

SCHEDULE 12

DESIGN AND CONSTRUCTION SUBCONTRACTOR DIRECT AGREEMENT

THIS AGREEMENT is made as of the ■ day of ■, 20■

BETWEEN:

CITY OF REGINA
(the "City")

AND:

PCL REGINA STADIUM 2014 LTD.
(“Project Co”)

AND:

PCL CONSTRUCTION MANAGEMENT INC.
(the “Design and Construction Subcontractor”)

AND:

PCL CONSTRUCTION GROUP INC.
(the “Design and Construction Subcontractor Guarantor”)

WHEREAS:

- A. The City and Project Co have entered into the DBF Agreement, which requires Project Co to enter into, and to cause the Design and Construction Subcontractor and the Design and Construction Subcontractor Guarantor to enter into, this Design and Construction Subcontractor Direct Agreement with the City.
- B. Pursuant to the DBF Agreement, Project Co is required to correct and make good all Construction Defects, Equipment Defects and any Construction Latent Defects, in the manner and time periods as set out therein.
- C. As a criteria for Project Co to achieve Substantial Completion, and for the City to secure the continuing effect of Project Co’s Warranty Work obligations, Project Co is required to enter into this Design and Construction Subcontractor Direct Agreement with the City.
- D. The Design and Construction Subcontractor and the Design and Construction Subcontractor Guarantor have agreed to undertake, warrant, certify, assume, correct and make good all of the Warranty Work obligations contained in the DBF Agreement if Project Co fails to fulfil any of its obligations relating thereto.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

In this Design and Construction Subcontractor Direct Agreement, unless the context indicates a contrary intention, terms which are defined in the DBF Agreement (and not otherwise defined in this this Design and Construction Subcontractor Direct Agreement) shall have meanings given to them in the DBF Agreement and the following terms shall have the following meanings:

- (a) **“Business Day”** has the meaning given in the DBF Agreement.
- (b) **“City”** means The City of Regina, a city continued pursuant to *The Cities Act* (Saskatchewan) and located in Saskatchewan, Canada.
- (c) **“DBF Agreement”** means the project agreement made on or about May 7, 2014 between the City and Project Co.
- (d) **“Default Notice”** has the meaning given in Section 6(a).
- (e) **“Design and Construction Contract”** has the meaning given in the DBF Agreement.
- (f) **“Design and Construction Subcontractor”** means PCL Construction Management Inc.
- (g) **“Design and Construction Subcontractor Guarantor”** means PCL Construction Group Inc.
- (h) **“Direct Lender Agreement”** has the meaning given in the DBF Agreement.
- (i) **“Governmental Authority”** has the meaning given in the DBF Agreement.
- (j) **“Lender”** has the meaning given in the DBF Agreement.
- (k) **“Party”** means the City, the Design and Construction Subcontractor, the Design and Construction Subcontractor Guarantor or Project Co, and **“Parties”** means the City, the Design and Construction Subcontractor, the Design and Construction Subcontractor Guarantor and Project Co.
- (l) **“Project”** has the meaning given in the DBF Agreement.
- (m) **“Project Co”** means PCL Regina Stadium 2014 Ltd.
- (n) **“Step-In Notice”** has the meaning given in Section 7(a).
- (o) **“Substitute”** has the meaning given in Section 7(a).

- (p) “Works” has the meaning given in the DBF Agreement.

2. INTERPRETATION

This Design and Construction Subcontractor Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Design and Construction Subcontractor Direct Agreement are for convenience of reference only, shall not constitute a part of this Design and Construction Subcontractor Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Design and Construction Subcontractor Direct Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Design and Construction Subcontractor Direct Agreement and the terms “Section” and “Clause” are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, limited liability company, joint stock company, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Design and Construction Subcontractor Direct Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Design and Construction Subcontractor Direct Agreement shall bear their natural meaning.
- (g) References containing terms such as:
- (i) “hereof”, “herein”, “hereto”, “hereinafter”, and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Design and Construction Subcontractor Direct Agreement taken as a whole; and

- (ii) “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- (h) In construing this Design and Construction Subcontractor Direct Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach to the construction of this Design and Construction Subcontractor Direct Agreement and, accordingly, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (i) Where this Design and Construction Subcontractor Direct Agreement states that an obligation shall be performed “no later than” or “within” or “by” a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Design and Construction Subcontractor Direct Agreement states that an obligation shall be performed “on” a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in Regina, Saskatchewan.
- (l) Unless otherwise indicated, time periods will be strictly construed.
- (m) Whenever the terms “will” or “shall” are used in this Design and Construction Subcontractor Direct Agreement they shall be construed and interpreted as synonymous and to read “shall”.

3. CONFLICT IN DOCUMENTS

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this Design and Construction Subcontractor Direct Agreement, the DBF Agreement and the Design and Construction Contract, this Design and Construction Subcontractor Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this Design and Construction Subcontractor Direct Agreement and the Direct Lender Agreement, the Direct Lender Agreement shall prevail.

4. AGREEMENTS

- (a) Project Co and the Design and Construction Subcontractor shall not amend, modify, or depart from the terms of the Design and Construction Contract without the prior written consent of the City, acting reasonably, which consent shall not be withheld or delayed where such amendment, modification or departure does not materially and adversely affect the ability of Project Co to perform its obligations under this Design and Construction Subcontractor Direct Agreement and does not have the effect of increasing any liability of the City, whether actual or potential. Project Co and the Design and Construction Subcontractor shall provide to the City a written copy of all such amendments, modifications or departures. The Parties acknowledge and agree that this Section 4(a) shall not apply to Change Orders provided for under the DBF Agreement.
- (b) Each of the Parties acknowledges having received a copy of the DBF Agreement and the Design and Construction Contract.
- (c) If the Design and Construction Subcontractor gives Project Co any notice of any default(s) under the Design and Construction Contract that may give the Design and Construction Subcontractor a right to terminate the Design and Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Design and Construction Subcontractor's performance thereunder, then the Design and Construction Subcontractor shall concurrently provide the City with a copy of such notice and set out in reasonable detail the default(s).

5. WARRANTY WORK AND CONSTRUCTION LATENT DEFECTS OBLIGATIONS

The Design and Construction Subcontractor and the Design and Construction Subcontractor Guarantor hereby confirm and agree that, following Substantial Completion, all of the liabilities and obligations of Project Co owing to the City in connection with any Warranty Work or any Construction Latent Defects, as described and set out in the DBF Agreement, shall be assumed by the Design and Construction Subcontractor and the Design and Subcontractor Guarantor and such liabilities and obligations shall be owed by the Design and Construction Subcontractor and the Design and Construction Subcontractor Guarantor, jointly and severally, to the City.

6. NO TERMINATION BY DESIGN AND CONSTRUCTION CONTRACTOR WITHOUT DEFAULT NOTICE

The Design and Construction Subcontractor shall not exercise any right it may have to terminate the Design and Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Design and Construction Subcontractor's performance thereunder unless:

- (a) the Design and Construction Subcontractor first delivers a written notice (a "**Default Notice**") to the City setting out in reasonable detail the default(s) on which the Design and Construction Subcontractor intends to rely in terminating the Design and

Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Design and Construction Subcontractor's performance thereunder; and

- (b) within a period of 5 Business Days of the City receiving the Default Notice:
 - (i) the default(s) on which the Design and Construction Subcontractor intends to rely in terminating the Design and Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Design and Construction Subcontractor's performance thereunder have not been remedied; and
 - (ii) the Design and Construction Subcontractor has not received a Step-In Notice from the City,

provided that if, within such period of 5 Business Days, the City agrees to pay the Design and Construction Subcontractor's reasonable costs of continued performance, such period of 5 Business Days shall be extended to 45 days.

7. STEP-IN RIGHTS

- (a) The City may at any time:
 - (i) within 5 Business Days or, if such period has been extended in accordance with Section 5, 45 days of the City receiving a Default Notice; or
 - (ii) if the City has not received a Default Notice and if the City's right to terminate the DBF Agreement has arisen and is continuing,

deliver a notice (a "**Step In Notice**") electing to replace Project Co under the Design and Construction Contract either with the City or a third party designated by the City in the Step-In Notice (the "**Substitute**"), provided that the City can demonstrate to the Design and Construction Subcontractor, acting reasonably, that the Substitute shall have sufficient financial resources, or shall be supported by a satisfactory guarantee, to carry out the obligations of the Substitute under the Design and Construction Contract.

- (b) Subject to Section 7(d), upon receipt by the Design and Construction Subcontractor of a Step In Notice:
 - (i) Project Co and the Design and Construction Subcontractor will be deemed to be released from their existing and future obligations under the Design and Construction Contract to each other (except with respect to any and all indemnities from Project Co or the Design and Construction Subcontractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the City or the Substitute, as applicable, and the Design and Construction Subcontractor will be deemed to assume those same existing and future obligations towards each other (except in respect of the aforesaid indemnities);

- (ii) the existing and future rights of Project Co against the Design and Construction Subcontractor under the Design and Construction Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the Design and Construction Subcontractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the City or the Substitute, as applicable, and the Design and Construction Subcontractor will be deemed to acquire those same existing and future rights against each other (except in respect of the aforesaid indemnities), subject to any applicable credit from the Design and Construction Subcontractor to the City if the City pays for the Design and Construction Subcontractor's reasonable costs of continued performance pursuant to Section 5;
 - (iii) any guarantee, bond or covenant in favour of Project Co from any third party in respect of any term, provision, condition, obligation, undertaking or agreement on the part of the Design and Construction Subcontractor to be performed, observed or carried out by the Design and Construction Subcontractor as contained in, referred to, or inferred from the Design and Construction Contract shall be assigned, novated or granted, as required by the City or the Substitute, as applicable, each acting reasonably, to the City or the Substitute, as applicable, and the Design and Construction Subcontractor shall cause such assignment, novation or grant on substantially the same terms and conditions as the original guarantee, bond or covenant, provided however that where Project Co shall continue to hold, or shall continue to be entitled to or have rights under, such guarantee, bond or covenant as security for any obligations of the Design and Construction Subcontractor, the assignment, novation or grant of the guarantee, bond or covenant to the extent of any such obligations to Project Co shall be conditional on the satisfaction of those obligations to Project Co; and
 - (iv) at the City's request, the Design and Construction Subcontractor shall enter into, and shall cause the Design and Construction Subcontractor Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 7(b)(iii) to enter into, and the City shall or shall cause the Substitute to enter into, as applicable, all such agreements or other documents as reasonably necessary to give effect to the foregoing, including, without limitation, an agreement between the City or the Substitute, as applicable, and the Design and Construction Subcontractor, acceptable to the City and the Design and Construction Subcontractor, each acting reasonably, on substantially the same terms as the Design and Construction Contract.
- (c) Subject to Section 7(d), Project Co shall, at its own cost, cooperate fully with the City and the Substitute in order to achieve a smooth transfer of the Design and Construction Contract to the City or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the Design and Construction Contract, ongoing supervisory activities and scheduling.

- (d) The rights granted by Sections 7(b) and 7(c) shall be of no force or effect if, at any time the Design and Construction Subcontractor receives a Step-In Notice, the Design and Construction Subcontractor has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the Design and Construction Contract that it is or has validly exercised those step-in rights. If the Design and Construction Subcontractor receives any such notice on the same day as a Step-In Notice, the Step-In Notice shall be effective, except where the other notice is given by the Lenders, in which case such other notice and not the Step-In Notice shall be effective.
- (e) If the City gives a Step-In Notice within the time provided hereunder at any time after the Design and Construction Subcontractor has terminated the Design and Construction Contract or treated it as having been repudiated by Project Co or discontinued the Design and Construction Subcontractor's performance thereunder in accordance with the terms of this Design and Construction Subcontractor Direct Agreement, the Design and Construction Subcontractor agrees that the Design and Construction Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and the City shall pay the Design and Construction Subcontractor's reasonable costs for re-commencing the obligations it has under the Design and Construction Contract and the Design and Construction Subcontractor shall be entitled to reasonable compensation and/or relief for re-commencing such obligations, having regard to the additional costs and delays incurred as a result of having terminated the Design and Construction Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

8. DESIGN AND CONSTRUCTION SUBCONTRACTOR LIABILITY

- (a) The liability of the Design and Construction Subcontractor hereunder shall not be modified, released, diminished or in any way affected by:
 - (i) any independent inspection, investigation or enquiry into any matter which may be made or carried out by or for the City, or by any failure or omission to carry out any such inspection, investigation or enquiry; or
 - (ii) the appointment by the City of any other person to review the progress of or otherwise report to the City in respect of the Project, or by any action or omission of such person whether or not such action or omission might give rise to any independent liability of such person to the City,

provided always that nothing in this Section 8 shall modify or affect any rights which the Design and Construction Subcontractor might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event the City delivers a Step-In Notice, the Design and Construction Subcontractor shall have no greater liability to the City or any Substitute than it would have had to Project Co under the Design and Construction Contract, and the Design and

Construction Subcontractor shall be entitled in any proceedings by the City or any Substitute to rely on any liability limitations in the Design and Construction Contract.

9. PROJECT CO AS PARTY

Project Co acknowledges and agrees that the Design and Construction Subcontractor shall not be in breach of the Design and Construction Contract by complying with its obligations hereunder.

10. DESIGN AND CONSTRUCTION SUBCONTRACTOR GUARANTOR AS PARTY

The Design and Construction Subcontractor Guarantor agrees with the City that the Design and Construction Subcontractor Guarantor has entered into a guarantee or covenant referred to in Section 7(b)(iii) and hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the Design and Construction Subcontractor of a Step-In Notice and without the requirement of any further action on the part of the City, and agrees that the Design and Construction Subcontractor Guarantor shall in accordance with Section 7 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing.

11. ASSIGNMENT

- (a) Project Co shall not, without the prior written consent of the City, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Design and Construction Subcontractor Direct Agreement except to the extent entitled to do so under the DBF Agreement.
- (b) The City may assign or otherwise dispose of the benefit of the whole or part of this Design and Construction Subcontractor Direct Agreement to any person to whom the City may assign or otherwise dispose of its interest in the DBF Agreement pursuant to Section 23.4 of the DBF Agreement but only in conjunction therewith, and shall provide written notice to Project Co and the Design and Construction Subcontractor of such assignment or disposition.
- (c) The Design and Construction Subcontractor shall not, without the prior written consent of the City and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Design and Construction Subcontractor Direct Agreement except as may be permitted under the Design and Construction Contract.

12. NOTICES

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Design and Construction Subcontractor Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Design and

Construction Subcontractor Direct Agreement) and served by sending the same by registered mail, fax transmission or by hand, as follows:

If to the City:

City of Regina
2476 Victoria Avenue
P.O. Box 1790
Regina, Saskatchewan
S4P 3C8

Attention: 

If to Project Co:

PCL Regina Stadium 2014 Ltd.


If to the Design and Construction Subcontractor:

PCL Construction Management Inc.


If to the Design and Construction Subcontractor Guarantor:

PCL Construction Group Inc.


- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For

greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 12(b).

- (c) Any Party to this Design and Construction Subcontractor Direct Agreement may, from time to time, change any of its contact information set forth in Section 12(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 12(e), 12(f) and 12(g):
 - (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a notice given by fax shall be deemed to have been received on the day it is transmitted.
- (e) If the Party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 12.
- (f) If any notice delivered by hand or transmitted by fax is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A notice given by fax shall be deemed to have been received by the recipient on the day it is transmitted only if a fax with electronic confirmation of receipt indicates that the transmission of such notice was successful.

13. AMENDMENTS

This Design and Construction Subcontractor Direct Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Design and Construction Subcontractor Direct Agreement.

14. WAIVER

- (a) No waiver made or given by a Party under or in connection with this Design and Construction Subcontractor Direct Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such

waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.

- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

15. RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors. This Design and Construction Subcontractor Direct Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, employer and employee, master and servant, or, except as provided in this Design and Construction Subcontractor Direct Agreement, of principal and agent.

16. ENTIRE AGREEMENT

Except where provided otherwise in this Design and Construction Subcontractor Direct Agreement, this Design and Construction Subcontractor Direct Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Design and Construction Subcontractor Direct Agreement.

17. SEVERABILITY

Each provision of this Design and Construction Subcontractor Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Design and Construction Subcontractor Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Design and Construction Subcontractor Direct Agreement. If any such provision of this Design and Construction Subcontractor Direct Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Design and Construction Subcontractor Direct Agreement as near as possible to its original intent and effect.

18. ENUREMENT

This Design and Construction Subcontractor Direct Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

19. GOVERNING LAW AND JURISDICTION

- (a) This Design and Construction Subcontractor Direct Agreement shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein and shall be treated in all respects as a Saskatchewan contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Design and Construction Subcontractor Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

20. FURTHER ASSURANCE

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Design and Construction Subcontractor Direct Agreement.

21. LANGUAGE OF AGREEMENT

Each Party acknowledges having requested and being satisfied that this Design and Construction Subcontractor Direct Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en declare satisfaite.

22. COUNTERPARTS

This Design and Construction Subcontractor Direct Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Design and Construction Subcontractor Direct Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Design and Construction Subcontractor Direct Agreement as of the date first above written.

CITY OF REGINA

Per:

Name:

Title:

Per:

Name:

Title:

PCL REGINA STADIUM 2014 LTD.

Per:

Name: _____
Title: _____

**PCL CONSTRUCTION MANAGEMENT
INC.**

Per:

Name: _____
Title: _____

Per:

Name: _____
Title: _____

PCL CONSTRUCTION GROUP INC.

Per:

Name: _____
Title: _____

Per:

Name: _____
Title: _____