

MINOR WORKS AGREEMENT (INTERIOR)

THIS MINOR WORKS AGREEMENT ("Agreement") made this 13 day of February, 2006, between LOUISIANA-PACIFIC CANADA LTD., a British Columbia corporation (the "Company") and the following contractor (the "Contractor"):

Golden Fire Jumpers LTD.

sets out the mutual agreements between the Company and the Contractor as follows:

1. AGREEMENT AND SCOPE OF WORK

- 1.1 Agreement. During the Term of this Agreement, the Company agrees to engage the Contractor, and the Contractor hereby agrees to carry out timber harvesting operations under the license or licenses referred to in Schedule A (the "Licenses") on and in the operating areas described in Schedule A ("Operating Areas") in accordance with the terms and conditions of this Agreement.
- 1.2 Scope of Work. The work to be performed by the Contractor under this Agreement will be that specified in Schedule A (the "Work") and for the purposes of performing the Work, the Contractor shall be entitled at its own risk to the non-exclusive occupation of the Operating Areas and use of the access roads described or referred to in Schedule A subject to compliance with the Company's rules and regulations relating to that use.
- 1.3 Term. The term of this Agreement shall, subject to the other provisions of this Agreement, be from **February 14, 2007 to March 28, 2007**, (the "Term"). If specified in Schedule A, the Work will be on a temporary and/or periodic basis throughout the Term.
- 1.4 Contract Terms. The following schedules for part of this Agreement
 - (a) Schedule A – Operating Terms and Conditions
 - (b) Schedule B – Vehicle Operation Guidelines

2. AMOUNT OF WORK

- 2.1 Specified Amount of Work. The amount of Work to be allocated to the Contractor by the Company and to be performed by the Contractor during the Term will, subject to the other provisions of this Agreement, be the amount specified in or calculated in accordance with Schedule A.

3. PAYMENT PROVISIONS

- 3.1.1 Payment. The Company shall pay to the Contractor as full payment for the Work amounts calculated in accordance with the rates of payment set out in or determined in accordance with Schedule A. Payment shall be made within thirty (30) days of receipt of the Contractor's invoices based, where applicable, upon approval of invoices by the Company Representative.
- 3.1.2 Holdback. The Company shall be entitled to hold back from each payment to the Contractor, the amount, if any, set out in Schedule A. The holdbacks shall, subject to any right of setoff, be paid to the Contractor forty-five (45) days after completion of the Work or termination of this Agreement.

4. OPERATING TERMS

4.1 Operation and Performance. The Contractor will, and will cause its Workers to, carry out the Work and perform all of its obligations under this Agreement in a good, workmanlike, safe and diligent manner in accordance with the best modern forest practices used in the area in which the Operating Areas are located and, in particular, shall:

- (a) comply with all of the Company's operating and performance standards, specifications and regulations, including those set out in Schedule B, and all directions of the Company's representatives;
- (b) carry out the Work in accordance with:
 - (i) the *Columbia District Interim Burn Plan for Smoke Management of Licensee Slash Accumulations*, the *Wildfire Act*, the *Forest and Range Practices Act* and the regulations, standards and orders relating thereto (all of which are collectively referred to in this Agreement as the "Forest Practices Legislation"), the *Forest Act*, *Workers Compensation Act*, and *Fisheries Act* and the regulations thereunder and all other applicable federal, provincial and municipal laws, regulations, standards and orders which relate in any way to the performance of the Contractor's obligations under this Agreement; and
 - (ii) any silviculture prescriptions, site plans, logging plans or other plans, permits, prescriptions or documents provided by the Company to the Contractor which apply to the Operating Areas, including where the Work involves road construction or modification, any road layout and design which applies to that road construction or modification (collectively "Operational Documents");
- (c) maintain and comply with all permits, licenses and registrations which are required to be obtained or maintained by the Contractor for the performance of the Work;
- (d) maintain insurance as set out in Schedule A with insurers acceptable to the Company;
- (e) prior to the commencement of the Work, the Contractor shall provide to the Company at the addresses specified in the Notices section of this Agreement, certificates of insurance evidencing the insurance required to be obtained by the Contractor pursuant to this Agreement, which certificates must contain the following provisions:
 - (i) the Company will be named as an additional insured;
 - (ii) such insurances will be primary to any owned by the Company;
 - (iii) such insurances will not be cancelled or materially altered without giving thirty (30) days' notice to the Company; and
 - (iv) such insurances shall contain a cross liability and/or severability of interest clause protecting the Company against claims by the Contractor as if the Company were separately insured; and
- (f) promptly pay as they become due all charges, remittances or deductions for or relating to labour, materials, supplies, services and Workers used in or relating to the performance of the Work.

4.2 Special Circumstances. Without in any way limiting the Contractor's obligations under subsection 4.2(b)(i):

- (a) if weather or site conditions are such that the Contractor's operations result or may result in the slumping or sliding of land, inordinate soil disturbance or other significant damage

to the environment, the Contractor will cease operations in the affected area, take all reasonable steps to prevent any further damage to the environment and immediately advise the Company;

- (b) if the Contractor finds any stream or body of water or any feature of cultural or recreational significance or value in an Operating Areas which is not identified in the applicable Operational Documents, the Contractor will modify or cease its operation in the vicinity of such streams, body of water or feature to the extent necessary to refrain from threatening it and immediately advise the Company;
- (c) in carrying out its operations, the Contractor will not permit harmful substances (which include silt, sediment and other debris and related runoff) to be spilled or deposited in any stream or other body of water or in a place or in circumstances where any such harmful substances may enter a stream or other body of water, and
- (d) if the Contractor's operations result, or in the opinion of the Contractor may result, in the spill or deposit of any harmful substance in or near a stream or other body of water, or, except as expressly authorized under the Operational Documents, result in any alteration, destruction or disruption of the banks or bed of any stream or other body of water, the Contractor will cease operations in the vicinity of such stream or body of water and immediately advise the Company.

4.3 Events Beyond Control. Neither party shall be liable for any failure or delay in performance of any of its obligations under this Agreement, including any failure by the Company to allocate to the Contractor the amount of Work required under this Agreement or any failure by the Contractor to perform that amount of Work, if that failure or delay is caused by an event not within control of the party including without limitation, acts of God, strikes, lockouts or other labour disputes, acts of the public enemy, riots, roadblocks or other intentional interference by third parties, fire, flood, explosion, government restriction, court order and, in the case of the Company, including curtailment or shutdown of the sawmill or woodlands operations of the Company and/or its affiliates due to lack of markets or uneconomic conditions or inability to obtain required regulatory approvals required for timber harvesting operations.

4.4 Suspension of Operations. The Company may suspend the Contractor's operations for operational reasons for a specified or indefinite period on reasonable notice to the Contractor and may suspend the Contractor's operations on an immediate basis by written notice to the Contractor or by advising a representative of the Contractor in writing or orally in the following circumstances:

- (a) the occurrence of an event described in Section 4.3; or
- (b) non-compliance by the Contractor with its obligations under this Agreement; or
- (c) if the Contractor violates, or its operations result or, in the opinion of the Company, may result in violation of the Operational Documents, the Forest Practices Legislation, *Fisheries Act* or any other applicable federal, provincial or municipal law, regulation, standard or order; or
- (d) if suspension or cessation of the Contractor's operations is required by the Forest Practices Legislation or any other applicable federal, provincial or municipal law, regulation, standard or order.

4.5 Fire Prevention.

- (a) The Contractor shall use all reasonable efforts and take all precautions required to prevent the starting of a forest fire, and without limiting the foregoing, the Contractor will conform to and observe all applicable provisions of the *Forest Act* and regulations

thereunder and the Forest Practices Legislation, in respect to the prevention of fires. The Contractor shall be responsible for fighting, controlling and extinguishing all fires, regardless of the cause or origin of any such fires, as required by the *Forest Act* or regulations thereunder or the Forest Practices Legislation. The Contractor shall forthwith notify the Company of any such fires. In fighting any fire, the Contractor shall utilize to the fullest extent possible the labour, equipment and resources available to the Contractor.

- (b) The rates payable to the Contractor for fire fighting activities hereunder are deemed to be the rates established and actually paid by the Ministry of Forests to the Company for those activities, if any, and not the rates under this Agreement.
- (c) Where the Contractor or any Worker:
 - (i) causes a fire; or
 - (ii) permits the escape of a fire, whether or not caused by the Contractor;

the Contractor will indemnify the Company for any loss, cost or liability incurred by the Company in respect of the fire including but without limitation the cost of waterbombers.

4.5 Labour, Materials and Equipment. The Contractor shall employ all Workers and, except as otherwise specified in this Agreement, provide all things necessary to properly carry out the Work, and without in any way limiting that obligation, shall provide and maintain in safe working order, at its sole expense, all tools, machinery, equipment, supplies, labour and supervision necessary to perform the Work and be responsible for all costs of accommodation for Workers and transportation of Workers, supplies and equipment necessary to perform the Work.

4.6 Right to Audit. The Company may at any time audit or assess the Contractor's operations to ensure satisfactory performance of this Agreement. The Contractor will cooperate fully with any such audit or assessment including permitting the Company to examine and make copies of any documents or records relating to the Work and to interview the Contractor's Workers.

4.7 Investigations and Contraventions. The Contractor will promptly advise the Company of any communications with, investigations by, or notices from any government authority with respect to the Work and of any contraventions or offences the Contractor may have committed including contraventions or offences under the *Forest Act*, *Workers Compensation Act*, *Fisheries Act*, *Environmental Management Act*, and the regulations thereunder, the Forest Practices Legislation, and all other applicable federal, provincial and municipal laws, regulations, standards and orders whether committed while performing the Work under this Agreement or otherwise.

4.8 Contractor Training. The Contractor must:

- (a) ensure that its Workers are properly trained as individuals and as crews in accordance with the legal requirements for safety, fire protection and environmental protection;
- (b) participate in and direct its Workers to participate in any training programs provided by the Company; and
- (c) not utilize any Worker to perform the Work who is not trained as required by subsection 4.12(a) or who fails or refuses to participate in any training program as required by subsection 4.12(b).

5. NON COMPLIANCE

5.1 As used in this Section: (i) the term "Company" shall mean Louisiana-Pacific Canada Ltd. as well as its officers, directors, employees, agents, licensees, assigns, affiliated companies, contractors

(except the Contractor to whom this Agreement applies), and/or insurance companies; and (ii) the term "Claim" shall mean any claim, demand, action, lawsuit, arbitration, complaint, costs, expenses, damages and/or proceeding brought or made against the Company by any party (including, but not limited to, Contractor's Workers) other than Contractor.

- (a) Contractor agrees to defend, indemnify, make whole and hold harmless the Company with respect to any and all Claims arising out of, related to, or in any manner connected with or resulting from the performance of the Work by Contractor or Contractor's obligations under this Agreement. Contractor's duties pursuant to this subsection apply whether the Claim arose out of the acts or omissions of Contractor or Contractor's Workers, provided, however, that Contractor's duties under this subsection do not apply if a Claim is adjudicated to have arisen from the Company's sole negligence.
- (b) If a Claim is made against the Company, the Company may: (i) cause Contractor, at Contractor's own cost and expense, to select (subject to the Company's approval, which shall not be unreasonably withheld) and pay a competent attorney to defend the Company; or (ii) require Contractor to reimburse the Company, on a monthly basis, for all costs of defense incurred by the Company including, but not limited to, attorney fees and costs, expert fees and costs, court costs, other disbursements and expenses, and all fees and costs related to appellate proceedings and/or settlement efforts. The Company shall inform Contractor of its election pursuant to this subsection within thirty (30) days of the Company's receipt of a Claim.
- (c) Should the Company elect to have Contractor select and pay counsel to defend the Company against a Claim, Contractor shall state, in every filing or submission, that: (i) Contractor is the real party in interest with respect to the positions being advanced in the defense of the claim; and (ii) the positions taken by Contractor in the Company's name are not necessarily those that would be taken by the Company if the Company were itself the real party in interest.
- (d) Contractor's agreement to defend, indemnify and hold harmless the Company is not intended to, and does not, waive any attorney-client privilege or work-product protection available to the Company.
- (e) Regardless of the Company's election of the manner in which its attorney is to be selected and paid, Contractor shall pay or, at the Company's option, reimburse the Company in full for the Company's payment of: (i) any judgment, order or award rendered against the Company as a result of a Claim; or (ii) any amount that the Company (or the Contractor on the Company's behalf) agrees to pay in compromise or settlement of any Claim.
- (f) For a Claim that Contractor wishes to compromise, Contractor shall not execute any settlement agreement and/or release without the express prior written approval of the Company, which approval shall not be unreasonably withheld.
- (g) Both parties shall cooperate with the other party on any Claim.

5.2 Default by Contractor. The Company may, without prejudice to any other right or remedy under this Agreement or otherwise, terminate this Agreement by written notice to the Contractor to that effect if:

- (a) the Contractor becomes insolvent, or makes an assignment for the benefit of creditors or otherwise acknowledges its insolvency, or commences liquidation proceedings, voluntary or otherwise, or commits an act of bankruptcy, or if a receiver or receiver-manager is appointed for any of the assets of the Contractor; or

- (b) in the opinion of the Company, the Contractor fails to diligently commence, carry on or complete any Work or performs the Work in a negligent, inefficient or unsafe manner or abandons any part of the Work, in whole or in part; or
- (c) the Contractor commits any violation or infraction of the Forest Practices Legislation or other applicable laws or regulations or other requirement of any governmental authority or does anything in carrying out its operations which is contrary to the Operational Documents; or
- (d) the Contractor defaults in the observance or performance of any other term or condition of this Agreement and such default continues for ten (10) days after notice to the Contractor or any default in the observance or performance of any such term or condition recurs.

5.3 Effect of Termination. Upon termination of this Agreement, all rights and privileges of the Contractor under this Agreement shall cease, the Contractor shall immediately stop performance of the Work and the Company shall be entitled to possession of all timber, timber products and roads constructed by the Contractor in the Operating Areas. In addition, if the Company terminates this Agreement under Section 5.2, the Company may at its option hire such personnel and equipment and make such expenditures as may be necessary to complete the Work and, if such hiring or expenditures result in additional costs to the Company, recover the additional costs thereof from the Contractor by deduction, setoff or otherwise.

5.4 Continuing Obligations. Termination of this Agreement shall not prejudice the rights of the parties accruing to the date of termination or which arise as a result of or in connection with occurrences prior to the date of termination.

5.5 Deduction and Setoff. The Company shall have the right but shall not be obligated to deduct from monies owing to the Contractor under this Agreement such sums as may be necessary to pay on behalf of the Contractor any sums owing by the Contractor to the Company, any outstanding wages owing to Workers, Workers' Compensation premiums, employment insurance or other statutory assessments relating to the Work, any liens, claims or other charges arising in any manner whatsoever from the operations of the Contractor hereunder and any fines or penalties assessed against the Company for non-compliance by the Contractor or its Workers with any statute, regulation or other requirement of any governmental authority.

6. GENERAL

6.1 Removal of Equipment. The Contractor shall remove within thirty (30) days of the expiration or earlier termination of this Agreement all its machinery, equipment and supplies from the Operating Area, making good any damage caused by the removal and any items not removed by the end of the thirty (30) day period shall, at the election of the Company be removed at the cost of the Contractor or become the property of the Company.

6.2 Representations. The Contractor warrants that it has all necessary labour, materials and equipment to carry out the Work and acknowledges that the Company has made no representations to the Contractor as to the nature of any Operating Area or the quality or quantity of timber in any Operating Area or as to the difficulty or simplicity of the Work to be conducted by the Contractor.

6.3 Notices. All notices and other communications required shall be in writing and shall be deemed given when faxed or personally delivered or three (3) days after deposit in the Canadian mails, certified or registered mail, return receipt requested, with postage prepaid, addressed to the address below (or to such other address as either party may specify for itself by written notice).

If to Company:

Louisiana-Pacific Canada Ltd.
P.O. Box 170
Golden, B.C., V0A 1H0
ATTN: Area Forest Manager
Telephone: (250) 344-8800
Facsimile: (250) 344-8807

If to Contractor:

Golden Fire Jumpers LTD.
4326 Garner Road
Niagra Falls, On
ATTN: Mathew Ward
Telephone: 250-344-6464
Facsimile: 250-344-6470

With a copy to:

Louisiana-Pacific Corporation
Legal Department
414 Union Street, Suite 2000
Nashville, TN 37219
Telephone: (615)-986-5600
Facsimile: (615)-986-5666

Notice will also be effective on the business day following the electronic confirmation of receipt if transmitted by facsimile to the party at the facsimile number shown above.

- 6.4 Assignment. The Contractor shall not assign this Agreement or any interest, right or benefit accruing to the Contractor under this Agreement or subcontract any Work, without the prior written consent of the Company.
- 6.5 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
- 6.6 Independent Contractor. The Contractor is an independent contractor and not a servant or agent of the Company. The Company is interested only in the results achieved, and the conduct and control of the Work will lie solely with the Contractor. The Contractor is solely responsible for ensuring its agents, employees, subcontractors and all other persons engaged by or instructed by the Contractor for the performance of the Work (collectively, "Workers") comply with all of the Contractor's obligations hereunder. Neither the Contractor nor its Workers are to be considered employees of the Company for any purpose, and neither is entitled to the benefits and rights conferred by the Company upon its employees.
- 6.7 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, executors, administrators, successors and permitted assigns.
- 6.8 Supplemental Agreements. The Company and the Contractor will from time to time enter into such further agreements or instruments as may be necessary to supplement this Agreement to set out specific terms and conditions applicable to particular Operating Areas assigned to the Contractor from time to time. The terms and conditions of such supplemental agreements or instruments shall form part of this Agreement.
- 6.9 Workers' Compensation. The Contractor will:
- (a) be registered as an independent firm under the *Workers Compensation Act* and ensure that all Workers are registered under the *Workers Compensation Act* and that all of its and its Workers' Workers' Compensation Board Payments are paid when due, and will, upon execution of this Agreement and upon the Company's written request from time to time thereafter, provide the Company with proof thereof;

- (b) on request of the Company, provide a certificate from the Workers Compensation Board confirming that the Contractor's assessments have been paid and the Contractor is in good standing;
- (c) immediately notify the Company of any accident or incident involving the Workers or equipment of the Contractor or any of its permitted subcontractors;
- (d) provide copies of all safety programs and other related documentation that the Contractor is required to prepare under applicable law to the Company; and
- (e) provide copies of training records to the Company evidencing that all of the Workers have received all training required under applicable law.

Notwithstanding the provision of any information or materials to the Company pursuant to this Section 8.9, the Contractor acknowledges and agrees that the Contractor, and not the Company, is responsible for ensuring that the Contractor's programs, reports, records and other information or materials complies with applicable laws.

- 6.10 Prime Contractor. Without limiting the Contractor's obligations under Section 8.9, the Contractor hereby unconditionally agrees to become the "prime contractor" for purposes of the *Workers Compensation Act* in respect of those Operating Areas for which the Contractor is designated as a "prime contractor" under Schedule A hereto or any Addendum hereto during the Term or for so long as that Addendum is in effect, respectively. The Contractor acknowledges that each such Operating Area shall be considered a "workplace" for purposes of the *Workers Compensation Act*. The Contractor represents to the Company that it has reviewed, and is familiar with, the *Workers Compensation Act* and the *Occupational Health and Safety Regulations* made pursuant to that Act and that it is qualified to serve as the "prime contractor" in respect of those Operating Areas.
- 6.11 GST. The Contractor will register as required under the *Excise Tax Act* for the collection and administration of the Goods and Services Tax and will advise the Company of its registration number. The Contractor will immediately advise the Company of any change in the Contractor's status under the *Excise Tax Act*.
- 6.12 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire and final agreement between the parties and supersedes any prior agreement or understanding with respect to its subject matter. Any modification of this Agreement or waiver of its terms must be in writing and signed by the party to be bound. No terms in any purchase order, invoice, proposal or other document issued after the date of this Agreement will modify the terms of this Agreement unless such terms are specifically identified as an amendment to this Agreement and both parties sign the document.
- 6.13 Waiver; Cumulative Remedies. Failure to insist on performance of any provision of this Agreement or to exercise any right or privilege or waiver of any breach will not thereafter waive any other terms, conditions or privileges, whether of the same or similar type. Except as limited herein, all rights, remedies and warranties afforded under this Agreement or at law will be taken and construed as cumulative, that is, in addition to every other right, remedy or warranty provided under this Agreement or by law.
- 6.14 Governing Law; Waiver of Jury Trial. This Agreement and all rights and obligations hereunder will in all respects be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding choice-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods, as amended.
- 6.15 Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be unreasonable, arbitrary, against public policy, or otherwise invalid or unenforceable, then such

provision will be considered divisible so that the court may reduce the scope thereof or otherwise amend or reform the provision in order to make it reasonable, not arbitrary, not against public policy, valid and enforceable. Such reformation will apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made. In any event, any remaining provisions of this Agreement will be severed from such unenforceable terms, and will remain enforceable and in force without impairment.

- 6.16 Attorney Fees. If either party institutes any suit or action to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover the sum of money that the court may adjudge reasonable as attorney fees and costs in the suit or action, including any appeals taken by either party in the suit or action. The prevailing party will be the party that prevails on the issues having the greatest cumulative monetary value.
- 6.17 Press Releases. Neither party shall issue or publish any press release or similar public announcement with respect to this Agreement or the transactions contemplated without all parties' prior written consent; provided, however, that any party may issue or publish any such press release or public announcement if such action is required by law.
- 6.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all together of which shall constitute but a single document.
- 6.19 Survival of Terms. The provisions of Section 5.1 shall survive the expiration or earlier termination of this Agreement.

7. TERMINATION OF LICENSES

- 7.1 License Expiration. If a License expires or is cancelled or surrendered this Agreement may be terminated by either party, to the extent that it relates to that License, without liability to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Company:

Contractor:

LOUISIANA-PACIFIC CANADA LTD.

Golden Fire Jumpers LTD.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

1. Forest Licenses. This Agreement applies to Forest License A17645.
2. Operating Area / Delivery Point(s). The operating area(s) of this Agreement are specific area(s) on FLA17645 that will be identified when Work is assigned to the Contractor, or those parts of Forest License A17645 located within the Golden Timber Supply Area, and related areas, described in the Addendum(s) hereto, if any.
3. Description of Work. The work to be performed by the Contractor under this Agreement is **Fall and Burn of IBM infested Trees**, as assigned to the Contractor by the Company from time to time during the Term, as together with the work described in the Addendum(s) hereto, if any.
4. Amount of Work. Contractor acknowledges that there is no guarantee on the amount of Work, nor does this Agreement provide the Contractor with exclusive rights to the type of Work on Forest License A17645. Contractor acknowledges that the amount of Work may vary and the Company shall have no liability to the Contractor in the event that the actual amount of Work is less than the proposed or estimated amount of Work.
5. Access Roads. Main access roads for Forest License A17645 consist of Bush River-Bush Sullivan FSR, Columbia West FSR, Blaeberry FSR, Beaverfoot FSR, Dogtooth FSR, 12 Mile FSR, Abetibie Craven FSR, Abetibie FSR, Mather FSR, Blaeberry Thompson FSR, Colpits FSR, and numerous side roads are used for accessing specific cutting permits.
6. Rates of Payment. As per rate schedule, agreed upon lump sum, and/or as confirmed in writing in the Addendum(s) hereto, if any, prior to commencement of the Work described in that Addendum.
7. Holdbacks. 3% of all payments, up to a maximum of \$unlimited. Additional holdbacks may be made in accordance with Section 6.5 at the sole discretion of the Company.
8. Insurance.
 - (a) Comprehensive general liability for all damages arising out of any one (1) occurrence in respect of bodily injury or death, property damage and loss of use, and non-owned automobile liability insurance: not less than \$2,000,000.

If the policy is subject to a sublimit for fire fighting expenses: not less than \$1,000,000.
 - (b) Motor Vehicle Insurance for all damages arising out of any one (1) occurrence in respect of bodily injury or death, property damage and loss of use: not less than \$2,000,000.

SCHEDULE B

VEHICLE OPERATION GUIDELINES

Anyone operating a motor vehicle must have a valid driver's licence of the appropriate class rating.

VEHICLE OPERATIONS

Forest roads are subject to continuous changes due to weather, surfacing materials, traffic volume, and traffic flow. All operators are responsible for the safe operations of their vehicles based upon the type of vehicle operation, vehicle condition, equipment and driver ability and road conditions.

Note: The availability of maintenance equipment and timing of maintenance will vary depending upon the location and priority of graders, dozers, and sand trucks, etc.

1. Each operator is responsible to judge whether the road and conditions are safe for the operation of the vehicle and to ensure the vehicle is equipped with appropriate equipment to ensure safe travel.
2. Ensure seatbelts are worn.
3. All traffic must drive on the right side of the road.
4. Do not overdrive the road conditions (associated with level of driver experience and/or safe operation of truck/trailer).
5. Ensure vehicles are equipped with two-way communications with appropriate radio frequencies.
6. Kilometre signs and road names must be used to identify locations. Local names should not be used, as there may be traffic that is not familiar with landmarks.
7. Road frequencies are to be used for traffic control only. If the need arises to chat, pull over into a safe spot and switch frequencies.
8. When the road is busy, traffic should bunch up but maintain safe sight distance out of the dust or blowing snow of the lead vehicles. This will help reduce radio traffic.
9. All vehicles are to be operated and equipped for the appropriate road and traffic conditions.. Always drive according to conditions, particularly hazardous ones such as dust, snow, ice, soft subgrade or areas of high non radio assisted traffic. Expect and prepare for the unexpected – road conditions can change without warning.
10. Loaded vehicle(s) should be given the right of way where conditions permit. ***COMMON SENSE MUST BE USED.*** Empty vehicle(s) must not assume they have safe passage and right-of-way. Empty vehicles use designated pullouts to clear loads and allow time to sit if necessary.
11. Driving lights or headlights must be turned on while travelling at all times, but point them away from oncoming traffic when in a pullout.
12. Vehicles should not be passed if it is unsafe to do so. The vehicle being passed should be contacted and should give clearance to pass.

13. Be careful backing up. If one can't see clearly in the mirror and/or suspect the road conditions are hazardous stop the vehicle in a safe spot, get out of the truck and assess the situation prior to making the final decision to proceed.
14. All vehicles and drivers must comply with provincial and federal laws, Forest Practices Code, Forest and Range Practices Act, industrial transportation, company directives, and WCB acts and regulations.
15. Logging Truck Maintenance: Logging trucks must have valid government truck safety inspections. Valid insurance certificate will be accepted as proof of valid current safety inspection.

UNSAFE ROAD CONDITIONS

In the event that the vehicle operator feels that a particular logging road is unsafe, the following procedure will be followed:

1. A person must not operate a vehicle on section(s) of a road if that person has reasonable cause to believe that to do so would create an undue hazard to health and safety of any person.
2. A person who refuses to operate a vehicle on section(s) of a road pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor, and to the designated Prime Contractor if the safety concern is associated with an area of road within a work place for which LP has designated a Prime Contractor or to LP for section(s) of road not within a work place for which LP has designated a Prime Contractor.
3. Prime Contractor or LP receiving, as applicable, after receiving the report made under subsection (2) must immediately investigate the matter and
 - a) Ensure that any unsafe condition is remedied without delay, or
 - b) If in its opinion the report is not valid, must so inform the person who made the report.
4. If the procedure under subsection (3) does not resolve the matter and the person continues to refuse to operate a vehicle on section(s) of a road, LP or the Prime Contractor, as applicable, must investigate the matter in the presence of the person who made this report and in the presence of
 - a) A member of the joint committee, or
 - b) A person who is selected by the GLTA (if associated with truck hauling activities) representing the person who made the report, or
 - c) If there is no joint committee or the person who made the report was not involved with truck hauling activities, any other reasonably available person selected by the person who made the report, and
 - d) A LP representative.
5. If the investigation under subsection (4) does not resolve the matter and the person continues to refuse to operate a vehicle on section(s) of a road, both LP or the designated Prime Contractor, as applicable, and the person who made the report must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
6. DO NOT operate a vehicle if the vehicle cannot be brought to a safe stop on the road surface and grade given the weather conditions at that time.

RADIO USE GUIDELINES

1. All road systems shall be posted with road names and frequencies at the beginning of the road system - use only those frequencies assigned to an area or road. Switch channels only when you can see the road frequency change sign.
2. LP road channel frequencies should only be used for calling kilometres, emergency use, and for operational related issues.
3. While on active bush roads, all users must continuously monitor the posted radio frequency. Any user that wishes to communicate on another frequency is required to pull over and come to a complete stop.
4. When traveling into the bush (kilometer marker #'s increasing) vehicle operator must call **empty** with road name/kilometre marker calls. When traveling out of the bush (kilometer marker #'s decreasing) the vehicle operator must call **loaded** with road name/kilometre marker calls. Call empty when entering a new road, when there is a posted call sign or when you are unsure of the exact location of oncoming traffic.
5. Location by kilometre and road name is the only method to be used for calling location. Do not use geographical markers or local names for location.
6. Long and wide loads have to be identified when calling kilometres (i.e. "Empty B Road 36km Wide Load).
7. All vehicles should announce any stoppage and the duration, as well as subsequent starts.
8. On road systems that have heavy vehicle use, call road name/kilometer mark at least every second kilometer. To reduce radio congestion, empty vehicles should call kilometres less often and concentrate on pulling off at appropriate turnouts to allow safe passage of loaded traffic.
9. On road systems that have light use, call road name/kilometer (loaded and empty) at least every 5 kilometres and more frequently as road traffic increases.
10. When stopping on, leaving, or re-entering a haul road, advise status and location.
11. Vehicle operators should communicate with oncoming traffic to ensure a safe passage for passing.
12. Loading communications should be carried out on another frequency.
13. Even though the vehicle operator has a radio, the operator has to safely drive the road taking into consideration that not all vehicles have radios (example public use). Use your radio as an aid to prevent accidents, but do not depend on it to save lives- forest roads are radio-assisted not radio controlled, so not all road users have a radio.
14. Observe proper radio use protocol – absolutely no visiting/chatter, vulgar, foul, offensive, or derogatory language or comments will be tolerated at any time on the road channel..

GOLDEN RADIO CHANNELS AND FREQUENCIES

<i>LP Channel</i>	<i>Common Name</i>	<i>Receive</i>	<i>Transmit</i>
1	Selkirk (Truck to Truck Road Channel)	153.230	153.230
2	Kicking Horse (Truck to Truck Road Channel)	153.320	153.320
3	Fish River (Truck to Truck)	153.080	153.080
4	Chaperon Repeater	153.080	153.590
5	Solitude Repeater	151.820	154.055