



Ministry of  
Environment

**PARK USE PERMIT**

**RECREATION SERVICES DELIVERY**

Park Use Permit No.: LM08116407

Page 1 of 47

THIS AGREEMENT is dated for reference **May 8, 2008** and is made under the *Park Act*.

BETWEEN:

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

(the "Province")

AND:

**SSG Holdings Ltd. (159229, March 16, 1977)**

PO Box 215  
Maple Ridge BC  
V2X 7G1

(the "Permittee")

The parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

**1.1** In this Agreement,

**"Agreement"** means this park use permit;

**"Additional Fees"** means the fees to be collected by the Permittee from Operating Area Users for Additional Services;

**"Additional Services"** means the services, other than Park Act Services, identified in the Annual Operating Plan;

**"Annual Operating Plan"** means

- (a) the first year of the business plan which was approved by the Province as part of the proposal that led to the grant of this Agreement to the Permittee, and
- (b) for the remainder of the Term, the annual operating plan approved by the Province under Article 5;



and includes all amendments to and replacements of those plans;

**“Bundle”** means the sum of the Operating Areas listed in Schedule “A”;

**“Bus Annual Pass”** means the annual pass which for its duration allows unlimited parking for a bus in the frontcountry;

**“Business Plan”** means

(a) in the case of the first three years of the Term, the business plan which was approved by the Province as part of the proposal that led to the grant of this Agreement to the Permittee; and

(b) for the remainder of the Term, the business plan approved by the Province under Article 5;

and includes all amendments to and replacements of those plans;

**“Commencement Date”** means **May 14, 2008**;

**“Disposition”** includes a park use permit, resource use permit or other authorization made under the *Park Act*;

**“Facilities”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Operating Area, and attached to the Operating Area or intended to become a part of the Operating Area;

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

**“Gross Revenue”** means the Park Act Fees and the Pass Fees collected by the Permittee under this Agreement, excluding GST;

**“GST”** means the goods and services tax imposed under the *Excise Tax Act* (Canada);

**“OHS Regulation”** means the British Columbia Regulation 296/97 entitled “*Occupational Health and Safety Regulation*”, as it may be amended from time to time;

**“Operating Area”** means a park, or those parts of a Park identified in Schedule “A”;

**“Operating Area User”** means a person in an Operating Area;

**“Operating Year”** means the period of time commencing on April 1 (except in the case of the first year of the Term when the period of time will commence on the Commencement Date), and terminating on March 31 in the following year; and the



final year of the Term when the period of time will terminate on **October 31, 2018**

**"Operational Maintenance"** means the maintenance of the Facilities that is described in Schedule "C" but does not include Preventative Maintenance;

**"Park Act Fees"** means the Park Act Fees (Basic) and the Park Act Fees (Increase);

**"Park Act Fees (Basic)"** means the fees, except for Pass Fees, imposed under the *Park Act* for Park Act Services which are in force on the Commencement Date;

**"Park Act Fees (Increase)" means**

(a) any increase in the fees, except for Pass Fees, imposed under the *Park Act* during the Term which exceed the Park Act Fee (Basic);

(b) the fees, except for Pass Fees, imposed under the *Park Act* during the Term, and

(c) any increase in the fees referred to in paragraph (b) during the Term;

**"Park Act Services"** means the operation of the Facilities; the provision of camping and day use services; and the activities for which a fee is imposed under the *Park Act*;

**"Park Design Standards"** means the document entitled "Park Design Guidelines & Data" which is dated 1996 and includes all amendments to and replacements of that document;

**"Park Facility Standards"** means the document entitled "Park Facility Standards" which is dated August 1991 and includes all amendments to and replacements of that document;

**"Park Information Standards"** means the document entitled "Standards for Park Information for Park Facility Operators" which is dated December 2002 and includes all amendments to and replacements of that document;

**"Parking Fees"** means

(a) the fees imposed under the *Park Act* which are in force on the Commencement Date for vehicle parking where such vehicle does not display a current Recreation Stewardship Annual Pass or a Bus Annual Pass or a valid receipt for overnight camping in the Park in which the vehicle is parked,

(b) all fees imposed under the *Park Act* during the Term for vehicle parking where such vehicle does not display a current Recreation Stewardship Annual Pass or a Bus Annual Pass or a valid receipt for overnight camping in the Park in which the vehicle is parked; and

(c) any increase in the fees referred to in paragraphs (a) and (b) during the Term;

**"Parks"** means the parks, recreation areas and protected areas listed in Schedule "B";



**"Pass Fees"** means the Parking Fees and the Recreation Stewardship Fees collected by the Permittee under this Agreement;

**"Policies"** means the policies of the Province entitled

- (a) "BC Parks Conservation Program Policies" which is dated September 1997,
- (b) "BC Parks Impact Assessment Process, Part 1, Policy" which is dated April 1999,
- (c) "BC Parks Impact Assessment Process, Part 2, User Guide" which is dated April 1999, and
- (d) "Bear-People Conflict Prevention Plan" which is dated December 2002;

and includes all amendments to and replacements of those policies;

**"Preventative Maintenance"** means the maintenance of the Facilities described in the Business Plan but does not include Operational Maintenance. Explanations and examples of Preventative and Operational Maintenance include, but are not limited to, the following:

Preventative Maintenance	Operational Maintenance
<p>Scheduled projects approved by us in the Annual Operating Plan that are non routine to ensure facilities remain safe, meet industry standards and comply with the Park Facility Standards or if no standards are set out in the Park Design Standards and the Park Facility Standards, to the standards required by us. Scheduled annual preventative maintenance inspection to prevent breakdowns and extend facility life expectancy. Scheduled condition assessments by qualified professionals to determine condition and remaining service life. Projects of significant scale and magnitude, which stand alone and are independent from Operational Maintenance in their size and complexity. Major facility replacement projects.</p>	<p>Routine, regular, scheduled or periodic servicing, repairs, replacements, cleaning and inspection of all Facilities and Operating Areas to ensure that they are safe, clean, operational, fully functional and in compliance with Schedule "C" Service Standards. All labour, materials, supplies, vehicles, equipment, tools and clothing required to comply with Schedule "C" Service Standards</p>

Examples of Preventative Maintenance include:

- Shower building roof replacement projects
- Trail reconstruction project



- Campground reconstruction project
- Facility replacement project
- Float & boat ramp replacement project
- Dock piling replacement project
- Vegetation management project
- Paved road crack sealing project
- Gate replacement
- Hand pump/well replacement
- Major vandalism incident repair project

Examples of Operational Maintenance include:

- Grass cutting
- Road grading & brushing
- Condition assessments conducted by Permittee staff
- Campsite cleaning
- Garbage & recycling collection
- Float & boat ramp repairs
- Marker/mooring buoy annual inspection and component repair
- Minor vandalism repair/replacement
- Sewage waste pumping and disposal
- Painting & staining of all facility components
- Vandalism repair/replacement
- Parking fee machine repairs up to \$3,000.00 per incident/repair
- Table board refinishing & field coating – approximately 1/3 of all table boards per season
- Sign replacement
- Dust suppressant
- Repair of broken fixtures, water lines, furnishings and signs, leaking taps broken windows, door hardware and other similar types of work
- Routine monitoring and mitigation of tree and vegetation hazards
- Replacement of broken Facility components e.g. sprinklers, fire ring/grates, table planks, sign posts, pit toilet roofs, table bases.

**"Preventative Maintenance Amount"** means, subject to Article 5, [s.17,s.21](#)

**"Prime Contractor"** means the "prime contractor" as defined in the *Workers Compensation Act*;

**"Recreation Services"** means the Additional Services and the Park Act Services; **"Recreation Stewardship Annual Pass"** means the annual pass referred to in the Regulations which permits vehicle parking in the Parks;

**"Recreation Stewardship Fees" means**

- (a) the fees imposed under the *Park Act* for a Recreation Stewardship Annual Pass which are in force on the Commencement Date; and
- (b) any increase in the fees referred to in paragraph (a) during the Term;



**"Regulations"** means the regulations made under the *Park Act*;

**"Safety Program"** means an occupational health and safety program described in the *Workers Compensation Act* and the *OHS Regulation*;

**"Subcontractor"** means the person or persons listed in section 11 of Schedule "C" or any other person approved, in writing, by the Province;

**"Term"** means the period of time set out in section 2.3;

**"User Guide"** means the document entitled "User Guide for Condition Assessments and Instructions for the Use of Forms" which is dated November 20, 2002 and includes all amendments to and replacements of that document;

**"WCB Act"** means the *Workers Compensation Act* and all applicable regulations created pursuant to the powers conferred under that Act;

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

**"you"** or **"your"** refers to the Permittee.

**1.2** The schedules to this Agreement are as follows:

Schedule "A" - Bundle; Schedule "B" - Parks; Schedule "C" - Service Standards; Schedule "D" - Financial Matters; and Schedule "E" - Annual Operating Plan Requirements.

## **Article 1B - REPRESENTATIONS AND WARRANTIES**

1B.1 The Permittee represents and warrants to the Province on the execution of this Agreement and at all times during the Term that:

- (a) it is a corporation duly organized and validly existing under the laws of British Columbia; the under the *Business Corporations Act* (Canada) or under the laws of any other province or state in which case it is registered extra-provincially in British Columbia;
- (b) it is in good standing with respect to the filing of annual reports according to the records of the Office of the Registrar of Companies of British Columbia;
- (c) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (d) all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Permittee;
- (e) this Agreement has been legally and properly executed by the Permittee and is legally binding upon and enforceable against the Permittee in accordance with its terms;



- (f) all information, statements, documents and reports furnished or submitted by the Permittee to the Province in connection with this Agreement, are true and correct;
- (g) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (h) the observance and performance of the terms and conditions of this Agreement, or any other agreement referred to in subsection 2.1 (f), will not constitute a breach by it of or a default by it under
  - (i) any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on it,
  - (ii) its constating documents, or
  - (iii) any contract or agreement to which it is a party;
- (i) the Permittee is not a party to, or threatened with, any litigation and has no knowledge of any claims against it that would materially affect its undertaking or financial condition;
- (j) the Permittee is not in breach of any statute, regulation or bylaw applicable to the Permittee or its operations;
- (k) the Permittee holds all permits, licences, consents and authorities issued by any federal, provincial, regional or municipal government or an agency of any of them, that are necessary in connection with the operations of the Permittee;
- (l) it has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by the Permittee, its directors or officers to the Province in connection with this Agreement;
- (m) it has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable it to fully perform the Services;
- (n) it has independently reviewed all labour relations issues related to the performance of the Permittee's obligations under this Agreement; and

1B.2 All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by, or on behalf of, the Permittee are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.



1B.3 All statements contained in any certificate or other document delivered by or on behalf of the Permittee to the Province under this Agreement or in connection with any of the transactions contemplated by this Agreement will be deemed to be representations and warranties of the Permittee under this Agreement.

1B.4 The provisions of sections 1B.1 and 1B.2 will continue in full force and effect notwithstanding the fulfilment by the Permittee of any or all of its obligations under this Agreement or the payment by the Province to the Permittee of any or all of the monies that the Province becomes liable to pay to the Permittee pursuant to this Agreement.

## ARTICLE 2 - GRANT OF RIGHTS AND TERM

2.1 On the terms and conditions of this Agreement, we grant you a park use permit to occupy the Operating Areas only for the purposes of

- (a) offering the Recreation Services to Operating Area Users;
- (b) operating and maintaining the Facilities;
- (c) collecting and retaining the Additional Fees;
- (d) collecting and remitting the Park Act Fees and the Pass Fees to us in accordance with Schedule "D";
- (e) offering Recreation Stewardship Annual Passes for sale to Operating Area Users;
- (f) permitting Operating Area Users who are exempt from the payment of Park Act Fees or the Pass Fees under the *Park Act* to use the Operating Areas free of charge; and
- (g) controlling the Operating Areas to ensure their safe and orderly use by Operating Area Users including the right to
  - (i) regulate and prohibit the entry, movement and activities of Operating Area Users,
  - (ii) evict Operating Area Users, and
  - (iii) make arrangements with the police force having jurisdiction over the Operating Area to regulate public safety and conduct.

2.2 In addition to the rights granted to you under section 2.1, you may advertise the Recreation Services offered by you under this Agreement provided such advertising complies with the Park Information Standards.

2.3 The term of this Agreement commences on the Commencement Date and terminates on October 31, 2018, or such earlier date provided for in this Agreement.

2.4 If we decide to permit the offering of services, other than Recreation Services, in an Operating Area we will offer you the first right to offer such services to Operating Area Users as Additional Services and, if you accept our offer, we will approve the offering of those Additional Services in the Annual Operating Plan for the next Operating Year.



### ARTICLE 3 – FINANCIAL MATTERS

- 3.1 You will remit the Park Act Fees and the Pass Fees to us in accordance with Schedule “D”.
- 3.2 You must keep books and records with respect to your operations under this Agreement and enter in them, among other things, all transactions pertaining to Gross Revenue and we may inspect and take copies of and cause an audit to be taken by an independent auditor of such books and records.
- 3.3 In the event that an audit taken under section 3.2 reveals that the amount paid or credited to us under this Agreement was less than that required under this Agreement you must immediately pay to us the cost of that audit together with the outstanding amount.
- 3.4 You are registered for GST purposes <sup>s.17,s.21</sup> and you will, in accordance with the *Excise Tax Act* (Canada), account to the Receiver General (Canada) for the GST collected by you under this Agreement.

### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) all money payable by you to us under this Agreement to us at the address set out in Article 11,
    - (ii) all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Operating Areas, the Facilities, and your operations under this Agreement and which you are liable to pay; and
    - (iii) all charges for fuel oil, electricity, gas water, sewer, telephone and other utilities supplied to the Operating Areas;
  - (b) deliver to us immediately upon demand, receipts or other evidence of the payment of all money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority having jurisdiction in any way affecting the Operating Area and the Facilities, or their use and occupation, and your operations under this Agreement.
    - (ii) the provisions of this Agreement,



- (iii) the provisions of the Park Design Standards, the Park Facility Standards, the Park Information Standards, the Policies, the User Guide and the documents entitled "Discover Camping Reservation Service, Guidelines for Park Facility Operators" and "Facility Management System User Manual" as they affect the Parks and the Facilities, or their use and occupation, and your operations under this Agreement, and
  - (iv) all of your obligations set out in the schedules to this Agreement;
- (d) at your expense, keep the Operating Areas and the Facilities in a safe, clean and sanitary condition, and at our written request, make the Operating Areas and the Facilities safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Operating Areas or do anything on the Operating Areas that may be or become a hazard, nuisance or annoyance to an owner or occupier of land in the vicinity of the Operating Areas;
- (f) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) in the Operating Areas without our prior written consent and without providing to us the written undertaking referred to in the *Park Act*;
- (g) use and occupy the Operating Areas only in accordance with and for the purposes set out in section 2.1;
- (h) permit us, or our authorized representatives, to enter on the Operating Areas at any time to inspect the Operating Areas and the Facilities;
- (i) not make, construct, install, erect, build, alter, add to, in on or under the Operating Areas any Facility or repair, replace, restore or overhaul any Facility except for the purposes set out in the Annual Operating Plan and
- (i) to the standards set out in the Park Design Standards and the Park Facility Standards, or
  - (ii) if no standards are set out in the Park Design Standards and the Park Facility Standards, to the standards required by us;
- (j) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Operating Areas except for money that you are required to hold back under the *Builders Lien Act*;
- (k) keep the Operating Areas free of all liens or claims of lien filed under the *Builders Lien Act* or otherwise. 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 Operating Area or any interest of yours under this Agreement to sale or forfeiture, if you shall fail to discharge any such lien or claim of lien within thirty (30) days of written notice of the same being given to you, the Province, in addition to any other right or remedy, may, but shall not be obligated to, discharge the claim of lien or lien by paying the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the Province shall be reimbursed by you to the Province forthwith upon demand.



- (l) not permit Operating Area Users to
  - (i) undertake any activity in the Operating Areas that is prohibited under the *Park Act* or the Regulations, or
  - (ii) enter on any part of the Operating Areas that is, in your reasonable opinion unsafe due to an existing or potential hazard, including fires and dangerous animals, and you must immediately advise us of all existing or potential hazards;
- (m) take all reasonable precautions to prevent and suppress fires in the Operating Areas;
- (n) not misrepresent your rights or obligations under this Agreement to any person;
- (o) supply all labour, vehicles, equipment, tools, materials and supplies that are necessary to fulfill your obligations under this Agreement;
- (p) not interfere with the lawful activities of Operating Area Users except as expressly permitted or required under this Agreement;
- (q) 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 non-performance 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 Operating Areas by virtue of your entry upon, use or occupation of the Operating Areas,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (r) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Operating Areas, and subject to paragraphs (ii) and (iii), the Facilities in a safe, clean and sanitary condition;
  - (ii) within 30 days,
    - (A) remove from the Operating Areas any Facility, tool or equipment you want to remove, if the Facility, tool or equipment you was placed on or made to the Operating Areas by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Operating Areas,
    - (B) you must remove from the Operating Areas any other assets and fixtures including tools, equipment, materials and supplies.
  - (iii) remove from the Operating Areas any Facility that we, in writing, direct or permit you to remove, other than any Facility permitted to be placed on or made to the Operating Areas under another Disposition, and



- (iv) restore the surface of the Operating Areas as nearly as may reasonably be possible to the same condition as they were on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove a Facility under paragraph (iii), this paragraph will not apply to that part of the surface of the Operating Area on which that Facility is located,

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

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

4.3 You acknowledge receipt from us of a copy of the documents referred to in paragraph 4.1(c) (iii).

#### **ARTICLE 4B – WORKERS COMPENSATION, INSURANCE AND INDEMNITY**

4B.01 The Permittee warrants and represents to the Province that as of the date of this Agreement and throughout the term of this Agreement

- (a) it is and will remain registered as an employer under the *Workers Compensation Act* under registration number ~~s.17,s.21~~
- (b) it has paid and will pay all assessments due and payable by it under the *Workers Compensation Act*, and
- (c) it is and will remain in compliance with that Act and all regulations under that Act.

4B.02 The Permittee agrees that it will not permit any contractor of that party, or any of that contractor's "workers" (as that term is defined in the *Workers Compensation Act*), to:

- (a) work on a project specified in the Annual Operating Plans, or
- (b) enter on, use or occupy the Operating Area,

unless the party has obtained written confirmation from the Workers Compensation Board that the contractor

- (c) is registered as an employer under the *Workers Compensation Act*, and
- (d) has paid all assessments due and payable by it under the *Workers Compensation Act*.

4B.03 For the purposes of the WCB Act and the OHS Regulation, you are the Prime Contractor in connection with the rights granted to you under section 2.1. You will deliver written notice to the Province:

- (a) of the name of the person you have appointed to discharge for you the responsibilities of a "qualified coordinator" as described in the WCB Act; and
- (b) confirming that the Safety Program has been initiated and is readily available in accordance with the WCB Act, in connection with this Agreement.



4B.04 Notwithstanding any limitation in the OHS Regulation which would exempt the Contractor from the requirement to initiate and maintain an occupational health and safety program, initiate and at all times maintain the Safety Program in connection with the Services and this Agreement, and ensure that the Safety Program

- (a) is designed to prevent injuries and occupational diseases within the contemplation of the *Workers Compensation Act* and the OHS Regulation;
- (b) provides for the establishment and maintenance of a system or process to ensure compliance with the *Workers Compensation Act* and the OHS Regulation in respect of the Services and this Agreement; and
- (c) satisfies the requirements of an occupational health and safety program under the *Workers Compensation Act* and the *OHS Regulation*

#### **ARTICLE 5 - ANNUAL OPERATING PLAN, BUSINESS PLAN, AND PREVENTATIVE MAINTENANCE**

5.1 You must, at your expense, prepare and deliver to us for our approval not later than November 1, 2008, and each anniversary of that date during the Term,

- (a) an Annual Operating Plan for the next Operating Year which must
  - (i) describe in detail your plan to implement the provisions of the Business Plan,
  - (ii) describe the services you propose to offer to Operating Area Users in addition to the Recreation Services and the fees you propose to collect from Operating Area Users for those services, and
  - (iii) include the information set out in Schedule "E"; and
- (b) a Business Plan which is updated to include the following information with respect to your proposed operation under this Agreement in the Operating Year which is to start in the year following the last Operating Year addressed in the Business Plan:
  - (i) a description of and proposed timing for
    - (A) the services you propose to offer to Operating Area Users in addition to the Recreation Services and the fees you propose to collect from Operating Area Users for those services,
    - (B) the repairs, replacements, restorations and overhauls you propose to make to the Facilities,
    - (C) the Facilities you propose to make, construct, install, erect, build, alter or add to, in, on or under the Operating Areas,
    - (D) your advertising program, and
    - (E) reports to be completed by you, in accordance with the User Guide, to assess the state of repair of the Facilities,
  - (ii) revenue and cash flow projections,



- (iii) your organizational structure, proposed staffing levels, performance monitoring methods, and inspection procedures to ensure quality service throughout the Operating Areas, and
  - (iv) staff hiring, training, and dismissal policies.
- 5.2 Not later than 30 days following the delivery of the proposed Annual Operating Plan and the updated Business Plan to us under section 5.1, we will review those plans and, in our sole discretion, either approve or reject those plans and, if we reject one or both of those plans, we will notify you, in writing, of all information that we require from you in order to review and evaluate the rejected plan or plans and all revisions that we require you to make to the rejected plan or plans, including the revisions referred to in section 5.3, and, not later than 30 days following your receipt of that notice, you will deliver to us the requested information and the revised plan or plans and you acknowledge that, among other things, the revisions we ask you to make to the proposed Annual Operating Plan and the updated Business Plan will ensure that
  - (a) the proposed Annual Operating Plan complies with the provisions of the Business Plan for the Operating Year for which the proposed Annual Operating Plan is submitted; and
  - (b) the updated Business Plan
    - (i) complies with the proposal that led to the grant of this Agreement to you, and
    - (ii) provides for the assessment of the condition of each of the Facilities at least once every five years of the Term.
- 5.3 With respect to the Preventative Maintenance described in the proposed Annual Operating Plan referred to in subsection 5.1(a), you acknowledge that we may, in our sole discretion, approve or reject any item of Preventative Maintenance described in that proposed Annual Operating Plan and, if we reject an item of Preventative Maintenance and we later complete that Preventative Maintenance, you will immediately upon demand pay to us all of the costs incurred by us to complete that Preventative Maintenance.
- 5.4 You must complete all inspections, diagnostic maintenance, and condition assessments of the Facilities in accordance with the schedule set out in the Annual Operating Plan and, with respect to condition assessments of the Facilities, such condition assessments must be completed by a person approved, in writing, by us and to the standards required by the User Guide.
- 5.5 Not later than 30 days following the completion of each item of Preventative Maintenance described in the Annual Operating Plan, you will advise us of all of your costs to complete such Preventative Maintenance and deliver to us a copy of invoices for the services and materials supplied to you to complete that Preventative Maintenance and such invoices must
  - (a) identify the services or materials supplied to you to complete the Preventative Maintenance; and
  - (b) be acknowledged, by the supplier of the services or materials, to be paid in full by you.



5.6 If you expend

(a) less than the Preventative Maintenance Amount on Preventative Maintenance in an Operating Year then we may, in our sole discretion, advise you in writing that

- (i) the Preventative Maintenance Amount for the following Operating Year will be increased by an amount equal to the unexpended amount, or
- (ii) you must pay to us an amount equal to the unexpended amount not later than 30 days following delivery of that written notice to you; or

(b) more than the Preventative Maintenance Amount on Preventative Maintenance in an Operating Year, we will advise you in writing that the Preventative Maintenance Amount for the next Operating Year will be reduced by an amount equal to the amount spent by you in the last Operating Year in excess of the Preventative Maintenance Amount.

5.7 You acknowledge that we may, not later than September 1 in any year of the Term and by notice in writing to you, change the Preventative Maintenance Amount for the next Operating Year by:

(a) adjusting any deficiency payment payable to you by an amount equal to the change in the Preventative Maintenance Amount for the next Operating Year or,

(b) adjusting your return to us by an amount equal to the change in the Preventative Maintenance Amount for the next Operating Year.

5.8 You agree with us that, despite section 5.1(b), you must at your expense

(a) prepare and deliver to us between September 15, 2010 and October 1, 2010, and between September 15, 2013 and October 1, 2013, a proposed new Business Plan and a proposed Schedule "D" applicable to the following three years of the Term respectively; and prepare and deliver to us between September 15, 2016 and October 1, 2016 a proposed new Business Plan and a proposed new Schedule "D" applicable to the remaining two years of the Term;

(b) after making each of the proposals under subsection (a), attempt, in good faith, to negotiate an agreement with us as to a new Business Plan and Schedule "D"; and

(c) enter into such amendments to this Agreement as are necessary to reflect any agreement reached under subsection (b).

5.9 If an agreement is not reached under subsections 5.8(b) within 60 days after delivery of the proposals contemplated by subsection 5.8(a) or you fail to deliver such proposals within the time required by subsection 5.8(a), either party may terminate this Agreement on 60 days written notice to the other, and neither party will be entitled to compensation from the other if this Agreement is terminated under this section.

5.10 Article 10 does not apply to a failure of the parties to reach an agreement under subsection 5.8(b).



- 5.11 You acknowledge that when reviewing your proposed new Business Plan and Schedule "D", and in the ensuing negotiations referenced in 5.8 (b) we require the following details from you:
- (a) your capacity, capability, and commitment to meet the terms of the Agreement and the proposed new Business Plan;
  - (b) evidence that quality is going to be maintained consistently throughout the Bundle. This may include showing us that the following are in place, in use, and current:
    - (i) clear policies and procedures to ensure compliance with the Agreement,
    - (ii) work identification and planning,
    - (iii) procedures to ensure customer issues are quickly resolved, and
    - (iv) site safety and emergency response systems and procedures;
  - (c) that the proposed new Business Plan seeks revenue increases and controls costs;
  - (d) in preparation for our review of the new Business Plan and Schedule "D", you need to ensure that all documents and reports as required by the Agreement have been submitted.

## **ARTICLE 6 – LIMITATIONS**

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Operating Areas or to maintain or improve existing access roads;
  - (b) we may make other Dispositions of or over the Operating Areas;
  - (c) you will make no claim for compensation, in damages or otherwise, in respect of a Disposition made by us under subsection (b), where such Disposition does not materially affect the exercise of your rights under this Agreement;
  - (d) 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 rights reserved to us in subsection (b) will be borne solely by you;
  - (e) you will not remove or permit the removal of any Facility from an Operating Area except as expressly permitted or required under this Agreement;
  - (f) any interest you may have in the Facilities ceases to exist and becomes our property upon the termination of this Agreement, except where a Facility may be removed under paragraph 4.1(r)(ii) or (iii) in which case any interest you may have in that Facility ceases to exist and becomes our property if the Facility is not removed from the Operating Area within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and



- (g) if, after the termination of this Agreement, we permit you to remain in possession of the Operating Areas 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 tenant 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 - FINANCIAL SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of <sup>s.17,s.21</sup> 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 Financial 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, provided we have given you notice and an opportunity to perform the required obligations, appropriate to the circumstances . If such event occurs, you will, within 30 days of that event, deliver further Financial 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 Financial 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 Financial Security; and
  - (b) provide and maintain another form of Financial Security in replacement of or in addition to the Financial Security posted by you under this Agreement;
- and you will, within 30 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Financial Security has been provided by you.
- 7.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, maintain during the Term



- (i) Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences in or on the Operating Area or the Facilities including the following coverages:
    - (A) products and completed operations liability,
    - (B) owner's and contractor's protective liability,
    - (C) blanket written contractual liability,
    - (D) contingent employer's liability,
    - (E) personal injury liability,
    - (F) non-owned automobile liability,
    - (G) cross liability,
    - (H) employees as additional insured's,
    - (I) broad form property damage, and
    - (J) tenant's legal liability in an amount equal to the replacement value of the Facilities that are buildings, structures and other improvements,
  - (ii) automobile liability insurance for commercial use on all vehicles owned or operated by you (including rented vehicles) in an amount not less than \$2,000,000.00 inclusive per occurrence,
  - (iii) unless such insurance is provided under the insurance referred to in paragraph 7.6(a)(i), watercraft liability insurance for all watercraft owned or operated by you (including rented watercraft) in an amount not less than \$2,000,000.00 inclusive per occurrence, and
  - (iv) all risks property insurance covering your furniture, fittings, fixtures, stock-in-trade and merchandise in an amount not less than the replacement value of all of that property;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
- (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) except for the insurance referred to in paragraph 7.6(a)(ii) and (iv), endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver to us immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.



7.7 You acknowledge that we may, from time to time, notify 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 30 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.

## ARTICLE 8 – ASSIGNMENT

8.1 You must not sub licence, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Operating Area, other than a Subcontractor, without our prior written consent, which consent we may withhold in our sole discretion.

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.

## ARTICLE 9 – CANCELLATION

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 10 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 Operating Area for the purposes set out in this Agreement, and your failure continues for 10 days after we give written notice of the failure to you;

(c) 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;
- (d) 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;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person.;

9.2 If any event set out in section 9.1 occurs, we may

- (a) pursue any remedy available to us at law or equity, and you acknowledge that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy available to us to cure the default;
- (b) take any action in our or your name that may reasonably be required to cure the default and you will pay to us, on demand, all of the costs and expenses incurred by us as a result of that action;
- (c) suspend, in whole or in part, your rights under this Agreement; or
- (d) with or without entry, terminate this Agreement.

9.3 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 10 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 10 days and diligently complete the same.

9.4 Without limiting our rights under this Article, for the purpose of fulfilling our obligations to a First Nation under a treaty or interim measure agreement between us and that First Nation, we may decide, in our sole discretion

- (a) after the second and before the third anniversary of the Commencement Date; and
- (b) after the fifth and before the sixth anniversary of the Commencement Date;

to amend this Agreement to remove all or part of an Operating Area from Schedule "A", and if we decide to do so, we will provide you with written notice of our decision and this Agreement will be deemed to be amended

- (c) in the event notice is provided under subsection (a), on the sixth anniversary of the Commencement date; or



(d) in the event notice is provided under subsection (b), on the ninth anniversary of the Commencement Date;

to remove such Operating Area or part of an Operating Area from Schedule "A" and your obligations under this Agreement will be deemed to be amended with respect to the changes made to Schedule "A".

- 9.5 If we give you written notice under section 9.4, we will, in that written notice, offer to you the right to enter into a services agreement with us to provide the First Nation with training in the offering of Park Act Services within the Operating Area or part of the Operating Area to be removed from Schedule "A" on the terms and conditions described in the written notice.
- 9.6 If, on your receipt of the written notice referred to in section 9.4, you determine, in your sole discretion, that your operations under this Agreement will be materially affected by the removal of all or part of the Operating Area described in that written notice from Schedule "A", you may advise us, in writing, of that fact and, this Agreement will terminate on the date set out in the written notice delivered to you under section 9.4.
- 9.7 You agree with us that
- (a) you will make no claim for compensation, in damages or otherwise, upon
    - (i) the lawful termination of this Agreement under section 9.2 or 9.6, or
    - (ii) the removal of all or part of an Operating Area from Schedule "A" under section 9.4;
  - (b) not later than 30 days prior to the date
    - (i) this Agreement is terminated under section 9.2 or 9.6, or
    - (ii) all or part of an Operating Area is removed from Schedule "A" under section 9.4;

you will advise us, in writing, of all outstanding reservations made for the use of campsites (or other Facilities for which reservations can be made) in the Operating Area (and pay to us all money held by you for such reservations) and provide to us all other information available to you relating to the delivery of Recreation Services; and

(c) our remedies under this Article are in addition to those available to us under the *Park Act*.

- 9.8 If one or more Parks covered by the Agreement are permanently closed to public use by us, we will work diligently and in good faith with you to negotiate an amendment to the Agreement, the Annual Operating Plan, and the Three Year Business Plan and any related plans or for the orderly winding up of the Agreement if this is deemed necessary by you or us due to the reduction of parks covered by the Agreement.



## ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will attempt 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 the resolution of the dispute.
- 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 under 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 office at the address set out in Article 11.
- 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 Environment  
Environmental Stewardship Division  
Lower Mainland Region  
10470 – 152<sup>nd</sup> Street, Surrey,  
B.C. V3R 0Y3**

to you

**SSG Holdings Ltd. (159229, March 16, 1977)  
PO Box 215  
Maple Ridge B.C. V2X 7G1**

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 the 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 for 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 – INTERPRETATION**

- 12.1 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.
- 12.2 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.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 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.
- 12.5 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.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 Time is of the essence of this Agreement.



- 12.11 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.
- 12.12 If any part of an Operating Area is in a recreation area established or continued under the *Park Act*, this Agreement is deemed to be a resource use permit (as that term is defined in the *Park Act*) issued over that recreation area.
- 12.13 Any reference or requirement in the Agreement that requires the Permittee to keep, provide, show, deliver or otherwise allow the Province or its agent to see or use books, records, receipts or similar documentation only pertains or applies to those books, records, receipts or similar documentation created to record its business, revenues and costs under the Agreement that directly affect the Province. For greater clarification, nothing in the Agreement will require the Permittee to provide the Province with information related to any business or business operations outside those expressly provided for by the Agreement nor any information related to sources of income or costs that do not directly relate to, or affect Park Act Services. Without limiting the generality of the foregoing, the Permittee does not have to provide the Province with any books, records, receipts or similar documentation related to any business not related to Park Act Services nor for any businesses such as firewood sales, ice sales or concessions run within the Parks.

### **ARTICLE 13 - MISCELLANEOUS**

- 13.1 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.
- 13.2 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.
- 13.3 The grant of a sub licence, 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 sub licence, assignment or transfer of this Agreement.



- 13.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 13.5 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 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 if it is within your power to do so.
- 13.6 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 operating, maintaining, repairing, replacing, servicing, creating or developing any Operating Area or the Facilities and you are solely responsible for all costs and expenses associated with your use of the Operating Areas and the Facilities for the purposes set out in this Agreement;
  - (b) we may, from time to time, on prior written notice to you, appoint a third party contractor as the Prime Contractor in connection with works and activities that may be undertaken and performed at any location or locations in the Operating Area, for a period of time. These works and activities will not be any works or activities that you currently undertake pursuant to this Agreement and to the satisfaction of the Province but will be primarily construction activities taking place within your area of operation and therefore may overlap with your current operations. Such works and activities, location(s), and period(s) of time will be specified and defined by us in the written notice. You will cooperate in good faith with the new designated Prime Contractor to ensure a safe and seamless transition between the two parties and the commencement and conclusion of the work. On conclusion of the works and activities referenced in this section, we will deliver written notice to you and you will resume the responsibilities of the Prime Contractor in connection with the Agreement at the applicable location. Nothing in this subsection is intended to allow us to replace you or substitute services for those you are currently providing to the satisfaction of the Province; and
  - (c) nothing in this Agreement constitutes you as our agent, joint venture, or partner or gives you any authority or power to bind us in any way.
- 13.7 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.



Park Use Permit No.: LM08116407

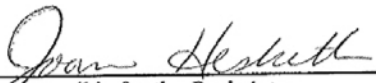
Page 26 of 47

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

SIGNED on behalf of

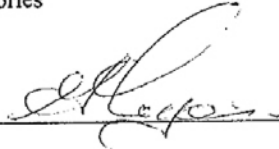
**HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**

by the minister responsible for the *Park Act* or  
the minister's authorized representative

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

SIGNED by ~~Nancy Wilkin~~ JOAN HESKETH  
~~Assistant Deputy Minister~~  
~~Environmental Stewardship Division~~  
Ministry of Environment

SIGNED on behalf of: **SSG Holdings Ltd. (159229, March 16, 1977)**  
by its authorized signatories

Authorized Signatory 

Authorized Signatory \_\_\_\_\_



**SCHEDULE "A"**

**BUNDLE**

**The Bundle is the sum of the following Operating areas:**

1. Golden Ears Park
2. Rolley Lake Park



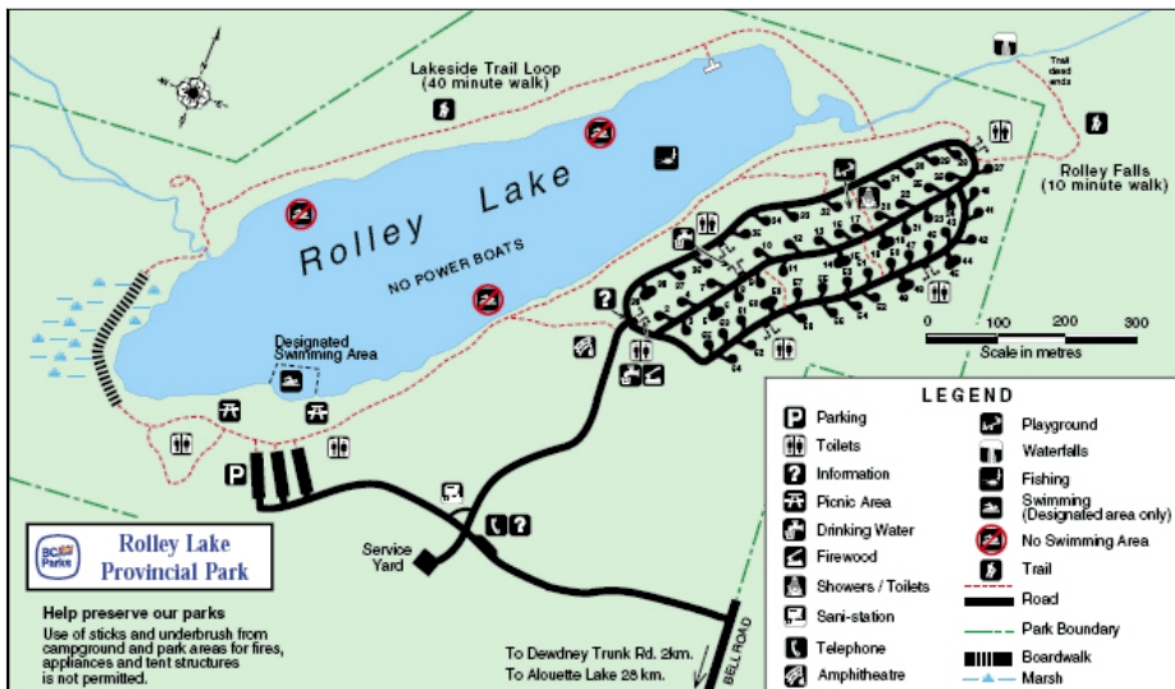
**APPENDIX "1" TO SCHEDULE "A"**  
**GOLDEN EARS PARK OPERATING AREA**





## APPENDIX "2" TO SCHEDULE "A"

## ROLLEY LAKE PARK OPERATING AREA





## **SCHEDULE "B"**

### **PARKS**

1. Golden Ears Park
2. Rolley Lake Park



## SCHEDULE “C”

### SERVICE STANDARDS

#### PART A - RECREATION SERVICES AND THE COLLECTION OF PARK ACT FEES AND PASS FEES

1. You must offer the Recreation Services to Operating Area Users as follows:

- (a) the Additional Services must be offered to Operating Area Users at the times set out in the Annual Operating Plan; and
- (b) the Park Act Services may be offered to Operating Area Users at any time during the Operating Year, however, all Park Act Services must be offered to Operating Area Users during the following periods of time in each Operating Year:
- (c) despite subsection (b), Operating Area Users must be permitted to camp in designated campgrounds in the Operating Areas listed below during the following periods of time in each Operating Year:

Park (and Operating Area or part of Operating Area, if applicable)	First Day Full Services to be Offered in the 2008 Operating Year	First Day Full Services to be Offered in All Subsequent Operating Years	Last Day Full Services to be Offered in Operating Year
Rolley Lake	May 14	April 1	Thanksgiving weekend
Golden Ears	May 14	April 1	Thanksgiving weekend

- (i) Golden Ears Park, from Thanksgiving weekend to and including March 31 (when snow does not restrict access to the campground),

and you must, at your expense, ensure that all roads to the campgrounds are open for pedestrian and vehicular access (when snow does not restrict access to the campground).

2. You must at your expense offer an interpretation and Campground host program in Golden Ears and Rolley Lake Provincial Parks.
3. You must

- (a) collect the Park Act Fees from Operating Area Users except from Operating Area Users who are exempt from the payment of Park Act Fees under the *Park Act* and issue a receipt, in a form acceptable to us, to Operating Area Users on the payment of the Park Act Fees;



(b) collect the Parking Fees from Operating Area Users except from Operating Area Users who

- (i) are exempt from the payment of Parking Fees under the *Park Act*, or
- (ii) display a valid receipt for the payment of Parking Fees, and issue a receipt, in a form acceptable to us, to Operating Area Users on the payment of the Parking Fees;

(c) collect the Recreation Stewardship Fees from Operating Area Users to whom you sell a Recreation Stewardship Annual Pass;

(d) except for the Additional Fees, the Park Act Fees and the Pass Fees, not collect fees from Operating Area Users without our prior written consent; and

(e) during the period of the Operating Year that Recreation Services are offered to Operating Area Users, collect and maintain accurate monthly records of all visits of Operating Area Users and

- (i) until you are provided with a data entry portal to access our visitor use data system, deliver those records to us not later than 15 days following the end of the month for which the records were kept, and
- (ii) after you are provided with a data entry portal to access our visitor use data system, enter all such records created after that date in the system not later than 15 days following the end of the month for which the records were kept.

(f) At your expense, operate and maintain a program to collect Pass Fees in accordance with the terms of this Agreement and including but not limited to:

- (i) credit card administration and associated costs (including card charges);
- (ii) administration of collections including monthly reporting in accordance with the Agreement;
- (ii) supply of tickets, power, batteries, signage replacement;
- (iii) Operational Maintenance of all associated Facilities;
- (iv) hydro costs;
- (v) Recreation Stewardship Annual Pass administration and sales;
- (vi) envelopes for fee vaults;
- (vii) compliance and enforcement;

(g) At your expense, maintain all pay stations to a working order, which includes:

- (i) completion of all repairs and regular maintenance;
- (ii) recording in the log books all entries of pay station service, repair and inspection;
- (iii) maintaining a complete spare parts inventory as initially provided by the Province.



- (h) At your expense, submit monthly and annual (calendar year) reporting, which includes:
  - (i) number of transactions;
  - (ii) value of transactions/pay parking station; and
  - (iii) types of transactions.

## **PART B - FACILITIES AND OPERATIONAL MAINTENANCE**

4. You must ensure that the Operating Areas and the Facilities in, on, or under them are operational and open to public use during the Operating Year unless otherwise provided in the Annual Operating Plan.

5. You must, at your expense,

(a) keep and maintain accurate documents and drawings for all Facilities made, constructed, installed, erected, built, altered or added to, in, on or under an Operating Area by you

- (i) to the standards set out in the Park Design Standards and the Park Facility Standards, or
- (ii) if no standards are set out in the Park Design Standards and the Park Facility Standards, to the standards required by us;

(b) deliver to us one paper print of the documents and drawings referred to in subsection (a) and one digital copy of those documents and drawings (in Microsoft Word 2000 and AutoCad version 14, respectively, or another format acceptable to us) as soon as the document or drawing is completed by you;

(c) until you are provided with a data entry portal to access our facility management system, deliver to us, at the times required by us, all information we request from you in order to maintain accurate information in the facility management system with respect to the Facilities;

(d) after you are provided with a data entry portal to access our facility management system, enter all information in the facility management system that is necessary to maintain accurate information in the facility management system with respect to the Facilities;

(e) keep and maintain accurate records of all

- (i) playground equipment inspections,
- (ii) water testing of the water systems, except when the water systems are not operational during the winter,
- (iii) servicing of dynamic assets (including structural, mechanical and electrical components) and critical components of Facilities including water pumps, generators and machinery,
- (iv) monthly fire hydrant testing when the water systems are operational and all electronic pay stations including period of time when machine is not in service, and
- (v) annual inspections of and documented repairs to marker/mooring buoys, marine pilings, docks and artificial reefs, and

(f) with respect to information shelters in the Operating Areas, you must ensure that



- (i) all printed material provided to you by us is immediately posted on the information shelters as required by us, all visitor information posted on the information shelters if current and all outdated printed material and visitor information is removed from the information shelters, and
- (ii) your contact name, current telephone number and email address are posted on the information shelters.

6. You must, at your expense, undertake the following maintenance of the Facilities:

- (a) repair, replace, restore and overhaul all parts of the Facilities that are broken, worn, leaking, rotted, damaged, cracked, spalled, split or vandalized;
- (b) keep all Facilities free of dust, dirt, rot, stains, mould, vegetation, cobwebs, graffiti, garbage, excess water, unpleasant odours, foreign materials and soil and water markings,
- (c) seal all wooden Facilities or wooden parts of the Facilities, except for wharves, docks, boardwalks and bridge decks, with paint or stain,
- (d) adjust all wharves, docks, boardwalks and bridge decks to allow for water level fluctuations and proper alignment,
- (e) keep all marker/mooring buoys, marine pilings, anchor chains, ropes and associated hardware in good repair,
- (f) keep all metal Facilities or metallic parts of the Facilities free of rust and in a state that eliminates galvanic action,
- (g) keep all roofs and gutters of the Facilities free of litter and accumulations of leaves, branches, moss and snow,
- (h) keep in good repair in accordance with the Park Facility Standards all directional, Type "A" (as defined in the Park Facility Standards), entrance portal and informational signs and ensure they remain visible to the public, correctly aligned and in an upright position,
- (i) keep all gravel surfaces crowned, smooth, managed for dust, weed and brush control, well drained and free of potholes and ensure the gravel level is maintained,
- (j) keep all paved surfaces smooth, sealed and well drained,
- (k) keep all ditches and culverts free of brush and in a state that allows the free passage of water,
- (l) keep all water systems in a state that provides potable drinking water to Operating Area Users in accordance with applicable drinking water and health standards, except when water systems are not operational during the winter,
- (m) keep all sewage systems in the state required by the manual provided by the manufacturer



of the system or, if no manual was provided by the manufacturer, keep the sewage system in a state that does not allow scum or sludge in the septic tank to reach a level where solids enter the tile field,

(n) keep all trails maintained to the classification and type existing on the Commencement Date,

(o) keep all grounds, lawns and planters in a healthy state and remove and control all invasive and noxious plants as required by us, and

(p) keep all concrete block Facilities and concrete Facilities sealed or painted and, if sealed, ensure the sealer is maintained in the manner recommended by the manufacturer and, if painted, ensure the paint is firmly attached to the Facility.

### **PART C - GENERAL STANDARDS**

#### **7. You must**

(a) ensure your employees and Subcontractors are familiar with

- (i) the *Park Act*, the Regulations and all other laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Parks and the Facilities, or their use and occupation,
- (ii) the documents referred to in paragraph 4.1(c) (iii), and
- (iii) the provisions of Part D of this schedule concerning the reporting of accidents and occurrences in the Operating Area;

(b) not burn garbage or debris in the Parks;

(c) at your expense,

- (i) participate in the Discover Camping <sup>TM</sup> centralized reservation system operated by us or another centralized campsite reservation system as directed by us;  
(A) provide to the public a group day use and group campsite reservation service; and  
(B) do not remove any campsites from the centralized reservation system without our approval.
- (ii) undertake all survey programs we may require in order to determine the satisfaction of Operating Area Users with the Recreation Services and deliver to us all information obtained by you with respect to such survey programs,
- (iii) attend all meetings requested by us,
- (iv) ensure your employees and Subcontractors wear a uniform which is approved by us when providing the Recreation Services,
- (v) all vehicles and vessels used by your employees and Subcontractors display identification insignia which is approved by us when providing Recreation Services,
- (vi) if a campground gate is locked in a closed position and Operating Area Users are camping in the campground, you must ensure one of your employees or a Subcontractor is located in the Operating Area to open the campground gate in, among other things, emergency situations, and



- (vii) retain a person who holds a valid certificate issued under the "Wildlife/Danger Tree Assessor's Course for Parks and Recreation Sites" to evaluate the Operating Area in each Operating Year (once between February 1 and May 30) and report on any existing or potentially dangerous trees and you will,
  - (A) deliver that report to us upon your receipt of it;
  - (B) at our direction, complete all work that may be necessary to alleviate the danger;
  - (C) remove or modify, if directed, an average of 60 trees annually in the Bundle. Though this number may be exceeded during any particular year, the total number of trees you may be directed by us to remove or modify in the Bundle will not exceed 3 times 60 during any three year period; and
  - (D) conduct routine monitoring for, and perform all work necessary, to mitigate tree and vegetation hazards; and
    - (i) remove all garbage/debris from the Parks to an approved refuse disposal site;
    - (ii) deliver by January 15th of each year a ticket price summary report for each pay station broken down by month or transaction periods in electronic format containing the following:
      - A. Park Name / PFO Name / Park Area Name / Pay station location name and, number; and,
      - B. data breakdown by individual pay station including ticket prices / cash payment amount / over payment / approved credit card amount / captured credit card amount / total revenue / number of tickets and,
    - (iii) ensure all pay parking spare parts that have been used are immediately replaced to deal effectively and efficiently with future pay stations repairs.
- (d) advise us, in writing, of
  - (i) the name, title, address and telephone number of each member of the management team who is identified in the proposal that led to the grant of this Agreement to you and the name, title, address and telephone number of the person, if any, who replaces a member of your management team, and
  - (ii) the name and telephone number of your representative who may be contacted by us and Operating Area Users at any time during the Term; and
- (e) ensure
  - (i) all highway informational signs are kept up-to-date with respect to the availability of campsites during the periods of time set out in subsection 1(b) of this schedule, and
  - (ii) keep all gates locked in an open or closed position.
- (f) provide recycling, collection and transportation services at each of the Operating Areas including;
  - (i) receptacles for the recycling of paper, plastic, glass, aluminum/tin and cardboard; and
  - (ii) transportation of these products to the closest available collection facility outside



the Operating Area.

8. You must not, without our prior written consent,
- (a) apply herbicides, pesticides, dust abatement products or any other products that are harmful to the environment in the Operating Areas;
  - (b) change the use of any Facility; or
  - (c) cut or remove timber from an Operating Area.

**PART D - REPORTS CONCERNING ACCIDENTS AND OCCURRENCES IN THE  
OPERATING AREA**

9. You must deliver to us a completed Complaint/Occurrence Report immediately after the happening of any of the following events:

- (a) personal injury, bodily injury (including death) and property damage (over \$1,000.00) or loss (over \$200.00) suffered by an Operating Area User;
- (b) damage to or theft of a Facility over \$1,000.00;
- (c) a charge laid by the police force having jurisdiction over an Operating Area against an Operating Area User under any federal or provincial enactment; and
- (d) a disturbance caused by an Operating Area User.
- (e) damage to or theft over \$200.00 involving a pay station used to collect pay parking fees.

10. If necessary, you must also report any event referred to in subsection 8(a) of this schedule to the police force having jurisdiction over the Operating Area and to your insurer.

11. You must deliver to us not later than

- (a) 30 days following the Commencement Date, an emergency evacuation plan for each Operating Area;
- (b) not later than 15 days following the end of each month during the Term, a completed Park Security/Public Safety Statistic Report;
- (c) 5 days following the submission of such report, a copy of each report of an accident investigation or workplace injury submitted to the Workers' Compensation Board by you or your Subcontractors under the *Workers Compensation Act*; and
- (d) 5 days after service on you, a copy of each Inspection Report or Order served on you or any of your Subcontractors by the Workers' Compensation Board under the *Workers Compensation Act*.

12. You may not retain any person to provide any Recreation Services under this Agreement except for the following:



Page 38 to/à Page 39

Withheld pursuant to/removed as

s.21;s.17



13. You must ensure that your Subcontractors deliver to you all
- (a) reports of an accident investigation or workplace injury submitted by them to the Workers' Compensation Board under the *Workers Compensation Act*; and
  - (b) Inspection Reports or Orders served on them by the Workers' Compensation Board under the *Workers Compensation Act*.

## **PART E - SPECIAL PROVISOS**

14. During each Operating Year, you must at your expense ensure:
- a) This is a popular park for commercial filming activities.
  - b) Park operates close to full capacity for day use and camping during main summer season.
  - c) 24 hr. security shall be provided by the Permittee at Golden Ears from April to October each season.
  - d) Water, sewer systems only operate from April to mid October. Monitoring may be frequent.
  - e) Golden Ears Park service area will be available to the Permittee (most buildings included in compound).
  - f) If the Permittee chooses to use the buildings and service areas within this Agreement the Maintenance/Utilities of the office compounds and buildings are the Permittee's responsibility.
  - g) The Agreement includes complex sewer treatment plant.
  - h) Golden Ears Park Gate/road will be monitored at all times by the Permittee for safety. The Permittee is responsible to close and open the gates/roads depending on road conditions.
  - i) The Permittee is also responsible for maintenance of the East Canyon Trail to and including the old Horse Camp area, pit toilet and Beach area at 4.5 km within Golden Ears Park.
  - j) The Permittee is responsible for the S.E. Beach area (Alouette Lake near Dam) and the pit toilet directly across from the boat launch.
  - k) The Permittee is responsible for the entire Mike Lake road and parking areas within Golden Ears Park.
  - l) The Permittee responsible for Mike Lake trail loop within Golden Ears Park.
  - m) The Permittee is responsible for the entire Menzies Trail at Golden Ears Park to and including the area at top of Look Out Trail and the Loop Trail.
  - n) Off season gate closure at Golden Ears Park 5:30 pm to 8:00 am. The Permittee must respond to all emergency call outs 24 hour per day.
  - o) Reactivate the sewer treatment plant in accordance to provincial specifications e.g. charge plant with bacteria; operational from the May Long weekend to Mid October each season. Under the Waste Management Act this system requires a certified licensed operator for this sewer septic system.
  - p) Dust control has been traditionally applied prior to July 1<sup>st</sup> each season. Golden Ears Park/Rolley Lake Park usually requires two to three road gradings each season.
  - q) Fenced service compound at Rolley Lake Park is available (buildings included).



- r) Rolley Lake Park is a popular fishing lake
- s) The Permittee is responsible for the entire Lower Falls Trail at Golden Ears Park to and including the viewpoint area.



Page 42 to/à Page 45

Withheld pursuant to/removed as

s.21;s.17



---

## **SCHEDULE “E” ANNUAL OPERATING PLAN REQUIREMENTS**

In addition to 5.1(a) the Annual Operating Plan must include the following information with respect to each Operating Area:

### **1. ASSESSMENT OF CONDITION OF FACILITIES**

The Annual Operating Plan must

- (a) set out a schedule of all inspections, diagnostic maintenance and condition assessments of the Facilities to be completed by you during the Operating Year in accordance with section 5.4; and
- (b) include a report of the results of all inspections, diagnostic maintenance and condition assessments of the Facilities completed by you during the preceding Operating Year.

### **2. FACILITY MANAGEMENT SYSTEM**

After you are provided with a data entry portal to access our facility management system, the Annual Operating Plan must indicate whether you entered in the facility management system all information that is necessary to maintain accurate information in the facility management system with respect to the Facilities during the preceding Operating Year and, if not, the information that remains to be entered in the facility management system.

### **3. OPERATIONAL MAINTENANCE**

The Annual Operating Plan must describe the Operational Maintenance completed by you during the preceding Operating Year.

### **4. PREVENTATIVE MAINTENANCE**

The Annual Operating Plan must

- (a) in order of priority, a detailed description of, timing for, importance of and, if applicable, preliminary drawings for
  - (i) the repairs, replacements, restorations and overhauls you propose to make to the Facilities, and
  - (ii) the Facilities you propose to make, construct, install, erect, build, alter or add to, in, on or under each Operating Area, and
- (b) an estimate of your costs to complete each item of preventative maintenance referred to in subsection (a)
  - (i) to the standards set out in the Park Design Standards and the Park Facility Standards, or
  - (ii) if no standards are set out in the Park Design Standards and the Park Facility Standards, to the standards required by us.



---

**5. DOCUMENTS AND DRAWINGS**

The Annual Operating Plan must list all of the documents and drawings delivered to us by you under subsection 5(b) of Schedule “C” and the date on which that document or drawing was delivered to us by you.

**6. REPORTS**

The Annual Operating Plan must include the records maintained by you under subsection 2(b) of Schedule “C”.

**7. ADDITIONAL INFORMATION**

The Annual Operating Plan must list all of your key personnel and include a description of their roles, responsibilities and qualifications. In addition, the Annual Operating Plan must update, as necessary, your advertising program and the emergency evacuation plan delivered to us under subsection 10(a) of Schedule “C”.



# PERMIT MODIFICATION AGREEMENT

Permit No.: <b>LM08116407</b>
Permittee File No.: <b>85700-40 (Golden Ears Bundle)</b>
Permit Modification Agreement No.: <b>0008</b>

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE **March 16, 2015** and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister responsible for the  
*Park Act* (the "**Province**") at the following  
address:

Ministry of Environment  
South Coast Region  
1610 Mount Seymour Road  
North Vancouver, BC V7R 2R9

**SSG HOLDINGS LTD. (159229, MARCH 16,  
1977)**

(the "**Permittee**") at the following address:

**#35 – 22374 Lougheed Highway  
Maple Ridge BC  
V2X 2T5**

WHEREAS:

- A. The Province issued to the Permittee Park Use Permit No. **LM08116407** dated for reference **May 8, 2008** and the Province and the Permittee (the "**Parties**") agreed to amend the permit by way of agreements dated for reference **March 1, 2009; April 1, 2010; April 1, 2011; March 1, 2012; April 1, 2013; and April 1, 2014** and letters dated **December 8, 2009** (the "**Agreement**");
- B. The Province increased Recreation User Fees in 2015; and
- C. The Province and the Operator (the "**Parties**") agree to modify the Agreement in the manner as set out below in this agreement (the "**Amendment Agreement**").



WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 (b) (i) of Schedule D and replacing it with the following:
  - (i) except for Park Act Fees (Increase) enacted on January 19, 2015 pursuant to the Recreation User Fee Schedule Policy, all Park Act Fees (Increase) together with all GST payable on those fees;
- b) Deleting section 2 of **Schedule "D" – Financial Matters** and replacing it with the following:
  - 2. After the last day of the time period set out below, you will deliver to us a written statement of accounts for the amount set out opposite the applicable time period which certifies that you fully performed your obligations under this Agreement during the period.

s.17,s.21

|

|

|



s.17,s.21

and,

- (a) In the event the Province delivers payment to you:
  - (i) if we are satisfied that you have fully performed your obligations under this Agreement during that time period, we will, not later than 60 days after your written statement of account is delivered to us, pay you the amount set out above for the applicable time period; or
  - (ii) if we are not satisfied that you have fully performed your obligations under this Agreement during that time period, we may, in our sole discretion, reduce the amount to be paid to you for the applicable time period by an amount determined to be a genuine pre-estimate of liquidated damages.
- (b) In the event that you deliver payment to the Province:
  - (i) our acceptance of the payment does not certify that we are satisfied that you have fully performed your obligations under this Agreement during that time period; and
  - (ii) if we are not satisfied that you have fully performed your obligations under this Agreement during that time period, we may, in our sole discretion, exercise any remedy available to us under this Agreement.

2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.

3) This Amendment Agreement and the Agreement shall be read and construed together.

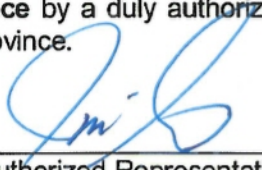


- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

---

**IN WITNESS WHEREOF the parties have executed this Agreement**

**SIGNED and DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

  
\_\_\_\_\_  
Duly Authorized Representative

Mar 9 2015

Date

**SIGNED and DELIVERED** on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).

  
\_\_\_\_\_  
Duly Authorized Representative

Mar 6, 2015

Date



# PERMIT MODIFICATION AGREEMENT

Permit No.: <b>LM08116407</b>
Permittee File No.: <b>85700-40 (Golden Ears)</b>
Permit Modification Agreement No.: <b>0010</b>

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE **April 14, 2016** and is made under the *Park Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister responsible for the  
*Park Act* (the "**Province**") at the following  
address:

Ministry of Environment  
South Coast Region  
1610 Mount Seymour Road  
North Vancouver BC V7R 2R9

AND:

**SSG HOLDING LTD. (159229, March 16,  
1977)**

(the "**Permittee**") at the following address:

**#35 – 2234 Lougheed Highway  
Maple Ridge BC V2X 2T5**

WHEREAS:

- A. The Province issued to the Permittee Park Use Permit No. **LM08116407** dated for reference **May 8, 2008** and the Province and the Permittee (the "Parties") agreed to amend the permit by way of agreements dated for reference **March 1, 2009 (amendment 0001); April 1, 2010 (amendment 0003); April 1, 2011 (amendment 0004); March 1, 2012 (amendment 0005); April 1, 2013 (amendment 0006); April 1, 2014 (amendment 0007); March 16, 2015 (amendment 0008); August 29, 2015 (amendment 0009)** and letters dated **December 8, 2009 (amendment 0002)** (the "**Agreement**");
- B. The Province is enacting a change to Recreation User Fees on March 15, 2016; and
- C. The Parties agree to modify the Agreement in the manner as set out below in this agreement (the "**Amendment Agreement**").



WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 (b) (i) of Schedule D and replacing it with the following:
  - (i) except for Park Act Fees (Increase) enacted on January 19, 2015 and March 15, 2016 pursuant to the Recreation User Fee Schedule Policy, all Park Act Fees (Increase) together with all GST payable on those fees;
- b) Deleting section 2 of **Schedule "D" – Financial Matters** and replacing it with the following:
  - 2. After the last day of the time period set out below, you will deliver to us a written statement of accounts for the amount set out opposite the applicable time period which certifies that you fully performed your obligations under this Agreement during the period.

s.17,s.21

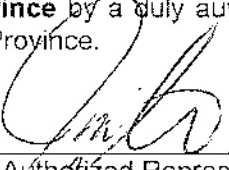


s.17,s.21

and,

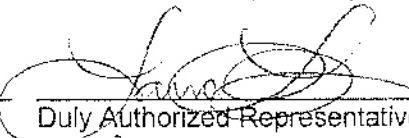
- (a) if we are satisfied that you have fully performed your obligations under this Agreement during that time period, we will, not later than 60 days after your written statement of account is delivered to us, pay you the amount set out above for the applicable time period; or
  - (b) if we are not satisfied that you have fully performed your obligations under this Agreement during that time period, we may, in our sole discretion, reduce the amount to be paid to you for the applicable time period by an amount determined to be a genuine pre-estimate of liquidated damages.
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
  - 3) This Amendment Agreement and the Agreement shall be read and construed together.
  - 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
  - 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

---

**IN WITNESS WHEREOF the parties have executed this Agreement****SIGNED and DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.  
Duly Authorized Representative

Date

April 21/2016

**SIGNED and DELIVERED** on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).  
Duly Authorized Representative

Date

Apr 19, 2016



# PERMIT MODIFICATION AGREEMENT

Permit No.: **LM08116407**

Permittee File No.: **85700-40 (Golden Ears)**

Permit Modification Agreement No.: **0011**

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE **May 11, 2016** and is made under the *Park Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister responsible for the  
*Park Act* (the "**Province**") at the following  
address:

Ministry of Environment  
South Coast Region  
1610 Mount Seymour Road  
North Vancouver BC V7R 2R9

AND:

**SSG HOLDING LTD. (159229, March 16,  
1977)**

(the "**Permittee**") at the following address:

**#35 – 2234 Lougheed Highway  
Maple Ridge BC V2X 2T5**

WHEREAS:

- A. The Province issued to the Permittee Park Use Permit No. **LM08116407** dated for reference **May 8, 2008** and the Province and the Permittee (the "Parties") agreed to amend the permit by way of agreements dated for reference **March 1, 2009 (amendment 0001); April 1, 2010 (amendment 0003); April 1, 2011 (amendment 0004); March 1, 2012 (amendment 0005); April 1, 2013 (amendment 0006); April 1, 2014 (amendment 0007); March 16, 2015 (amendment 0008); August 29, 2015 (amendment 0009); April 14, 2016 (amendment 0010)** and letters dated **December 8, 2009 (amendment 0002)** (the "**Agreement**");
- B. The Province is enacting a change to Recreation User Fees on July 1, 2016; and
- C. The Parties agree to modify the Agreement in the manner as set out below in this agreement (the "**Amendment Agreement**").



WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 (b) (i) of Schedule D and replacing it with the following:
  - (i) except for Park Act Fees (Increase) enacted on January 19, 2015, March 15, 2016, and July 1, 2016 pursuant to the Recreation User Fee Schedule Policy, all Park Act Fees (Increase) together with all GST payable on those fees;
- b) Deleting section 2 of **Schedule "D" – Financial Matters** and replacing it with the following:
  - 2. After the last day of the time period set out below, you will deliver to us a written statement of accounts for the amount set out opposite the applicable time period which certifies that you fully performed your obligations under this Agreement during the period.

s.17,s.21

and,

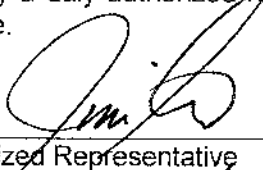


- (a) if we are satisfied that you have fully performed your obligations under this Agreement during that time period, we will, not later than 60 days after your written statement of account is delivered to us, pay you the amount set out above for the applicable time period; or
  - (b) if we are not satisfied that you have fully performed your obligations under this Agreement during that time period, we may, in our sole discretion, reduce the amount to be paid to you for the applicable time period by an amount determined to be a genuine pre-estimate of liquidated damages.
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
  - 3) This Amendment Agreement and the Agreement shall be read and construed together.
  - 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
  - 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

---

**IN WITNESS WHEREOF the parties have executed this Agreement**

**SIGNED and DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

  
Duly Authorized Representative

Date

*May 17/16*

**SIGNED and DELIVERED** on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).

  
Duly Authorized Representative

Date

*May 15, 2016*