



Labour and Material Payment Bond

(Trustee Form)

Standard Construction Document
CCDC 222 - 2002

Bond No. 917-100-055

Bond Amount: \$1,736,500.00

DELTA ENGINEERING LTD./CARTER INDUSTRIES LTD. A JOINT VENTURE as Principal, hereinafter called the Principal, and **INTACT INSURANCE COMPANY, 1100-999 WEST HASTINGS, VANCOUVER, BRITISH COLUMBIA V6C 2W2**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **PARSONS CANADA LTD.** as Oblige, hereinafter called the Oblige, in the amount of **ONE MILLION SEVEN HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$1,736,500.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a written contract with the Oblige, dated the 4TH day of SEPTEMBER, 2015, for **GIANT MINE C-SHAFT FRAME STRUCTURE DECONSTRUCTION - YELLOWKNIFE, NT - REMOVAL OF DUST WITH ARSENIC TRACES, WOOD WITH LEAD PAINT AND ASBESTOS. REMOVAL OF STEEL POSTS USING CRANE, REMOVAL OF WOOD PORTIONS OF HEAD FRAME. SEAL MINE SHAFT**, in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given:



Performance Bond

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CCDC 221 - 2002

Bond No. 917-100-055

Bond Amount: \$1,736,500.00

DELTA ENGINEERING LTD./CARTER INDUSTRIES LTD. A JOINT VENTURE as Principal, hereinafter called the Principal, and INTACT INSURANCE COMPANY, 1100-999 WEST HASTINGS, VANCOUVER, BRITISH COLUMBIA V6C 2W2, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, hereinafter called the Surety, are held and firmly bound unto PARSONS CANADA LTD. as Oblige, hereinafter called the Oblige, in the amount of ONE MILLION SEVEN HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$1,736,500.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a written contract with the Oblige, dated the 4TH day of SEPTEMBER, 2015, for GIANT MINE C-SHAFT FRAME STRUCTURE DECONSTRUCTION - YELLOWKNIFE, NT - REMOVAL OF DUST WITH ARSENIC TRACES, WOOD WITH LEAD PAINT AND ASBESTOS. REMOVAL OF STEEL POSTS USING CRANE, REMOVAL OF WOOD PORTIONS OF HEAD FRAME. SEAL MINE SHAFT, hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Oblige for completing the Contract in accordance with its terms and conditions and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Oblige as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Oblige to the Principal under the Contract, less the amount properly paid by the Oblige to the Principal, or;
- 4) pay the Oblige the lesser of 1) the Bond Amount or 2) the Oblige's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of 1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or 2) the date on which the Principal is declared in default by the Oblige.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 21ST day of SEPTEMBER, 2015.

SIGNED AND SEALED in the presence of:

DELTA ENGINEERING LTD./CARTER INDUSTRIES LTD.
A JOINT VENTURE

Principal

INTACT INSURANCE COMPANY



WILLIAM B. CHRISTOPHERSON, Attorney-in-fact