

GEORGE HARSHENIN  
COMPANY NAME

1995 TARRY'S ROAD  
ADDRESS

CASTLEGAR, BC V1N 4N1  
CITY POSTAL CODE

**MATERIAL SUPPLY AND DELIVERY LETTER OF UNDERSTANDING**

This LETTER will confirm the agreement of the undersigned Parties to abide by the terms and conditions of the current collective agreement made between COQUITLAM SAND AND GRAVEL OPERATIONS, GREATER VANCOUVER DIVISION, referred to as the MATERIAL SUPPLY AND DELIVERY COMPANIES AND TEAMSTERS LOCAL UNION No. 213, of the International Brotherhood of Teamsters. A copy of the current collective agreement made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 is hereunto annexed.

IN THE EVENT such collective agreement is renewed, revised or amended, or in the event any other collective agreement is made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213, the undersigned parties agree to be bound by the terms and conditions of such renewed, revised or amended collective agreement or such other collective agreement as is made between the MATERIAL SUPPLY AND DELIVERY COMPANIES and said Teamsters Local Union No. 213 from time to time.

The Company shall indemnify and save and hold harmless any employee who is a member of the Union in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings, and judgements provided such claims are attributable to or caused by any negligent or wrongful actions or omissions by any employee or anyone for whose acts he may be liable, while working within the scope of his employment and, further, the Employer agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings, and judgements against any employee who is a member of the Union.

IN THE EVENT that any collective agreement from time to time made between the employers represented by the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 is terminated, the undersigned parties agree that they nevertheless shall continue to be bound by the terms and conditions thereof until a further collective agreement is made by and between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213 and further agree that they shall be bound by such further collective agreement unless either of the undersigned parties elect by notice in writing delivered to the other party not to be bound by such collective agreement; provided that such notice in writing shall be given within the period of four (4) months preceding the expiration date of any such collective agreement from time to time in force between the MATERIAL SUPPLY AND DELIVERY COMPANIES and the said Teamsters Local Union No. 213.

DATED AT Kamloops, British Columbia, this 10<sup>th</sup> day of December 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN: GEORGE HARSHENIN**  
1995 Tarry's Road  
Castlegar, BC V1N 4N1

(hereinafter referred to as the ACOMPANY@)

PARTY OF THE FIRST PART

**AND: TEAMSTERS LOCAL UNION No. 213**  
affiliated with the International Brotherhood of Teamsters,  
of the City of Vancouver, Province of British Columbia;

(hereinafter referred to as the AUNION@)

PARTY OF THE SECOND PART

**Teamsters Health and Welfare Alternative Dry Fund Plan**

The parties hereby agree that the Company is not bound by Article 14:01 (1) Teamsters Health and Welfare Plan and Trust Fund as contained in the current Collective Agreement.

The parties further agree that the Company will supply to each employee the Teamsters Health and Welfare Alternative Dry Fund Plan (the Aplan@) at no cost to the employee.

The Company agrees to make such monthly contributions to the Plan for the benefits to be provided as the Trustees of the Plan shall establish from time to time and agrees to be bound by the terms of the Plan.

Effective as of the date of signing this Letter of Understanding, the Company will commence making contributions in the amount of two hundred and two dollars (\$202.00) per month, per employee to be remitted on the fifteen (15<sup>th</sup>) day of the month following the month contributions cover.

The Company shall also provide the British Columbia Medical Services Plan coverage to each employee at no cost to the employee. The Company is not bound to duplicate coverage if the employee is covered by other means.

DATED AT Castlegar, British Columbia, this 10th day of December, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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