



SEWER UPGRADE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this _____ day of June 2022.

BETWEEN

HER MAJESTY THE QUEEN, in right of the Province of New Brunswick, as represented by the Minister of Transportation and Infrastructure
("DTI");

and

THE CITY of FREDERICTON, a local government by virtue of the *Local Governance Act*, SNB 2017, c-17, having its head office at 397 Queen Street, Fredericton, New Brunswick ("CoF").

(each a "Party" and collectively "Parties")

BACKGROUND

- A. DTI plans to reconfigure the intersection in Fredericton of Route 105 with Brookside Drive to a multi-lane roundabout (the "**Roundabout**");
- B. Concurrently to the Roundabout, CoF plans to replace the existing sanitary sewer (the "**Sewer Work**").
- C. Such Sewer Work will include installation of approximately 210m of 600mm diameter sanitary sewer, along with concrete sanitary sewer manholes along a new alignment with tie-in points to the existing sanitary sewer system, and continuous sanitary sewer flows from the sewershed during the Sewer Work.
- D. The Sewer Work will take place on the dedicated roadway known as Brookside Drive in the City of Fredericton adjacent to DTI land described as PID 75014589 as depicted on the map attached at Schedule A (the "**DTI Land**");
- E. One tender (Contract 22-0247 "Route 105 Brookside Drive Roundabout") will be issued by DTI to secure one contractor to perform the Roundabout and Sewer Work (the "**Tender**").
- F. Once the contract is awarded under the Tender, the portion relating to the Sewer Work will be assigned from DTI to CoF;

- G. The Parties are entering into this Agreement to set forth, in writing, their respective responsibilities pertaining to the tendering, construction and future ownership of the Sewer Work and the sanitary sewer system.

THEREFORE in consideration of the payment of the sum of one dollar (\$1.00) by each Party to the other, the receipt and sufficiency of which is acknowledged by each to the other, and in consideration of the covenants, terms and conditions contained in this Agreement, DTI and CoF covenant and agree as follows:

1. ASSIGNMENT

It is acknowledged and agreed by CoF that on or immediately following the award of the contract (the "**Contract**") to the successful contractor (the "**Contractor**") under the Tender, DTI will assign, by way of assignment agreement substantially in the form attached at Schedule B, to CoF, and CoF will assume from DTI, all of the rights, benefits, advantages and obligations under the Contract in respect of, relating to or arising out of Attachment M (Sanitary Sewer System) including the work on Drawing 41 as if CoF was named as the Owner under such Contract including, without limitation, all rights and obligations of DTI under any Performance Bond, Labour & Material Payment Bond, and insurance coverages provided by the Contractor under the Contract. For certainty and without limitation, any Performance Bond and Labour & Material Payment Bond required to be issued pursuant to or in connection with the Contract will name as obligee "Her Majesty the Queen in Right of the Province of New Brunswick as represented by the Minister of Transportation and Infrastructure and The City of Fredericton" and any insurance coverage required under the Contract for which the Province of New Brunswick is named as additional insured will name the Province and The City of Fredericton as named additional insureds, as their interests may appear, and will include cross liability and severability of interests provisions and a waiver of subrogation with respect to The City of Fredericton under the policy or policies.

2. TENDER

- 2.01** DTI with the assistance of Service New Brunswick will prepare and administer the Contract 22-0247 "Route 105 Brookside Drive Roundabout"/Sewer Work Tender and related documents (including, but not limited to, invitations to bid, advertisements, bid amendments, for services that are necessary to perform the construction of the Roundabout and Sewer Work.
- 2.02** CoF will submit all plans and specifications detailing location, timing, and duration of the Sewer Work to DTI to include with the Tender. The inclusion of the plans and specifications for any Sewer Work included in the Tender does not in any way affect or alter CoF's responsibility for the design or performance of the Sewer Work. DTI will not have any obligations, responsibilities, or liabilities for or regarding the design, construction, or performance of the Sewer Work.
- 2.03** All Sewer Work will be completed in accordance with the General Specifications for Municipal Services in the City of Fredericton (latest edition) as described and detailed on Drawing 41 of the drawing package and Attachment M of the specifications included in the Tender. The Contractor will be responsible for maintaining flows, which may involve by-pass pumping.

- 2.04** DTI will obtain all environmental documentation, approvals and permits (the "**Approvals**") required to conduct the Sewer Work and will not be responsible for remediation and other work arising from, or required in connection with, such Approvals. CoF will obtain any other required permit for the permanent installation of the new sanitary sewer system
- 2.05** CoF will be responsible for the costs of providing an oversight engineering consultant (for quality control) of the Sewer Work per the CoF specifications (the "**Engineering Consultant**").
- 2.06** Construction and construction inspection of the Sewer Work will be completed in accordance with the terms of the Design and Construction Contracts, specifically Schedule M and Drawing 41, and NBDTI's Standard Specifications and Particular Specifications associated with the Contract.
- 2.07** CoF will arrange to have the 600mm PVC sanitary sewer pipe delivered to the site at the Contractor's request. The 600mm PVC pipe is currently located at the CoF St. Mary's Depot (474 St. Mary's Street, Fredericton) and will be free issue to the Contractor.
- 2.08** CoF agrees to complete and deliver to DTI for approval, which approval will not be unreasonably withheld, a final "as built" plan of CoF's Sewer Work within three (3) months of the completion of the Sewer Work. Completion of the Sewer Work will be determined by the final inspection conducted by the Engineering Consultant.
- 2.09** During the construction period, CoF agrees to use best efforts to ensure no residual and/or adverse environmental effects resulting from the Sewer Work onto the DTI Land or adjacent properties.
- 2.10** CoF will notify DTI in writing of any adverse environmental effects to the DTI Land or adjacent properties immediately upon discovery by CoF.
- 2.11** Should the actions or omission of the Contractor contribute to any adverse environmental effects to the DTI Land or adjacent properties for which DTI considers remedial action necessary, CoF agrees to undertake immediately the remedial action and to pay the costs of such remedial action.
- 2.12** CoF will implement the appropriate technology, design or repair to mitigate adverse environmental effects attributable to the Contractor's use and occupation of the DTI Land or any adjacent properties immediately following discovery or notice of such effects.
- 2.13** CoF will restore the DTI Land or any adjacent property that has been affected by the release of contaminants (as defined under applicable legislation) to the standards required by any applicable federal, provincial or municipal government orders, permits or other government authorizations.

3. COSTS

- 3.01** DTI will pay 100% of the Construction Costs (as defined in the Tender and Contract) for the construction, engineering and administration of the Roundabout described in the Tender.
- 3.02** CoF will pay 100% of the Construction Costs (as defined in the Tender and Contract) for the construction, engineering and administration of the Sewer Work described in the Tender.

4. PROJECT TEAM

4.01 The Parties will create a project team (the “**Project Team**”) to address issues which arise as a result of the shared construction area under the Tender and Contract.

4.02 The Parties will reasonably and diligently cooperate on the Project Team. The overall direction, management and control of the construction area will vest in DTI; however, each Party will appoint on its behalf, at all times and from time to time, a representative for the purpose of creating the Project Team. DTI acknowledges and agrees that it will reasonably consider any requests from CoF regarding the overall direction, management and control of the construction area.

4.03 The Parties will meet on a regular basis (as determined by DTI, acting reasonably), to discuss and resolve construction issues.

4.04 Each Party will designate in writing a person who will have full authority to exercise that Party's rights and obligations under this Agreement.

5. LIABILITY AND INDEMNITY

5.01 CoF's Indemnity

The CoF covenants to indemnify and save harmless the Province of New Brunswick, the Minister, DTI, their respective officials, employees, agents, contractors, sub-contractors, licensees, permittees and all others acting under their authority or with their permission from and against any and all actions, suits, proceedings, costs, charges, expenses, claims, demands, matters and things whatsoever and by whomsoever made, sustained, brought or prosecuted (“**Claims**”) which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by CoF or one or more of its employees, agents, contractors or subcontractors, and whether caused by the negligence of CoF or one or more of its employees, agents, contractors or sub-contractors of any nature whatsoever and howsoever caused resulting from or relating to:

- a) any breach, violation or non-performance of any covenant or obligation of CoF contained in this Agreement;
- b) any breach, violation or non-performance of any covenant or obligation of the Contractor for the Sewer Work under the Contract;
- c) the design, location, construction, existence, or use of the Sewer Work; and
- d) the existence or the alleged existence of any defect or dangerous condition in, at or upon the DTI Lands or otherwise affecting the DTI Lands including any release, spill or discharge of a contaminant caused by the Sewer Work during the construction period;

CoF must immediately inform DTI of any Claims of the type identified in this Article 5.01.

5.02 Limitations on CoF's Indemnity

Notwithstanding Article 5.01 or any other provision of this Agreement to the contrary, CoF will have no obligation to provide indemnification in respect of Claims to the extent they arise as a result of a breach of this Agreement by or on behalf of DTI or due to its negligence or willful act or omission.

5.03 CoF Release

CoF will forever release, remise and discharge the Province of New Brunswick, the Minister, DTI and their respective officers, agents, representatives, servants and employees, and each of them, and each of their respective heirs, executors, administrators, successors and assigns, of, from and against any and all actions, causes of action, claims (including without limitation any claims under related to the Tender or the Contract) demands, suits, debts, liabilities, damages, losses, expenses, obligations or commitments of whatsoever nature or kind, both in law and equity, which CoF has now, ever had or may have, and which are in any manner based upon, occasioned by, attributable to or arising from damage, whether known or unknown, patent or latent, its property or any personal property thereon, caused by the Roundabout and Sewer Work.

5.04 DTI's Indemnity

DTI covenants to indemnify and save harmless CoF and its directors, officers, employees, agents, representatives, contractors, subcontractors and officials, and each of them, from and against any Claims which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by DTI or one or more of its employees, agents, contractors or subcontractors, and whether caused by the negligence of DTI or one or more of its employees, agents, contractors or subcontractors of any nature whatsoever and howsoever caused resulting from or relating to:

- a) any breach, violation or non-performance by DTI of any covenant or obligation of DTI contained in this Agreement; and
- b) the design, location, and construction of the Roundabout.

DTI must immediately inform CoF of any Claims of the type identified in this Article 5.04.

5.05 Limitations on DTI's Indemnity

Notwithstanding Article 5.04 or any other provision of this Agreement to the contrary, DTI will have no obligation to provide indemnification in respect of Claims to the extent they arise as a result of a breach of this Agreement by or on behalf of CoF or due to its negligence or willful act or omission.

5.06 DTI Release

DTI will forever release, remise and discharge CoF and its directors, officers, employees, agents, representatives, contractors, subcontractors and officials, and each of them, and each of their respective heirs, executors, administrators, successors and assigns, of, from and against any and all actions, causes of action, claims (including without limitation any claims under related to the Tender or the Contract) demands, suits, debts, liabilities, damages, losses, expenses, obligations or

commitments of whatsoever nature or kind, both in law and equity, which DTI has now, ever had or may have, and which are in any manner based upon, occasioned by, attributable to or arising from damage, whether known or unknown, patent or latent, its property or any personal property thereon, caused by the Roundabout and Sewer Work.

5.07 This Section 5 will survive the completion of the Sewer Work and termination of this Agreement.

6. NOTICE

6.01 Any notice, direction or other instrument required or permitted to be given to the Minister will be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to the Minister as follows:

**Minister of Transportation and Infrastructure
Attention: Director of Supply Chain
PO Box 6000
Fredericton NB
E3B 5H1**

or to such other address as DTI may from time to time designate in writing to CoF.

Any notice, direction or other instrument required or permitted to be given to CoF will be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to CoF as follows:

**City of Fredericton
Attention: Director of Engineering & Operations
370 Queen Street
Fredericton, NB
E3B 1B5**

or to such other address as CoF may from time to time designate in writing to the DTI.

6.02 Any notice, direction or other instrument aforesaid, if delivered, will be deemed to have been given or made on the date on which it was delivered or, if mailed, will be deemed to have been given or made on the third business day following on which it was mailed.

7. ACKNOWLEDGEMENT AND ENTIRE AGREEMENT

7.01 The Parties acknowledge that the execution and delivery of this Agreement by CoF was a condition precedent to the permission granted by DTI to CoF to conduct the Sewer Work.

7.02 Except as noted immediately above, this Agreement, including any schedules, constitutes the entire agreement with respect to the subject matter of this Agreement and supersedes all prior agreements, communications, understandings, negotiations and discussions, whether oral or written, express or implied, of the Parties with respect to the subject matter of this Agreement.

8. SEVERABILITY

8.01 If any provision or term of this Agreement is found to be illegal or be unenforceable under the law now or in effect after the execution of this Agreement, such illegality or unenforceability will not affect the validity of the remaining provisions of this Agreement.

9. ASSIGNMENT

9.01 Neither Party may assign this Agreement.

10. MEDIA RELEASE APPROVAL

10.01 All media releases and public announcements related to this Agreement or the subject matter hereof must be approved by the DTI prior to any release.

11. AMENDMENT

11.01 This Agreement may be amended only by written agreement duly executed by both Parties.

12. WAIVER

12.01 No waiver of any provision of this Agreement will be binding unless it is in writing. No indulgence or forbearance by a Party will constitute a waiver of that Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement.

13. NO PARTNERSHIP

13.01 It is understood and agreed that nothing contained in this Agreement will constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the Parties.

14. COUNTERPARTS

14.01 This Agreement may be executed in counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile or by electronic mail in PDF format instead of delivering a signed original copy of such counterpart. Each executed counterpart (including a copy sent by facsimile or electronic mail) will be deemed to be an original and all such executed counterparts taken together will constitute one and the same agreement, and notwithstanding the date of execution will be deemed to bear the same date as written above on this Agreement.

15. COSTS

15.01 Except as specifically provided otherwise by this Agreement, each Party will be responsible for its own fees, expenses and other costs incurred in connection with carrying out its obligations under this Agreement.

16. TIME

16.01 Time will be of the essence in this Agreement.

17. FURTHER ACTS

17.01 The Parties will do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each of the Parties will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party to cure any defect in the execution and/or delivery of this Agreement.

18. JURISDICTION

18.01 The validity, interpretation, and enforcement of this Agreement will be governed by the laws of New Brunswick and where applicable, any federal laws of Canada.

19. RIGHT TO INFORMATION AND PROTECTION OF PRIVACY ACT

19.01 it is understood that both Parties are subject to the *Right to Information and Protection of Privacy Act* ("**Act**"). Each Party agrees to give notice to the other Party of any application made under the Act for access to information and/or documentation related to this Agreement and will provide the other Party with notification of its intention to release any such information and/or documentation.

20. FORCE MAJEURE

20.01 Notwithstanding anything contained in this Agreement, if DTI or CoF is, in good faith, delayed or prevented from doing anything required by this Agreement because of an Event of Force Majeure (as defined below) and claims that an Event of Force Majeure is occurring or has occurred and reasonably establishes that fact, then the performance of the obligation will be deemed to be suspended provided always that:

(a) the non performing Party will give notice to the other Party as soon as possible after the Event of Force Majeure is known to the non performing Party, and in any event not later than 24 hours after the time when the Event of Force Majeure is known to the non performing Party;

(b) the non performing Party will make reasonable efforts to counter the Event of Force Majeure or to otherwise remedy its inability to perform its obligations by utilizing all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if the same are reasonably available (including seeking injunctive relief or other judicial, quasi-judicial or law enforcement remedy, provided that the non-performing Party will not be required to settle or resolve any labour disturbance, strike, lock-out, or work slowdown (collectively "**Employment Matters**") but excluding any Employment Matters involving persons retained, employed or hired by CoF to supply materials or services to meet CoF's obligations under this Agreement; or any Employment Matter caused by, or attributable to, any act (including any pricing or other practice or method of operation) or omission of CoF;

(c) the non performing Party will resume promptly the performance and observance of its obligations after cessation of the Event of Force Majeure; and

(d) neither Party will be entitled to compensation for any inconvenience, nuisance or discomfort or damage including: standby costs, rental charges, interest charges, corporate

overhead and mobilization or demobilization costs occasioned by the Event of Force Majeure and will not be entitled to terminate this Agreement.

“**Event of Force Majeure**” means in relation to the performance of any obligations under this Agreement, any cause, event or circumstance (but excluding: (i) insolvency, (ii) lack of funds or other financial cause; (iii) the negligence or wilful misconduct of the non-performing Party including those for whom it is responsible at law; and (iv) any act or omission of the non-performing Party including those for whom it is responsible at law) which is unavoidable or beyond the reasonable control of the Party responsible for performance of such obligation which prevents in whole or in part the performance by that Party of its respective obligations under this Agreement, including without limitation, natural disasters (but excluding weather conditions that are ordinarily or customarily encountered or experienced), epidemics or pandemics (provincial epidemic as identified by the chief medical officer for the Province of New Brunswick; extra-provincial epidemic as identified by a provincial chief medical officer; or extra-Canadian epidemic or pandemic as identified by the World Health Organization), quarantine restrictions, Employment Matters (as defined and limited above), wars, act of public enemy, stop work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo.

20.02 COVID-19

The Parties acknowledge that the obligations of each Party from time to time to meet certain terms and conditions of this Agreement may be impeded by the COVID-19 pandemic and related issues. The Parties agree to act in good faith by making all reasonable accommodations as the circumstances of the pandemic may require and each Party will exercise reasonable efforts to comply with this Agreement notwithstanding the effect of the pandemic. No Party will require or encourage any person acting on its behalf to violate the terms of any public health directive or to perform any act which would place such person at a material risk of contracting the COVID-19 virus.

21. SECTIONS AND HEADINGS

21.01 The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement.

22. DISPUTE RESOLUTION

22.01 If the Parties should have a dispute with respect to this Agreement, they will first attempt to resolve such dispute through the Project Team. If the Parties are unable to resolve the dispute in this manner within a reasonable time, then any dispute between the Parties as to any matter arising under this Agreement may be made by referring the dispute to the individuals noted under Part 6-“Notice”. In the event the dispute is not resolved at that level within a reasonable time, the dispute will be referred to a single arbitrator to be jointly appointed by the Parties hereto or to be selected by a Judge of the Court of Queen's Bench of New Brunswick on application of the Parties. Such arbitration will be conducted pursuant to the *Arbitration Act* of New Brunswick. It is further agreed that cost of such arbitration will be borne equally by both Parties.

23. ENUREMENT AND BINDING EFFECT

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS THAT:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

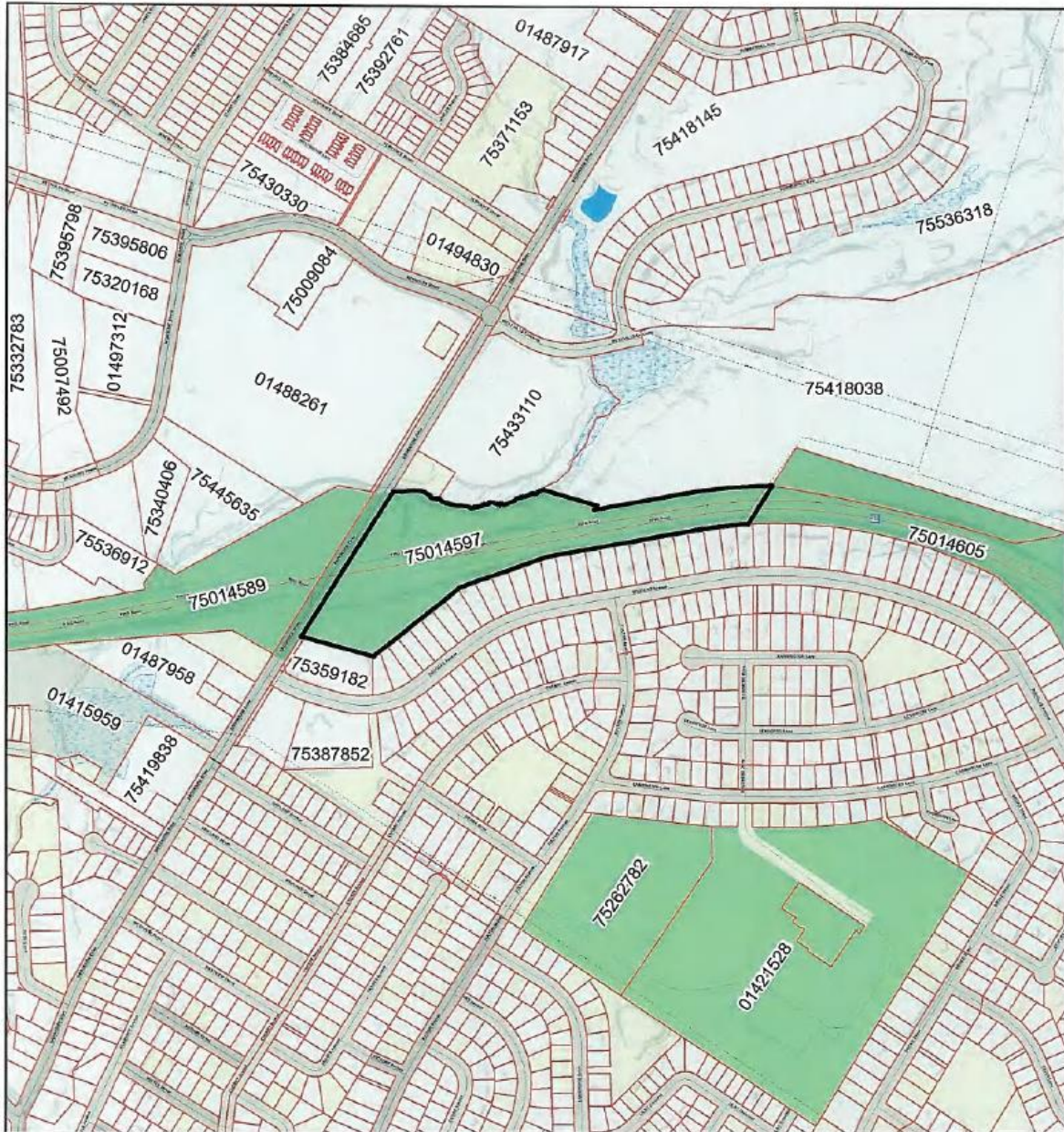
SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
June, 2022.)
)
)
)
)
_____)
A Commissioner of Oaths)
Being a Solicitor)
)

Jennifer Lawson

SCHEDULE A

Service New Brunswick

Service Nouveau-Brunswick



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Date: 2022/03/28 14:51:32

**SCHEDULE B
(From of Assignment)**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement made as of this ___ day of June, 2022.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of New Brunswick, as represented by the Minister of Transportation and Infrastructure
("DTI");

and

THE CITY of FREDERICTON, a local government by virtue of the *Local Governance Act*, SNB 2017, c-17, by having its head office at 397 Queen Street, Fredericton, New Brunswick ("CoF").

and

KDB ENGINEERS/CONTRACTORS INC. a New Brunswick corporation having its registered office located at 570 Queen Street suite 600, Fredericton, NB E3B 5A6 ("KDB")

(each a "Party" and collectively "Parties")

BACKGROUND:

- A. On May __, 2022 following the tender process, DTI awarded contract 22-0247 to KDB (the "**Contract**") for the Route 105 Brookside Drive Roundabout which Contract includes Schedule M (Sanitary Sewer System) including the work on Drawing 41;
- B. As per the terms of the Contract (and its tender) and the June __, 2022 Sewer Upgrade and Assignment Agreement between DTI and CoF, DTI is required to assign Schedule M and Drawing 41 under the Contract to CoF;
- C. DTI now wishes to assign to CoF, and CoF wishes to assume, all of DTI's rights and interests in, and obligations under, the Contract as they pertain to Schedule M and Drawing 41; and
- D. KDB acknowledges this assignment from DTI to CoF.

IN CONSIDERATION of the mutual covenants and agreements recorded in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Effective immediately, DTI assigns to CoF and CoF assumes all of DTI's rights, benefits, advantages and obligations under the Contract in respect of, relating to or arising out of Schedule M (Sanitary Sewer System) and Drawing 41, as if CoF was named as the Owner under such Contract (the "**Assigned Terms**").
2. CoF accepts this assignment and covenants and agrees with DTI and KDB to duly perform and fulfill all the applicable terms and conditions of the Assigned Terms.
3. KDB acknowledges the assignment from DTI to CoF and will recognize CoF as the Owner under the Contract as it pertains to the Assigned Terms.
4. KDB releases DTI from: (i) all obligations under the Assigned Terms; and (ii) any liability for any breach or default of the Assigned Terms by CoF.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and which together will constitute one complete agreement. Signatures delivered by electronic means will be deemed for all purposes to be original counterparts of this Agreement.
6. This Agreement will be governed by and construed in accordance with the laws of the Province of New Brunswick and the applicable laws of Canada.
7. This Agreement will have effect to the benefit of, and will be binding on, the Parties and their respective successors.

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IS INTENTIONALLY LEFT BLANK**

**PROVINCE OF NEW BRUNSWICK
COUNTY OF YORK**

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS THAT:**

4. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
5. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
6. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
June, 2022.)
)
)
)
)
_____)
A Commissioner of Oaths)
Being a Solicitor)
)

Jennifer Lawson

PROVINCE OF NEW BRUNSWICK

COUNTY OF [insert]

AFFIDAVIT OF CORPORATE EXECUTION

I, _____, of _____, in the County of _____, in the Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the President of **KDB ENGINEERS/CONTRACTORS INC.** (the “Corporation”) and have a personal knowledge of the matters and things herein deposed to and have authority to make this Affidavit on behalf of the Corporation.
2. That the President is the authorized signing officer to execute documents in the name and on behalf of the Corporation.
3. That the signature "_____" affixed to the foregoing document is my signature and is in the proper handwriting of me this deponent as President of the Corporation.
4. That the Corporation has no seal.
5. This document was so executed by the Corporation as of the ____ day of _____, 2022 as and for its act and deed for the uses and purposes therein expressed and contained.

SWORN TO at the City of _____)
_____ in the County of _____)
_____ and Province of New Brunswick)
this _____ day of _____, 2022)

BEFORE ME: _____)
_____)
_____)
_____)
A Commissioner of Oaths)
Being a Solicitor)
