

**SCHEDULE 5-1**

**CONSTRUCTION CONTRACTOR'S DIRECT AGREEMENT**

**THIS AGREEMENT** is made as of the <\*> day of <\*>, 2015

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN** as represented by the Minister of Highways and Infrastructure

(the “**Ministry**”)

- AND -

**SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP**, by its general partner, SGTP Highway Bypass GP Inc.

(“**Project Co**”)

- AND -

**REGINA BYPASS DESIGN BUILDERS**, an unincorporated joint venture consisting of **CARMACKS ENTERPRISES LTD.**, a corporation incorporated under the laws of Alberta, **PARSONS CANADA LTD.**, a corporation incorporated under the laws of Canada, **GRAHAM INFRASTRUCTURE LP**, a limited partnership formed under the laws of Manitoba, by its general partner, **GRAHAM INFRASTRUCTURE LTD.**, and **VINCI INFRASTRUCTURE CANADA LIMITED**, a corporation incorporated under the laws of British Columbia.

(each a “**Construction Contractor Member**”, and collectively, on a joint and several basis, the “**Construction Contractor**”)

- AND -

**EUROVIA (SAS)**, a corporation incorporated under the laws of France, **GRAHAM BUSINESS TRUST**, by its trustee, **GBT Trustee Corp.**, a trust created under the laws of Alberta, **PARSONS CORPORATION**, a corporation incorporated under the laws of Delaware, and **VINCI CONSTRUCTION S.A.S.**, a corporation incorporated under the laws of France.

(each a “**Construction Guarantor**”)

**WHEREAS:**

- A. The Ministry and Project Co have entered into the Project Agreement, which requires Project Co to enter into, and to cause the Construction Contractor and the Construction Guarantor to enter into, this Construction Contractor's Direct Agreement with the Ministry.
- B. Project Co and the Construction Contractor have entered into the Construction Contract, which requires the Construction Contractor and the Construction Guarantor to enter into this Construction Contractor's Direct Agreement with the Ministry.

**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 Construction Contractor's Direct Agreement, unless the context otherwise requires:

- (a) **"Business Day"** has the meaning given in the Project Agreement.
- (b) **"Construction Contract"** has the meaning given in the Project Agreement.
- (c) **"Construction Contractor"** means REGINA BYPASS DESIGN BUILDERS, an unincorporated joint venture consisting of CARMACKS ENTERPRISES LTD., a corporation incorporated under the laws of Alberta, PARSONS CANADA LTD., a corporation incorporated under the laws of Canada, GRAHAM INFRASTRUCTURE LP, a limited partnership formed under the laws of Manitoba, by its general partner, GRAHAM INFRASTRUCTURE LTD., and VINCI INFRASTRUCTURE CANADA LIMITED, a corporation incorporated under the laws of British Columbia.
- (d) **"Construction Guarantor"** means each of EUROVIA (SAS), a corporation incorporated under the laws of France, GRAHAM BUSINESS TRUST, a trust created under the laws of Alberta, PARSONS CORPORATION, a corporation incorporated under the laws of Delaware, and VINCI CONSTRUCTION S.A.S, a corporation incorporated under the laws of France.
- (e) **"Default Notice"** has the meaning given in Section 5(a).
- (f) **"Governmental Authority"** has the meaning given in the Project Agreement.
- (g) **"Lenders"** has the meaning given in the Project Agreement.
- (h) **"Lenders' Direct Agreement"** has the meaning given in the Project Agreement.
- (i) **"Party"** means the Ministry, the Construction Contractor, the Construction Guarantor or Project Co, and **"Parties"** means the Ministry, the Construction Contractor, the Construction Guarantor and Project Co.
- (j) **"Project"** has the meaning given in the Project Agreement.

- (k) “**Project Agreement**” means the project agreement made on or about <\*>, 2015 between the Ministry and Project Co.
- (l) “**Project Co**” means SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP, a limited partnership existing under the laws of Saskatchewan, by its general partner, SGTP Highway Bypass GP Inc.
- (m) “**Step-In Notice**” has the meaning given in Section 6(a).
- (n) “**Substitute**” has the meaning given in Section 6(a).

## 2. INTERPRETATION

This Construction Contractor’s Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Construction Contractor’s Direct Agreement are for convenience of reference only, shall not constitute a part of this Construction Contractor’s Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Construction Contractor’s 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 Construction Contractor’s 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, 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s 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 Construction Contractor’s Direct Agreement, the Project Agreement and the Construction Contract, this Construction Contractor’s Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this Construction Contractor’s Direct Agreement and the Lenders’ Direct Agreement, the Lenders’ Direct Agreement shall prevail.

### 4. AGREEMENTS

- (a) Project Co and the Construction Contractor shall not amend, modify, or depart from the terms of the Construction Contract without the prior written consent of the Ministry, acting reasonably, which consent shall not be withheld and shall be provided within a

reasonable time, where such amendment, modification or departure will not materially adversely affect the ability of Project Co to perform its obligations under this Construction Contractor's Direct Agreement and will not have the effect of increasing any liability of the Ministry, whether actual or potential. Project Co and the Construction Contractor shall provide to the Ministry a written copy of all such amendments, modifications or departures. The Parties acknowledge and agree that this Section 4(a) shall not apply to Variations provided for under the Project Agreement.

- (b) Each of the Parties acknowledges having received a copy of the Project Agreement and the Construction Contract.
- (c) If the Construction Contractor gives Project Co any notice of any default(s) under the Construction Contract that may give the Construction Contractor a right to terminate the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder, then the Construction Contractor shall concurrently provide the Ministry with a copy of such notice and set out in reasonable detail the default(s).

#### **5. NO TERMINATION BY CONSTRUCTION CONTRACTOR WITHOUT DEFAULT NOTICE**

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

- (a) the Construction Contractor first delivers a written notice (a "**Default Notice**") to the Ministry setting out in reasonable detail the default(s) on which the Construction Contractor intends to rely in terminating the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder; and
- (b) within a period of 5 Business Days of the Ministry receiving the Default Notice:
  - (i) the default(s) on which the Construction Contractor intends to rely in terminating the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder have not been remedied; and
  - (ii) the Construction Contractor has not received a Step-In Notice from the Ministry,

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

#### **6. STEP-IN RIGHTS**

- (a) The Ministry 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 Ministry receiving a Default Notice; or

- (ii) if the Ministry has not received a Default Notice and if the Ministry's right to terminate the Project Agreement has arisen and is continuing,

deliver a notice (a "**Step-In Notice**") electing to replace Project Co under the Construction Contract either with the Ministry or a third party designated by the Ministry in the Step-In Notice (the "**Substitute**"), provided that the Ministry can demonstrate to the Construction Contractor, 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 Construction Contract.

- (b) Subject to Section 6(d), upon receipt by the Construction Contractor of a Step-In Notice:
  - (i) Project Co and the Construction Contractor will be deemed to be released from their existing and future obligations under the Construction Contract to each other (except with respect to any and all indemnities from Project Co or the Construction Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the Construction Contractor 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 Construction Contractor under the Construction Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the Construction Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the Construction Contractor 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 Construction Contractor to the Ministry if the Ministry pays for the Construction Contractor'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 Construction Contractor to be performed, observed or carried out by the Construction Contractor as contained in, referred to, or inferred from the Construction Contract shall be assigned, novated or granted, as required by the Ministry or the Substitute, as applicable, each acting reasonably, to the Ministry or the Substitute, as applicable, and the Construction Contractor 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 Construction Contractor, 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 Ministry's request, the Construction Contractor shall enter into, and shall cause the Construction Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 6(b)(iii) to enter into, and the Ministry 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 Ministry or the Substitute, as applicable, and the Construction Contractor, acceptable to the Ministry and the Construction Contractor, each acting reasonably, on substantially the same terms as the Construction Contract.

- (c) Subject to Section 6(d), Project Co shall, at its own cost, cooperate fully with the Ministry and the Substitute in order to achieve a smooth transfer of the Construction Contract to the Ministry or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the Construction Contract, ongoing supervisory activities and scheduling.
- (d) The rights granted by Sections 6(b) and 6(c) shall be of no force or effect if, at any time the Construction Contractor receives a Step-In Notice, the Construction Contractor has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the Construction Contract that it is or has validly exercised those step-in rights. If the Construction Contractor 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 Ministry gives a Step-In Notice within the time provided hereunder at any time after the Construction Contractor has terminated the Construction Contract or treated it as having been repudiated by Project Co or discontinued the Construction Contractor's performance thereunder in accordance with the terms of this Construction Contractor's Direct Agreement, the Construction Contractor agrees that the Construction Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and the Ministry shall pay the Construction Contractor's reasonable costs for re-commencing the obligations it has under the Construction Contract and the Construction Contractor 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 Construction Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

## 7. CONSTRUCTION CONTRACTOR LIABILITY

- (a) The liability of the Construction Contractor 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 Ministry, or by any failure or omission to carry out any such inspection, investigation or enquiry; or
  - (ii) the appointment by the Ministry of any other person to review the progress of or otherwise report to the Ministry 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 Ministry,

provided always that nothing in this Section 7 shall modify or affect any rights which the Construction Contractor might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event the Ministry delivers a Step-In Notice, the Construction Contractor shall have no greater liability to the Ministry or any Substitute than it would have had to Project Co under the Construction Contract, and the Construction Contractor shall be entitled in any proceedings by the Ministry or any Substitute to rely on any liability limitations in the Construction Contract.

**8. PROJECT CO AS PARTY**

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

**9. CONSTRUCTION GUARANTOR AS PARTY**

The Construction Guarantor agrees with the Ministry that the Construction Guarantor has entered into a guarantee or covenant referred to in Section 6(b)(iii), hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the Construction Contractor of a Step-In Notice and without the requirement of any further action on the part of the Ministry, and agrees that the Construction Guarantor shall in accordance with Section 6 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing. The Construction Guarantor enters into this Construction Contractor's Direct Agreement solely for the purposes of this Section 9.

**10. ASSIGNMENT**

- (a) Project Co shall not, without the prior written consent of the Ministry, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Construction Contractor's Direct Agreement except to the extent entitled to do so under the Project Agreement.
- (b) The Ministry may assign or otherwise dispose of the benefit of the whole or part of this Construction Contractor's Direct Agreement to any person to whom the Ministry may assign or otherwise dispose of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement but only in conjunction therewith, and shall provide written notice to Project Co and the Construction Contractor of such assignment or disposition.
- (c) The Construction Contractor shall not, without the prior written consent of the Ministry and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Construction Contractor's Direct Agreement except as may be permitted under the Construction Contract.

**11. NOTICES**

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Construction Contractor's Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is

specifically required by the applicable provision of this Construction Contractor’s Direct Agreement) and served by sending the same by registered mail, electronic transmission or by hand as follows:

If to the Ministry:

Ministry of Highways and Infrastructure  
Victoria Tower  
1200 – 1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: [zvjezdan.lazic@gov.sk.ca](mailto:zvjezdan.lazic@gov.sk.ca)  
Fax: 306-933-5188  
Attn.: Zev Lazic - Executive Director, Major Projects

With a copy to:

SaskBuilds Corporation  
720-1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: [Miguel.morrisette@gov.sk.ca](mailto:Miguel.morrisette@gov.sk.ca)  
Fax: 306-798-0626  
Attn.: Miguel Morrisette, Project Director

If to Project Co:

SGTP Highway Bypass Limited Partnership  
1903 E Turvey Road  
Regina, SK S4N 3A4

E-mail:  
Fax number:  
Attn.:

If to the Construction Contractor:

Regina Bypass Design Builders  
701 – 25th Avenue  
Nisku, AB T9E 0C1

E-mail:  
Fax:  
Attn.:

With a copy to:  
Carmacks Enterprises Ltd.  
701 – 25th Avenue  
Nisku, AB T9E 0C1

E-mail:  
Fax:

Attn.:

With a copy to:  
Graham Infrastructure LP  
10840 27th Street SE  
Calgary, AB T2Z 3R6

E-mail:  
Fax:  
Attn.: General Counsel

With a copy to:  
Graham Infrastructure LP  
10840 27th Street SE  
Calgary, AB T2Z 3R6

E-mail:  
Fax:  
Attn.: , Chairman & CEO

With a copy to:  
Parsons Canada Ltd.  
100 M. Street, SW, Suite 1200  
Washington, DC 20003-3520

E-mail:  
Fax:  
Attn.:

With a copy to:  
Parsons Corporation  
625 Cochrane Drive, Ste. 500  
Markham, Ontario L3R 9R9

E-mail:  
Fax:  
Attn.:

With a copy to:  
VINCI Infrastructure Canada Limited c/o Clark  
Wilson LLP  
900-885 West Georgia Street  
Vancouver, BC V6C 3H1

E-mail:  
Fax:  
Attn.:

With a copy to:  
VINCI Construction Terrassement  
61, Avenue Jules Quentin  
92 000 NANTERRE

E-mail:

Fax:  
Attn.:

If to the Construction Guarantor:

Eurovia (SAS)  
18 Place de l'Europe  
92500 Rueil-Malmaison  
Nanterre, France

Email:  
Fax:  
Attn: President

Parsons Corporation  
625 Cochrane Drive, Ste. 500  
Markham, Ontario L3R 9R9

Email:  
Fax:  
Attn.:

Graham Business Trust  
10840 27th Street SE  
Calgary, AB T2Z 3R6

Email:  
Fax:  
Attn.: , General Counsel

VINCI Construction S.A.S.  
5 Cours Ferdinand de Lesseps  
92500 Rueil-Malmaison  
Nanterre, France

Email:  
Fax:  
Attn.:

- (b) Where any notice is provided or submitted to a Party via electronic transmission, an original of the notice sent via electronic transmission shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via electronic transmission shall not be invalid by reason only of a Party's failure to comply with this Section 11(b).
- (c) Any Party to this Construction Contractor's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11(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 11(e) and 11(f):
  - (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 electronic transmission shall be deemed to have been received on the day it is transmitted by electronic transmission.
- (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 electronic transmission in accordance with this Section 11.
- (f) If any notice delivered by hand or transmitted by electronic transmission 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.

## **12. AMENDMENTS**

This Construction Contractor's 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 Construction Contractor's Direct Agreement.

## **13. WAIVER**

- (a) No waiver made or given by a Party under or in connection with this Construction Contractor's 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.

**14. RELATIONSHIP BETWEEN THE PARTIES**

The Parties are independent contractors. This Construction Contractor's 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 Construction Contractor's Direct Agreement, of principal and agent.

**15. ENTIRE AGREEMENT**

Except where provided otherwise in this Construction Contractor's Direct Agreement, this Construction Contractor's 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 Construction Contractor's Direct Agreement.

**16. SEVERABILITY**

Each provision of this Construction Contractor's Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Construction Contractor's 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 Construction Contractor's Direct Agreement. If any such provision of this Construction Contractor's 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 Construction Contractor's Direct Agreement as near as possible to its original intent and effect.

**17. ENUREMENT**

This Construction Contractor's 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.

**18. GOVERNING LAW AND JURISDICTION**

- (a) This Construction Contractor's 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 an 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 Construction Contractor's Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

- (c) Nothing in this Construction Contractor’s Direct Agreement affects the rights, protections and immunities of the Crown under *The Proceedings Against the Crown Act* (Saskatchewan).

**19. MINISTRY DESIGNATE**

At any time and from time to time, the Ministry may designate any ministry, branch, agency, division, department or office of the Government of Saskatchewan to carry out administrative responsibility for the rights and obligations of the Ministry under this Construction Contractor’s Direct Agreement and Project Co, the Construction Contractor and the Construction Guarantor may deal exclusively with the designated person in respect of all such matters and is entitled to rely on the actions, directions, requests, notices, consents, approvals, waivers, comments relating to the review of documentation and other administrative matters and decisions determined by such designated person from time to time, until the Ministry has notified Project Co, the Construction Contractor and the Construction Guarantor in writing that such designated person is no longer the person designated by the Ministry hereunder and such notice shall have effect on the later of the date of delivery of such notice and the date specified in the written notice. The Ministry shall advise Project Co, the Construction Contractor and the Construction Guarantor in writing of any designation hereunder. The rights and obligations of the parties to this Construction Contractor’s Direct Agreement shall be in no way affected by reason of any such designation. Project Co, the Construction Contractor and the Construction Guarantor acknowledge the right of the Ministry to delegate administrative responsibilities hereunder as set forth in this Section 19.

**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 Construction Contractor’s Direct Agreement.

**21. LANGUAGE OF AGREEMENT**

Each Party acknowledges having requested and being satisfied that this Construction Contractor’s 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 Construction Contractor’s 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, faxed or electronic form provided that any Party providing its signature in faxed or electronic form shall promptly forward to such Party an original signed copy of this Construction Contractor’s Direct Agreement which was so faxed or electronically transmitted.

*[SIGNATURE PAGES IMMEDIATELY FOLLOW]*

IN WITNESS WHEREOF the Parties have executed this Construction Contractor’s Direct Agreement as of the date first above written.

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN** as represented by the Minister of Highways and Infrastructure

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP**, by its general partner, **SGTP Highway Bypass GP Inc.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**CARMACKS ENTERPRISES LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**GRAHAM INFRASTRUCTURE LP, by its  
general partner, Graham Infrastructure Ltd.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**PARSONS CANADA LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**VINCI INFRASTRUCTURE CANADA  
LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**EUROVIA (SAS)**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**GRAHAM BUSINESS TRUST, by its trustee,  
GBT Trustee Corp.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**PARSONS CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**VINCI CONSTRUCTION S.A.S.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**SCHEDULE 5-2**

**O&M PROVIDER’S DIRECT AGREEMENT**

**THIS AGREEMENT** is made as of the <\*> day of <\*>, 2015

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN** as represented by the Minister of Highways and Infrastructure

(the “**Ministry**”)

- AND -

**SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP**, by its general partner, SGTP Highway Bypass GP Inc.

(“**Project Co**”)

- AND -

**SCH Maintenance Services Ltd.**, a corporation incorporated under the laws of Saskatchewan

(the “**O&M Provider**”)

**VINCI Concessions, S.A.S.**, a corporation incorporated under the laws of France

(the “**O&M Guarantor**”)]

**WHEREAS:**

- A. The Ministry and Project Co have entered into the Project Agreement, which requires Project Co to enter into, and to cause the O&M Provider and the O&M Guarantor to enter into, this O&M Provider’s Direct Agreement with the Ministry.
- B. Project Co and the O&M Provider have entered into the O&M Contract, which requires the O&M Provider and the O&M Guarantor to enter into this O&M Provider’s Direct Agreement with the Ministry.

**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 O&M Provider's Direct Agreement, unless the context otherwise requires:

- (a) **“Business Day”** has the meaning given in the Project Agreement.
- (b) **“Default Notice”** has the meaning given in Section 5(a).
- (c) **“Governmental Authority”** has the meaning given in the Project Agreement.
- (d) **“Lenders”** has the meaning given in the Project Agreement.
- (e) **“Lenders' Direct Agreement”** has the meaning given in the Project Agreement.
- (f) **“O&M Contract”** has the meaning given in the Project Agreement.
- (g) **“O&M Guarantor”** means VINCI Concessions S.A.S.
- (h) **“O&M Provider”** means SCH Maintenance Services Ltd..
- (i) **“Party”** means the Ministry, the O&M Provider, the O&M Guarantor or Project Co, and **“Parties”** means the Ministry, the O&M Provider, the O&M Guarantor and Project Co.
- (j) **“Project”** has the meaning given in the Project Agreement.
- (k) **“Project Agreement”** means the project agreement made on or about <\*>, 2015 between the Ministry and Project Co.
- (l) **“Project Co”** means SGTP Highway Bypass Limited Partnership.
- (m) **“Step-In Notice”** has the meaning given in Section 6(a).
- (n) **“Substitute”** has the meaning given in Section 6(a).

## 2. INTERPRETATION

This O&M Provider's Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this O&M Provider's Direct Agreement are for convenience of reference only, shall not constitute a part of this O&M Provider's Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this O&M Provider's 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 O&M Provider's 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, 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 O&M Provider's 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 O&M Provider's 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 O&M Provider's 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 O&M Provider's 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 O&M Provider's 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 O&M Provider's 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 O&M Provider's 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 O&M Provider’s 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 O&M Provider’s Direct Agreement, the Project Agreement and the O&M Contract, this O&M Provider’s Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this O&M Provider’s Direct Agreement and the Lenders’ Direct Agreement, the Lenders’ Direct Agreement shall prevail.

**4. AGREEMENTS**

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

**5. NO TERMINATION BY O&M PROVIDER WITHOUT DEFAULT NOTICE**

The O&M Provider shall not exercise any right it may have to terminate the O&M Contract or to treat it as having been repudiated by Project Co or to discontinue the O&M Provider’s performance thereunder unless:

- (a) the O&M Provider first delivers a written notice (a “**Default Notice**”) to the Ministry setting out in reasonable detail the default(s) on which the O&M Provider intends to rely in terminating the O&M Contract or to treat it as having been repudiated by Project Co or to discontinue the O&M Provider’s performance thereunder; and
- (b) within the period ending 30 days after the O&M Provider notifies the Ministry of the expiry of any relevant period for the exercise of step-in or similar rights by the Lenders,

or, if the Lenders have no such step-in or similar rights, then 30 days after the later of the Ministry receiving Default Notice or the expiry of the applicable cure period under the O&M Contract:

- (i) the default(s) on which the O&M Provider intends to rely in terminating the O&M Contract or to treat it as having been repudiated by Project Co or to discontinue the O&M Provider's performance thereunder have not been remedied; and
- (ii) the O&M Provider has not received a Step-In Notice from the Ministry,

provided that, until such time as the Ministry gives the O&M Provider a notice that the Ministry will not be exercising its step-in rights, the Ministry shall pay the O&M Provider's reasonable costs of continued performance.

## 6. STEP-IN RIGHTS

- (a) The Ministry may at any time:
  - (i) within the period referred to in Section 5(b); or
  - (ii) if the Ministry has not received a Default Notice and if the Ministry's right to terminate the Project Agreement has arisen and is continuing,

deliver a notice (a "**Step-In Notice**") electing to replace Project Co under the O&M Contract either with the Ministry or a third party designated by the Ministry in the Step-In Notice (the "**Substitute**"), provided that the Ministry can demonstrate to the O&M Provider, 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 O&M Contract.

- (b) Subject to Section 6(d), upon receipt by the O&M Provider of a Step-In Notice:
  - (i) Project Co and the O&M Provider will be deemed to be released from their existing and future obligations under the O&M Contract to each other (except with respect to any and all indemnities from Project Co or the O&M Provider to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the O&M Provider 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 O&M Provider under the O&M Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the O&M Provider to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the O&M Provider 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 O&M Provider to the Ministry if the Ministry pays for the O&M Provider'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 O&M Provider to be performed, observed or carried out by the O&M Provider as contained in, referred to, or inferred from the O&M Contract shall be assigned, novated or granted, as required by the Ministry or the Substitute, as applicable, each acting reasonably, to the Ministry or the Substitute, as applicable, and the O&M Provider 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 have rights under, such guarantee, bond or covenant as security for any obligations of the O&M Provider, 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 Ministry's request, the O&M Provider shall enter into, and shall cause the O&M Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 6(b)(iii) to enter into, and the Ministry 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 Ministry or the Substitute, as applicable, and the O&M Provider, acceptable to the Ministry and the O&M Provider, each acting reasonably, on substantially the same terms as the O&M Contract.
- (c) Subject to Section 6(d), Project Co shall, at its own cost, cooperate fully with the Ministry and the Substitute in order to achieve a smooth transfer of the O&M Contract to the Ministry or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the O&M Contract, ongoing supervisory activities and scheduling.
- (d) The rights granted by Sections 6(b) and 6(c) shall be of no force or effect if, at any time the O&M Provider receives a Step-In Notice, the O&M Provider has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the O&M Contract that it is or has validly exercised those step-in rights. If the O&M Provider 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 Ministry gives a Step-In Notice within the time provided hereunder at any time after the O&M Provider has terminated the O&M Contract or treated it as having been repudiated by Project Co or discontinued the O&M Provider's performance thereunder in accordance with the terms of this O&M Provider's Direct Agreement, the O&M Provider agrees that the O&M Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and the Ministry shall pay the O&M Provider's reasonable costs for re-commencing the obligations it has under the O&M Contract and the O&M Provider 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 O&M Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

**7. O&M PROVIDER LIABILITY**

- (a) The liability of the O&M Provider 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 Ministry, or by any failure or omission to carry out any such inspection, investigation or enquiry;
  - (ii) the appointment by the Ministry of any other person to review the progress of or otherwise report to the Ministry 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 Ministry,

provided always that nothing in this Section 7 shall modify or affect any rights which the O&M Provider might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event the Ministry delivers a Step-In Notice, the O&M Provider shall have no greater liability to the Ministry or any Substitute than it would have had to Project Co under the O&M Contract, and the O&M Provider shall be entitled in any proceedings by the Ministry or any Substitute to rely on any liability limitations in the O&M Contract.

**8. PROJECT CO AS PARTY**

Project Co acknowledges and agrees that the O&M Provider shall not be in breach of the O&M Contract by complying with its obligations hereunder.

**9. O&M GUARANTOR AS PARTY**

The O&M Guarantor agrees with the Ministry that the O&M Guarantor has entered into a guarantee or covenant referred to in Section 6(b)(iii), hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the O&M Provider of a Step-In Notice and without the requirement of any further action on the part of the Ministry, and agrees that the O&M Guarantor shall in accordance with Section 6 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing. The O&M Guarantor enters into this O&M Provider's Direct Agreement solely for the purposes of this Section 9.

**10. ASSIGNMENT**

- (a) Project Co shall not, without the prior written consent of the Ministry, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this O&M Provider's Direct Agreement except to the extent entitled to do so under the Project Agreement.
- (b) The Ministry may assign or otherwise dispose of the benefit of the whole or part of this O&M Provider's Direct Agreement to any person to whom the Ministry may assign or

otherwise dispose of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement but only in conjunction therewith, and shall provide written notice to Project Co and the O&M Provider of such assignment or disposition.

- (c) The O&M Provider shall not, without the prior written consent of the Ministry and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this O&M Provider's Direct Agreement, except as may be permitted under the O&M Contract.

**11. NOTICES**

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this O&M Provider's Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this O&M Provider's Direct Agreement) and served by sending the same by registered mail, electronic transmission or by hand as follows:

If to the Ministry:

Ministry of Highways and Infrastructure  
Victoria Tower  
1200 – 1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: [zvjezdan.lazic@gov.sk.ca](mailto:zvjezdan.lazic@gov.sk.ca)  
Fax: 306-933-5188  
Attn.: Zev Lazic - Executive Director, Major Projects

With a copy to:

SaskBuilds Corporation  
720-1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: [Miguel.morrissette@gov.sk.ca](mailto:Miguel.morrissette@gov.sk.ca)  
Fax: 306-798-0626  
Attn.: Miguel Morrissette, Project Director

If to Project Co:

SGTP Highway Bypass Limited Partnership  
1903 E Turvey Road  
Regina, SK S4N 3A4

E-mail:  
Fax number:  
Attn.:

If to the O&M Provider:

SCH Maintenance Services Ltd.

6th Floor, Bank of Montreal Building  
2103 11 Ave  
Regina, SK S4P 3Z8

Email:  
Fax:  
Attn.:

With a copy to:  
Carmacks Maintenance Services Ltd.  
701 – 25 Ave  
Nisku, AB T9E 0C1

Email:  
Fax:  
Attn.:

With a copy to:  
VINCI Concessions, S.A.S.  
12-14 rue Louis Blériot  
CS 20070  
92506 Rueil-Malmaison Cedex

Email:  
Fax:  
Attn.:

It to the O&M Guarantor

VINCI Concessions, S.A.S.  
12-14 rue Louis Blériot  
CS 20070  
92506 Rueil-Malmaison Cedex

Email:  
Fax:  
Attn.:

- (b) Where any notice is provided or submitted to a Party via electronic transmission, an original of the notice sent via electronic transmission shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via electronic transmission shall not be invalid by reason only of a Party's failure to comply with this Section 11(b).
- (c) Any Party to this O&M Provider's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11(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 11(e) and 11(f):
  - (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 electronic transmission shall be deemed to have been received on the day it is transmitted by electronic transmission.
- (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 electronic transmission in accordance with this Section 11.
- (f) If any notice delivered by hand or transmitted by electronic transmission 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.

## **12. AMENDMENTS**

This O&M Provider's 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 O&M Provider's Direct Agreement.

## **13. WAIVER**

- (a) No waiver made or given by a Party under or in connection with this O&M Provider's 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.

## **14. RELATIONSHIP BETWEEN THE PARTIES**

The Parties are independent contractors. This O&M Provider's 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 O&M Provider's Direct Agreement, of principal and agent.

**15. ENTIRE AGREEMENT**

Except where provided otherwise in this O&M Provider's Direct Agreement, this O&M Provider's 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 O&M Provider's Direct Agreement.

**16. SEVERABILITY**

Each provision of this O&M Provider's Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this O&M Provider's 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 O&M Provider's Direct Agreement. If any such provision of this O&M Provider's 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 O&M Provider's Direct Agreement as near as possible to its original intent and effect.

**17. ENUREMENT**

This O&M Provider's 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.

**18. GOVERNING LAW AND JURISDICTION**

- (a) This O&M Provider's 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 an 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 O&M Provider's Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.
- (c) Nothing in this O&M Provider's Direct Agreement affects the rights protections and immunities of the Crown under *The Proceedings Against the Crown Act* (Saskatchewan).

**19. MINISTRY DESIGNATE**

At any time and from time to time, the Ministry may designate any ministry, branch, agency, division, department or office of the Government of Saskatchewan to carry out administrative responsibility for the rights and obligations of the Ministry under this O&M Provider's Direct Agreement and Project Co, the O&M Provider and the O&M Guarantor may deal exclusively with the designated person in respect of all such matters and is entitled to rely on the actions, directions, requests, notices, consents, approvals, waivers, comments relating to the review of documentation and other administrative matters and decisions determined by such designated person from time to time, until the Ministry has notified Project Co, the O&M Provider and the O&M Guarantor in writing that such designated person is no longer the person designated by the Ministry hereunder and such notice shall have effect on the later of

the date of delivery of such notice and the date specified in the written notice. the Ministry shall advise Project Co, the O&M Provider and the O&M Guarantor in writing of any designation hereunder. The rights and obligations of the parties to this O&M Provider's Direct Agreement shall be in no way affected by reason of any such designation. Project Co, the O&M Provider and the O&M Guarantor acknowledge the right of the Ministry to delegate administrative responsibilities hereunder as set forth in this Section 19.

**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 O&M Provider's Direct Agreement.

**21. LANGUAGE OF AGREEMENT**

Each Party acknowledges having requested and being satisfied that this O&M Provider's 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 O&M Provider's 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, faxed or electronic form provided that any Party providing its signature in faxed or electronic form shall promptly forward to such Party an original signed copy of this O&M Provider's Direct Agreement which was so faxed or electronically transmitted.

*[SIGNATURE PAGES IMMEDIATELY FOLLOW]*

**IN WITNESS WHEREOF** the Parties have executed this O&M Provider’s Direct Agreement as of the date first above written.

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF SASKATCHEWAN** as  
represented by the Minister of Highways and  
Infrastructure

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**SGTP HIGHWAY BYPASS LIMITED  
PARTNERSHIP**, by its general partner, SGTP  
Highway Bypass GP Inc.

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**SCH MAINTENANCE SERVICES LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**VINCI CONCESSIONS, S.A.S.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

SCHEDULE 5-3

CONSTRUCTION PERIOD PAVEMENT REHABILITATION WORKS CONTRACTOR'S

DIRECT AGREEMENT

THIS AGREEMENT is made as of the <\*> day of <\*>, 2015

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN** as represented by the Minister of Highways and Infrastructure

(the "Ministry")

- AND -

**SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP**, by its general partner, **SGTP Highway Bypass GP Inc.**

("Project Co")

- AND -

**REGINA BYPASS DESIGN BUILDERS**, an unincorporated joint venture consisting of **CARMACKS ENTERPRISES LTD.**, a corporation incorporated under the laws of Alberta, **PARSONS CANADA LTD.**, a corporation incorporated under the laws of Canada, **GRAHAM INFRASTRUCTURE LP**, a limited partnership formed under the laws of Manitoba, by its general partner, **GRAHAM INFRASTRUCTURE LTD.**, and **VINCI INFRASTRUCTURE CANADA LIMITED**, a corporation incorporated under the laws of British Columbia.

(each a "CPPRW Contractor Member", and collectively, on a joint and several basis, the "CPPRW Contractor")

- AND -

**VINCI CONSTRUCTION TERRASSEMENT S.A.S.**, a corporation incorporated under the laws of France.

(the "CPPRW Guarantor")

WHEREAS:

- A. The Ministry and Project Co have entered into the Project Agreement, which requires Project Co to enter into, and to cause the CPPRW Contractor and the CPPRW Guarantor to enter into, this Construction Period Pavement Rehabilitation Works Contractor's Direct Agreement (the "CPPRW Contractor's Direct Agreement") with the Ministry.

- B. Project Co and the CPPRW Contractor have entered into the CPPRW Contract, which requires the CPPRW Contractor and the CPPRW Guarantor to enter into this CPPRW Contractor's Direct Agreement with the Ministry.

**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:

### 23. DEFINITIONS

In this CPPRW Contractor's Direct Agreement, unless the context otherwise requires:

- (a) **"Business Day"** has the meaning given in the Project Agreement.
- (b) **"CPPRW Contract"** has the meaning given in the Project Agreement.
- (c) **"CPPRW Contractor"** means REGINA BYPASS DESIGN BUILDERS, an unincorporated joint venture consisting of CARMACKS ENTERPRISES LTD., a corporation incorporated under the laws of Alberta, PARSONS CANADA LTD., a corporation incorporated under the laws of Canada, GRAHAM INFRASTRUCTURE LP, a limited partnership formed under the laws of Manitoba, by its general partner, GRAHAM INFRASTRUCTURE LTD., and VINCI INFRASTRUCTURE CANADA LIMITED, a corporation incorporated under the laws of British Columbia.
- (d) **"CPPRW Guarantor"** means VINCI CONSTRUCTION TERRASSEMENT S.A.S, a corporation incorporated under the laws of France.
- (e) **"Default Notice"** has the meaning given in Section 5(a).
- (f) **"Governmental Authority"** has the meaning given in the Project Agreement.
- (g) **"Lenders"** has the meaning given in the Project Agreement.
- (h) **"Lenders' Direct Agreement"** has the meaning given in the Project Agreement.
- (i) **"Party"** means the Ministry, the CPPRW Contractor, the CPPRW Guarantor or Project Co, and **"Parties"** means the Ministry, the CPPRW Contractor, the CPPRW Guarantor and Project Co.
- (j) **"Project"** has the meaning given in the Project Agreement.
- (k) **"Project Agreement"** means the project agreement made on or about <\*>, 2015 between the Ministry and Project Co.
- (l) **"Project Co"** means **SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP, a limited partnership existing under the laws of Saskatchewan, by its general partner, SGTP Highway Bypass GP Inc.**
- (m) **"Step-In Notice"** has the meaning given in Section 6(a).

- (n) “Substitute” has the meaning given in Section 6(a).

## 24. INTERPRETATION

This CPPRW Contractor’s Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this CPPRW Contractor’s Direct Agreement are for convenience of reference only, shall not constitute a part of this CPPRW Contractor’s Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this CPPRW Contractor’s 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 CPPRW Contractor’s 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, 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s 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 CPPRW Contractor’s Direct Agreement they shall be construed and interpreted as synonymous and to read “shall”.

**25. CONFLICT IN DOCUMENTS**

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this CPPRW Contractor’s Direct Agreement, the Project Agreement and the CPPRW Contract, this CPPRW Contractor’s Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this CPPRW Contractor’s Direct Agreement and the Lenders’ Direct Agreement, the Lenders’ Direct Agreement shall prevail.

**26. AGREEMENTS**

- (a) Project Co and the CPPRW Contractor shall not amend, modify, or depart from the terms of the CPPRW Contract without the prior written consent of the Ministry, acting reasonably, which consent shall not be withheld and shall be provided within a reasonable time, where such amendment, modification or departure will not materially adversely affect the ability of Project Co to perform its obligations under this CPPRW Contractor’s Direct Agreement and will not have the effect of increasing any liability of the Ministry, whether actual or potential. Project Co and the CPPRW Contractor shall provide to the Ministry a written copy of all such amendments, modifications or departures. The Parties acknowledge and agree that this Section 4(a) shall not apply to Variations provided for under the Project Agreement.
- (b) Each of the Parties acknowledges having received a copy of the Project Agreement and the CPPRW Contract.

- (c) If the CPPRW Contractor gives Project Co any notice of any default(s) under the CPPRW Contract that may give the CPPRW Contractor a right to terminate the CPPRW Contract or to treat it as having been repudiated by Project Co or to discontinue the CPPRW Contractor's performance thereunder, then the CPPRW Contractor shall concurrently provide the Ministry with a copy of such notice and set out in reasonable detail the default(s).

## 27. NO TERMINATION BY CPPRW CONTRACTOR WITHOUT DEFAULT NOTICE

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

- (a) the CPPRW Contractor first delivers a written notice (a "**Default Notice**") to the Ministry setting out in reasonable detail the default(s) on which the CPPRW Contractor intends to rely in terminating the CPPRW Contract or to treat it as having been repudiated by Project Co or to discontinue the CPPRW Contractor's performance thereunder; and
- (b) within a period of 5 Business Days of the Ministry receiving the Default Notice:
  - (i) the default(s) on which the CPPRW Contractor intends to rely in terminating the CPPRW Contract or to treat it as having been repudiated by Project Co or to discontinue the CPPRW Contractor's performance thereunder have not been remedied; and
  - (ii) the CPPRW Contractor has not received a Step-In Notice from the Ministry,

provided that if, within such period of 5 Business Days, the Ministry agrees to pay the CPPRW Contractor's reasonable costs of continued performance, such period of 5 Business Days shall be extended to 45 days.

## 28. STEP-IN RIGHTS

- (a) The Ministry 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 Ministry receiving a Default Notice; or
  - (ii) if the Ministry has not received a Default Notice and if the Ministry's right to terminate the Project Agreement has arisen and is continuing,

deliver a notice (a "**Step-In Notice**") electing to replace Project Co under the CPPRW Contract either with the Ministry or a third party designated by the Ministry in the Step-In Notice (the "**Substitute**"), provided that the Ministry can demonstrate to the CPPRW Contractor, 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 CPPRW Contract.

- (b) Subject to Section 6(d), upon receipt by the CPPRW Contractor of a Step-In Notice:

- (i) Project Co and the CPPRW Contractor will be deemed to be released from their existing and future obligations under the CPPRW Contract to each other (except with respect to any and all indemnities from Project Co or the CPPRW Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the CPPRW Contractor 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 CPPRW Contractor under the CPPRW Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the CPPRW Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and the Ministry or the Substitute, as applicable, and the CPPRW Contractor 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 CPPRW Contractor to the Ministry if the Ministry pays for the CPPRW Contractor'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 CPPRW Contractor to be performed, observed or carried out by the CPPRW Contractor as contained in, referred to, or inferred from the CPPRW Contract shall be assigned, novated or granted, as required by the Ministry or the Substitute, as applicable, each acting reasonably, to the Ministry or the Substitute, as applicable, and the CPPRW Contractor 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 CPPRW Contractor, 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 Ministry's request, the CPPRW Contractor shall enter into, and shall cause the CPPRW Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 6(b)(iii) to enter into, and the Ministry 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 Ministry or the Substitute, as applicable, and the CPPRW Contractor, acceptable to the Ministry and the CPPRW Contractor, each acting reasonably, on substantially the same terms as the CPPRW Contract.
- (c) Subject to Section 6(d), Project Co shall, at its own cost, cooperate fully with the Ministry and the Substitute in order to achieve a smooth transfer of the CPPRW Contract to the Ministry or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the CPPRW Contract, ongoing supervisory activities and scheduling.

- (d) The rights granted by Sections 6(b) and 6(c) shall be of no force or effect if, at any time the CPPRW Contractor receives a Step-In Notice, the CPPRW Contractor has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the CPPRW Contract that it is or has validly exercised those step-in rights. If the CPPRW Contractor 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 Ministry gives a Step-In Notice within the time provided hereunder at any time after the CPPRW Contractor has terminated the CPPRW Contract or treated it as having been repudiated by Project Co or discontinued the CPPRW Contractor's performance thereunder in accordance with the terms of this CPPRW Contractor's Direct Agreement, the CPPRW Contractor agrees that the CPPRW Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and the Ministry shall pay the CPPRW Contractor's reasonable costs for re-commencing the obligations it has under the CPPRW Contract and the CPPRW Contractor 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 CPPRW Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

## 29. CPPRW CONTRACTOR LIABILITY

- (a) The liability of the CPPRW Contractor 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 Ministry, or by any failure or omission to carry out any such inspection, investigation or enquiry; or
  - (ii) the appointment by the Ministry of any other person to review the progress of or otherwise report to the Ministry 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 Ministry,

provided always that nothing in this Section 7 shall modify or affect any rights which the CPPRW Contractor might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event the Ministry delivers a Step-In Notice, the CPPRW Contractor shall have no greater liability to the Ministry or any Substitute than it would have had to Project Co under the CPPRW Contract, and the CPPRW Contractor shall be entitled in any proceedings by the Ministry or any Substitute to rely on any liability limitations in the CPPRW Contract.

## 30. PROJECT CO AS PARTY

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

**31. CPPRW GUARANTOR AS PARTY**

The CPPRW Guarantor agrees with the Ministry that the CPPRW Guarantor has entered into a guarantee or covenant referred to in Section 6(b)(iii), hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the CPPRW Contractor of a Step-In Notice and without the requirement of any further action on the part of the Ministry, and agrees that the CPPRW Guarantor shall in accordance with Section 6 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing. The CPPRW Guarantor enters into this CPPRW Contractor's Direct Agreement solely for the purposes of this Section 9.

**32. ASSIGNMENT**

- (a) Project Co shall not, without the prior written consent of the Ministry, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this CPPRW Contractor's Direct Agreement except to the extent entitled to do so under the Project Agreement.
- (b) The Ministry may assign or otherwise dispose of the benefit of the whole or part of this CPPRW Contractor's Direct Agreement to any person to whom the Ministry may assign or otherwise dispose of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement but only in conjunction therewith, and shall provide written notice to Project Co and the CPPRW Contractor of such assignment or disposition.
- (c) The CPPRW Contractor shall not, without the prior written consent of the Ministry and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this CPPRW Contractor's Direct Agreement except as may be permitted under the CPPRW Contract.

**33. NOTICES**

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this CPPRW Contractor's Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this CPPRW Contractor's Direct Agreement) and served by sending the same by registered mail, electronic transmission or by hand as follows:

If to the Ministry:

Ministry of Highways and Infrastructure  
Victoria Tower  
1200 – 1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: [zvjezdan.lazic@gov.sk.ca](mailto:zvjezdan.lazic@gov.sk.ca)  
Fax: 306-933-5188  
Attn.: Zev Lazic - Executive Director, Major  
Projects

With a copy to:

SaskBuilds Corporation  
720-1855 Victoria Avenue  
Regina, Saskatchewan  
S4P 3T2

E-mail: Miguel.morrisette@gov.sk.ca  
Fax: 306-798-0626  
Attn.: Miguel Morrisette, Project Director

If to Project Co:

SGTP Highway Bypass Limited Partnership  
1903 E Turvey Road  
Regina, SK S4N 3A4

E-mail:  
Fax number:  
Attn.:

If to the CPPRW Contractor:

Regina Bypass Design Builders  
701 – 25th Avenue  
Nisku, AB T9E 0C1

E-mail:  
Fax:  
Attn.:

With a copy to:  
Carmacks Enterprises Ltd.  
701 – 25th Avenue  
Nisku, AB T9E 0C1

E-mail  
Fax:  
Attn.:

With a copy to:  
Graham Infrastructure LP  
10840 27th Street SE  
Calgary, AB T2Z 3R6

E-mail:  
Fax:  
Attn.:

With a copy to:  
Graham Infrastructure LP  
10840 27th Street SE  
Calgary, AB T2Z 3R6

E-mail:  
Fax:  
Attn.:

With a copy to:  
Parsons Canada Ltd.  
100 M. Street, SW, Suite 1200  
Washington, DC 20003-3520

E-mail:  
Fax:  
Attn.:

With a copy to:  
Parsons Corporation  
625 Cochrane Drive, Ste. 500  
Markham, Ontario L3R 9R9

E-mail:  
Fax:  
Attn.:

With a copy to:  
VINCI Infrastructure Canada Limited c/o Clark  
Wilson LLP  
900-885 West Georgia Street  
Vancouver, BC V6C 3H1

E-mail:  
Fax:  
Attn.:

With a copy to:  
VINCI Construction Terrassement  
61, Avenue Jules Quentin  
92 000 NANTERRE

E-mail:  
Fax:  
Attn.:

If to the CPPRW Guarantor:

VINCI Construction Terrassement, S.A.S.  
61, Avenue Jules Quentin  
92 000 NANTERRE

E-mail:

- (b) Where any notice is provided or submitted to a Party via electronic transmission, an original of the notice sent via electronic transmission shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via electronic transmission shall not be invalid by reason only of a Party's failure to comply with this Section 11(b).
- (c) Any Party to this CPPRW Contractor's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11(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 11(e) and 11(f):
  - (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 electronic transmission shall be deemed to have been received on the day it is transmitted by electronic transmission.
- (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 electronic transmission in accordance with this Section 11.
- (f) If any notice delivered by hand or transmitted by electronic transmission 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.

#### **34. AMENDMENTS**

This CPPRW Contractor's 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 CPPRW Contractor's Direct Agreement.

#### **35. WAIVER**

- (a) No waiver made or given by a Party under or in connection with this CPPRW Contractor's 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.

**36. RELATIONSHIP BETWEEN THE PARTIES**

The Parties are independent contractors. This CPPRW Contractor's 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 CPPRW Contractor's Direct Agreement, of principal and agent.

**37. ENTIRE AGREEMENT**

Except where provided otherwise in this CPPRW Contractor's Direct Agreement, this CPPRW Contractor's 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 CPPRW Contractor's Direct Agreement.

**38. SEVERABILITY**

Each provision of this CPPRW Contractor's Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this CPPRW Contractor's 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 CPPRW Contractor's Direct Agreement. If any such provision of this CPPRW Contractor's 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 CPPRW Contractor's Direct Agreement as near as possible to its original intent and effect.

**39. ENUREMENT**

This CPPRW Contractor's 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.

**40. GOVERNING LAW AND JURISDICTION**

- (a) This CPPRW Contractor's 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 an 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 CPPRW Contractor's Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

- (c) Nothing in this CPPRW Contractor's Direct Agreement affects the rights, protections and immunities of the Crown under *The Proceedings Against the Crown Act* (Saskatchewan).

**41. MINISTRY DESIGNATE**

At any time and from time to time, the Ministry may designate any ministry, branch, agency, division, department or office of the Government of Saskatchewan to carry out administrative responsibility for the rights and obligations of the Ministry under this CPPRW Contractor's Direct Agreement and Project Co, the CPPRW Contractor and the CPPRW Guarantor may deal exclusively with the designated person in respect of all such matters and is entitled to rely on the actions, directions, requests, notices, consents, approvals, waivers, comments relating to the review of documentation and other administrative matters and decisions determined by such designated person from time to time, until the Ministry has notified Project Co, the CPPRW Contractor and the CPPRW Guarantor in writing that such designated person is no longer the person designated by the Ministry hereunder and such notice shall have effect on the later of the date of delivery of such notice and the date specified in the written notice. The Ministry shall advise Project Co, the CPPRW Contractor and the CPPRW Guarantor in writing of any designation hereunder. The rights and obligations of the parties to this CPPRW Contractor's Direct Agreement shall be in no way affected by reason of any such designation. Project Co, the CPPRW Contractor and the CPPRW Guarantor acknowledge the right of the Ministry to delegate administrative responsibilities hereunder as set forth in this Section 19.

**42. FURTHER ASSURANCE**

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this CPPRW Contractor's Direct Agreement.

**43. LANGUAGE OF AGREEMENT**

Each Party acknowledges having requested and being satisfied that this CPPRW Contractor's 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.

**44. COUNTERPARTS**

This CPPRW Contractor's 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, faxed or electronic form provided that any Party providing its signature in faxed or electronic form shall promptly forward to such Party an original signed copy of this CPPRW Contractor's Direct Agreement which was so faxed or electronically transmitted.

*[SIGNATURE PAGES IMMEDIATELY FOLLOW]*

IN WITNESS WHEREOF the Parties have executed this CPPRW Contractor’s Direct Agreement as of the date first above written.

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN** as represented by the Minister of Highways and Infrastructure

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**SGTP HIGHWAY BYPASS LIMITED PARTNERSHIP**, by its general partner, **SGTP Highway Bypass GP Inc.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**CARMACKS ENTERPRISES LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**GRAHAM INFRASTRUCTURE LP, by its  
general partner, Graham Infrastructure Ltd.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**PARSONS CANADA LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**VINCI INFRASTRUCTURE CANADA  
LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**VINCI CONSTRUCTION TERRASSEMENT**

**S.A.S.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.