

## SCHEDULE 15

### LETTER OF CREDIT REQUIREMENTS

#### 1. GENERAL

##### 1.1 Capitalized Terms

Capitalized terms used in this Schedule have the definitions as set out in the Agreement to Design and Build Anthony Henday Drive and Stony Plain Road/100 Avenue Interchange, City of Edmonton, Alberta, Canada (the “**DB Agreement**”) between Her Majesty the Queen in right of Alberta and the Contractor, as defined therein, unless expressed otherwise.

##### 1.2 DB Agreement Reference

This Schedule is referenced in sections 1.1 and 1.3 of the DB Agreement.

#### 2. GENERAL LETTER OF CREDIT REQUIREMENTS

##### 2.1 Actual Form and Substance

Unless otherwise approved in writing and in advance by the Province acting reasonably, all letters of credit must be in form and substance substantially the same as the form attached as Appendix 1 to this Schedule 15.

APPENDIX 1

(Form of Letter of Credit)

**Beneficiary:** Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation  
Alberta Transportation  
2nd Floor, Twin Atria Building  
4999-98 Avenue  
Edmonton, Alberta, Canada  
T6B 2X3

[Date]

[Name of Schedule I or II Bank]

[Name of Contractor]

1. We hereby authorize you to draw on [name of bank and branch address] for the account of [name of and address of Contractor] up to an aggregate amount \$ \_\_\_\_\_ ( \_\_\_\_\_ ) Canadian dollars.
2. Pursuant to the request of our customer, the said [name of Contractor], we, [name of bank], hereby establish and give you an Irrevocable Letter of Credit in your favour in the total amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) Canadian dollars in accordance with the Agreement to Design and Build Anthony Henday Drive and Stony Plain Road/100 Avenue Interchange, City of Edmonton, Alberta, Canada dated ●, 2009 entered into by Her Majesty the Queen in right of Alberta, as represented by the Minister of Transportation (“TRANS”) and [name of Contractor], as same may be amended and supplemented from time to time (the “DB Agreement”), which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without inquiring further whether you have a right as between yourself and our customer to make such demand, and without recognizing any claim of our said customer and, subject to paragraph 3 hereof, upon delivery of a written certificate of the Deputy Minister of TRANS certifying that TRANS is entitled to draw upon this Irrevocable Letter of Credit pursuant to the DB Agreement.
3. This Irrevocable Letter of Credit will continue until [insert a date that is no earlier than one year from the date of this Irrevocable Letter of Credit] and will expire at our counters on that date and you may call for payment of the full amount outstanding under this Irrevocable Letter of Credit at any time up to the close of business on that date should this Irrevocable Letter of Credit not be renewed.

Our Irrevocable Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 revision) International Chamber of Commerce Publication No. 600.

[Name of Bank]

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)