

**SCHEDULE 2
BLUENOSE II RESTORATION
BUILDER'S FINANCIAL GUARANTEE**

THIS INSTRUMENT made this day of June, 2010.

BETWEEN:

LUNENBURG SHIPYARD ALLIANCE LIMITED (hereinafter the "Builder")

- and -

**LUNENBURG FOUNDRY AND ENGINEERING LIMITED ("LFEL"),
LUNENBURG COUNTY SHIPWRIGHTS INC. ("LCSI") and SNYDER'S
SHIPYARD LIMITED ("SSL")** (hereinafter individually or collectively the
"Guarantors")

- and -

HER MAJESTY THE QUEEN in right the Province of Nova Scotia, as
represented by the Minister of Tourism, Culture and Heritage (hereinafter the
"Minister")

WHEREAS:

1. The Minister is entering into a Contract regarding work to be done on a vessel known as the "Bluenose II", and pursuant to that Contract the Builder owes Obligations to the Minister;
2. It is a condition precedent to the Minister's execution of the Contract that the Guarantors execute this Instrument in favour of the Minister, and the Guarantors have agreed to do so;
3. The Guarantors have agreed to provide to the Minister joint and severable and irrevocable guarantee of the performance by the Builder of the Obligations;

WITNESSETH that in consideration of the premises and of the covenants and agreements herein contained, the sum of \$1.00 now paid by the Minister to the Guarantors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as herein set out.

1. In this Instrument:
 - (a) "Builder" means Lunenburg Shipyard Alliance Limited and its heirs, executors, administrators, successors, and permitted assigns;
 - (b) "Contract" means a certain shipbuilding contract made the 2nd day of July, 2010 between the Builder and the Minister;
 - (c) "Guarantors" means, individually or collectively, any one of LFEL, LCSI and SSL, jointly and severally;

- (d) "Instrument" means this Builder's Financial Guarantee;
 - (e) "Obligations" means each and every responsibility, duty, liability and obligation of the Builder to the Minister pursuant to the Contract.
2. The Guarantors agree they, and each of them, are jointly and severably held and firmly bound unto the Minister, and his successors, heirs, executors, administrators, successors, or assigns, for performance of the Obligations;
 3. It is a condition of this Instrument that if the Builder shall at all times well and fully perform and observe all of the covenants, agreements terms and conditions of the Contract and in such event this Obligation shall be void, but otherwise it shall remain in full force and effect.
 4. Whenever the Builder shall be, and declared by the Minister to be, in default under the Contract, the Guarantors shall:
 - (a) if the work is not taken out of the Builder's hands, remedy the default of the Builder;
 - (b) if the work is taken out of the Builder's hands and the Minister directs the Guarantors to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work;
 - (i) it shall be between the Guarantors and the completing Contractor; and
 - (ii) the selection of the completing Contractor shall be subject to the approval of the Minister;
 - (c) if the work is taken out of the Builder's hands and the Minister, after reasonable notice to the Guarantors, does not direct the Guarantors to undertake the completion of the work, the Guarantor's agree to assume the financial responsibility for the cost of completion in excess of the moneys available to the Minister under the Contract;
 - (d) be liable for and pay all the excess costs of completion for the Contract; and

not be entitled to any Contract moneys earned by the Builder up to the date of his default on the Contract and any holdbacks relating to the earned Contract moneys held by the Minister, and the liability of the Guarantors under this Instrument shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Minister, any Contract moneys earned by the Builder or holdbacks related thereto held by the Minister may be paid to the Guarantors by Minister.

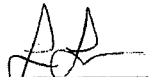
5. The parties agree that the Minister may grant to the Builder, in the Minister's sole discretion, time, extensions, indulgences and/or waivers of breaches of or in respect of any of the Obligations, and may deal with the Builder in such manner as the Minister shall see fit from time to time, the whole without in any way releasing, lessening or otherwise affecting the liability of the Guarantors under this Instrument.
6. The parties agree that the Minister shall not be bound to exhaust recourse against the Builder pursuant to the Contract before being entitled to enforce the Minister's rights hereunder, PROVIDED HOWEVER that the Minister shall not take steps to enforce rights hereunder unless the Builder has failed on demand to perform the Obligation which the Minister requires the Guarantors to perform, or, in the reasonable opinion of the Minister, there is risk that the Builder will refuse or will be unable to perform that Obligation upon demand.
7. No Guarantors shall be entitled to claim, as against the Minister, any set-off or counterclaim which may exist as between that Guarantors and the Builder.
8. Upon, but not before, performance by the Builder of all of the Obligations, the Minister shall, on request therefore by the Guarantors or any of them, release and discharge this instrument at the expense of the Guarantors.
9. In the event that the Minister intends to require performance by any Guarantors of any of the Obligations, the following shall govern:
 - (a) The Minister shall serve written notice on each of the Guarantors of the Obligation of which the Minister demands performance, and by which Guarantors or combination of the Guarantors are then obligated to perform on the following date set forth in 9(c);
 - (b) The Guarantors shall have ten (10) business days in which to procure or arrange performance of that Obligation by the Builder, during which time the Minister shall take no further action pursuant to this Instrument; and
 - (c) If upon expiry of the ten (10) business days period the Obligation has not been performed to the satisfaction of the Minister, acting reasonably, the Guarantor or Guarantors identified in the Notice shall perform the Obligation stipulated in the Notice.
10. This Instrument shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.
11. In the event of any disagreement or dispute arising under this Instrument, the Guarantors and the Minister agree that they shall make all reasonable efforts to resolve any dispute that arises by amicable negotiation and each shall provide to the other, on a without prejudice basis, timely disclosure of relevant facts, information and documents (except such documentation and information that is subject to legal privilege), as may be required or reasonably requested by the other to facilitate the resolution of a dispute.
12. The Guarantors hereby waive notice of acceptance of this Instrument.

13. The Instrument shall enure to the benefit of and be binding upon each of the parties hereto, and each of their respective successors and assigns.
14. No failure on the part of the Minister to exercise, and no delay in exercising, any right under this Instrument shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude the further exercise thereof or the exercise of other rights.
15. All notices under this Agreement shall be deemed duly given; upon delivery, if delivered by courier or facsimile transmission on the date of delivery, to a party hereto at the address set forth herein or to such other address as designated by a party by notice pursuant hereto.

To Minister:	Address:	<u>1747 Summer Street</u> <u>Halifax, NS B3H 3A6</u>
	Fax:	<u></u>
	ATTENTION:	<u>Mr. William Greenlaw, Executive Director</u>
To Builder:	Address:	<u>53 Falkland Street</u> <u>Lunenburg, NS B0J 2C0</u>
	Fax:	<u>902-634-8886</u>
	ATTENTION:	<u>Peter J. Kinley</u>
To LFEL:	Address:	<u>53 Falkland Street</u> <u>Lunenburg, NS B0J 2C0</u>
	Fax:	<u>902-634-8886</u>
	ATTENTION:	<u>Peter J. Kinley</u>
To LCSi:	Address:	<u>107 Montague Street</u> <u>Lunenburg, NS B0J 2C0</u>
	Fax:	<u>902-482-4238</u>
	ATTENTION:	<u>Mr. Al Hutchinson</u>
To SSL:	Address :	<u>13617 Highway 3</u> <u>Dayspring, NS B4V 5P2</u>
	Fax:	<u>902-543-1951</u>
	ATTENTION:	<u>Mr. Philip Snyder</u>

IN WITNESS WHEREOF the Parties have executed this Instrument the day and year first above written.

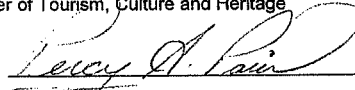
SIGNED, SEALED AND DELIVERED
in the presence of:



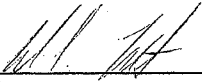
Witness

) HER MAJESTY THE QUEEN in right the
) Province of Nova Scotia, as represented by the
) Minister of Tourism, Culture and Heritage

) Per:

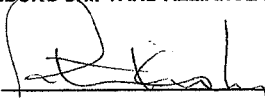


Percy A. Rain

Witness 

) LUNENBURG SHIPYARD ALLIANCE LIMITED
)


Per:

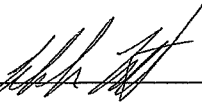


Witness 

) LUNENBURG FOUNDRY AND ENGINEERING
)


Per:

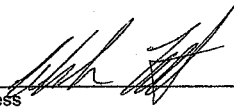


Witness 

) LUNENBURG COUNTY SHIPWRIGHTS INC.
)

Per:



Witness 

) SNYDER'S SHIPYARD LIMITED
)

Per:



Schedule 3
Bluenose II Restoration
Insurance Coverages

Subject always to the actual policy wording and conditions, coverage is summarized as follows:

PROVISIONAL PERIOD

June 24, 2010 to June 24, 2012 but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

INSURED VALUE

Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost whichever is the greater, of the subject-matter of this insurance shall be the insured value (provisional value \$15,000,000). Premium is adjustable at end of contract, 0.315% on final value plus 0.0315% per month. Deposit premium of \$160,650.00.

The subject matter is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

DEDUCTIBLE

\$50,000 each separate accident or occurrence

PERILS

This insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance. In no case shall this insurance cover the cost of renewing faulty welds.

FAULTY DESIGN

This insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

COLLISION LIABILITY

The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages where such payment by the Assured is in consequence of the vessel hereby insured coming into collision with any other vessel.

PROTECTION AND INDEMNITY

The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the vessel, for any claim, demand, damages and/or expenses.

LIMIT OF LIABILITY

The limit of liability under P&I and Collision is \$15,000,000.

STRIKES

Damage, liability or expense caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions any terrorist or any person acting from a political motive.

MALICIOUS ACTS

Damage, liability or expense from the detonation of an explosive any weapon of war and caused by any person, acting maliciously or from a political motive.

WAR EXCLUSION

NUCLEAR EXCLUSION

NAVIGATION

With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded. Any movement of the vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters

NAMED INSURED

Her Majesty the Queen in right of the Province of Nova Scotia as represented by the Minister of
Tourism, Culture and Heritage
Lunenburg Shipyard Alliance Limited
Lunenburg County Shipwrights Inc.
Snyders Shipyard Limited
Lunenburg Foundry and Engineering Limited

Schedule 4
Bluenose II Restoration
List of Minister Furnished Equipment (MFE)

SPARS

Bow Sprit
Jumbo Boom
Foremast
Fore Topmast
Fore Boom
Fore Gaff
Mainmast
Main Topmast
Main Boom
Main Gaff

SAILS

Jib Topsail
Jib
Jumbo
Fore Sail
Fore Gaff-Topsail
Fisherman's Staysail
Main Sail
Main Gaff-Topsail

SHROUDS & STAYS

Bob Stay, upper
Bob Stay, lower
Shrouds
Jib Topsail Stay
Jib Stay
Fore Stay
Jumper Stay
Fore Topmast Counter Stay
Main Topmast Stay
Foremast Shrouds
Fore Topmast Shrouds
Fore Outtrigger
Fore Running Backstays
Mainmast Shrouds
Main Topmast Shrouds
Main Outtrigger
Main Running Backstays

BLOCKS - MAINSAIL

Main Throat, 3 double, 1 single
Main Peak, 1 double, 2 single
Main Gaff, 3 single
Main Sheet, 1 triple, 1 double
Main Sheet Leader, 1
Main Boom Tackle, 1D, 1S
Quarter Tackle, 2D, 2S
Main Boom & Lift, 1D, 1S
Gaff Topsail Halyard, 2S
Gaff Topsail Sheet, 2S
Gaff Topsail Clewline, 2S
Slinglift, 2D, 2S
Backstay, 2D, 2S
Main Peak Purchase, 1D, 1S
Main Throat Purchase, 1D, 1S
Main Staysail Halyard, 1D, 2S
Main Peak Downhaul, 1S

BLOCKS - FORESAIL

Fore Throat, 1 triple, 1 double
Fore Peak, 1 double, 1 single
Fore Gaff, 2 singles
Fore Sheet, 2 doubles
Fore Sheet Leader, 1 single
Fore Boom Tackle, 1D, 1S
Fore Topsail Halyard, 2S
Fore Topsail Clewline, 1S
Fore Staysail Halyard, 1S
Fore Peak Purchase, 1D, 1S
Fore Throat Purchase, 1D, 1S
Fore Boom Lift, 2 singles
Leading Block for Throat, 2S
Fore Boom End Lift Pennant
Main Boom For'd Lifts
Main Boom Aft Lifts
Main Boom End Lift
Gaff Bridles

JIB, JUMBO & JIB TOPSAIL

Jumbo Halyard, 3 single
Jumbo Sheet, 1 double, 1S
Jumbo Lift, 3 singles
Jumbo Purchase, 2 singles
Jib Halyard, 3 singles
Jib Purchase, 2 singles
Jib Sheets, 2 singles
Jib Topsail Halyards, 2 singles
Jib & Jumbo Downhaul, 2S

MISCELLANEOUS RIGGING

Dead Eyes, 32 x 7"
Dead Eyes, 8 x 5.5"
Mast Hoops, 36 x 24"
Mast Hoops, 24 x 13"
Jib Hanks, 36
Patent Snap Hooks, 24
Belaying Pins, 20
Brass Fairleads, 2
Bullseyes, 2
Fairleaders for rigging, 2
Fairleaders for Jibs, 2
Topmast Balls & Trucks, 2
Snatch Blocks, 4

BELOW DECKS

Pictures & Plaques
Flat screen TV
Ice maker
Hand tools, all
Safe
Safety & FFA appliances
Radars
Radios
Navigational electronics
Batteries, all

MAIN DECK

Anchors & chain
Anchor davits & parts
Windlass
All lines, hawsers & fenders
Fo'c'sle hatch & hardware
Gangways and steps
Deck vents
Engine room hatch & hardware
Mainmast fife rail
Fore boom buffer
Liferafts, cradles & straps
Steering Gear & hardware
Main boom buffer
Port holes
Ship's wheel
Flag pole
Hawsepipes, chocks, cleats

Schedule 5
Bluenose II Restoration
Personal Information International Disclosure Protection Act

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the Minister entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to the Minister that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the Minister in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of the Minister is protected at all times from unauthorized access or disclosure and shall confirm in writing to the Minister, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by the Minister from time to time to protect the personal information that the Supplier collects or uses on behalf of the Minister. The Minister shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to the Minister is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to the Minister under the Agreement.

The Supplier expressly confirms that the laws of the Province of Nova Scotia shall apply to its obligations as a service provider to the Minister, notwithstanding the laws or the order of any court outside Canada.

Schedule 6 Bluenose II Restoration Change Order Request

Tender #:

Project **Bluenose 2 Restoration**

COR # **001**

To: **Province of Nova Scotia
c/o MHPM Project Managers**

Description of Proposed Change

Price Quote:

Schedule Impact:

Notes / List of Attachments

Builder:

Per: _____ **Date:** _____

Department of Tourism, Culture and Heritage:

Per: _____ **Date:** _____

Schedule 7
Bluenose II Restoration
Milestone Payment Schedule

	Total		
	Construction	Less MFE	LSA Contract
Mobilization			
Insurance			
Site development			
Deconstruction			
Centreline structure			
Frames and floors			s.21(a)(ii)
			s.21(b)
			s.21(c)(iii)
Tracem frame			
Keeelson			
Ceiling, clamp & shelf			
Exterior planking			
Hull Paint			
Stations, bits, knightheads			

Deck beams & carlines

Hanging and lodging knees

Deck

Bulwarks

s.21(a)(ii)

Rudder

s.21(b)

Watertight bulkheads

s.21(c)(iii)

Hatches and deckhouses

Launch

Ballast

Tanks

Cabin sole

Interior

Fire suppression

Piping and plumbing

Propulsion & generators

s.21(a)(ii)

Electrical

s.21(b)

s.21(c)(iii)

Ventilation

Galley

Hardware & equipment

Rig

Owner's acceptance

12,455,777

Note: *Materials on site means materials clearly marked for the Bluenose II project and delivered to the LSA construction site or to the facilities of Covey Island Boatworks, Snyders Shipyard or Lunenburg Foundry*

Schedule 8
Bluenose II Restoration
List of Major Subcontractors

Lunenburg County Shipwrights Inc.
107 Montague Street
PO Box 1539
Lunenburg
Nova Scotia
B0J 2C0
phone: 902-640-3064
fax: 902-482-4238
e-mail: communications@coveyisland.com

Snyders Shipyard Limited
13617 Hwy 3
Dayspring
Nova Scotia
B4V 5P2
phone: 902-543-8323
fax: 902-543-1951
e-mail: snydersshipyard@eastlink.ca

Lunenburg Foundry and Engineering Limited
53 Falkland Street
PO Box 1240
Lunenburg
Nova Scotia
B0J 2C0
phone: 902-634-8827
fax: 902-634-8886
e-mail: pjkinley@lunenburgfoundry.com

Schedule 9

Nova Scotia Minister of Tourism, Culture and Heritage (the "Minister")

- and -

The Builder

BLUENOSE II RESTORATION PROJECT

TENDER OF DELIVERY

PURSUANT TO a Shipbuilding Contract made between the Minister and the Builder on the ____ day of June, 2010 (the "Contract"), the Builder has completed the Works in accordance with the Contract subject only to the exceptions and qualifications noted below, and the Builder has tendered and the Minister has accepted Delivery of the Vessel in accordance therewith.

NOW THEREFORE the parties acknowledge and agree as follows.

SECTION 1: MUTUAL ACKNOWLEDGEMENTS

- 1.1 The Minister and the Builder each acknowledge and agree as follows:
- 1.1.1 The Builder has made Delivery of the Vessel to the Minister, and the Minister has accepted Delivery of the Vessel, at Lunenburg, Nova Scotia at ____ hours, local time, on the ____ day of _____, 20__;
 - 1.1.2 That the requirements set out in Clause 12.3 of the Contract have been complied with;
 - 1.1.3 The Minister acknowledges completion by the Builder of the Works in accordance with the requirements of the Contract Documents and the Regulatory Bodies, and correction of all defects therein to the satisfaction of the Inspector, subject only to Minor Items as set out in Schedule "A" attached hereto;
 - 1.1.4 The Minister acknowledges receipt of all certificates, documents and protocols referred to in Clause 12.2 of the Contract, of all manufacturers' and other warranty documents deliverable by the Builder to the Minister, and of all documents, certificates, plans and information to be provided by the Builder pursuant to the Contract;
 - 1.1.5 The Builder and the Minister acknowledge that the Contract Price has been adjusted in accordance with the terms of the Contract, subject only to outstanding items in dispute as set out in Schedule "B" attached hereto; and
 - 1.1.6 The Builder acknowledges receipt in full of the Contract Price, subject only to retentions by the Minister in respect thereof as set out in Schedule "C" attached hereto.

SECTION 2: ASSURANCES OF THE BUILDER

2.1 The Builder covenants with and warrants to the Minister as follows:

2.1.1 The Vessel is free and clear of all liens, claims, security interests and encumbrances arising from the performance of the Work; and

2.1.2 No liens are or have been filed, pending or threatened against the Vessel.

SECTION 3: SURVIVAL OF CONTRACT

3.1 The Parties mutually covenant and agree that nothing contained herein shall release or affect the entitlements and obligations of the parties pursuant to the Contract, all of which shall remain in full force and effect until completely performed.

SECTION 4: GENERAL

4.1 Capitalized terms in this Tender of Delivery shall have the same meanings as in the Contract.

4.2 This Tender of Delivery shall be governed by the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have duly executed this Tender of Delivery this _____ day of _____, 20__

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Witness

HER MAJESTY THE QUEEN in right
of the Province of Nova Scotia, as
represented by the Minister of Tourism,
Culture and Heritage

Per: _____
Name: Name
Title: Title

The Builder

Per: _____
Name: Name
Title: Title

Schedule 10



STATUTORY DECLARATION
Standard Construction Document

To be declared by the Contractor as prerequisite to payment for either (apply check mark (✓) below as appropriate):

- ☐ first Contract progress payment (declaration of paragraphs 1. and 2. below only)
☐ second and subsequent Contract progress payments; or
☐ release of retained hold-back monies pursuant to the Nova Scotia Builders' Lien Act

The Contractor understands that the making of a false, or fraudulent declaration is a contravention of the Criminal Code of Canada, and carries, upon conviction, penalties including fines, or imprisonment or both.

Upon the latest Certificate for Payment number _____, the Contractor acknowledges receipt of a payment in the amount of \$ _____ on the _____ day of _____, in the year 20 _____.

IN THE MATTER OF THE CONTRACT

Between Her Majesty the Queen, in Right of Her Province of Nova Scotia, and _____ (Name of Contractor)
 for the Contract titled _____ (Contract Name), and Tender numbered _____, situate
 in the City/Town/Village of _____, in the County of _____, Nova Scotia.
 I, _____, of the City/Town/Village of _____ in the County of _____
 in the _____ (Declarant's Name)
 Province of _____,

DO SOLEMNLY DECLARE THAT:

I am _____ of _____, the Contractor named in the abovementioned Contract, and as such
 (Declarant's Title) (Contractor's Name)
 have authority to bind the Contractor, and have personal knowledge of the facts declared herein including that:

1. The Contract Environmental Protection Plan for the Place of the Work is revised to current conditions, and has been fully complied with in accordance with Contract requirements and the Nova Scotia Environment Act ,
2. The Contract Occupational Health & Safety Plan for the Place of the Work is revised to current conditions, and has been fully complied with in accordance with Contract requirements, the Nova Scotia Occupational Health and Safety Act and consistent with details noted below.

(The following occupational health & safety activities at the Place of the Work were conducted by the Contractor during the period covered by this declaration and include activities of all Sub-Contractors. Activities include all matters prescribed by the Nova Scotia Occupational Health and Safety Act and Regulations and the Contract Occupational Health & Safety Plan. Mark the applicable number of occurrences in the spaces provided below: (List all new Sub-Contractors on the Place of the Work on attached list)

- # _____ Sub-Contractors worked at the Place of the Work this period
 # _____ OH&S orientations performed this period
 # _____ toolbox meetings conducted this period
 # _____ safety meetings conducted this period
 # _____ JOHS Committee meetings held this period
 # _____ Sub-Contractor OH&S plans submitted and approved this period
 # _____ formal written OH&S inspections undertaken this period
 # _____ warnings issued to employees or Sub-Contractors this period
 # _____ other, explain _____

Apply a check mark (✓) below to that which applies. (choose one only)

- ☐ All conditions and activities at the Place of the Work during this period, for which the Contractor is in any way responsible, were found to be in full compliance with the Nova Scotia Occupational Health & Safety Act & its Regulations.
- ☐ One, or more activities at the Place of the Work during this period were found to be noncompliant with the Nova Scotia Occupational Health & Safety Act & its Regulations, but were adequately corrected before the date of this declaration. Attach a detailed summary of the particulars and circumstances of each infraction of the Nova Scotia Occupational Health & Safety Act and its Regulations as well as the mitigative measures adopted.
- ☐ One, or more activities at the Place of the Work during this period were found to be noncompliant with the Nova Scotia Occupational Health & Safety Act and its Regulations, and were not adequately corrected before the date of this declaration. Attach a detailed summary of the particulars and circumstances of each infraction of the Nova Scotia Occupational Health & Safety Act & its Regulations as well as an explanation of why appropriate mitigative measures were not adopted.)

Statutory Declaration

Accompanying Certificate No.: _____

Page 2 of 2

3. all financial accounts for labour, Sub-contracts, Products, material supplies, equipment, construction machinery, taxes, duties, tariffs and all other indebtedness' which may have been incurred by the *Contractor* in the performance of the *Work*, and for which the *Contracting Authority* might in any way be held responsible or liable, have been paid in full as required by the *Contract* up to and including the latest progress payment received, as identified above except:
- hold-back monies properly retained in the amount of \$ _____ "
 - payments deferred by mutual agreement in the amount of \$ _____, or
 - monies withheld by reason of legitimate dispute in the amount of \$ _____, where such disputes have been identified to the party, or parties in dispute by way of formal written notice of claim. (if nil above, state "Nil") A detailed explanatory statement of all amounts owing, but unpaid, including any amounts in dispute is attached hereto and forms part of this Statutory Declaration.

I make this **SOLEMN DECLARATION** conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*.

(Signature of Declarant)

(Print Name of Declarant)

DECLARED before me in the City¹⁾/Town¹⁾/Village¹⁾ of _____ in the County of _____, Nova Scotia, this _____ day of _____, 20_____.

(Signature of Person Before Whom the Declaration Is Made)

(Print Name of Person Before Whom the Declaration Is Made)

NOTICE: IF THIS DECLARATION IS NOT COMPLETE IN EVERY DETAIL, IT WILL BE RETURNED FOR COMPLETION AND PAYMENT WILL BE DELAYED.

END NOTES

1. *Strike out the term that does not apply.*
2. *This declaration is made by the sole proprietor where the Contractor is a sole proprietorship. Where the Contractor is a partnership, this declaration is made by one of the registered partners. Where the Contractor is a corporation, this declaration is made by either the President, a Vice President, the Secretary, the Treasurer, a Director, or such other authorized individual of the incorporated company, provided that two copies of the By-Laws which confirm the individual's authority to execute documents is issued under the Corporation seal, and accompanies the first Statutory Declaration for this Contract.*
3. *Other indebtedness shall mean only such debts incurred by the Contractor to the Contractor to persons in privity of contract with him, debts arising out of a statutory requirements, and in the case of the Contractor's workers any debt arising out of a collective bargaining agreements, legislation applying to workers' compensation, unemployment insurance, and minimum wage standards where applicable.*
4. *The person before whom the declaration is made shall be a Commissioner for Oaths, Notary Public, Justice of the Peace, or other person authorized to certify oaths. Provide authority for receiving Declarations and affix Seal, expiration dates, etc.)*

Schedule 11
Bluenose II Restoration
List of Itemized prices

Any one or more of the following itemized price changes may be applied to the Contract Price by Change Order issued by the Minister and delivered to the Builder on or before the dates noted

	Item	Extra (Credit)	Latest date for Change Order
1.	Insurance premiums higher or lower than \$100,000 allowance	s.21(a)(ii) s.21(b) s.21(c)(iii)	
2.	Change framing from 10" x 10" single at 27" c/c to 6" x 8" double at 27" c/c or vice versa		9 July 2010
3.	Delete one service generator including fuel, cooling, exhaust and control panel		30 July 2010
4.	Change seawater cooling piping from galvanized to CuNi		30 July 2010
5.	Change firefighting piping from galvanized to CuNi		30 July 2010
6.	Change bilge pump piping from galvanized to CuNi		30 July 2010
7.	Change grey water tank discharge and vent from 304 stainless to galvanized		30 July 2010
8.	Change fresh water accumulator tank from CPV-20T to CPV-62T		30 July 2010
9.	Change from 10 point to 14 point alarm panel		30 July 2010
10.	Ballast more or less than 80 tons Add or subtract steel punchings Add or subtract concrete		1 August 2011

Schedule 12

NON DISCLOSURE and CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY

The Builder shall keep private, treat as being confidential, and not make public or divulge during as well as after the term on this Agreement, any information or material to which the Builder or staff becomes privy as a result of acting under this Agreement without having first obtained the Province's consent in writing.

The Builder undertakes and agrees not to make copies of and not to disclose to others any or all of the Confidential Information communicated to it hereunder, except as follows:

- (a) The Builder shall not be prevented from disclosing any or all of the Confidential Information to such of its officers and employees as are required by their duties to have knowledge thereof for the Proper Purpose or carry out its negotiations or participation with the Province in respect of the Proper Purpose, provided that such officers and employees shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of the Confidential Information.
- (b) With the prior written consent of the Province the Builder may disclose for the Proper Purposes such Confidential Information as is provided for in such consent to such of its professional advisers, consultants, insurers and subcontractors shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Confidential Information.

The Builder shall ensure that all copies or extracts of Confidential Information made by it shall bear the same form of legend, marking, stamp or other indication of ownership and/or confidentiality as the original received by it hereunder.

The Builder shall use all reasonable endeavors to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by all persons to whom it discloses or releases copies or extracts of the Confidential Information.

This Agreement shall apply to Confidential Information which may have been communicated by one party to the other prior to the date of this Agreement provided that it was communicated for the Proper Purpose.

This Agreement shall remain in force and shall continue thereafter until fully discharged through written instruction by the Province.

The Builder accepts and agrees that the Confidential Information disclosed or to be disclosed to it by the Province pursuant to this Agreement is, by its nature, valuable proprietary information, the misuse or unauthorized disclosure of which is likely to cause the Province considerable damage for which monetary compensation is likely to be inadequate and accordingly that, without prejudice to other rights and remedies, the Province is entitled to relief by way of injunction including interim injunction.

The Builder shall comply with the requirements set out in Schedule "A" (Personal Information ("P/I") Protection Schedule).

RIGHTS IN DATA

All research, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement and all copyrights, patents, trademarks, industrial designs and other property rights arising therefrom, are the sole property of the Minister, and are hereby assigned by the Builder to the Province, provided that the pre-existing intellectual property rights in materials and information belonging to the Supplier shall remain with the Supplier. The Builder also waives all claims to moral rights in respect of that which is assigned.

The Builder shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information, in whole or in part, without first having obtained written permission from the Province. The Province reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as the Province may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement.

The Builder shall ensure that the Province has all licenses required for any software that may be used pursuant to this Agreement.

The Builder hereby grants to the Province a non-exclusive license in perpetuity to use any computer software, designs or similar materials of a generic nature to which the Supplier holds copyright, and that may be included in any work product delivered to the Province under this Agreement.

Notwithstanding the above, the copyright to any computer software, designs or similar materials of a generic nature bearing the copyright of the Supplier that may be used in the performance of the Builder's services under this Agreement, or that may be included in any work product delivered to the Province, shall remain with the Builder. The Builder shall not claim a copyright to any material which is not legitimately the Supplier's work, and shall not claim a copyright to any work developed using the Province's funds or to any work which is unique to this Agreement. The Province may modify any such materials as required, so long as the Builder's original copyright notification is not deleted or changed. The Province shall not permit any party other than the Province of Nova Scotia to make use of such material without the permission of the Supplier.

SCHEDULE A
PERSONAL INFORMATION ("P/I") PROTECTION SCHEDULE

1. **DEFINITIONS.** In this Schedule,
 - (a) "Associate" shall have the same meaning as in PIIDPA;
 - (b) "P/I" shall have the same meaning as the term 'personal information' contained in FOIPOP except that for the purposes of this Schedule personal information shall be limited to personal information obtained, accessed or created by the Contractor as a result of and in relation to the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
 - (c) "FOIPOP" means *Freedom of Information and Protection of Privacy Act* (Nova Scotia), as amended from time to time;
 - (d) "PIIDPA" means the *Personal Information International Disclosure Protection Act* (Nova Scotia) as amended from time to time;
2. **PURPOSE.** The purpose of this Schedule is to provide contractual privacy protections for P/I for which the Province is responsible and to enable the Province to comply with its statutory obligations under FOIPOP and PIIDPA.
3. **COLLECTION OF P/I.** Unless the Province otherwise provides, the Contractor may only collect or create P/I that is necessary for the performance of the Contractor's obligations and the Contractor shall only collect P/I either from the Province or directly from the individual.
4. **PROTECTION OF P/I.** The Contractor shall protect P/I by taking reasonable security arrangements against privacy risks including tampering, theft, sabotage, unauthorized access and disposal. What constitutes reasonable security arrangements will be proportionate to the sensitivity and nature of the P/I. Medical and financial information are presumptively highly sensitive.
5. **STORAGE AND ACCESS TO P/I.** Unless the Province otherwise provides, the Contractor shall not permit P/I to be stored, copied or accessed, in any manner either outside of Canada or by a foreign or foreign controlled entity.
6. **RETENTION OF P/I.** Unless otherwise provided by the Province, the Contractor shall retain P/I only as long as is needed to perform its obligations. When no longer needed, the Contractor shall dispose of P/I in a secure manner protecting against privacy risks including theft, reconstruction, recovery or reconstitution in any manner.
7. **USE & DISCLOSURE OF P/I.** The Contractor may only use P/I for the purposes of performing its obligations under the Agreement, and only in accordance with this Schedule or the Agreement. The Contractor may only disclose P/I if the disclosure is necessary for the performance of the Contractor's obligations and is authorized by the Province. Unless otherwise provided by the Province, the Contractor shall not disclose P/I outside Canada, or to a foreign or foreign controlled entity.
8. **INSPECTION OF P/I.** in addition to any other rights of inspection or audit that the Province may have under the Agreement, the Province or an agent acting on its behalf may, at any reasonable time and on reasonable notice to the Contractor, audit and inspect the Contractor's handling, management and use of P/I and assess privacy risks associated with the Contractor.
9. **COMPLIANCE.** The Contractor certifies that it has reviewed the requirements of PIIDPA; that it has the unfettered right to comply with the terms of PIIDPA and this Schedule; that all P/I managed, accessed, collected, used, disclosed, retained, received, created or disposed of in connection with the Agreement shall be treated in accordance with the terms of this Schedule and the Agreement.

10. ASSOCIATES. With respect to the Associates:

- (a) Contractor shall take all commercially reasonable measures to ensure that its Associates comply with the obligations under this Schedule. The Contractor agrees and acknowledges that a breach of this Schedule by its Associates shall be treated as if the Contractor had committed the breach itself;
- (b) The Contractor shall ensure that its Associates have acknowledged and agreed to be bound by the terms of this Schedule. If requested the Contractor shall provide a certificate to that effect, in a form acceptable to the Province; and
- (c) At its option, the Province may require confidentiality & privacy agreements between it and any of the Associates of the Contractor, in a form acceptable to the Province.

11. NOTICE. The Contractor shall promptly notify the Province of any actual or attempted tampering, theft, sabotage of P/I, or unauthorized access, collection, use, disclosure or disposal of P/I.

12. FOREIGN ORDERS, DEMANDS ETC... The Contractor shall promptly notify the Province in writing of any request, demand, subpoena, warrant, order issued or used by a foreign authority or court, whether directly or indirectly, which is being made for the disclosure of P/I held by or accessible to the Contractor. Delivery of the notice shall be made by rush courier to the Minister and to the Attorney General of Nova Scotia, c/o Deputy Minister of Justice, Suite 400, 5151 Terminal Road PO Box 7, Halifax, Nova Scotia, Canada, B3J 2L6.

13. EFFECT OF NON-COMPLIANCE. The Parties agree:

- (a) that the disclosure of P/I without the prior and explicit written authorization of the Province shall constitute irreparable harm to the Province and that monetary relief alone for any such disclosure will not and cannot adequately compensate the Province;
- (b) that the Province shall be entitled to apply for equitable relief in connection with any breach of this Schedule, including a restraining order, injunctive relief, or specific performance as may be granted by any Court of competent jurisdiction to prevent or otherwise remedy any such expected or actual breach, and to enforce the terms and provisions of this Schedule. The Contractor agrees that it shall not oppose, defend against or otherwise resist or interfere with the Province's application to a Court of competent jurisdiction for equitable relief;
- (c) that the Contractor's obligations of data and privacy protection and confidentiality set out in this Schedule and the Agreement are fiduciary duties, and that the provisions of this Schedule are fair and reasonable in the commercial circumstances of the Agreement;
- (d) and acknowledge that the provisions of this Schedule are a promise that induced the Province to enter into the Agreement; and
- (e) that the remedies contained in this Schedule shall not be deemed to be the exclusive remedies for any breach of the Schedule, but shall be in addition to all other remedies available at law or equity.

14. TERMINATION. In addition to any other rights of termination which the Province may have under the Agreement or otherwise, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in any material respect. Notice shall be deemed to have been given on the day of delivery if delivered, on the day of faxing if faxed, or on the third business day following mailing if mailed.

- 15. RIGHTS IN P/I.** The Contractor acknowledges and agrees that any P/I it obtains or becomes aware of during the performance of its obligations under the Agreement does not nor shall become in any way property of Contractor, nor does the Contractor obtain any rights to use or own the P/I except as provided for in the Agreement including this Schedule. The Contractor solely has a license and permission to use and deal with such P/I only to the extent explicitly set out in or necessarily implied by the terms of the Agreement. The license to use and deal with such P/I shall terminate immediately upon the receipt of a request, demand or order issued or used by a foreign authority or foreign court which is being made for or will result in the disclosure of P/I held or accessible to Contractor; and any P/I it obtains or becomes aware of during the performance of its obligations under the Agreement shall be deemed to be in the custody and in the control of the Province.
- 16. SURVIVAL OF TERMS.** The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 17. CONFLICTING LAW.** If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of FOIPOP, PIIDPA, or an applicable order of a Canadian Court of competent jurisdiction, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict. The Contractor shall comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law or order of a court of any jurisdiction outside Canada.
- 18. HEADINGS.** The headings in this Schedule are for ease of reference only. The Parties do not intend for the headings to be taken into account in the construction or interpretation of any provision in this Schedule.
-

SCHEDULE 13- PROMOTION

The Builder and its Subcontractors listed in Schedule 8 shall, in accordance with this Contract have the right to engage in marketing and promotional activities respecting the Bluenose II Restoration Project. For greater certainty the Builder and its Subcontractors listed in Schedule 8 may, without infringing the Minister's IPR, use site signage, brochures, newsletters, web sites, paid advertising in print and broadcast media and interviews and articles in marine trade yachting and general interest media PROVIDED HOWEVER that the production by the Builder of printed, electronic or video materials concerning the project for sale to third parties shall require the Minister's prior written consent.

In engaging in promotional and/or marketing activities the Builder and its Subcontractors listed in Schedule 8 shall not, without the prior written consent of the Minister, attribute any comment and/or statement to the Province, the Federal Government, M H P M, or any of their officials.

The Builder and its Subcontractors listed in Schedule 8 shall notify the Minister in writing, prior to making or issuing any public statement respecting the Bluenose II Restoration Project.