- 3.5 We have the right, in our sole discretion, during any year of the Term to change, for the next year of the Term, any amounts or rates.
- 3.6 If we wish to change an amount or rate for any year of the Term, we shall do so in accordance with our policies at the time applicable to your use of the Land or Improvements under this Agreement, and we shall give you at least 6 months notification of any changes.
- 3.7 If we do not change any amounts or rates for any year of the Term, then the amounts or rates for that year shall be the same as they were for the preceding year.
- 3.8 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.
- 3.9 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Agreement, you will immediately pay to us the cost

of the audit together with all outstanding fees.

- 3.10 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.

ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Agreement, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4 a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Land.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
 - (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; and

we must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
 - (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;
 - (c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;

- (d) if you deliver an Objection to us within the time required the Objection will be reviewed by a person acting at the level of assistant deputy minister, vice-president, or other comparable senior level (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you the Management Plan will be deemed to be revised as set out in the decision;
 - (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.
- 4.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to an area.
- 4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.
- 4.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.
- 4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,

- (i) the Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
- (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interfere with public access over the Land;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (o) obtain approval under the Forest and Range Practices Act (FRPA) if any Forest Service Trails are to be used for commercial purposes;
- (p) enter into Joint Use Agreements with any public snowmobile agreement holders under Forest and Range Practices Act;
- (q) submit within 60 days of the anniversary date of this tenure, a "Diligence Use Annual Report" to the Southern Interior Regional office;
- (r) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (s) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (t) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

5.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 6 - LIMITATIONS

6.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made

or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and

- (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 5.1(s), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) this Agreement is subject to the prior rights of the holder of the right of way granted to

BC Hydro and Power Authority for powerline purposes;

- (j) the Tenure Management Plan will be reviewed at least every 5 years;
- (k) the document titled "Interim Solution Management Plan Amendment" is considered a valid part of the approved Management Plan;
- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(t)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(t)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(t)(iii); and
- (n) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.

7.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

- 7.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 7.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you

- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such

requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 9.3 You agree with us that
- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if

mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
3rd Floor, 145-3rd Ave.
Kamloops, BC V2C 3M1;

to you

TOTALLY AWESOME ADVENTURES INC.
INC. NO. BC0680797
Pemberton Meadows Rd
RR 2 Site 2 Comp 2
Pemberton, BC V0N 2L2;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

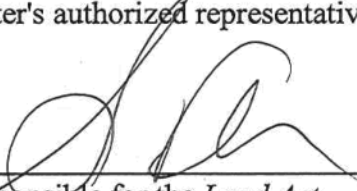
- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other

remedies in this Agreement or then existing at law, in equity or by statute.

- 12.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 12.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

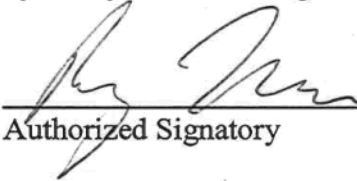
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
TOTALLY AWESOME ADVENTURES INC.
by a duly authorized signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

District Lots 317, 442, 443, 444, 445, 649, 1267, 1268, 1269, 1343, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2381, 2382, 2383, 2384, 2385, 2387, 2393, 2394, 2395, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 3038, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3658, 4813, 4814, 4815, 4816, 4817, 4818, 4819, 4820, 4821, 4822, 5182, 5183, 5187, 5188, 5460, 5471, 5472, 5473, 5474, 5503, 5505, 5506, 5507, 5509, 5510, 5580, 5626, 5630, 5631, 5632, 5767, 5773, 5912, 5917, 5918, 5928, 5932, 5933, 5934, 5935, 5946, 5948, 6042, 6043, 6044, 6045, 6051, 6052, 6053, 6054, 6055, 6056, 6162, 6252, 6444, 6446, 6447, 6451, 6452, 6454, 6457, 6458, 6459, 6460, 6461, 6463, 6467, 6841, 6842, 6843, 6844, 6955, 6956, 7611, 8253 and 8254 and those parts of District Lots 7883, 2372, 5184, 5185, 5504, 5768, 6448, 6449, 6450, 6453, 6455, 7862, and 7864 together with all that unsurveyed Crown land in the vicinity of Hurley River, all of Lillooet District, containing 20,127.00 hectares, more or less, outlined in red on the attached map.

From: [Cunningham, Danielle FLNR:EX](#)
To: ["Graham Aldcroft"](#)
Cc: [Walker, Kevin G FLNR:EX](#)
Subject: RE: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Date: Monday, November 26, 2018 1:31:30 PM
Attachments: [TAG Sub-tenure letter \(Chris Brown\) - 2410110.pdf](#)

Please find attached our consent to sub-tenure to Chris Brown (RWCB)
Danielle

From: Graham Aldcroft [<mailto:graham@tagwhistler.com>]
Sent: Monday, November 26, 2018 12:08 PM
To: Cunningham, Danielle FLNR:EX
Subject: Re: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Thanks Danielle. We'll standby to hear back from you.
Graham

From: "Cunningham, Danielle FLNR:EX"
Date: Monday, November 26, 2018 at 11:53 AM
To: 'Graham Aldcroft'
Subject: RE: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Hi Graham,
Submitting it to me, as you've done, is best. I hope to get something back to you this week.
Danielle

From: Graham Aldcroft [<mailto:graham@tagwhistler.com>]
Sent: Monday, November 5, 2018 9:56 AM
To: Cunningham, Danielle FLNR:EX
Cc: Bickerton, Nicola FLNR:EX
Subject: Re: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Hi Danielle,
We've come to an agreement with Chris Brown to allow him to access our operating area this winter season. Can you please advise on the appropriate process for submitting this application?
A copy of the agreement is attached.
Thanks for the assistance,
Graham

From: Graham Aldcroft
Date: Tuesday, October 9, 2018 at 11:43 AM
To: "Cunningham, Danielle FLNR:EX"
Cc: "Bickerton, Nicola FLNR:EX"
Subject: Re: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Thanks Danielle,
Hope you had a great Thanksgiving.
I'm discussing with Chris and will let you know if we decide to move forward.
Graham

From: "Cunningham, Danielle FLNR:EX"
Date: Friday, October 5, 2018 at 2:54 PM
To: 'Graham Aldcroft'
Cc: "Bickerton, Nicola FLNR:EX"

Subject: RE: Access Agreement between TAG Adventure Tours and Ride With Chris Brown
Thanks Graham , yes that looks appropriate. We don't get involved in reviewing the details – just a few key pieces like term, operating area, etc.
Happy Thanksgiving and have a great weekend,
Danielle

From: Graham Aldcroft [mailto:graham@tagwhistler.com]

Sent: Friday, October 5, 2018 11:25 AM

To: Cunningham, Danielle FLNR:EX

Cc: Bickerton, Nicola FLNR:EX

Subject: FW: Access Agreement between TAG Adventure Tours and Ride With Chris Brown

Hi Danielle,

Here is the previous agreement with Chris Brown. Could you please give it a look over and confirm that this would be appropriate for this coming winter season? If so, I'll review it with Chris and update the agreement accordingly.

Much appreciated,

Graham

On 2017-01-03, 11:28 AM, "Graham Aldcroft" wrote:

Good Morning Kevin,

I understand that you are the appropriate contact to submit this agreement to. It applies to the Commercial Recreation file number 2410110. If there are any questions you can reach me directly at s.22 or through email.

Could I also please request that you confirm receipt of this application. Any opportunity to expedite the approval would be appreciated.

Thank you for your assistance with this matter and all the best for a great 2017.

Graham Aldcroft - Director of Operations

TAG Adventure Tours Ltd.

211-4293 Mountain Square | Whistler BC | V0N 1B4

tagwhistler.com



ASSIGNMENT/ASSUMPTION

Licence No.: 241041

File No.: 2410110

Disposition No.: 876099

THIS AGREEMENT is dated for reference April 30, 2014.

BETWEEN:

OUTDOOR ADVENTURES @ WHISTLER LTD.

(Inc. No. BC0550822)
218-4293 Mountain Sq
Whistler, BC V0N 1B4

SUPERFLY ZIPLINES LTD.

(Inc. No. BC BC0846487)
211-4293 Mountain Sq
Whistler, BC V0N 1B4

OF THE FIRST PART

(herein the "Assignor")

AND:

TAG ADVENTURE TOURS LTD.

(Inc. No. BC0894652)
211-4293 Mountain Square
Whistler, BC V0N 1B4

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

RECEIVED

JUN 16 2014

Ministry Of Forests, Lands, Natural Resource Operations & Rural Development

Log No. 49751 BC
\$50.00 CA# 4220

Licence No.: 241041

File No.: 2410110

Disposition No.: 876099

THIS AGREEMENT is dated for reference April 30, 2014.

BETWEEN:

OUTDOOR ADVENTURES @ WHISTLER LTD.

(Inc. No. BC0550822)
218-4293 Mountain Sq
Whistler, BC V0N 1B4

SUPERFLY ZIPLINES LTD.

(Inc. No. BC BC0846487)
211-4293 Mountain Sq
Whistler, BC V0N 1B4

OF THE FIRST PART

(herein the "Assignor")

AND:

TAG ADVENTURE TOURS LTD.

(Inc. No. BC0894652)
211-4293 Mountain Square
Whistler, BC V0N 1B4

OF THE SECOND PART

(herein the "Assignee")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings,
Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

Cougar Mountain Adventure Ltd. And Outdoor Adventures @ Whistler Ltd. and the Province entered into a Licence No. 241041 dated for reference March 5, 2009, which was subsequently assigned to Outdoor Adventures @ Whistler Ltd. And Cougar Mountain Excursions Whistler Inc. on May 4, 2009 and subsequently endorsed in the name of Outdoor Adventures Whistler Ltd. And Superfly Ziplines Ltd. (herein called the "Assignor") on May 1, 2013 by reason of Certificate of Name Change. (herein called the "Document") over those lands more particularly known and described as:

DISTRICT LOT 7918; THOSE PARTS OF DISTRICT LOTS 1759, 1760, 1761, 1762, 1763, 4104, 7807 AND 7821, GROUP 1, NEW WESTMINSTER DISTRICT, EXCEPT: BLOCK A AND B OF DISTRICT LOT 4104, BLOCK A OF DISTRICT LOT 7807, BLOCK A OF DISTRICT LOT 7821, GROUP 1, NEW WESTMINSTER DISTRICT, AND EXCEPT: DISTRICT LOT 760 AND 761, LILLOOET DISTRICT; TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF THE SOO RIVER AND THE PEMBERTON ICEFIELD WITHIN GROUP 1, NEW WESTMINSTER DISTRICT AND LILLOOET DISTRICT

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the *Business Corporations Act*;
 - (b) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and
 - (c) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
 - (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
 - (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

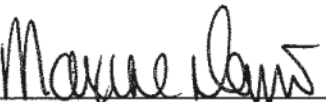
- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in

full force and effect.

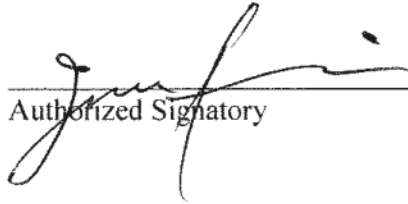
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

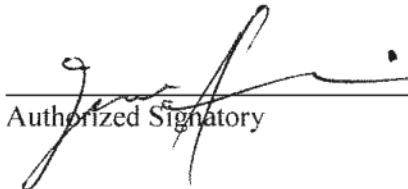
SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative


Minister responsible for the *Land Act*
or the minister's authorized representative

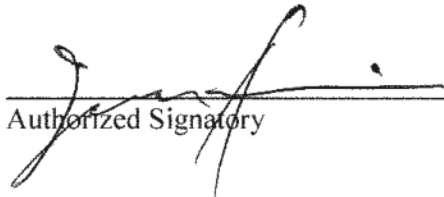
SIGNED on behalf of
OUTDOOR ADVENTURES @ WHISTLER LTD.
by a duly authorized signatory


Authorized Signatory

SIGNED on behalf of
SUPERFLY ZIPLINES LTD.
by a duly authorized signatory


Authorized Signatory

SIGNED on behalf of
TAG ADVENTURE TOURS LTD.
by a duly authorized signatory


Authorized Signatory



Our Files: 2410110
2404487
2402410

February 21, 2014

Outdoor Adventures @ Whistler Ltd.
Superfly Ziplines Ltd.
218-4293 Mountain Sq
Whistler, BC V0N 1B4

Re: Licence No. 241041, Licence No. 240801 and Lease No. 240803

Thank you for submitting to us the Certificate of Change of Name, pursuant to the Business Corporations Act, certifying Cougar Mountain Excursions Whistler Inc. has changed its name to Superfly Ziplines Ltd.

We confirm the above noted agreements have been endorsed as follows:

Licence No. 241041, Licence No. 240801 and Lease No. 240803 recorded in the name of Outdoor Adventures @ Whistler Ltd., Inc. No. BC0550822, and Superfly Ziplines Ltd., Inc. No. BC0846487

by reason of the Certificate of Change of Name, dated May 1, 2013.

Please attach a copy of this letter to the original copies of the above noted agreements.

If you have any questions regarding this information, please contact me at 604-586-5625.

Yours truly,

Brooke Casavant
Portfolio Administrator

Encl.

pc: BC Assessment Authority, Vancouver
Resort Municipality of Whistler
Squamish-Lillooet Regional District



ASSIGNMENT/ASSUMPTION

Licence No.: 241041

File No.: 2410110

Disposition No.: 876099

THIS AGREEMENT is dated for reference May 4, 2009.

BETWEEN:

COUGAR MOUNTAIN ADVENTURES LTD., Inc. No. BC0317696
PO Box 1151
Whistler, BC V0N 1B0, and

OUTDOOR ADVENTURES @ WHISTLER LTD., Inc. No. BC0550822
218-4293 Mountain Sq
Whistler, BC V0N 1B4

OF THE FIRST PART

(herein the "Assignor")

AND:

OUTDOOR ADVENTURES @ WHISTLER LTD., Inc. No. BC0550822
218-4293 Mountain Sq
Whistler, BC V0N 1B4
as to an undivided 1/2 interest, and

COUGAR MOUNTAIN EXCURSIONS WHISTLER INC., Inc. No. BC0846487
Unit C-485 Garbally Rd
Victoria, BC V8T 2J9
as to an undivided 1/2 interest

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a license agreement dated for reference March 5, 2009 (herein called the "Document") over those lands more particularly known and described as:

DISTRICT LOT 7918; THOSE PARTS OF DISTRICT LOTS 1759, 1760, 1761, 1762, 1763, 4104, 7807 AND 7821, GROUP 1, NEW WESTMINSTER DISTRICT, EXCEPT: BLOCK A AND B OF DISTRICT LOT 4104, BLOCK A OF DISTRICT LOT 7807, BLOCK A OF DISTRICT LOT 7821, GROUP 1, NEW WESTMINSTER DISTRICT, AND EXCEPT: DISTRICT LOT 760 AND 761, LILLOOET DISTRICT; TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF THE SOO RIVER AND THE PEMBERTON ICEFIELD WITHIN GROUP 1, NEW WESTMINSTER DISTRICT AND LILLOOET DISTRICT, CONTAINING 6,622.00 HECTARES, MORE OR LESS

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the *Business Corporations Act*;
 - (b) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and
 - (c) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
 - (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
 - (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

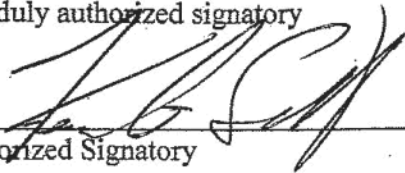
IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



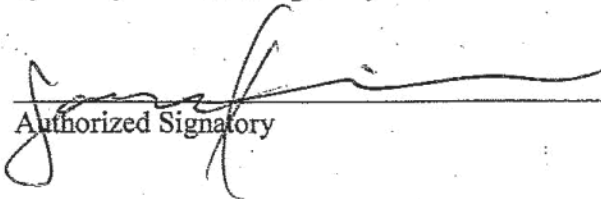
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **COUGAR MOUNTAIN ADVENTURES LTD.**
by a duly authorized signatory



Authorized Signatory

SIGNED on behalf of **OUTDOOR ADVENTURES @ WHISTLER LTD.**
by a duly authorized signatory



Authorized Signatory

SIGNED on behalf of **COUGAR MOUNTAIN EXCURSIONS WHISTLER INC.**
by a duly authorized signatory



Authorized Signatory



LICENCE OF OCCUPATION

Licence No.:

241041

File No.: 2410110

Disposition No.: 876099

THIS AGREEMENT is dated for reference March 5, 2009 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

COUGAR MOUNTAIN ADVENTURES LTD.
INCORPORATION NO: BC0317696
Po Box 1151
Whistler, BC V0N 1B0, AND

OUTDOOR ADVENTURES @ WHISTLER LTD.
INCORPORATION NO: BC0550822
218-4293 Mountain Sq
Whistler, BC V0N 1B4

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Client**" means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;

"**Client Day**" means each calendar day, or portion of a calendar day, that a Client is on the Land;

"Client Rate" means \$6.00 for motorized and \$1.00 for non-motorized for each Client Day in each year of the Term;

"Commencement Date" means April 30, 2009;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Extensive Use Area" means the area of Crown land used by a commercial recreation operator, usually in a dispersed manner, as opposed to concentrated use of sites or camps, such as would be undertaken when using large areas of land for hiking, nature viewing, skiing, or other commercial recreation activities allowed under current program policies;

"Fees" means the fees set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Intensive Use Site" means the area of Crown land used by a commercial recreation operator, for site specific uses of Crown land that are integral to the commercial recreation operator such as staging areas for dispersed commercial recreation operations conducted within an Extensive Use Area. These areas are either primary camps, secondary camps or temporary camps as defined in the Management Plan.

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

DISTRICT LOT 7918; THOSE PARTS OF DISTRICT LOTS 1759, 1760, 1761, 1762, 1763, 4104, 7807 AND 7821, GROUP 1, NEW WESTMINSTER DISTRICT, EXCEPT: BLOCK A AND B OF DISTRICT LOT 4104, BLOCK A OF DISTRICT LOT 7807, BLOCK A OF DISTRICT LOT 7821, GROUP 1, NEW WESTMINSTER DISTRICT, AND EXCEPT: DISTRICT LOT 760 AND 761, LILLOOET DISTRICT; TOGETHER WITH THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF THE SOO RIVER AND THE PEMBERTON ICEFIELD WITHIN GROUP 1, NEW WESTMINSTER DISTRICT AND LILLOOET DISTRICT, CONTAINING 6,622.00 HECTARES, MORE OR LESS,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

“Market Value of Intensive Use Sites” means the value of the Intensive Use Sites as determined, from time to time, by us in our sole discretion;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for miscellaneous summer and winter Adventure Tourism Activity purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.
- 2.3 After the 15th anniversary of the Commencement Date, you can apply to us for a replacement of this Agreement and, if we consider it appropriate, we will offer another licence to you for a term of up to 30 years on the terms and conditions set out in our offer to you.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay the following:
- (a) an Intensive Use Site fee; and

- (b) an Extensive Use Area user fee.

3.2 For the first year of the Term:

- (a) the Intensive Use Site fee payable on the Commencement Date, shall cover the first 12 months of the Term and shall be in an amount which is the greater of (i) or (ii):

- (i) the sum of:

- the greater of 7.5% of the Market Value of the Intensive Use Sites marked as primary camp (or base camp) on the Management Plan, or \$500.00 minimum per primary camp; and
- the greater of 4.5% of the Market Value of Intensive Use Sites marked secondary camp (or outpost camp) on the Management Plan, or \$100.00 minimum per secondary camp; and
- \$100.00 for each of the Intensive Use Sites marked temporary camp (or spike camp);

or

- (ii) \$500.00;

- (b) the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:

- (i) payable on the Commencement Date, a minimum payment of \$500.00; and
- (ii) payable on the first anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 11-month period x Client Rate.

3.3 For the second year of the Term:

- (a) the Intensive Use Site fee, payable on the first anniversary of the Commencement Date, shall cover the second 12 months of the Term and shall, subject to section 3.5 below, be in the same amounts as the Intensive Use Site fee for the first year of the Term;
- (b) the Extensive Use Area user fee shall cover the 12 months commencing one month before the first anniversary of the Commencement Date and shall be paid in two instalments and shall, subject to section 3.5 below, be calculated as follows:

- (i) payable on the first anniversary of the Commencement Date, a minimum payment of \$500.00; and
- (ii) payable on the second anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

3.4 For each subsequent year of the Term:

- (a) The Intensive Use Site fee, payable on each subsequent anniversary of the Commencement Date, shall cover subsequent 12-month periods after the period defined in subsection 3.3(b), and, subject to section 3.5 below, shall be in the same amount as the Intensive Use Site fee in the previous 12-month period;
- (b) The Extensive Use Area user fee shall cover each subsequent 12-month period after the period defined in subsection 3.3(c), and, subject to section 3.5 below, shall be paid in two instalments and be calculated as follows:
 - (i) payable on each subsequent anniversary of the Commencement Date a minimum payment of \$500.00; and
 - (ii) payable on the next anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

Client Days for this 12-month period x Client Rate.

3.5 We have the right, in our sole discretion, during any year of the Term to change, for the next year of the Term, any amounts, rates or percentages.

3.6 If we wish to change an amount, rate or percentage for any year of the Term, we shall do so in accordance with our policies at the time applicable to your use of the Land or Improvements under this Agreement, and any changes are subject to the following notification:

- (a) if the basis of the change to the Intensive Use Site fee is solely due to an increase or decrease in the Market Value of the Intensive Use Sites, we shall give you at least 15 days notice of such change;
- (b) in all other cases, we shall give you at least 6 months notice.

3.7 If we do not change any amounts, rates or percentages for any year of the Term, then the amounts, rates and percentages for that year shall be the same as they were for the preceding year.

- 3.8 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.
- 3.9 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Agreement, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.10 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.

ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Agreement, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4 a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Land.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
 - (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; andwe must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
 - (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an

Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;

- (c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;
- (d) if you deliver an Objection to us within the time required the Objection will be reviewed by a person acting at the level of assistant deputy minister, vice-president, or other comparable senior level (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you the Management Plan will be deemed to be revised as set out in the decision;
- (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.

4.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to an area.

4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.

4.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.

4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

ARTICLE 5 - COVENANTS**5.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work

performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interfere with public access over the Land;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (s) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
 - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

5.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 6 - LIMITATIONS

6.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

- (b) this Agreement is subject to
- (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 5.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described

in subsections (b) and (e);

- (i) you will maintain in good standing the agreement on File No. 2402410 and the agreement on File No. 2404487 and that you will be in default of this Agreement should the agreement on File No. 2402410 and the agreement on File No. 2404487 be cancelled or terminated and not replaced by us;
- (j) this Agreement is subject to the Statutory Right of Way granted to Executive House Power Corporation and Magrath Energy Limited Partnership and Blakey Energy Resources Inc. and Whistler Hydro Inc. as defined on Plans LMP11342, LMP26075 and LMP26076 on file in the Land Title Office at New Westminster for hydro-electric development purposes;
- (k) this Agreement is subject to Licence No. 238823 issued to Whistler Heli-Skiing Ltd. for heli-skiing purposes;
- (l) this Agreement is subject to Licence No. 240601 issued to Whistler Helisledder Ltd. for snowmobiling purposes;
- (m) this Agreement is subject to Licence No. 238984 issued to Whistler Alpine Guides Bureau Ltd. for non-motorized commercial recreation purposes;
- (n) this Agreement is subject to Permit No. 239475 issued to Rogers Communications Inc. for access road purposes;
- (o) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (p) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(s)(iii); and
- (q) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

7.1 On the Commencement Date, you will deliver to us security in the amount of \$5,000.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.

7.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal

injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

8.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and

in the absence of applicable laws and policy consent will not be unreasonably withheld.

- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

9.1 You agree with us that

- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
- (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against

you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or

- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure

to each other of all relevant facts, information and documents to facilitate those efforts.

- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in City of Surrey, British Columbia, and if we or our authorized representative have no office in City of Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to City of Surrey, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

COUGAR MOUNTAIN ADVENTURES LTD.
Po Box 1151
Whistler, BC V0N 1B0

OUTDOOR ADVENTURES @ WHISTLER LTD.
218-4293 Mountain Sq
Whistler, BC V0N 1B4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and

- (b) you diligently attempt to remove the delay.

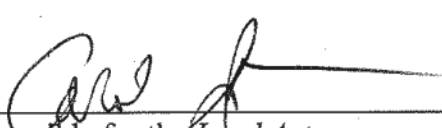
12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

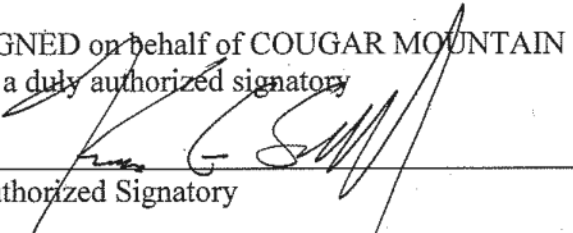
12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **COUGAR MOUNTAIN ADVENTURES LTD.**
by a duly authorized signatory


Authorized Signatory

SIGNED on behalf **OUTDOOR ADVENTURES @ WHISTLER LTD.**


Authorized Signatory

COMMERCIAL RECREATION LICENCE - MP

Page 20 of 23

LEGAL DESCRIPTION SCHEDULE

