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## Appendix 1 – Scenario for Concentrate Hauling

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### OBJECTIVE

Working from the Allnorth study detailed model was built for all aspects of the trucking by Route 2C. This included equipment requirements, personnel, buildings, dispatch, and finally costing, arriving at a per ton cost to deliver concentrate from the mine site to the port of Stewart.

### ASSUMPTIONS

- Trucks will be tandem drive axle and trailers 5 axle super b-train side dump.
- All loads will operate at legal axle weights.
- Operations will be 24/7 except for the barge crossing which may be 14 hrs/7days
- Loading will be by front end loader at mine site with a platform scale to establish load weights.
- Unloading will be side dump with an appropriate fixed hydraulic power unit to operate the trailer dump cylinders.
- For equipment counts we assume a maximum daily total of 11 round trips
- Barge capacity of up to 5 loaded units per trip

NB: Per ton cost for contract hauling from Michelle Bay to Stewart -To be negotiated by the PBM with the carrier.

### PLAN

Planning for efficient use of equipment and employees, the concentrate hauling via Route 2C breaks nicely into 3 legs:

- Leg 1 - Mine site to Nose Bay via Forest Service Roads then via barge across Babine Lake to Michelle Bay.
- Leg 2 - Michelle Bay to Smithers via public Highways
- Leg 3 - Smithers to Stewart via public highways

#### Leg 1

- This consists of using trailer units that are staged at either side of barge, traveling to the mine site, loading and returning to the staging areas.
- The equipment required would be the same as the other 2 legs, B-trains with hi-way tractors.
- The operators would live in the Granisle region and work from the Michelle Bay stage area.
- A typical work shift would consist of loading the truck and a specific number of empty trailers onto the barge, crossing over, unloading power unit and empty trailers, travel to the mine site, loading, travel back to Nose Bay, decking or loading trailers onto barge and returning with load to Michelle Bay at end of shift.

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## Leg 2

- This consists of leaving the base terminal in Smithers with truck and empty trailer, traveling to Michelle Bay, switching trailers from empty to loaded and returning to base at Smithers.
- Smithers is also a good location for a base for maintaining equipment as one is close to suppliers.
- A good or better supply of workers with a more amenities than in smaller neighboring communities.

## Leg 3

- This section would be the remainder of the haul from Smithers to Stewart, unloading and returning.

The primary reasons for this 3-leg approach are these:

- each leg fits an average work day of under 12 hrs and accommodates the barge schedule of 14 hours per day.
- availability of people and accommodation costs etc. ie for a project of this length people can live at home and plan a career.
- there must be cushions (flexibility) built into a haul of this length so that everyone makes efficient use of there time. This is assisted by the ability to load at the mine site around the clock, and unload at Stewart similarly, but hindered by the awkwardness of the barge schedule.
- this approach also allows for ease of servicing and training as each unit is similar, as well as the truck can be switched as required at Michelle Bay for servicing in Smithers etc.

## PLAN DETAILS

### Leg 1

- A. This leg is the most complex and requires experienced and skilled staff due to 4 factors.
1. This section of the road is gravel with narrow roadways, different maintenance standards, and requires coordination with other traffic via radio control re logging, and other industrial uses.
  2. This section requires careful management of empty and loaded units, as well as proper staging of each to maximize barge loading and traffic. This is compounded by the inability to predict traffic volumes and scheduling, and may require some dedicated barge runs at certain times.
  3. There is no support available for mechanical problems like flat tires, frozen brakes etc. so that these drivers need to be resourceful.
  4. The driver must be responsible to ensure that all loads are at legal axle weights.
- B. This leg will be paid differently from the others, with charges being assigned at an hourly rate as opposed to distance traveled. Using data from Allnorth the charges per load would be as follows:



1. Travel time for round trip of 97 km. including loading, travel, and delay time would be 3.0 hrs. Add in .5 hrs barge time each way for the driver. At least one loaded and one empty unit for him puts us at a 4 hr. charge for each trip.

When loads are staged and then loaded in multiples this would reduce the time for each load but this is not significant for charge purposes as some time needs to be assigned for loading and unloading, even if it is the barge personnel doing it.

2. An individual driver could then complete 3 round trips, and his time on the barge for a total of 10 hours, plus it allows him flexibility to help with multiple units if necessary, up to a 12 hour shift.

3. To achieve the maximum of 11 loads per 24 hours, two complete power units with sufficient empty units are required. An extra power unit is also required if barge personnel are employed to move units on and off.

4. Allnorth has assigned a value of \$144.36 per hour, we find this too low as the wage portion does not reflect the current market place. We are using a figure of \$175.77 per hour, upping the wage component to 42.00 gross cost, and fuel cost to 1.35 per litre.

C. It is a difficult to determine the total no. of empty staged trailers due to shorter operating hours of the barge, and the fact that empty units are arriving back at Michelle Bay 24 hrs. a day, but the maximum at any given time would be 11, as that is the total no of loads. In real life the no. would vary and between 7 and 8 trailers, I would recommend 10 trailers with and extra one at each terminal at all times.

D. The key component for the barge/truckers is to have as many empty units at Nose Bay and loaded at Michelle Bay as possible throughout the total barge shift schedule.

## Leg 2

This leg stems from a base at Smithers to Michelle Bay and return. As trailers will be available 24 hours at each end, dispatch and charging are straightforward.

1. Travel time for round trip of 268 km. of highway driving would be approximately 3.7 hours including a drivers pre-trip and switching time, delay time etc. this makes an excellent 8 hour day at 2 trips.
2. To complete the required 11 trips/day 3 power unit and trailers are required
3. Charge out would be based on km.

## Leg 3

This leg stems from a base again at Smithers to Stewart and return. Again trailers are available 24 hrs as well as unload times are 24 hrs.



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1. Travel time for round trip of 660 km. would be app. 8.25 hrs. Including a drivers pre-trip and switch and unload time, delay time etc. this makes a 9 hour work day.
  2. To complete the required 11 trips/day 6 power units and trailers are required
  3. Charge out rates would again be based on km.

## PRICING

Costs determined using the data gathered are the cost per km. and cost per hour to operate.

Here again we need to make some assumptions:

- The ore hauling will be contracted out.
- The time frame for the contract will be 5 years or longer.
- The barging costs need to be carried by the mine.
- Road improvements from Nose Bay to the mine site will have been completed.
- The contractor will be responsible for all aspects of the haul including capital costs, management, maintenance, dispatch, etc.
- The contractor is responsible for providing a maintenance facility in Smithers with support from the truck and trailer manufacturers, as well as a wash facility.
- The cost of this facility will be born by the contractor and be included in the cost per km./hr. in repairs and maintenance per table.
- Note this does not include any capital costs, only maintenance and operations of this facility.
- During costing we have used a fuel price of \$1.35/litre. As we know this is very difficult to predict and some accommodation would need to be made during contract negotiations, this is generally done thru a fuel surcharge, based on a percent of total revenue.

Please see attached table 1 for costing analysis.

## COMMENTS

- Using the criteria laid out above it would be incumbent to procure competitive quotes from major trucking companies nearby including Lomak from P.G. and Arrow transport, others may be considered as well.
- There may be some jurisdictional issues at the mine site regarding loading, these need to be established during any union contracts.
- There needs to be sufficient and well maintained staging areas at both barge terminals, with adequate lighting and soil hardness to provide ease of switching.
- During the planning stages one factor to keep in mind is lead time. It is difficult to assess the market place at a future date but a minimum of 6-8 mos. would be required to order trucks and trailers, especially with a quick ramp up of mine operations during start up.
- Truck pricing varies primarily due to changes in the value of Canadian dollar, trailers are a much smaller marketplace and pricing is more variable. We have used verbal quotes from 3 different builders for this study.





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## Appendix 2 – Babine Barge

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Letter to Transport Canada and DFO July 2008  
Babine Barge Specifications  
Babine Barge Use Agreement



# PACIFIC BOOKER MINERALS INC.

#1702 - 1166 Alberni Street Vancouver, BC V6E 3Z3

Telephone: (604) 681-8556

Toll Free: 1-800-747-9911

Fax: (604) 687-5995

mail: info@pacificbooker.com

Symbols: bkm-tsx venture / pbm-amex

Website: pacificbooker.com

July 2, 2008

## **Transport Canada**

620 – 800 Burrard Street  
Vancouver, BC V6Z 2J8

Attention: Ms. Jo-Anne McDonald, Senior Environmental Officer

## **Fisheries and Oceans Canada**

Oceans, Habitat and Enhancement Branch  
200 – 401 Burrard Street  
Vancouver, BC V6C 3S4

Attention: Mr. Alasdair Beattie, Fish Habitat Biologist

## **Re: Morrison Project – Existing Barge Use and Transportation Routes**

Dear Ms. McDonald and Mr. Beattie:

In respect to the Navigable Waters issue of the Pacific Booker Minerals Inc. Morrison project environmental assessment, this letter is to provide you with information on Pacific Booker Minerals Inc. (PBM)'s proposed transportation route and the existing barge used to cross Babine Lake from Michelle Bay to Nose Bay.

It must be emphasized that the barge utilized by PBM is an existing barge service owned by Babine Barge Ltd. Canadian Forest Products Ltd. is the principal user of the barge, has the foreshore leases and owns the air bubbler system used to de-ice the Babine Charger barge route across Babine Lake during winter conditions. PBM has in place a Barge Use Agreement with Canadian Forests Products Ltd.

Attached to this email are the following:

1. Map of road systems.
2. Photograph of a concentrate haul truck.
3. Details of the Babine Charger ownership and technical specifications
4. Three photographs of the "Babine Charger" barge used to cross Babine Lake between Michelle Bay and Nose Bay.
5. Copy of Road Use Agreement between Canadian Forest Products Ltd. and PBM.
6. Copy of Barge Use Agreement between Canadian Forest Products Ltd. and PBM.

Specifics:

The following are the transportation modes for various mine activities:



**Bus / Van Route**

The bus / van route for personnel movement is to be via the existing barge across Babine Lake from Michelle Bay to Nose Bay, then north via Nose Bay, Jinx, Hagan and Morrison Forest Service Roads on the east side of Babine Lake. During operations PBM intends to provide bus / van transport for approximately 115 employees each shift change.

**Construction Phase Delivery & Supply Route**

Trucks delivering mine and mill equipment including High Pressure Grinding Roller mill, ball mills, haul trucks, shovels, etc as well as supplies including diesel, propane and the numerous other consumables will arrive daily. These vehicles will, upon arrival at Michelle Bay via the public road system, follow the same route as the bus / van route.

**Operating Mine and Mill Delivery & Supply Route**

Trucks delivering mine and mill supplies including flotation reagents, milling balls, diesel, propane and the numerous other consumables of the mine will arrive daily. These vehicles will, upon arrival at Michelle Bay via the public road system, follow the same route as the bus / van route.

**Transportation of Concentrate**

Trucks delivering concentrate will depart the mine daily. These vehicles will follow the same route as the bus / van route. Upon arrival at Michelle Bay, concentrate trucks will travel via the public road system; to Topley via South Granisle Highway before proceeding north west via Highway 16 to the Port of Stewart for offloading.

PBM is one of multiple users of the Babine Charger barge.

If you have any additional questions, please call.

Yours truly,



Erik Tornquist  
Executive Vice President & Chief Operating Officer

Cc: Don Betton, Pacific Booker Minerals Inc.  
Clayton Rouse, Pacific Booker Minerals Inc.  
Rolf Schmitt, Rescan Environmental Services Ltd.  
Jack Smith, CEAA  
Andrew Thrift, NRCAN  
Tracy James, Project Assessment Officer, EAO  
Martha Anslow, Project Assessment Manager, EAO  
Jessica Coulson, NRCAN

# BABINE CHARGER (O.N. 812703)

[Vessel](#) | [General Statistics](#) | [Engine](#) | [Builder](#)  
[Owner\(s\)](#) | [Authorized Representative](#) | [All](#)

## Vessel

Official Number	<b>812703</b>	Year Built	<b>1993</b>
Vessel Name	<b>BABINE CHARGER</b>	Year Rebuilt	-
Former Name	-	Port of Registry	<b>PRINCE RUPERT</b>
IMO Number	-	Registry Date	<b>1994 03 28</b>
Hull No.	-	Certificate Expires	<b>2009 12 31</b>

## General Statistics

Vessel Type	<b>FERRY - PASSENGER/VEHICLE</b>	Gross Tonnage	<b>1,200.56 t</b>
Net Tonnage	<b>1,200.56 t</b>	Construction Type	<b>CARVEL/FLUSH</b>
Vessel Length	<b>70.62 m</b>	Construction Material	<b>STEEL</b>
Vessel Breadth	<b>19.54 m</b>	Vessel Depth	<b>2.74 m</b>

## Engine

Engine Description	<b>DIESEL</b>	Number of Engines	<b>2</b>
Propulsion Type	<b>SELF-PROPELLED</b>	Speed (knots)	<b>11.0</b>
Propulsion Method	<b>SCREW FWD AND AFT</b>	Propulsion Power	<b>1800</b>
Unit of Power	<b>BRAKE HORSEPOWER</b>		

## Builder

Builder Name **CENTRAL INTERIOR BARGING LTD.**  
Address -  
**PRINCE GEORGE**



Province **BRITISH COLUMBIA**  
Country **CANADA**  
Postal Code -

## **Owner(s)**

Owner Name **BABINE BARGE LTD.**  
Address **BOX 1454**  
**HOUSTON**  
Province **BRITISH COLUMBIA**  
Country **CANADA**  
Postal Code **V0J 1Z0**  
Number of Shares **64**

## **Authorized Representative**

Authorized Representative **BABINE BARGE LTD.**  
Address **BOX 1454**  
**HOUSTON**  
Province **BRITISH COLUMBIA**  
Country **CANADA**  
Postal Code **V0J 1Z0**

# Canadian Forest Products Ltd.

PO Box 158 , Houston B.C. V0J 1Z0 , Phone 250-845-5200

## THIS ROAD USE AGREEMENT MADE: December 1<sup>st</sup> 2005 FOR Road Sections prescribed in Schedule A

**BETWEEN:** Pacific Booker Minerals Inc.  
1166 Alberni Street Suite 1702  
Vancouver, B.C.  
V6E 3Z3

(hereinafter referred to as the "Permittee")

OF THE FIRST PART AND :

**CANADIAN FOREST PRODUCTS LTD**  
having an office at 1397 Morice River Road Houston, B.C.

(hereinafter called the "Company")

OF THE SECOND PART

### 1:00 GRANT OF RIGHTS AND TERM

- 1.01 the Company grants to the Permittee the non-exclusive right, during the term of this permit, to use the road or road sections (s) under this permit.
- 1.02 the term of this permit shall begin on the effective date shown above and shall terminate upon the satisfaction of the Company that there are no outstanding obligations under this permit, or the date specified in schedule A.

### 2.0 CONDITION OF USE

- 2.01 notwithstanding the vehicle size authorized for use in Schedule A, the Permittee may use a vehicle on the Company's road under this permit that exceeds the allowable dimensions without exceeding the GVW described in the Schedule A. When such oversize vehicle is used, the Permittee must arrange for a pilot car with appropriate roof-mounted warning sign or two flashing amber lights, to proceed the oversize vehicle at a distance of not less than 100 m nor more than 500m.
- 2.02 the Permittee may be required to assume all or part of the responsibility for maintaining the road or road sections of the road and at any time during the term of this Permit may be designated for receiving and complying with orders issued under the W.C.B. Occupational Health and Safety Regulations, relating to the use and safety of the road and clearing width. Where so designated, a Permittee is responsible until such time as he is relieved of those responsibilities in writing by the Company.



- 2.03 When the Permittee is assigned the responsibility for maintaining the road they are also designated the responsibilities and obligations of the "Prime Contractor" as defined within the W.C.B. Occupational Health and Safety Regulations

### **3.0 FINANCIAL AND SECURITY DEPOSITS**

- 3.01 the Permittee shall pay \$ Nil Dollars to the Company for the purposes of administering this agreement, including a mandatory road inspection before this permit will be terminated by the Company.
- 3.02 the Permittee shall submit a damage deposit of \$ Nil Dollars to the Company for the purposes of recovering reasonable costs incurred by the Company for remedying any failures of the Permittee to maintain the permitted road as described under the "Road Use Permit Schedule A".
- 3.03 the Company shall withdraw funds from the damage deposit after the Permittee has failed to remedy maintenance deficiencies after being given reasonable notice.
- 3.04 after deducting reasonable costs defined under paragraphs 3.02 and 3.03 the Company shall refund any remaining dollars in the damage deposit upon terminating the Permit.

### **4.0 PAYMENT**

- 4.01 The Permittee will be responsible for all daily maintenance and costs when the Company is not actively using and hauling over the said road sections.

### **5.0 MISCELLANEOUS**

- 5.01 this permit shall ensure to the benefit of and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 5.02 by accepting delivery of this permit, the Permittee agrees to be bound by its provisions and to perform all obligations that are to be performed by the Permittee under this permit
- 5.03 the terms and conditions imposed herein on the Permittee apply to the employees, agents, and contractors of the Permittee. The Permittee shall be responsible for the actions of its employees, agents and contractors.
- 5.04 The Company reserves the right to restrict the use of roads under this agreement during periods when road damage could occur.
- 5.05 The Company reserves the right to cancel the Road Use agreement at any time if the Terms and Conditions of this contract are not being met by the Permittee after being given reasonable time to remedy the situation.

IN WITNESS WHEREOF the parties have hereto executed this Agreement by the hands of their officers hereunto duly authorized, as the day and year first above written.

Canadian Forest Products Ltd.

Pacific Booker Minerals Inc.

Per: C. PARREAS  
Authorized Signatory

Per: E. Tornquist  
Authorized Signatory

CHRIS PARREAS  
(Print Name)

E. TORNQVIST  
(Print Name)

OPERATIONS SUPERVISOR  
(Title)

EXECUTIVE DIRECTOR  
(Title)

DATE: 21 FEB 2006

DATE: Feb. 13/06

# ROAD USE PERMIT

## Schedule A

**PERMIT HOLDER: Canadian Forest Products Ltd.**

**ROAD SECTIONS OF PERMIT: Nose Bay FSR 0-2 km; Jinx FSR 2-9 km, 46-50km;  
Booker Road 0-8 km**

It is the policy of Canadian Forest Products Ltd., that all roads shall be maintained to standards commensurate with their use. Surface maintenance is the responsibility of the users and notwithstanding, there must be sufficient maintenance undertaken on the roads and structures to protect the Companies investment, user safety, and to ensure the long term-use of the road.

### 1.0 VEHICLE DIMENSIONS

1.01 the dimensions and weight of the vehicles to be used on the road shall be loaded and conform with WCB Safety Regulations (No 60.212). Dimensions and weights shall not exceed the following:

Length: 30.5 Meters  
 Width 3.1 Meters  
 Height 5.5 Meters  
 Overhang beyond rear  
 Trailer Axle 5.0 Meters  
 Weight Axle N/A Kg  
 GVW Maximum 75 Metric Tonnes

COMMON NAME	ROAD SECTION	TERM OF PERMIT	Road Use Charge
JINX FSR BOOKER CONNECTOR	46-50 km	December 1, 2005- October 31, 2006	** See Paragraphs 4.01- 4.03 of the agreement
BOOKER ROAD	0-8 km	December 1, 2005- October 31, 2006	** See Paragraphs 4.01- 4.03 of the agreement

**\* The Company reserves the right to cancel the Road Use agreement at any time if the Terms and Conditions of this contract are not being met by the Permittee.**

**\*\* The Permittee has agreed to maintain the road to the conditions set forth in this permit when the Company is not actively using or maintaining the road.**

### 2.0 MAINTENANCE REQUIREMENTS



2.01 the Permittee holder shall in good faith be responsible for all surface maintenance of the right-of-way, roadway surface, permanent and temporary bridge structures, cattle guards, culverts, barriers, signs and junctions.

### 3.0 MAINTENANCE SHALL INCLUDE THE FOLLOWING ITEMS

3.01 the permit holder shall carry out the following work when necessary:

**A) Culverts**

- repairs of inlets, outlets, catch basins and flumes
- replacement of small culverts, flumes and rip rap
- minor repair of head walls and spillways

**B) Permanent Bridges**

- repair or replace the running planks, curbs, or brow logs, railing and posts, signs and delineators (except weight limited or restricted use signs).
- wash all decks to remove gravel and debris accumulation

**C) Temporary Bridges**

- repair or placement of the running planks, curb or brow logs, signs, and delineators
- wash the deck at least annually to remove gravel and debris accumulation

**D) Cattle Guards**

- repair cattle guards and adjoining fences, as required
- clean out the pit periodically to maintain effectiveness

**F) Signs**

- replace or repair all signs, posts, and culvert markers.
- add signs if needed to address new identified safety issues

**F) Grading**

- carry out all required grading operations
- all snowplowing and sanding required for user safety
- grading at a minimum to include when ruts exceed 7.5 cm on the running surface of the road.
- upon cessation of hauling operations all roads will be graded including wing plowing of snowbanks over the ditchline and clean up of logging roadside areas.
- ensuring that grader berms do not cause erosion and sedimentation to streams.

**G) Right of Way**

- clear the right of way of brush and vegetation to ensure that sight lines and other safety requirements are not impaired.
- remove and dispose of windfalls and danger trees.
- make routine seeding with grasses and legumes, when necessary (i.e. backslopes following areas effected by roadside operations).
- installing preventative structures to ensuring that minimal sediment runs from the road surface or ditchline into streams

**H) Deactivation**

- temporary deactivate roads to control runoff and sedimentation upon completion of operations.

**I) Garbage**

- All garbage/waste oil/fuel and logging parts will be removed by the holder of this permit.

**4.0 ENVIRONMENTAL CONSIDERATIONS**

- 4.01 maintain and use the road or right of way to cause the least amount of damage to the environment, minimize erosion and sedimentation of streams and protect the land adjacent to the right of way.
- 4.02 maintain ditches, drains and drainage structures along , across and under the roadway as to adequately drain and carry the water, and to ensure that the natural or existing drainage of the land over which the road is built is not unduly restricted or impeded.
- 4.03 at all junctions points from the Company's road for access to the Permittee's Cutting Authority or Road permit there must be a minimum of a 500mm culvert installed or the natural ditch line re-established.
- 4.04 upon completion of road use, carry out temporary deactivation of the road or right of way to cause the least amount of damage to the environment, minimize erosion and sedimentation of streams and protect the land adjacent to the right of way.

**5.0 MISCELLANEOUS PROVISIONS**

- 5.01 maintain the use of the road and right of way in a manner that will not impede the use of the road, or damage the Company's improvements on the right of way. If in occupying the area, the permit holder or their agents, employees, or contractors, damage the improvements without making satisfactory and timely repairs at their own expense, their permits will be suspended until the repairs are completed. If this permit is suspended, the permit holders and their agents, employees and contractors may not use the road or right of way until they replace or repair the improvements to the satisfaction of the Company. If the Company is not satisfied with the level of repairs, the Company, after failure to negotiate a remedy to the problem with the Permittee, may complete the work on behalf of the Permittee and charge those costs back to the Permittee.
- 5.02 the Company reserves the right to amend the conditions of this Permit after prior notification.
- 5.03 all vehicles operated under this Permit must have a radio with the posted road frequency. Vehicles shall call all posted km signs and operate with their headlights on.



**5.04 strictly adhere to the attached Company Road and Radio Use Policy.  
Monitoring for Compliance and Enforcement of this policy shall be the  
Permittee's responsibility during periods when the Company is not conducting  
any industrial operations in the area.**

**IN WITNESS WHEREOF** the parties have hereto executed schedule A of this Agreement by  
the hands of their officers hereunto duly authorized, as the day and year first above written.

**Canadian Forest Products Ltd.**

**Pacific Booker Minerals Inc.**

Per: C. PARRAS  
Authorized Signatory

Per: E. Tornquist  
Authorized Signatory

CHRIS PARRAS  
(Print Name)

E. TORNQVIST  
(Print Name)

OPERATIONS SUPERINTENDENT  
(Title)

EXECUTIVE DIRECTOR  
(Title)

DATE: 21 FEB 2006

DATE: Feb. 13/06



## BARGE USE AGREEMENT

THIS AGREEMENT is made as of the 1<sup>st</sup> day of May, 2008,

BETWEEN:

CANADIAN FOREST PRODUCTS LTD.  
1397 Morice River Road, Houston, BC

(the "Company")

AND:

Pacific Booker Minerals Inc (the "User")  
1702-1166 Alberni Street ,

Vancouver , BC V6E 3Z3

WHEREAS:

- A. The Company operates the tugs and/or barges identified in Schedule A ("Barges") on Babine Lake in connection with its forest products operations;
- B. The User wishes to use the Barges for the transportation of vehicles and personnel over Babine Lake in connection with its mine operations.

THEREFORE, the parties agree as follows:

### 1. TRANSPORTATION SERVICES

- 1.1. **Services.** Subject to the terms and conditions of this Agreement, the Company agrees to provide transportation services by Barge to the User on a non-exclusive basis for User's vehicles, equipment and related personnel over Babine Lake.
- 1.2. **Term.** This Agreement shall commence on May 1, 2008 and continue to October 31, 2008 unless sooner terminated in accordance with this Agreement.

### 2. OPERATING TERMS AND CONDITIONS

- 2.1. **Regularly Scheduled Runs.** Transportation services under this Agreement will be available during the Company's regularly scheduled Barge runs and usual routes over Babine Lake between the loading slip at Michelle Bay on Babine Lake approximately 11 kilometres south east of Granisle British Columbia and the loading slip at Nose Bay on Babine Lake. Regularly scheduled runs will be available only during the Company's normal timber harvesting season.
- 2.2. **Non-Scheduled Runs.** User may, with the prior consent of the Company, hire one or more of the Barges on an hourly basis for transportation services required outside of the Barges' regularly scheduled runs, subject to the following terms and conditions:

- (a) User and its agents, employees or contractors, will not use the Barge in any way that results in any loss or damage to the Barge or associated infrastructure;
- (b) If User or its agents, employees or contractors cause any loss or damage to a Barge or associated infrastructure during a non-scheduled run, the Company may require the User to make the necessary repairs or replacements to remedy such loss or damage; and
- (c) if such repairs or replacements are not completed to the satisfaction of the Company within a reasonable time period as determined by the Company, then the Company may after notice to the User, complete such repairs or replacements and charge the costs of the repairs to the User.

**2.3. Scheduling.** The Company will from time to time provide User with schedules of the Company's usual Barge runs on Babine Lake. Transportation services on regularly scheduled runs will be subject to space being available on the applicable Barge and will be on a "first come, first served" basis subject to prior arrangement that may be made with the Company.

**2.4. Conditions of Use.** In using the transportation services under this Agreement:

- (a) User will comply with the requirements and specifications in Schedule A;
- (b) User will not transport any goods, substances or other material on the Barge which constitute "dangerous goods" within the meaning of the *Transportation of Dangerous Goods Act (Canada)* except with the prior written consent of the Company (which consent shall be in the sole discretion of the Company);
- (c) User shall be responsible for ensuring that the User's vehicles using any Barge are in good mechanical condition and able to get on and off the Barge free of any safety or environmental hazards;
- (d) loading and unloading of vehicles and equipment on and off the Barges shall be under the supervision and direction of Barge personnel and the User will comply with the reasonable directions and instructions of the Barge personnel; and
- (e) User is responsible for any damage to the Barge or related infrastructure and associated losses incurred by the Company due to any wrongful or negligent act of omission of the User, its employees, agents or contractors, including without limitation the costs of repairs to the Barge and related infrastructure and the Company's costs in obtaining replacement transportation services that may be required while the Barge or related infrastructure is not available as a result of such damage.

**2.5. Barge Operation Expenses.** The Company will be responsible for making the necessary arrangements to provide the crew necessary for the operation of the Barges and the payment of all costs and expenses pertaining thereto, including wages, provisions, stores, fuel and insurance.



- 2.6. Suspension of Services.** The Company may suspend the transportation services provided to the User under this Agreement: (a) as the Company deems necessary to protect the Barges and associated infrastructure during adverse weather conditions or to minimize costs associated with maintenance and repair; or (b) if use of the Barges would in the opinion of the Company endanger property, health or safety; or (c) during periods where the Barges have been taken out of service for maintenance or repair.
- 2.7. Events Beyond Control.** The Company shall not be responsible for any failure or delay in the performance of the services under this Agreement or any loss, damage or injury, (including death) sustained by the User, its employees, consultants or contractors in connection with the services under this Agreement where such failure or delay arises, or such loss, damage or injury is caused by or results from, acts of God, adverse weather conditions, flood, fire, earthquake, perils of the sea, war, insurrection, riots, terrorism, roadblocks or other intentional interference by third parties, strikes, lockouts or other labour disputes, explosion, equipment breakdown, power or fuel shortages, government restriction or acts of government or regulatory authorities or any other cause, whether similar or dissimilar to the foregoing, beyond the control of the Company.

### **3. RATES AND PAYMENT**

- 3.1. Rates and Payment.** The User shall pay the Company for the transportation services under this Agreement at the rates and at the times referred to in Schedule B together with applicable provincial sales taxes and goods and services taxes.

### **4. LIABILITY AND RISK**

- 4.1. Assumption of Risk.** Except where caused in the course of Barge runs between the loading slips due to the fault or neglect of the Company or its authorized employees, agents or contractors, User assumes all risk of loss of or damage to User's vehicles, equipment or other property or injury or death to User's employees, agents or contractors arising in any way out of the transportation services under this Agreement and hereby releases and indemnifies the Company, its directors, officers, employees and contractors from and against any claims or liabilities in respect of such loss, damage, injury or death.
- 4.2. Carriage of Goods.** Where the transportation services are provided primarily for the carriage of equipment, goods or other personal property, the Company shall not be liable for any loss or damage occurring to such equipment, goods or other personal property for any reason.
- 4.3. Limitation on damages.** In no event will the Company or the User have any liability to the other for any consequential or indirect damages in connection with the User's use of the transportation services under this Agreement.

### **5. NON-COMPLIANCE**

- 5.1. Termination for Default.** The Company may terminate this Agreement by notice to that effect if the User fails to comply with any of the terms and conditions of this Agreement



and fails to remedy such non-compliance within 10 days of being made aware of such non-compliance.

- 5.2. Suspension for Failure to Pay or Repair.** Should the User fail to pay or reimburse the Company any amounts for which the User is responsible to pay under this Agreement when due or fail to make any repairs or replacements for which User is responsible under Section 2.2 in a timely manner satisfactory to the Company, the Company may suspend all transportation services under this Agreement until User has remedied such failure.
- 5.3. Rights Reserved.** Termination of this Agreement shall be without prejudice to any other right or remedy of the parties.

**6. GENERAL**

- 6.1. Assignment.** User shall not assign or transfer any interest in this Agreement without first obtaining the written consent of the Company, which consent shall not be unreasonably withheld
- 6.2. Notices.** Any notice required or permitted to be given hereunder shall be in writing and delivered by hand or facsimile transmission to the party to which is to be given as follows:

To the Company:

Canadian Forest Products Ltd.  
1397 Morice River Road  
Houston, BC

Attention: Woodlands Manager

Facsimile No: (250) 845-5294

To User:

Pacific Booker Minerals  
1702-1166 Alberni Street , Vancouver , BC  
V6E 3Z3

Attention: Erik Tornquist

Facsimile No. 604-687-5995

or to such other address as a party may in writing advise by notice given in accordance with this Section. Any such notice will be effective when received by the receiving party.

- 6.3. Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

**6.4. Miscellaneous.** This Agreement constitutes the entire agreement between the Company and the User and supersedes all prior understandings and agreements with respect to the Barge transportation services provided by the Company. This Agreement may be amended only by an instrument in writing signed by both parties. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition nor shall a waiver in one case be deemed as constituting a waiver of a similar or subsequent case. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and Canada. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**Signed:**

**CANADIAN FOREST PRODUCTS LTD.**

Per: Walter Van Allen

Date: May 13/08

**Pacific Booker Minerals Inc.**

Per: E. Tomquist

Date: May 12, 08

**SCHEDULE A  
BARGES, SPECIFICATIONS AND OTHER CONDITIONS**

**1. Barges**

**Babine Charger:** 60m. long powered barge moored at Michelle bay on Babine Lake approximately 11km south east of Granisle B.C.

**Granisle IV:** 23m barge and 11m tugboat LaVie moored at Michelle Bay on Babine Lake 11km southeast of Granisle B.C.

**2. Vehicle Dimensions and Weight Restrictions**

**Babine Charger:** The dimensions and weight of the vehicles to be transported on the Babine Charger shall conform with WCB Safety Regulations (No 60.212). Vehicle dimensions and weights shall not exceed the following:

Length:	<u>30.5</u>	Meters
Width	<u>3.1</u>	Meters
Height	<u>5.5</u>	Meters
Overhang beyond rear		
Trailer Axle	<u>5.0</u>	Meters
Weight Axle	<u>N/A</u>	Kg
GVW	<u>Maximum 75 Metric Tonnes</u>	

**Granisle IV:** Vehicle dimensions and weights of vehicles to be transported on the Granisle IV (small barge) shall not exceed:

Length:	<u>9m</u>
Width:	<u>3.1m</u>
Height:	<u>4.5m</u>
Overhang beyond rear axle:	<u>2m</u>
GVW:	<u>20 t</u>

Only one vehicle weighing over 10t will be allowed on the Granisle IV per trip.

Subject to the prior approval of the Company, User may transport a vehicle on a Barge that exceeds the allowable dimensions for that Barge as long as the GVW of that vehicle does not exceed the allowable GVW of vehicles for that Barge.

**3. Radio Frequencies:** All vehicles utilizing Company roads must have and use a radio with the posted radio frequency. Barges will use and monitor radio frequency 151.985.

**4. Changes:** The Company may change the terms and conditions of this Schedule by providing written notice to the User.



**SCHEDULE B  
RATES AND FEES**

**Regularly Scheduled Runs**

The rates to be paid by User to the Company for transportation on the Babine Charger and Granisle IV on regularly scheduled runs shall be:

A fixed amount of \$12,000 for the period of this contract , payable in six monthly payments of \$2000 per month on the first day of each month.

**Non-scheduled Runs**

**All charge outs are subject to a 4 hour callout unless the crew is already on site.  
A 4 hour callout consists of 1 hour of operating time and 3 hours of crew standby.**

The rates to be paid by User to the Company for transportation on the Babine Charger and Granisle IV outside of regularly scheduled runs are:

**Rates current as of:**

**01-Apr-08**

**Callout with 1 hour operating time**

**Callout with 2 hours operating time**

**Callout with 3 hours operating time**

**Callout with 4 hours operating time**

Chargeout rate	
Ferry	Barge
\$1,034	\$488
\$1,463	\$628
\$1,891	\$768
\$2,320	\$907

Each **additional operating hour** or charter rate if crew is on site:

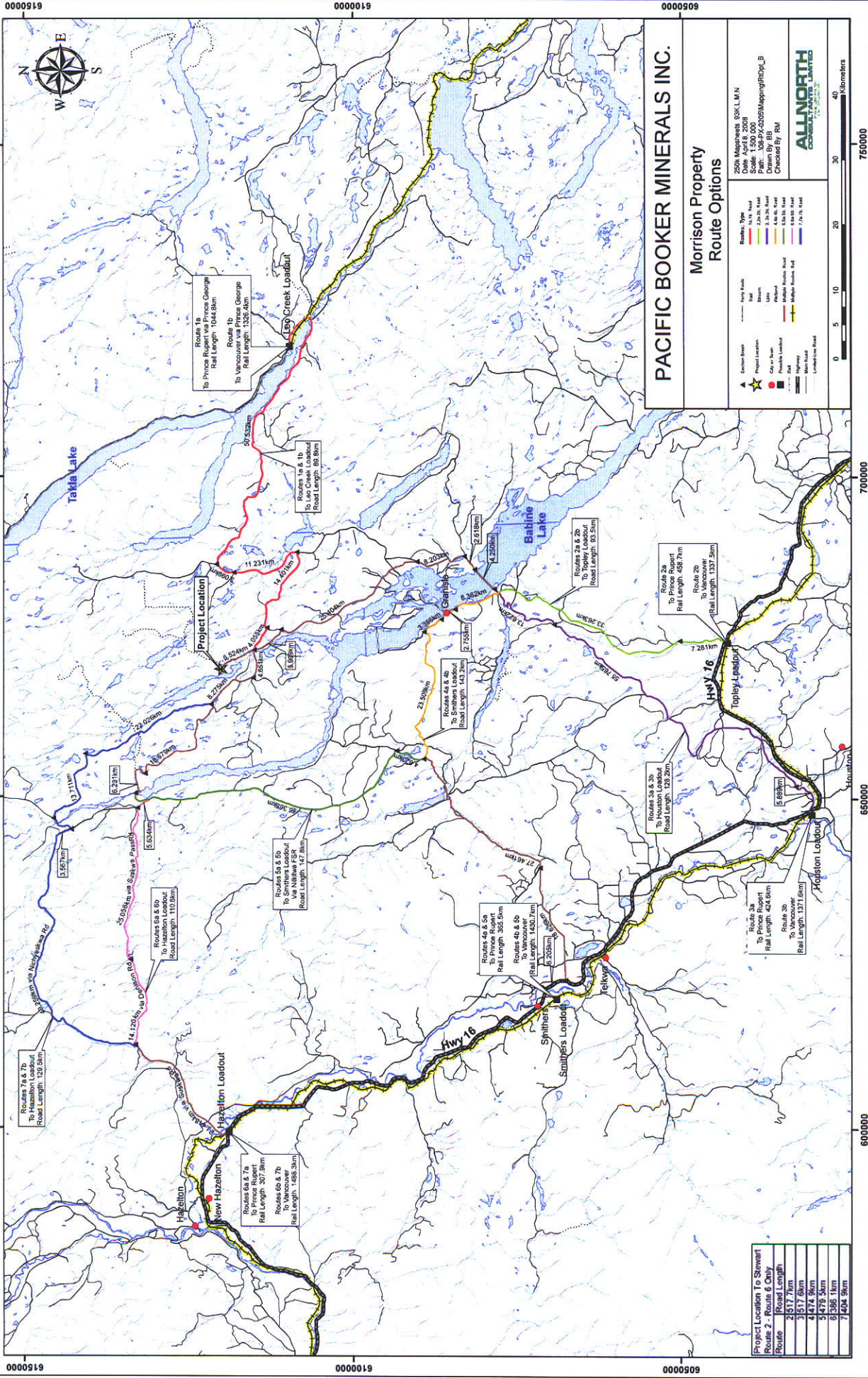
Each **additional standby hour:**

\$580	\$227
\$151	\$87

For the purpose of calculating the number of hours or partial hours on a non-scheduled run, hours will be determined from the time the Barge leaves the Michelle Bay loading slip until the Barge arrives back at the Michelle Bay loading slip.

The Company will invoice User for transportation services on non-scheduled runs. Payment is to be made by User within 30 days after receipt of invoice.





**PACIFIC BOOKER MINERALS INC.**

**Morrison Property  
Route Options**

250k Mapworks 83K, M.N.  
Date: April 8, 2008  
Project: Morrison Property  
Scale: 1:50,000  
Drawn By: BB  
Checked By: RM

Route Type	Color
1a-1b Road	Red
2a-2b Road	Orange
3a-3b Road	Yellow
4a-4b Road	Green
5a-5b Road	Blue
6a-6b Road	Purple
7a-7b Road	Black

Legend:  
 - Green Star: Project Location  
 - Yellow Star: City or Town  
 - Red Circle: Possible Loadout  
 - Black Circle: Rail  
 - Grey Circle: Road  
 - Blue Circle: Lake  
 - Black Circle: Lumber Mill Road



Route	Route Length
Route 1	2,617.7km
Route 2	3,617.6km
Route 3	4,474.9km
Route 4	5,479.5km
Route 5	6,196.1km
Route 6	7,404.9km

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