



PERFORMANCE BOND

THE MANITOBA WATER SERVICES BOARD
MWSB 3E

Bond No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____, _____
("the Principal") and **TRISURA GUARANTEE INSURANCE COMPANY** of 333 Bay Street, Suite
1610, Toronto, Ontario M5H 2R2, ("the Surety"), are held and firmly bound unto **THE MANITOBA WATER SERVICES
BOARD (the "MWSB")** in the sum of _____ Dollars (\$ _____), of lawful
money of Canada to be paid to the MWSB or its successors or assigns, for the payment of which the Principal and the Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS the Principal has entered into a written contract with the MWSB dated the _____ day of _____ of
for _____

- MWSB Tender for:**
- Project No.:**
- Project Name:**
- Project Description:**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE, the Condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper workmanlike manner;
- (c) make all the payments whether to the MWSB or to others as provided;
- (d) in every respect comply with the obligations and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the MWSB against and from any and all loss, damages, costs, claims and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or other compensation whether arising under The Workers Compensation Act, or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind of matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this bond on this _____ day of _____, _____

SIGNED, SEALED AND DELIVERED
in the presence of

Witness Principal _____ seal

TRISURA GUARANTEE INSURANCE COMPANY

Witness _____, Attorney-in-fact seal

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