



FILE NUMBERS: 78420-20/BERG, Stewart, 7408068 (Lands), 102597 (Parks)

June 11, 2020

Kelley Williams
Band Manager
PO Box 2039
Fort St. James, BC V0J 1P0

Via email: manager@binche.ca

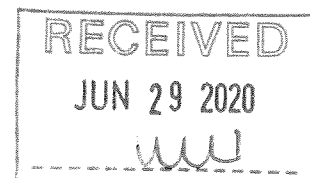
Dear Kelley Williams,

The purpose of this letter is to inform you that the Ministry of Forests, Lands, Natural Resource Operations, and Rural Development (FLNRORD) has received applications to renew and transfer Guiding Territory Certificate (GTC) No. 601003, currently held by Stewart Berg.

PROPOSAL: The applicant is requesting a transfer and renewal of existing Guiding Territory Certificate No. 601003 from Stewart Berg to Jack Hooper under Sections 59(1, 7) of the *Wildlife Act* and Section 3 of the *Guiding Territory Certificate Regulation* (excerpts of these sections and other relevant sections of the *Wildlife Act* are provided at the end of this letter).

This GTC is set to expire on July 27, 2022. If the renewal and transfers are approved, the term will be extended during which the new GTC holder (Jack Hooper) will control guiding privileges in the guiding territory. The requested term is 25 years. A more detailed description of the GTC is described below.

Pursuant to the renewal and transfer of these GTCs, the Province is also notifying you of a tenure assignment under the *Lands Act* for Licence of Occupation (LOO) No. 7408068. The LOO would be assigned to the new GTC holder, Jack Hooper. The LOO is for structures associated with the GTC. There are no proposed changes to the existing tenure term, location, or activity as a result of the tenure assignment. LOO 7408068 is set to expire on February 6, 2042. The tenure holder will be required to submit a new application should they wish to make any changes to the LOO in question. This would warrant further consultation with any potentially affected First Nations.



The Province is also notifying you that GTC 601003 overlaps with several parks and protected areas. A Park Use Permit (PUP) is required for guiding activities within provincial parks. The current GTC holder also holds a PUP (No. 102597), which would be transferred to the new GTC holder. PUP 102597 is set to expire on January 31, 2029.

APPLICANTS: Stewart Kevin Berg
PO Box 86
Topley BC V0J 2Y0
stewberg1@xplornet.com
(250) 696-3122

LOCATION: See attached maps.

A GTC is a certificate issued by the Regional Manager, pursuant to section 59 of the *Wildlife Act*, that gives the certificate holder exclusive control over the privilege of taking paying clients into the area defined in the GTC to harvest wildlife. If someone wanted to pay for a guided hunt within this area, then only a licence guide outfitter who obtained permission from the holder of the GTC would be permitted to provide that service. It is important to note that a GTC does not give the holder any proprietary rights in wildlife or restrict the rights for First Nations or a resident hunter to hunt (section 67 of the *Wildlife Act*), nor does it affect assertions of Aboriginal title. Therefore, a GTC does not restrict or impede Binche Whut'en members from hunting within their territory pursuant to an Aboriginal Right to hunt, where that traditional territory overlaps with the guiding territory.

A GTC in and of itself is not sufficient for a person to take clients out on the land base to harvest wildlife. A guide outfitter is required to have a guide outfitter licence which is issued on an annual basis with the consent of the certificate holder, who might be the same person. A guide outfitter may be limited by a quota of wildlife to harvest within the guiding territory through the annual guide outfitter licence, a decision which is separate from the proposed decision related to the GTC.

In setting harvest levels for guide outfitting and general hunting, the Province of BC recognizes that First Nations have priority consideration for opportunities to harvest wildlife for food, social and ceremonial purposes within your traditional territory. Therefore, the number of animals that can be harvested annually is allocated to guide outfitters and resident hunters only **after** conservation and First Nations food, social and ceremonial requirements have been accommodated. This allocation process is separate and independent of the proposed decision regarding the GTC. However, Provincial staff are available to answer questions you may have about this process.

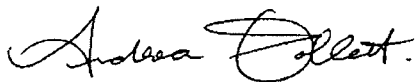
The proposed decision at issue is in relation to applications to transfer and renew an existing GTC. The primary operator of the business will change, but the guiding territory boundaries will remain the same. It should be noted this decision is not whether or not someone will have exclusive control over guiding privileges in the guiding territory. If a regional manager were to decline to approve this transfer, the GTC would continue to be held by the original holder and he or she could continue to exercise the privileges in accordance with applicable legislation and authorizations for as long as he or she held a GTC.

The Province of BC recognizes Binche Whut'en's claim of Aboriginal Rights and Title in this area. If you have any information about how the division and transfer/amalgamation of this GTC might adversely impact these Aboriginal interests, please contact me at 250-876-6758 or Andrea.Follett@gov.bc.ca prior to **July 13, 2020**.

We recognize the COVID-19 pandemic is shifting organizational priorities and is affecting the capacity of Indigenous Nations to engage in consultation activities. We also recognize these challenges will likely have impacts on timelines. We are aware that your Nation has closed its office, with staff working from home as appropriate.

Although this letter signals consultation initiation, the Province will ensure we apply reasonableness in our flexibility to accommodate your Nation's current capacity during these unprecedented times. Please let me know if there is any way I can assist in supporting your review of the proposed application.

Sincerely,



Andrea Follett
Advisor, First Nations Relations
Ministry of Forests, Lands, Natural Resource Operations and Rural Development, Skeena Region
PO Box 5000 – 3726 Alfred Ave.
Smithers, BC V0J 2N0

Attachments: 601003Application.pdf
BincheWhut'en601003Map.jpeg
7408068 – Signed Licence SK910837.pdf
7408068 Management Plan.pdf
Park Use Permit 102597.pdf
GTC601003.kmz
LOO7408068.kmz
Excerpts from the *Wildlife Act* and Guide Territory Certificate Regulation

Cc: Kara MacAulay, Wildlife Biologist, kara.macaulay@gov.bc.ca

Excerpts from the *Wildlife Act*

Guiding territory certificate

59 (1) A regional manager may issue a guiding territory certificate to a person who, or to a group of persons each of whom,

- (a) [Repealed 2014-7-70.]
- (b) in the case of an individual, is 19 years of age or older, and
- (c) has the qualifications prescribed by regulation, if any.

(2) The director may specify the form of and conditions contained in a guiding territory certificate.

(3) Subject to a permit issued under section 70 (1) (b), a guiding territory certificate grants to the holder the exclusive control over guiding privileges in the area described in the certificate for the period stated in the certificate, which may not exceed 25 years.

(4) The issuance of a guiding territory certificate to more than one person creates a tenancy in common in the rights granted by the certificate.

(5) If a guiding territory certificate is issued to more than one person, the guiding territory certificate must

- (a) identify a person as the agent of the holders of the certificate, and
- (b) specify the interest held in the certificate by each holder of the certificate.

(6) A regional manager may rely on information provided in an application or submission made by the agent identified in the guiding territory certificate as if that information were provided or that application or submission were made by all the holders of the certificate.

(7) A regional manager may, on application by the holder of the guiding territory certificate, issue a new guiding territory certificate for a period not exceeding 25 years if

- (a) more than 5 years have elapsed since the date of issue of a guiding territory certificate issued before this subsection comes into force, or
- (b) more than 3/5 of the period of a guiding territory certificate issued after this subsection comes into force has elapsed.

Transfers

62 (1) The following may not be transferred without the authorization of the regional manager:

- (a) the privileges conferred in a guide outfitter licence; Transfer Guide Outfitter Certificate 601093

(b) the privileges conferred in a portion of the guiding area described in a guide outfitter licence.

(2) The following may not be transferred except in accordance with and subject to the regulations:

(a) the privileges conferred in a guiding territory certificate;

(b) the privileges conferred in a portion of the guiding territory held under a guiding territory certificate;

(c) a guiding territory certificate or an interest in a guiding territory certificate.

(3) For greater certainty, none of the following constitutes a transfer for the purposes of subsection (2):

(a) the granting of a security interest in a guiding territory certificate or in an interest in a guiding territory certificate by the holder of the certificate or interest;

(b) the transmission of a privilege, certificate or interest referred to in subsection (2) (a), (b) or (c) to

(i) a trustee in bankruptcy of the holder of the privilege, certificate or interest, or

(ii) a personal representative of the holder of the privilege, certificate or interest, in the event of the holder's death.

No proprietary rights in wildlife

67 A guiding territory certificate or angling guide's licence does not

(a) give the holder any proprietary rights in wildlife or fish, or

(b) restrict the rights of a resident to hunt or fish.

Excerpt from the Guiding Territory Certificate Regulation

3 A person who holds a guide territory certificate or an interest in a guide territory certificate must not transfer any of the following without the authorization of a regional manager:

(a) the privileges conferred in a guiding territory certificate;

(b) the privileges conferred in a portion of the guiding territory held under a guiding territory certificate;

(c) a guiding territory certificate or an interest in a guiding territory certificate.



Guiding Territory Certificate Application Renewal

Application Number: 486283943 Guiding Territory ID: 608G006

SUBMITTER INFORMATION

Name: Berg, Stewart Kevin (187 730 084)

Application Date: Mar 13, 2020

Application Status: Submitted

Are you continuing to be the agent for the guiding territory certificate after the renewal? Yes

AGENT INFORMATION

Name: Berg, Stewart Kevin

BC Mailing Address for the purpose of receiving notices given under the *Wildlife Act*

Phone: (250) 696 - 3122

Email: stewberg1@xplornet.com

PO BOX 86 Topley BC V0J 2Y0

HOLDER INFORMATION

Type	Description	Interest (%)
Individual	Berg, Stewart K. stewberg1@xplornet.com	100.00

APPLICATION INFORMATION

Primary Region: 6 - Skeena

Renewal Request

Request renewal for 25 yr. term.
PUP 102597
Crown Land file number 6402401 for Skeena Region
Crown Land 7408068 or 705457? for Omineca

Licence No.:

SK 910837

File No.: 7408068

Disposition No.: 910837

THIS AGREEMENT is dated for reference June 1, 2014 and is made under the *Land Act*.

BETWEEN:

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

(the "Province")

AND:

STEWART KEVIN BERG


(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

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

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

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

"**Client Rate**" means \$0 for each Client Day in each year of the Term;

"**Commencement Date**" means June 1, 2014;

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

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

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

“Hazardous Substances” means any substance which is hazardous to persons, property or the environment, including without limitation

- (a) waste, as that term is defined in the *Environmental Management Act*; and
- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

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

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

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

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

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

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

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

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

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

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

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

- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.
- 1.14 Wherever this Agreement provides that you may not undertake some activity or do something without our prior written approval or consent, our prior approval of the Management Plan will constitute our approval of, or consent to, the activity or thing to the extent the same is specifically and expressly described in the Management Plan and subject always to any conditions or qualifications that may be set in the Management Plan.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement:
- (a) we grant to you a licence of occupation of the Land for hunting camps for Commercial Recreational purposes as set out in the Management Plan;
 - (b) you acknowledge that, subject to any rights given to you in the Management Plan to restrict public access to part of the Land or to secure specific Improvements on the Land, this licence does not give you exclusive use or occupancy of the Land;
 - (c) you acknowledge that we may make other dispositions over the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve

the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

3.1 For each year of the Term, you will pay the following:

- (a) an Intensive Use Site fee; and
- (b) an Extensive Use Area user fee.

3.2 For the first year of the Term:

- (a) the Intensive Use Site fee payable on the Commencement Date, shall cover the first 12 months of the Term and shall be in an amount which is the sum of:
 - (i) the greater of 7.5% of the Market Value of the Intensive Use Sites marked as primary sites on the Management Plan, or \$500.00 minimum; and
 - (ii) the greater of 4.5% of the Market Value of the Intensive Use Sites marked secondary sites on the Management Plan, or \$100.00 minimum per secondary sites; and
 - (iii) \$100.00 for each of the Intensive Use Sites marked temporary sites;
- (b) the Extensive Use Area user fee shall cover the first 11 months of the Term and shall be paid in two instalments:
 - (i) payable on the Commencement Date, a minimum payment of \$500.00; and
 - (ii) payable on the first anniversary of the Commencement Date, the amount (if any) by which the following exceeds \$500.00:

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

3.3 For the second year of the Term:

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

instalments and shall, subject to section 3.5 below, be calculated as follows:

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

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

3.4 For each subsequent year of the Term:

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

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

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

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

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

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

year.

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

ARTICLE 4 - MANAGEMENT PLAN

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

Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;

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

ARTICLE 5 - COVENANTS**5.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials

supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interfere with public access to the Land except for those areas, if any, within the Intensive Use Sites where you are entitled to take measures to secure Improvements or otherwise restrict public access, as specified in the Management Plan;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) hereafter not construct or erect any Improvement on the Land within 7.5 metres of the natural boundary of Natowite and Nakinilerak Lakes or at an elevation at which the underside of the wooden floor system or top of pad of any such Improvement is less than 1.5 metres above the natural boundary of Natowite and Nakinilerak Lakes; and

in addition to the provisions of this Agreement, you

- (i) acknowledge that we do not represent to you that any Improvement constructed or erected in accordance with the previous subsection will not be damaged by flooding or erosion; and
 - (ii) agree to indemnify and save us harmless against all loss, damage, costs and liabilities including fees of solicitors and other professional advisors arising out of any breach or violation of the previous subsection, or out of any personal injury, death or property damage occurring on the Land or happening by virtue of any flood or erosion whether or not any Improvement on the Land was constructed or erected in accordance with the previous subsection;
- (o) maintain a Guiding Territory Certificate issued under the *Wildlife Act* during the Term;

- (p) maintain a registered angling guide license during the Term;
- (q) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 12 months;
- (r) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (s) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (t) 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,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (u) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of

this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land to the condition described in the Management Plan, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

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

5.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

5.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

5.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and

- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
(d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

5.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
(b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
(c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

5.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 6 - LIMITATIONS

6.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences) however we will not grant any such interest that would result in the need to amend the Management Plan unless we have first complied with the requirements of this Agreement with regard to the amendment of the Management Plan; subject to this you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) for greater certainty, our rights to grant other interests over the Land as provided in subsection (c) extends to any Intensive Use Site or area where you are entitled to secure Improvements or otherwise restrict public access as specified in the Management Plan;
- (f) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (g) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of:
- (i) the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c); or

- (ii) public access to the Land other than public access to an area where you are permitted to secure Improvements or otherwise restrict public access as specified in the Management Plan;
- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(u)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(u)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(u)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us Security in the amount of \$20,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts

drawn down by us under section 7.3.

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

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

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

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (ii) Aircraft Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:
 - A three million dollars (\$3,000,000) for aircraft up to 5 passenger seats, or
 - B three million dollars (\$3,000,000) plus one million dollars (\$1,000,000) for each additional passenger seat for aircraft up to 10 passenger seats, or
 - C ten million dollars (\$10,000,000) for aircraft over 20 passenger seats;

and such policy will include cross liability, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. Where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount

not less than fifty thousand dollars (\$50,000) per occurrence;

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

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

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

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

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

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

ARTICLE 8 - ASSIGNMENT

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

8.2 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the

environmental condition of the Land as provided in section 5.5.

ARTICLE 9 - TERMINATION

9.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

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

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

9.3 You agree with us that

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

ARTICLE 10 - DISPUTE RESOLUTION

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

- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

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

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
1st Floor - 3726 Alfred Avenue, PO Box 5000
Smithers, BC V0J 2N0;

to you

STEWART KEVIN BERG
PO Box 86
Topley, BC V0J 2Y0;

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

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

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this

Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 12.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not

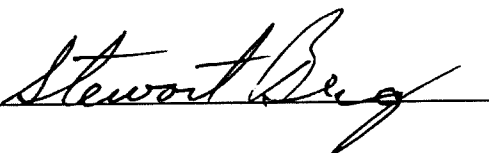
- the Land is susceptible to erosion or flooding;
- (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
 - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
 - (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
 - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 12.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 12.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

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

SIGNED BY
STEWART KEVIN BERG



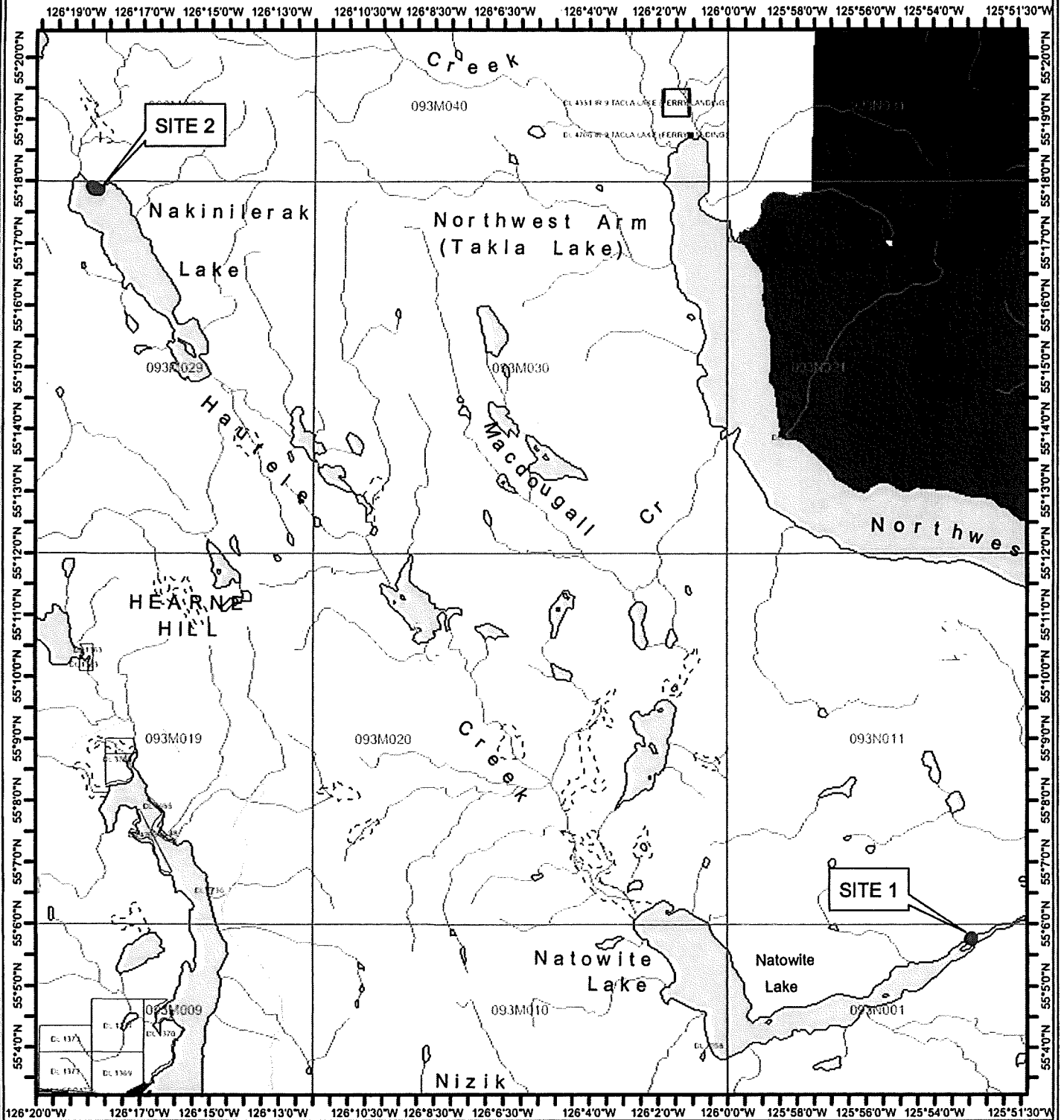
LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: ALL THAT UNSURVEYED CROWN LAND IN THE VICINITY OF NATOWITE LAKE (SITE 1) CASSIAR DISTRICT CONTAINING 0.32 HECTARES MORE OR LESS

ALL THAT UNSURVEYED CROWN LAND IN THE VICINITY OF NAKINILERAK LAKE (SITE 2),CASSIAR DISTRICT, CONTAINING 0.84 HECTARES MORE OR LESS

(Please see attached Map Page 25 of 25)




Document Map



File No: 7408068

Scale: 1:170,000

Date: 10 Jan 2014

-  Tenure Area
-  Indian Reserves
-  Parks and Protected Areas



Commercial Recreation - Intensive Use

MANAGEMENT PLAN

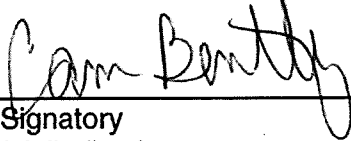
FILE # 7408068

LICENCE # SK 910837

DATE: June 1, 2014

ACCEPTED BY:

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE **PROVINCE OF BRITISH COLUMBIA** by Crown Land Adjudication, Ministry of Forests, Lands and Natural Resource Operations, authorized representative of the minister responsible for the *Land Act*.



Authorized Signatory
Crown Land Adjudication
Ministry of Forests, Lands and Natural Resource Operations

SIGNED BY **STEWART KEVIN BERG**



containing 12 pages (including this page)

MANAGEMENT PLAN

<For Tenures With Intensive Use Sites Only>

Business Name: STEWART BERG
Double Eagle Guides & Outfitters SB

File Number: 7408068

Date: July 2nd, 2014

1. General Description of Operation

1.1 General Area

- Describe the general geographic area and refer back to the General Location map where appropriate.

The north end of Nakinilerak Lake
The east end of Natowite Lake

1.2 Purpose and Description of Experience Being Offered

- Describe the type of experience that is being offered at each intensive use site and how it links to guided commercial recreation activities on Crown land such as any other commercial recreation tenure and/or Guide Outfitter/Angling Guide operation. Provide a description of a typical day that you are offering to your clients.

Fully Guided and Outfitted big game hunting, namely moose hunting. A lot of the hunting would be assisted by boat use.

1.4 Staff

- Complete the table below

Staff Category	# of Employees	Experience and/or Certificates
Assistant ^{game} Guide	one	Licensed Guide

- For existing operators, indicate if these improvements have already been completed and for any new improvements provide a construction schedule.

These improvements have already been completed.

- Other Information:

Note: Please be aware that you are required to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such bylaws, orders, directions, ordinances and regulations, you are encouraged to seek legal advice.

3: Overlap With Environmental & Cultural Values

Why:

As part of the application process you are required to identify any environmental or cultural values which fall within your Intensive Sites. For each of these values you are to identify what measure(s) you are going to take to avoid, minimize or mitigate potential impacts.

3.1 Fish Values

Sensitive environmental values include fish habitat (in-stream and riparian areas) and important fish stocks (e.g. support a fishery, are rare or endangered or are ecologically important).

Steps Required:

Describe the avoidance and/or mitigative measures that will be used to eliminate or minimize environmental impacts on fish and fish habitat.

Any fishing will be kept within legal limits.
Lake water will be protected from any pollutants.
Our presence will be very low impact to the water and fish.

3.2 Wildlife Values

Sensitive environmental values include the presence of rare, endangered and provincially significant organisms, sensitive ecosystems and wildlife habitat.

Steps Required:

The first step is to review the related wildlife information on the Species at Risk Coordination Office website: <http://ilmbwww.gov.bc.ca/sarco/>.

In addition, please include a statement in your management plan that states that you will adhere to the desired behaviors described in the provincial "Wildlife Guidelines For Backcountry Tourism/Commercial Recreation in BC". The document may be found at this website link:

http://www.env.gov.bc.ca/wld/twg/documents/wildlife_guidelines_recreation_may06_v2.pdf

We will adhere to the desired behaviors described in the provincial "Wildlife Guidelines For Backcountry Tourism/Commercial Recreation in B.C."

3.3 Water Values

Water use and protection are important environmental issues. You should verify the existence of any water licenses or community watersheds within your area of use to ensure your activities do not negatively impact water quality and quantity.

3.4 First Nations *N/A For Replacement*

Ministry of Forests, Lands and Natural Resource Operations is required to assess the potential impact of commercial recreation proposals on First Nations' interests. Crown land applications are normally referred to First Nations for comment.

Many proponents have developed successful business relationships with First Nations. These often benefit both parties in addition to addressing specific First Nation concerns. Opportunities range from, in the simplest form, advising the First Nation of the proposal at an early stage and providing them with complete information, all the way to First Nations employment, service contracts or formal partnerships.

On this basis, you are strongly urged to make early contact with First Nations that may have an interest in the area in order to provide information about your operation, answer questions and, where feasible, resolve First Nation concerns. Such efforts can contribute significantly to the timely completion of the application process.

Applicants must ensure that any discussions undertaken between the applicant and the First Nation are documented, particularly with respect to specific concerns raised, proposed solutions and any agreements that may be reached between the parties. This information must be provided to Ministry of Forests, Lands and Natural Resource Operations, as it may form part of the overall assessment of aboriginal interests and, if necessary, any accommodation of those interests that may ultimately be considered. In this regard, confidentiality of business interests will be strictly observed by Ministry of Forests, Lands and Natural Resource Operations in accordance with the provincial Freedom of Information and Protection of Privacy Act.

For contact information about First Nations in your area, please refer to the "Guide to Aboriginal Organizations and Services in British Columbia" at the following website:

<http://www.gov.bc.ca/arr/services/guide.html>. FrontCounter BC staff can also assist you in determining which First Nations are within your proposed development area.

3.5 Summary of First Nations Contact *N/A For Replacement*

Using the above discussion as a guide, please complete the following section as accurately as possible.

- Have you contacted First Nations with a potential interest in the area of your application? If the answer is yes, complete the remainder of this section. If the answer is **no**, proceed to the next section of the Management Plan.
- Please list all of the First Nations with a potential interest in the application area.
- Did you confirm the list with FCBC or Ministry of Forests, Lands and Natural Resource Operations? If so, who provided the information, and when was it provided?
- Please summarise all of the discussions you have undertaken with the First Nation(s) to date, including:
 - dates and the names of key contacts
 - copies of any written correspondence exchanged with the First Nation(s).
 - a description of any concerns that the First Nation(s) raised regarding potential impacts that your operation might have on their interests.
 - a description of any options suggested by either you or the First Nation(s) that would serve to resolve their concerns

Appendix 1 - Hazards and Safety Plan

From a safety and liability perspective you are required to have a Hazards and Safety Plan that meets or exceeds Workers Compensation Board and approved industry standards. Please note that you meet this requirement by checking off the appropriate box below and signing.



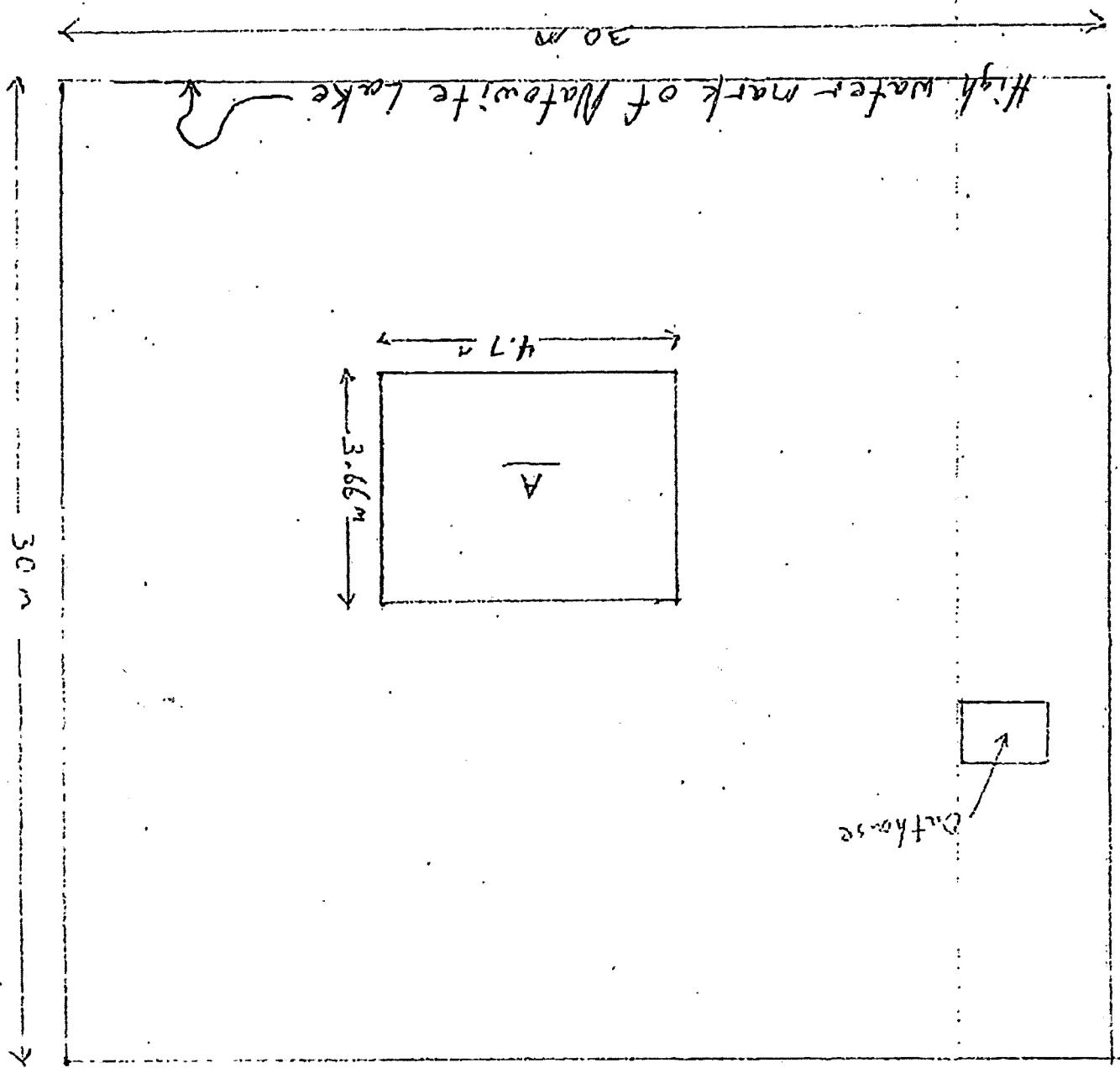
certify that I have prepared Hazards and Safety Plan which meets or exceeds Workers Compensation Board and approved industry standards and that my operation will meet the requirements of this plan.

Stewart Berg

Signed

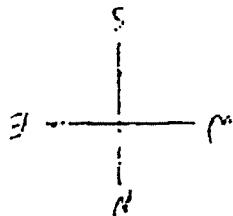
July 2, 2014 Date

A Cabin - wood frame construction.

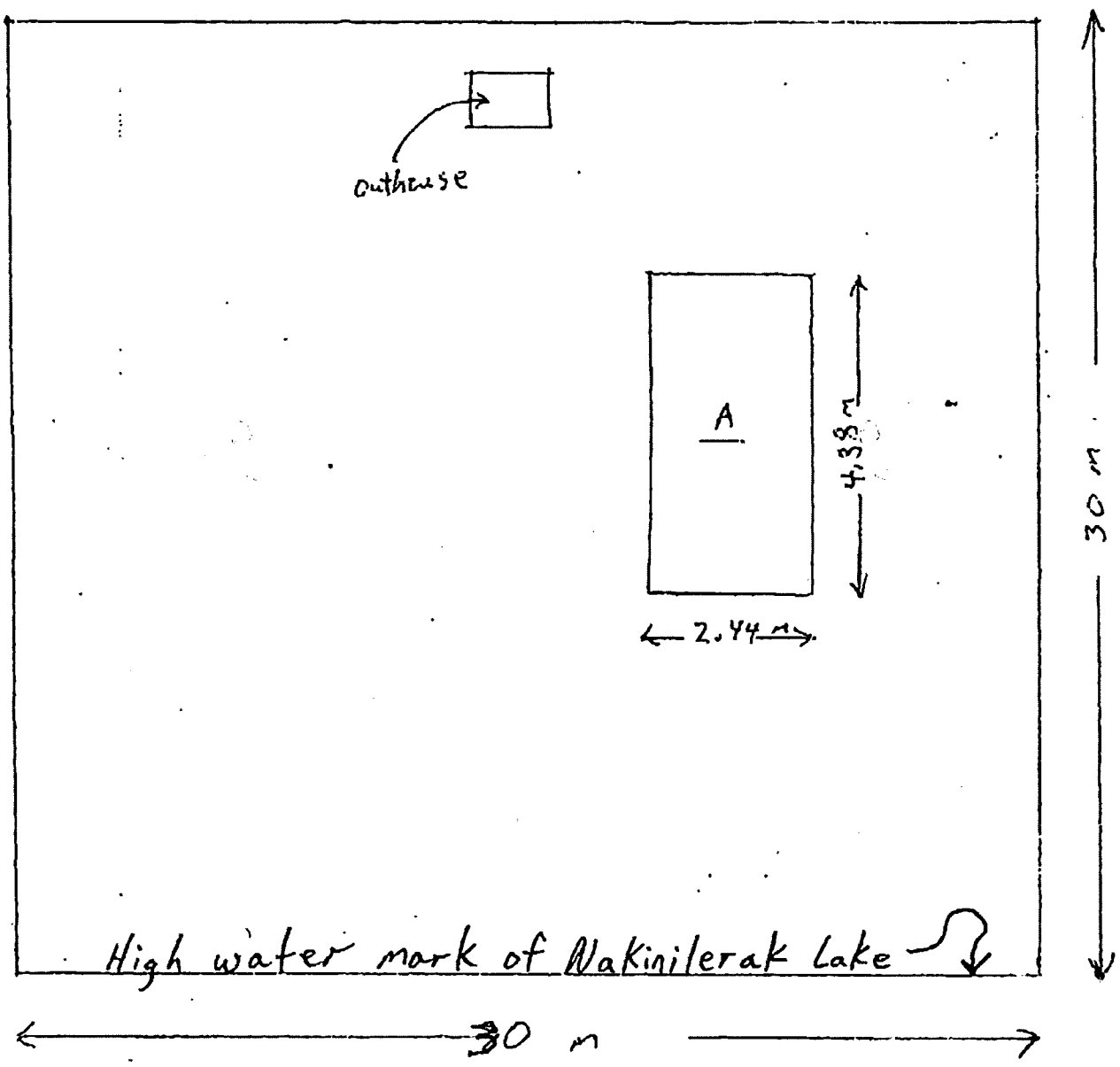
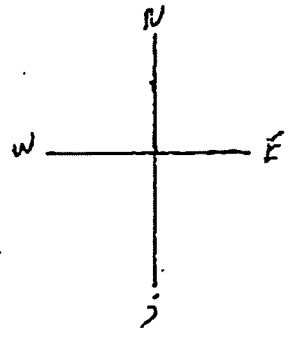


Matowite Lake

Site 1



Site 2
Nakinilerak Lake



A Cabin wood frame construction.

Commercial Recreation - Intensive Use

MANAGEMENT PLAN

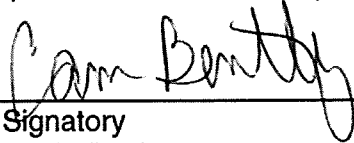
FILE # 7408068

LICENCE # SK 910837

DATE: June 1, 2014

ACCEPTED BY:

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE **PROVINCE OF BRITISH COLUMBIA** by Crown Land Adjudication, Ministry of Forests, Lands and Natural Resource Operations, authorized representative of the minister responsible for the *Land Act*.



Authorized Signatory
Crown Land Adjudication
Ministry of Forests, Lands and Natural Resource Operations

SIGNED BY **STEWART KEVIN BERG**



containing 12 pages (including this page)

MANAGEMENT PLAN

<For Tenures With Intensive Use Sites Only>

Business Name: STEWART BERG
Double Eagle Guides & Outfitters SB

File Number: 7408068

Date: July 2nd, 2014

1. General Description of Operation

1.1 General Area

- Describe the general geographic area and refer back to the General Location map where appropriate.

The north end of Nakinilerak Lake

The east end of Natowite Lake

1.2 Purpose and Description of Experience Being Offered

- Describe the type of experience that is being offered at each intensive use site and how it links to guided commercial recreation activities on Crown land such as any other commercial recreation tenure and/or Guide Outfitter/Angling Guide operation. Provide a description of a typical day that you are offering to your clients.

Fully Guided and Outfitted big game hunting, namely moose hunting. A lot of the hunting would be assisted by boat use.

1.4 Staff

- Complete the table below

Staff Category	# of Employees	Experience and/or Certificates
Assistant ^{game} guide	one	Licensed Guide

- For existing operators, indicate if these improvements have already been completed and for any new improvements provide a construction schedule.

These improvements have already been completed.

- Other Information:

Note: Please be aware that you are required to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent government authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such bylaws, orders, directions, ordinances and regulations, you are encouraged to seek legal advice.

3: Overlap With Environmental & Cultural Values

Why:

As part of the application process you are required to identify any environmental or cultural values which fall within your Intensive Sites. For each of these values you are to identify what measure(s) you are going to take to avoid, minimize or mitigate potential impacts.

3.1 Fish Values

Sensitive environmental values include fish habitat (in-stream and riparian areas) and important fish stocks (e.g. support a fishery, are rare or endangered or are ecologically important).

Steps Required:

Describe the avoidance and/or mitigative measures that will be used to eliminate or minimize environmental impacts on fish and fish habitat.

Any fishing will be kept within legal limits.
Lake water will be protected from any pollutants.
Our presence will be very low impact to the water and fish.

3.2 Wildlife Values

Sensitive environmental values include the presence of rare, endangered and provincially significant organisms, sensitive ecosystems and wildlife habitat.

Steps Required:

The first step is to review the related wildlife information on the Species at Risk Coordination Office website: <http://ilmbwww.gov.bc.ca/sarco/>.

In addition, please include a statement in your management plan that states that you will adhere to the desired behaviors described in the provincial "Wildlife Guidelines For Backcountry Tourism/Commercial Recreation in BC". The document may be found at this website link:

http://www.env.gov.bc.ca/wld/twg/documents/wildlife_guidelines_recreation_may06_v2.pdf

We will adhere to the desired behaviors described in the provincial "Wildlife Guidelines For Backcountry Tourism/Commercial Recreation in B.C."

3.3 Water Values

Water use and protection are important environmental issues. You should verify the existence of any water licenses or community watersheds within your area of use to ensure your activities do not negatively impact water quality and quantity.

3.4 First Nations *N/A For Replacement*

Ministry of Forests, Lands and Natural Resource Operations is required to assess the potential impact of commercial recreation proposals on First Nations' interests. Crown land applications are normally referred to First Nations for comment.

Many proponents have developed successful business relationships with First Nations. These often benefit both parties in addition to addressing specific First Nation concerns. Opportunities range from, in the simplest form, advising the First Nation of the proposal at an early stage and providing them with complete information, all the way to First Nations employment, service contracts or formal partnerships.

On this basis, you are strongly urged to make early contact with First Nations that may have an interest in the area in order to provide information about your operation, answer questions and, where feasible, resolve First Nation concerns. Such efforts can contribute significantly to the timely completion of the application process.

Applicants must ensure that any discussions undertaken between the applicant and the First Nation are documented, particularly with respect to specific concerns raised, proposed solutions and any agreements that may be reached between the parties. This information must be provided to Ministry of Forests, Lands and Natural Resource Operations, as it may form part of the overall assessment of aboriginal interests and, if necessary, any accommodation of those interests that may ultimately be considered. In this regard, confidentiality of business interests will be strictly observed by Ministry of Forests, Lands and Natural Resource Operations in accordance with the provincial Freedom of Information and Protection of Privacy Act.

For contact information about First Nations in your area, please refer to the "Guide to Aboriginal Organizations and Services in British Columbia" at the following website:

<http://www.gov.bc.ca/arr/services/guide.html>. FrontCounter BC staff can also assist you in determining which First Nations are within your proposed development area.

3.5 Summary of First Nations Contact *N/A For Replacement*

Using the above discussion as a guide, please complete the following section as accurately as possible.

- Have you contacted First Nations with a potential interest in the area of your application? If the answer is **yes**, complete the remainder of this section. If the answer is **no**, proceed to the next section of the Management Plan.
- Please list all of the First Nations with a potential interest in the application area.
- Did you confirm the list with FCBC or Ministry of Forests, Lands and Natural Resource Operations? If so, who provided the information, and when was it provided?
- Please summarise all of the discussions you have undertaken with the First Nation(s) to date, including:
 - dates and the names of key contacts
 - copies of any written correspondence exchanged with the First Nation(s).
 - a description of any concerns that the First Nation(s) raised regarding potential impacts that your operation might have on their interests.
 - a description of any options suggested by either you or the First Nation(s) that would serve to resolve their concerns

Appendix 1 - Hazards and Safety Plan

From a safety and liability perspective you are required to have a Hazards and Safety Plan that meets or exceeds Workers Compensation Board and approved industry standards. Please note that you meet this requirement by checking off the appropriate box below and signing.



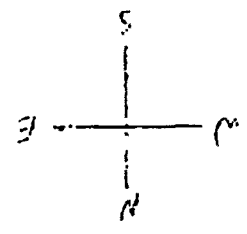
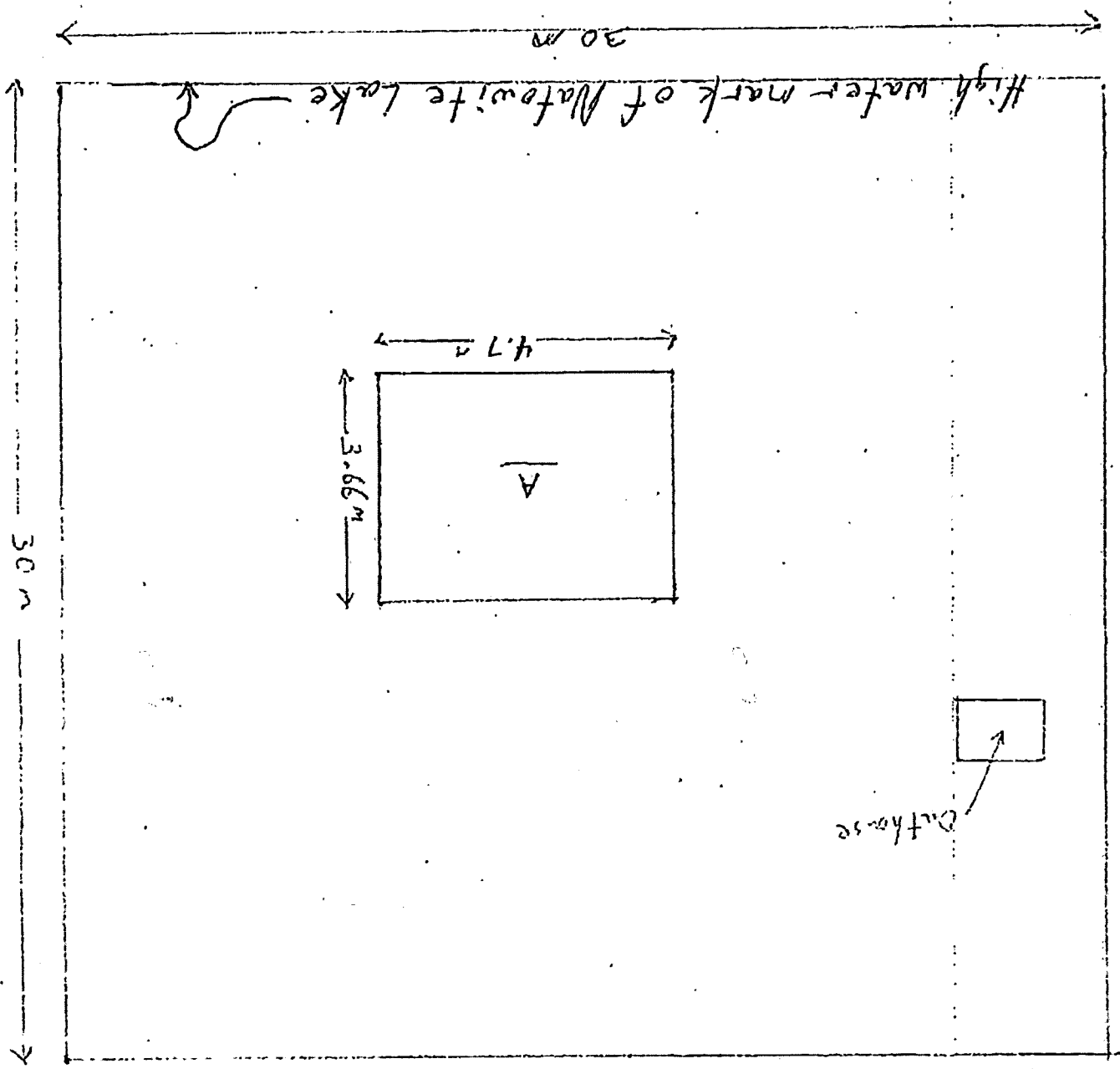
certify that I have prepared Hazards and Safety Plan which meets or exceeds Workers Compensation Board and approved industry standards and that my operation will meet the requirements of this plan.

Stewart Berg

Signed

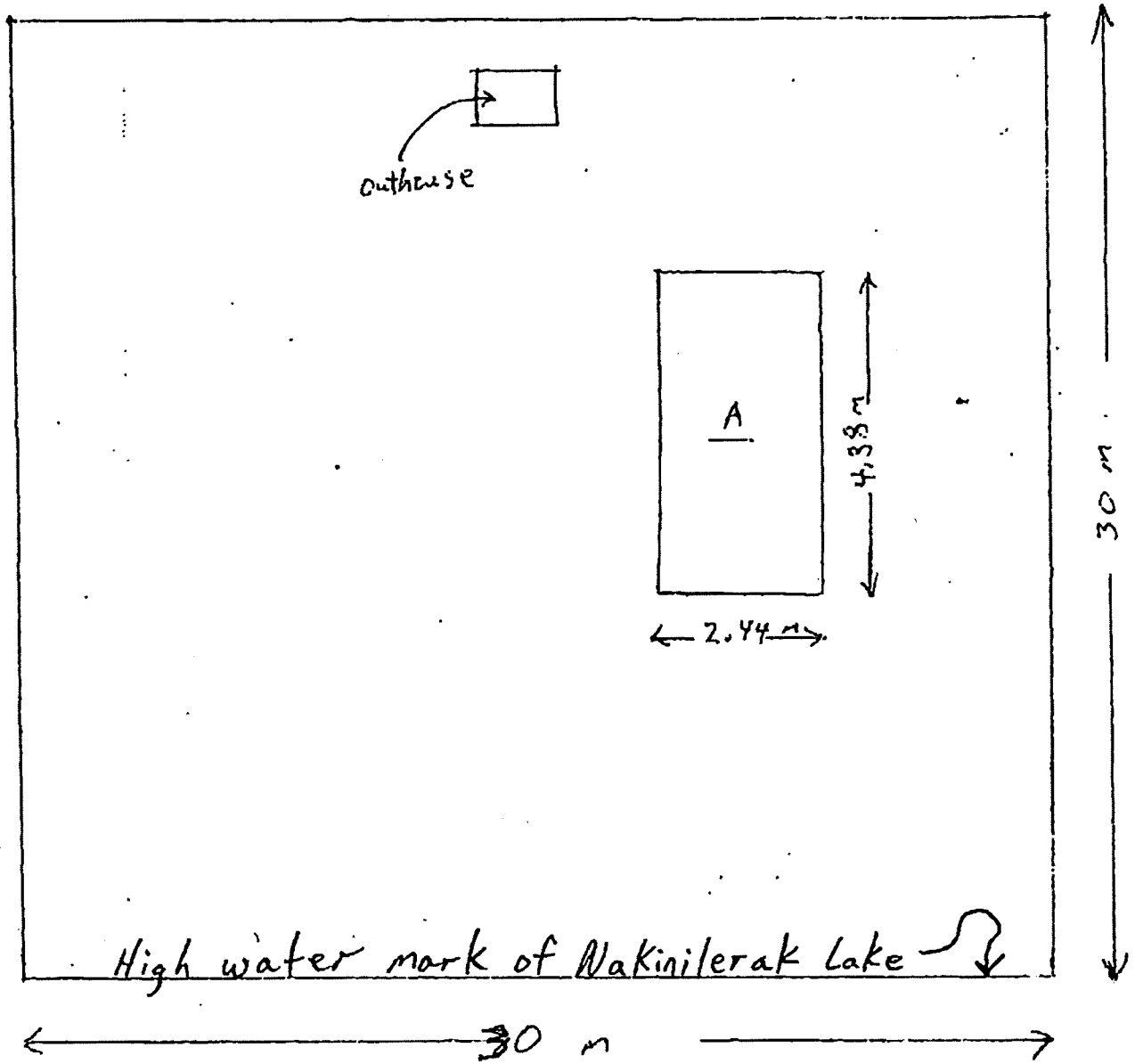
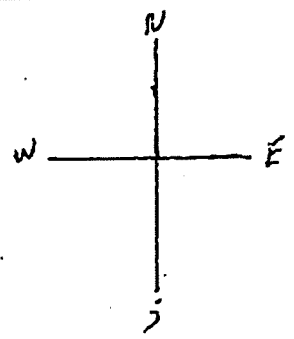
July 2, 2014 Date

A Cabin - Wood frame construction.



Site 1
Matowite Lake

Site 2
Nakinilerak Lake



A Cabin wood frame construction.



Ministry of
Environment and
Climate Change Strategy

PARK USE PERMIT

COMMERCIAL RECREATION

Park Use Permit No.: **102597**

This PERMIT is dated for reference February 1, 2019 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:

Stewart Kevin Berg, Double Eagle Guides & Outfitters
PO Box 86
Topley BC V0J 2Y0

(the "Permittee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Permit,

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

"**Client Day**" (or user day) means each calendar day, or portion of a calendar day, that a Client is on
the Permit Area;

"**Client Rate**" means \$1.00 for each Client Day in each year of the Term;

"**Commencement Date**" means **February 1, 2019**;

"**Diligent Use**" means the responsible use of the Permit Area for guided adventure tourism activities
carried out by the Permittee that meet the requirements identified in the approved
Management Plan.

"**Disposition**" means a park use permit or resource use permit issued under the *Park Act* or other
authorization made or acquired by which an interest in the Permit Area is disposed of or
effected including subsisting grants to or rights of any person made or acquired under the
Petroleum and Natural Gas Act, Range Act, Wildlife Act, Water Act; or other applicable
legislation;

"**Expiration Date**" means **January 31, 2029**;

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

“Management Plan” means the plan contained in the schedule attached to this Permit entitled “Management Plan Schedule”;

“Permit” means this Park Use Permit;

“Permit Area” means that part or those parts of the following described land shown outlined by bold line on the Legal Description Schedule, attached hereto and marked as Schedule “A”;

“Permit Fee” means the fees set out in Article 3;

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

“Regulations” means the regulations under the *Park Act*, which may be amended from time to time;

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

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

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

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

- 1.2 In this Permit, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Permit it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Permit are for convenience only and do not define or in any way limit the scope or intent of this Permit.
- 1.4 This Permit will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Permit, 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 Permit are enactments of the Province of British Columbia.
- 1.6 If any section of this Permit, 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 Permit will not be affected and this Permit will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Permit is an integral part of this Permit as if set out at length in the body of this Permit.
- 1.8 This Permit 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 Permit except as expressly set out in this Permit and this Permit may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Permit.
- 1.10 All provisions of this Permit in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Permit.
- 1.11 Time is of the essence of this Permit.

- 1.12 Wherever this Permit 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 Permit 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.
- 1.13 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Permit, we grant to you a Permit for **Big Game Guide Outfitting** as set out in the Management Plan and you acknowledge that this Permit does not grant you exclusive use and occupancy of the Permit Area.
- 2.2 The term of this Permit commences on the Commencement Date and terminates on **January 31, 2029** or such earlier date provided for in this Permit.
- 2.3 The Province will be under no obligation to renew, extend or renegotiate the terms of this Permit following its termination or expiration.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay to us the fees prescribed by the Regulations in the manner and under the terms as set out in this article.
- 3.2 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$250.00 (plus applicable taxes)** prior to the Commencement Date and on each anniversary of the Commencement Date during the term of this Permit.
- 3.3 We have the right, in our sole discretion, during any year of the Term, to change the Permit Fee for the next year of the Term.
- 3.4 If we wish to change the Permit Fee for any year of the Term, we shall do so in accordance with the Regulations and our policies at the time applicable to your use of the Permit Area or Improvements under this Permit, and we shall use our best efforts to give you at least 18 months notification of any changes.
- 3.5 If we do not change the Permit Fee for any year of the Term, then the Permit Fee for that year will be the same as it was for the preceding year.
- 3.6 You must keep accurate written books and records in connection with this Permit including written records of Client Days.
- 3.7 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Permit, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.8 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.
- 3.9 You must pay interest to us on money payable by you and owing to us under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to us, which interest will be calculated from the date that the money becomes payable to us.
- 3.10 You must pay, and ensure that your Clients pay, all other applicable fees for the use of facilities and services in the Park as required under the *Park Act* and the Regulations.

ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Permit, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4, a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Permit Area.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
 - (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; andwe must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
 - (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;
 - (c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;
 - (d) if you deliver an Objection to us within the time required the Objection will be reviewed by the director of regional operations (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you, the Management Plan will be deemed to be revised as set out in the decision;
 - (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.
- 4.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to the Permit Area or part of it.
- 4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.

- 4.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.
- 4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

ARTICLE 5 - COVENANTS

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

- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Permit;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Permit and all other matters related to this Permit;
- (n) permit us, or our authorized representatives, to enter on the Permit Area at any time to inspect the Permit Area and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Permit Area and, upon discovering any archaeological material on or under the Permit Area, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) not misrepresent, in the Province's opinion, its rights under this Permit in any advertisement, sign, circular or pamphlet and not post or distribute anything in the Park which advertises anything that the Permittee is permitted to do under this Permit, without the prior consent of the Province;
- (q) permit us at all times to construct, repair, alter and maintain buildings, equipment, structures and Improvements upon the Permit Area;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of,
 - (i) your breach, violation or non-performance of a provision of this Permit, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Permit Area by virtue of your entry upon, use or occupation of the Permit Area,
 and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (s) on the termination of this Permit,
 - (i) peaceably quit and deliver to us possession of the Permit Area and, subject to paragraphs (ii), (iii), and (iv) the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Permit Area any Improvement you want to remove, if the Improvement was placed on or made to the Permit Area 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 Permit Area,
 - (iii) not remove any Improvement from the Permit Area if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Permit Area any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Permit Area under another Disposition, and
 - (v) restore the surface of the Permit Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Permit Area on which that Improvement is located,

and all of your right, interest and estate in the Permit Area will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Permit;

- (t) pay for or repair, as determined by the Province, any damage caused to the property of the Province by you, your employees, agents, contractors or licensees;
 - (u) ensure that your employees, agents, contractors, licensees and clients are familiar with
 - (i) the *Park Act* and the Regulations and all other laws and regulations affecting the Park,
 - (ii) the terms of this Permit as they affect public conduct in the Permit Area, and
 - (iii) all natural hazards in the Permit Area;
 - (v) undertake and pay for the initial search for and rescue of its Clients;
 - (w) take all reasonable precautions in order to prevent and suppress fires in the Permit Area;
- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Permit Area or to maintain or improve existing access roads;
 - (b) this Permit is subject to all subsisting Dispositions, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (c) without limiting subsection 5.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Permit and the rights of any person under a Disposition, or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Permit and the rights of any person under a Disposition as referred to in subsection (c), and you acknowledge that this Permit and your rights under this Permit are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
 - (e) we may make other Dispositions of or over the Permit Area;
 - (f) you will make no claim for compensation, in damages or otherwise, in respect of a Disposition made under subsection (e);
 - (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Permit as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
 - (h) you will not remove or permit the removal of any Improvement from the Permit Area except as expressly permitted or required under this Permit;
 - (i) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Permit, except where an Improvement may be removed under paragraphs 5.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Permit Area within the time period set out in paragraph 5.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(s)(iii); and

- (j) if, after the termination of this Permit, we permit you to remain in possession of the Permit Area 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 Permit, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us Security in the amount of **\$0.00** which will:
- (a) guarantee the performance of your obligations under this Permit;
 - (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 Permit.
- 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 Permit and all other Dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Permit;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 7.6 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than two million dollars **\$2,000,000.00 inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of adverse material change or cancellation, and include us as an additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.

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

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

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

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

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

ARTICLE 8 - ASSIGNMENT

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

8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Permit.

8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Permit Area or other similar type of investigation of the Permit Area.

ARTICLE 9 - TERMINATION

9.1 You agree with us that

- (a) if you
 - (i) default in the payment of any money payable by you under this Permit and your default or failure continues for 7 days after we give written notice of the default or failure to you, or
 - (ii) fail to observe, abide by and comply with the provisions of this Permit (other than the payment of any money payable by you under this Permit) and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Permit Area for the purposes set out in this Permit, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if we cancel the Permit made to you for a purpose set out in the Management Plan because of your default or failure under the Permit;
 - (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
 - (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
 - (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
 - (g) if we require the Permit Area for our own use or, in our opinion, it is in the public interest to cancel this Permit and we have given you 30 days written notice of such requirement or opinion;
 - (h) if the Permit Area is damaged or destroyed by any cause;
 - (i) if the Park is closed by the Province;
 - (j) if you have willfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit; or
 - (ii) required to be provided under the terms and conditions of this Permit, or
 - (k) if this Permit is taken in execution or attachment by any person;
- this Permit will, at our option and with or without entry, terminate, and all of your rights to use and occupy the Permit Area will cease.

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

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Permit under section 9.1; and
- (b) our remedies under this article are in addition to those available to us at law or in equity.

ARTICLE 10 - DISPUTE RESOLUTION

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

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

ARTICLE 11 - NOTICE

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

to us

Ministry of Forests, Lands,
Natural Resource Operations and Rural Development
FrontCounter BC Smithers
Bag 5000, 3726 Alfred Avenue
Smithers BC V0J 2N0

Toll Free: 1-877-855-3222
Email: FrontCounterBC@gov.bc.ca
Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>

to you

Stewart Kevin Berg dba Double Eagle Guides & Outfitters
PO Box 86
Topley BC V0J 2Y0

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

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

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Permit will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Permit will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Permit, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

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

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

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

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

Larry Boudreau
Print Name

Regional Director
Print Title

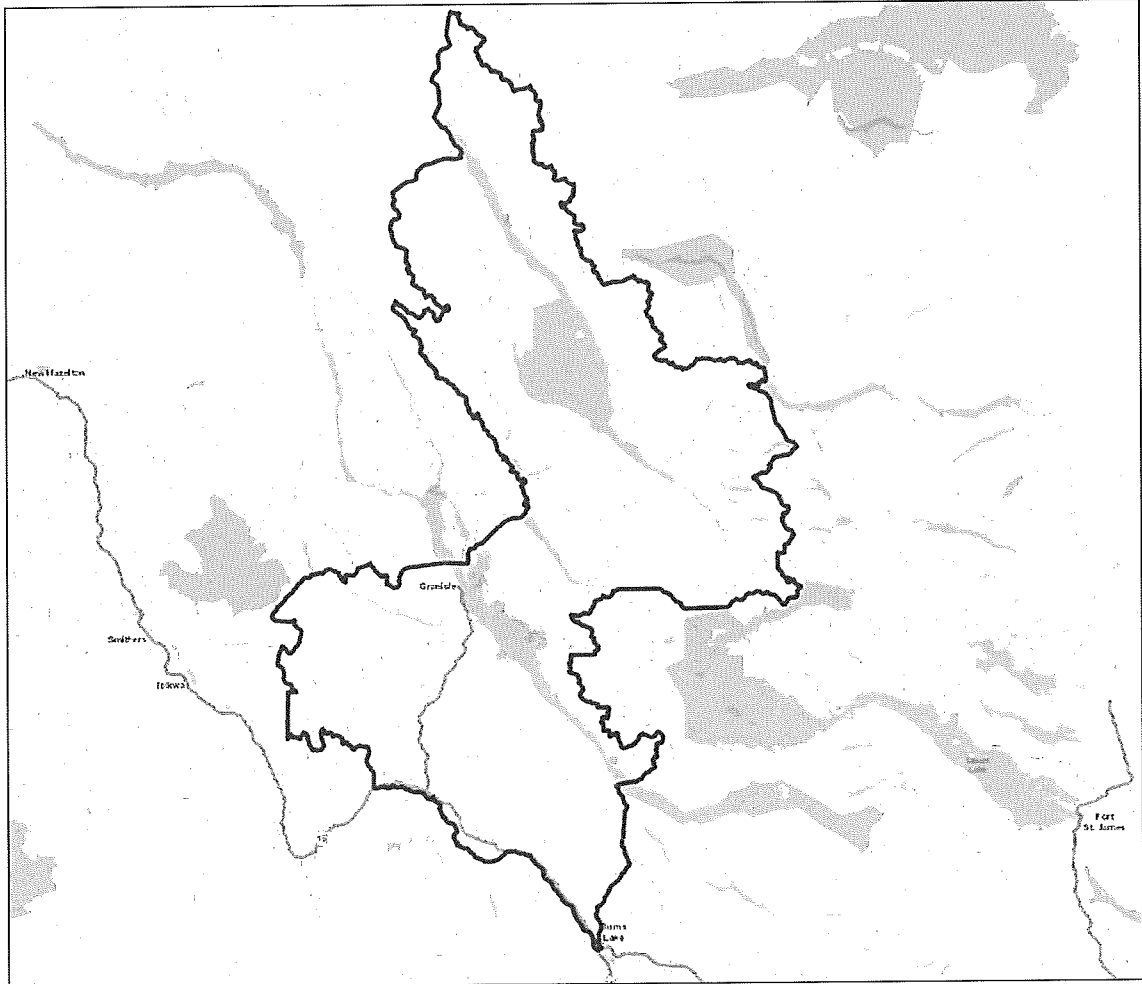
SCHEDULE "A"
LEGAL DESCRIPTION SCHEDULE

PERMIT AREA DESCRIPTION

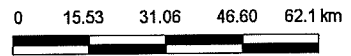
The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.



- **Babine Lake Marine Park**
- **Bear Island Conservancy**
- **Long Island Conservancy**
- **Mount Blanchet Park**
- **Port Arthur Conservancy**
- **Sand Point Conservancy**
- **Takla Lake Marine Park**
- **Wilkinson-Wright Bay Conservancy**

PARK USE PERMIT - 102597



Scale: 1: 1,223,028



 BC Parks and Conservancies
 Berg Guide Outfitter Territory

Ministry of Environment
Environmental Stewardship Division
Northern Region BC Parks

SCHEDULE "B"
MANAGEMENT PLAN SCHEDULE

FEE(S)

Protected Land: Long Island Conservancy
Babine Lake Marine Park
Bear Island Conservancy
Wilkinson-Wright Bay Conservancy
Port Arthur Conservancy
Sand Point Conservancy
Takla Lake Marine Park
Mount Blanchet Park

Activities: Big Game Guide Outfitting
Purpose: Guide outfitters, transporters and angling guides licensed pursuant to the *Wildlife Act* - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling guide. Guide Outfitting
Fee Description: \$250 or \$1 per day whichever is greater
Schedule K Ref: Part 4, Item 10 (a)

Fees:

Item	Number	Rate	Total
Minimum Fee	8	\$250.00	\$250.00
One fee per activity, regardless of number of parks			
Sub Total (based on Fee Description above):			\$0.00
Sub Total:			\$250.00
Minimum Fee Required: (plus applicable taxes)			\$250.00

SPECIAL PROVISIONS

1. Purpose

This permit is issued to the Permittee for the purpose of **big game guide outfitting**.

2. Permittee Designated Representative

The contact named by the Permittee will be their Designated Representative for the permit. The Designated Representative is responsible for acting as a liaison between BC Parks and the Permittee. The Permittee must notify BC Parks within 30 days of any change in the appointed Designated Representative, including any changes of name, address, telephone number or email address. Notifications for changes to the contact information for the Designated Representative are to be submitted through the Virtual FrontCounter BC application system, or at such other address or form as directed in writing by BC Parks.

3. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

Park, Protected Area or Conservancy Name	Contact Information
Mount Blanchet Park Takla Lake Marine Park	Ministry of Environment and Climate Change Strategy, BC Parks Northern Region - Omineca 4051-18th Avenue Prince George BC V2N 1B3 <i>Regional Office:</i> (250) 614-9911 <i>Fax:</i> (250) 565-6940
Babine Lake Marine Park Bear Island Conservancy Long Island Conservancy Port Arthur Conservancy Sand Point Conservancy Wilkinson-Wright Bay Conservancy	Ministry of Environment and Climate Change Strategy, BC Parks Northern Region - Skeena Bag 5000, 3726 Alfred Avenue Smithers BC V0J 2N0 <i>Regional Office:</i> (250) 847-7260 <i>Fax:</i> (250) 847-7728

4. Reports

The Permittee is required to provide all listed report(s) to the Province. Report(s) are to be submitted to a FrontCounter BC office in person, by mail, fax or email (FrontCounterBC@gov.bc.ca). To determine the FrontCounter BC office to submit your Report(s) to, contact the following:

Ministry of Forests, Lands, Natural Resource Operations and Rural Development
FrontCounter BC

Toll Free: 1-877-855-3222

Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>

Unless otherwise agreed to with the Area Supervisor, for every year of this permit on or before January 1 the Permittee must, on the form supplied, provide the following reports:

- (a) An Annual Visitor Report describing all trips taken into the Park and the areas utilized in the park, trip dates, number of clients and the activities that took place;

5. Authorized Requirements

This Permit is not valid unless at least one employee or subcontractor working for *Double Eagle Guides and Outfitters* obtains and maintains a valid Guide Outfitter License and Certificate for Guide Territory issued under the provisions of the *Wildlife Act* and the activities allowed under this Permit are carried out by the licensed Guide Outfitter in accordance with all applicable legislation.

6. Species or Season Closures

- (a) The Ministry of Environment reserves the right to amend regulations and close hunting any or all species where necessary for conservation or other management purposes.
- (b) In the event of a closure or amendment of regulations the Permittee shall be given, whenever possible, one years' notice.
- (c) Pursuant to the *Wildlife Act*, quotas may be applied as a condition of the Guide Outfitters Licence by the Wildlife Branch and harvest levels may be established within the Park(s).

7. Park Environment

- (a) The Permittee shall be responsible for the acts and conduct of his employees and agents, and any violation of the *Park Act - Park, Conservancy and Recreation Area Regulation*, or of the conditions of this Permit by any employee or agent of the Permittee shall be deemed to be a violation by the Permittee.
- (b) No toilet facilities shall be located nearer than 45 metres from the high waterline of any lake, pond, stream, or river.
- (c) Only fallen dead trees will be used as firewood.
- (d) No fuels, oils, or toxic materials shall be stored by the Permittee in the Permit area. The storage of food, materials, or equipment is not permitted except as authorized by the Province. Any such approved storage is completely at the risk of the Permittee.

8. Access

This Permit does not authorize off road motorized use; the Permittee is authorized to maintain only those foot-trails in the Permit Area used in conjunction with big game guiding operations. The Permittee shall obtain the approval of the Province prior to undertaking any new trail development, enhancements or upgrading of existing trails.

9. New Development/Improvements to Existing

New development or improvements will only be approved if found to be consistent with the objectives of BC Parks policy and the Park Management Plan, and meet the criteria of Public Safety/Risk Assessments and Environmental Impact Assessments.

