

and twenty (120) days after such Claimant should have been paid in full under his/her Contract,

- (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Subcontractor of the Principal;
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
 - (c) Other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such Court.
- (7) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
- (8) The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
- (9) The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

(seal)

TRISURA GUARANTEE INSURANCE COMPANY

(seal)

, Attorney-In-Fact

Bureau de Vancouver
1055 rue West Georgia,
bureau 3020, Boîte 11160
Vancouver, B.C. V6E 3R5
Tél: (604) 688-5641
Télé: (604) 688-5826

Bureau de Calgary
421 – 7 Ave SO
bureau 3730
Calgary, AB T2P 4K9
Tél: (403) 663-3343
Télé: (403) 663-3344

Bureau de Toronto
333 rue Bay
bureau 1610
Toronto, ON M5H 2R2
Tél: (416) 214-2555
Télé: (416) 214-9597

Bureau de Montréal
1501 ave McGill College
bureau 1620
Montréal, QC H3A 3M8
Tél: (514) 845-4555
Télé: (514) 845-6876

Bureau de Halifax
201 ave Brownlow
bureau 4
Dartmouth, NS B3B 1W2
Tél: (902) 468-6889
Télé: (416) 214-9597