

GNWT Guidance on Acceptable Forms of Reclamation Security

Financial security is held by the GNWT to cover costs for reclamation and closure such that remediation does not become the liability of government or the public. The following guidance with respect to acceptable forms of reclamation security and related processes has been developed to support GNWT legislative authorities in considering acceptable forms of reclamation security. This guidance applies to all reclamation-related securities associated with regulatory instruments, dispositions, and environmental agreements which are provided by, or on behalf of, an operator for consideration of being accepted by and held by the GNWT. This guidance has been developed in alignment with and supports the GNWT Fiscal Responsibility Policy, 15.03.

For clarity, this guidance does not apply to reclamation security held by the Government of Canada or by Indigenous government landowners or to reclamation security that may have been accepted by the GNWT prior to this guidance document.

Criteria for Acceptable Forms of Security

Financial security, which can be used to ensure compliance with permits, licences and authorizations, and is estimated to cover reclamation and closure requirements, must be readily convertible to cash. Such security must have the following criteria:

- Subject to applicable legislation and due process, it must provide the GNWT with immediate, unconditional, unencumbered access up to the full amount of the security.
- It must retain its full value throughout the life of the project or land use that is being secured and, if applicable, beyond the life of said project.
- It must remain unavailable to the operator, and their creditors throughout the life of the project including in the event of insolvency.

Acceptable Forms of Reclamation and Closure Security

Securities must be provided in an acceptable form that meets all requirements set out in this guidance document and are limited to cash, irrevocable letters of credit, and surety bonds. Any combinations of acceptable forms can be provided upon posting¹ or at any point in the project to meet the requirements set out in this guidance.

The GNWT may also consider transfers between acceptable forms of security over the life of the project provided such transfers meet the requirements set out in this guidance. Factors that the GNWT will consider when determining such transfers will include, but are not limited to:

¹ Total security held must be at least equal the security determined to be required to cover the costs of remediation at that point in time.

- Quantum of security held and required and their associated forms
- Percentage of security held in liquid form as collateral
- Estimated final project liability as well as the financial capacity of the proponent

Cash

Cash is an acceptable form of security.

Cash security includes payments received as cash, cheque, money order, debit/visa card transaction or similar instruments.

When security is provided in the form of cash, it is held in trust by the GNWT. Cash held in trust with the GNWT may qualify for interest payments in accordance with the Financial Administration Manual IB 405.02.

Irrevocable Letters of Credit

An Irrevocable Letter of Credit from an acceptable financial institution in Canada is an acceptable form of security. In accordance with s. 125 of the *Financial Administration Act*, Irrevocable Letters of Credit must renew automatically and will not be term limited or expire.

The GNWT will only accept, and/or continue to hold, Irrevocable Letters of Credit from banks listed in Schedule I or II to the Bank Act consistent with s. 11(3)(d) of the *Waters Regulations* for water licences and s. 32(4)(d) of the *Mackenzie Valley Land Use Regulations* for land use permits.

All Irrevocable Letters of Credit must allow for full or partial draws which are to be at the absolute discretion of and on demand of the GNWT.

Irrevocable Letters of Credit must be consistent with the templates provided in Appendix A.

Surety Bonds

When security is held as a surety bond, the GNWT will require additional financial information from operators who do not publish financial information (i.e. companies that are not publicly traded). Further, the GNWT will also require information on the terms and conditions of security instrument agreements between an operator and the surety provider. Such information may include one or any combination of the following: collateral requirements, collateral form, changes to collateral, or any other agreements. The above information can be provided and will be handled by the GNWT in confidence.

All surety bonds must automatically renew and will not be term limited or expire. Surety bonds must allow for full or partial draws which are to be at the absolute discretion of and on demand of the GNWT.

Surety bonds must be consistent with the template provided in Appendix A.

Acceptable Surety Bond Providers

Specifically for the purposes of reclamation and closure surety bonds, an acceptable surety bond provider is defined as one that is:

- a) An Insurance Company registered and licensed to provide surety bonds in Canada and the Northwest Territories; **and**
- b) Has maintained a high investment grade credit rating of A- / A (low) / A3 or higher, for two consecutive quarterly ratings, by at least one of the following credit rating agencies; Fitch Ratings, S&P Global, DBRS Morningstar and Moody's.

An acceptable surety provider that has fallen below the credit rating threshold in any year during the term of the bond will no longer be defined as an acceptable surety provider.

The GNWT will review the credit ratings for all surety providers for which the GNWT holds surety bonds quarterly, bi-annually and/or annually. The GNWT will notify affected operators if or when it becomes aware that an acceptable surety provider has fallen below the minimum credit rating threshold, and request that the operators provide a plan for providing a new acceptable form of security. The operator will have 90 days to provide another acceptable form of security, which may include a surety bond from another provider, or providers, that meets the requirements set out in this guidance. Should the credit rating of the original surety provider, or providers, return to above the minimum credit rating threshold (A-/A(low)/A3) within the above noted 90 days, the operator may choose to maintain their existing bonds or replace them at their discretion.

Operators are required to notify the GNWT, without delay, should they receive information that their surety provider, or providers, has fallen below the minimum credit thresholds.

The GNWT will not continue to hold a surety bond from a surety provider that no longer meets the definition of an acceptable surety provider. In the event a surety provider is no longer acceptable to the GNWT because they have fallen below the credit rating threshold:

- a) The GNWT will provide the operator with notice of unacceptable security; **and**
- b) The GNWT will request that the operator provide an acceptable form of replacement security within 90 days of the receipt of the notice of unacceptable security; **and**
- c) If an acceptable form of security is not provided by an operator to replace the surety bond deemed unacceptable on or before 90 days, the GNWT will call the surety bond(s) and fully convert the surety bond to cash within 10 business days, if it has not already done so.

For clarity, the GNWT will not return security held in any form until the operator has arranged and the GNWT has accepted a replacement security.

Agreement for Conversion of the Forms of Security

The GNWT may enter into an agreement with an operator, upon accepting a surety bond as security, to convert the bond to another acceptable form over time.

Where security held against a project is less than \$50 million, at the midpoint of any project (e.g., 5th year of a 10 year mine plan), security held in the form of a surety bond must have collateral equal to 50% of the value of the bond at that time. If collateral is less than 50% of the value of the bond at the midpoint of any project, the GNWT will seek an alternate form of security from the operator to meet this minimum standard (e.g. an ILOC or cash top-up to meet the 50% criteria).

Where the total security held against a project is \$50 million or more, and where security is held in the form of a surety bond, GNWT will require that the operator provide a plan to convert the entire amount of the surety bonds to another acceptable form, during the remaining operating life of the project. A plan along with proof that backing against the bond is increasing over time may be sufficient to meet this requirement, provided it has a high degree of liquidity and matches 100% of the bond amount prior to closure. Such arrangements, or the plan, are to be outlined in an Agreement between an operator and the GNWT.

Refund Priority

For projects where the total security requirements exceed \$50 million, and where security held is in the form of a surety bond, when security requirements are decreased to reflect progressive reclamation activities completed, the GNWT reserves the discretion to reduce the surety bond, or bonds, before any other acceptable form.

Return of Interest

Where more than \$50 million in security is held in trust in the form of cash by the GNWT, and there is no money owed the GNWT (i.e. lease payments, royalties, etc.) the interest accrued will be returned in accordance with Financial Administration Manual IB 405.02.

Policy Review

The Minister who has the legislated authority, responsibility and discretion with respect to acceptable forms of security will review this guidance at least every three (3) years.

GNWT Guidance on Acceptable Forms of Reclamation Security

Appendix A

Templates

Irrevocable Letter of Credit – Water Licence

Irrevocable Letter of Credit – Land Use Permit

Surety Bond

[Bank Address]

Irrevocable Letter of Credit

[The term “Documentary Credit” may also be used instead of “Letter of Credit”]

Date of issue: [date]

Our Reference Number: [Bank’s Reference Number]

Amount: CAD\$#####.00

Maximum: #####.00

Canadian dollars only

Applicant:

[“Customer” can be used instead
of “Applicant”]

[Company’s Name]

[Company’s Address]

Beneficiary:

Government of the Northwest Territories

6 th Floor, Scotia Centre

5102 – 50 th Avenue, P.O. Box 1320

YELLOWKNIFE NT X1A 2L9

Payee: Government of the Northwest Territories

Attention: Deputy Minister, Department of
Environment and Climate Change

Security pursuant to [the Water Licence Type and Number]

At the request and for the account of [Company’s Name] (“the applicant”), we, [Bank’s Name], hereby establish in your favour our Irrevocable Letter of Credit No. [Bank’s Reference Number] (“credit”) for sums not exceeding in the aggregate [Amount of Security required stated in Canadian Dollars].

This credit is available with us for drawing at sight, without enquiry as to whether you have a right as between yourself and the applicant to make such a demand and without recognizing any claim of the applicant, against presentation to us, by you or your duly authorized representative or agent, of the following documents:

1. A sight draft, payable to the Government of Northwest Territories, drawn on [Bank’s Name and address of the Branch that the security can be drawn at, usually one of the Bank’s larger commercial banking centres]; and

2. The original of this Irrevocable Letter of Credit No. [Bank's Reference Number] for endorsement of payment thereon; and
3. A statement signed by an official of the Department of Environment and Climate Change certifying;
 - A. That the signatory is an official of the Department of Environment and Climate Change and has the authority to sign the statement on behalf of the Government of the Northwest Territories, and
 - B. Either
 - I. That the Government of the Northwest Territories is entitled to apply the amount drawn, being all or part of the security posted and maintained pursuant to [the Water Licence Type and Number] issued by [the (name) Land and Water Board], whether as originally issued or as amended or renewed from time to time, or
 - II. That this credit is due to expire in thirty (30) days or less and that the applicant has not replaced this credit by posting with the Government of Northwest Territories other security satisfactory to the Government of the Northwest Territories.

Partial drawings are permitted.

This credit is effective from [time] a.m. on [effective date as required by Water Licence] and shall expire at our counters at [time] p.m. [expiry date] (the "initial expiration date"). This credit shall be renewed automatically for an additional one-year period from the initial expiration date, and for an additional one-year period from each future expiration date, unless at least ninety (90) days prior to the operative expiration date we notify you in writing by registered mail or courier that we elect not to consider this credit renewed for such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this credit shall be duly honoured by us if presented for payment on or before the operative date.

Except so far as is otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce, publication no. 600. Notwithstanding Article 36 of said publication, if this credit expires during an interruption of business as described in Article 36, we agree to effect payment if this credit is drawn on us fifteen (15) days after the resumption of business.

[Bank's Name]

Official's Name and Position

Official's Name and Position

[BANK ADDRESS]

IRREVOCABLE LETTER OF CREDIT

[The term “Documentary Credit” may also be used instead of “Letter of Credit”]

DATE OF ISSUE: [date] **OUR REFERENCE NUMBER:** [Bank’s Reference Number]

AMOUNT: CAD\$#####.00

MAXIMUM: CAD\$#####.00

[amount written in words] AND 00/100

CANADIAN DOLLARS

CANADIAN DOLLARS ONLY

APPLICANT:

[“Customer” can be used instead of “Applicant”]

[Company’s Name]

[Company’s Address]

BENEFICIARY:

GOVERNMENT OF THE NORTHWEST TERRITORIES

1st FLOOR, GALLERY BUILDING

4923 – 52nd STREET, P.O. BOX 1320

YELLOWKNIFE, NORTHWEST TERRITORIES, X1A 2L9

CANADA

PAYEE: GOVERNMENT OF THE NORTHWEST TERRITORIES

ATTENTION: DEPUTY MINISTER
DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE

RE: SECURITY PURSUANT TO LAND USE PERMIT [Land Use Permit “Number”]

AT THE REQUEST AND FOR THE ACCOUNT OF [Company’s Name and Address] (THE “APPLICANT”), WE, [Bank’s Name and Address], HEREBY ESTABLISH IN YOUR FAVOUR OUR IRREVOCABLE LETTER OF CREDIT NO. [Bank’s Reference Number] (THE “CREDIT”) FOR SUMS NOT EXCEEDING IN THE AGGREGATE CAD\$#####.00 ([amount written in words] AND 0/100 CANADIAN DOLLARS).

THIS CREDIT IS AVAILABLE WITH US FOR DRAWING AT SIGHT, WITHOUT ENQUIRY AS TO WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND THE APPLICANT TO MAKE SUCH DEMAND AND WITHOUT RECOGNIZING ANY CLAIM OF THE APPLICANT, AGAINST PRESENTATION TO US, BY YOU OR YOUR DULY AUTHORIZED REPRESENTATIVE OR AGENT, OF THE FOLLOWING DOCUMENTS:

1. A SIGHT DRAFT, PAYABLE TO THE GOVERNMENT OF THE NORTHWEST TERRITORIES, DRAWN ON [Bank’s Name and Address], STATING IRREVOCABLE LETTER OF CREDIT NO. [Bank’s Reference Number]; AND
2. THE ORIGINAL OF THIS IRREVOCABLE LETTER OF CREDIT NO. [Bank’s Reference Number] FOR ENDORSEMENT OF PAYMENT THEREON; AND
3. A STATEMENT SIGNED BY AN OFFICIAL OF THE DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE CERTIFYING
 - A. THAT THE SIGNATORY IS AN OFFICIAL OF THE DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE AND HAS THE AUTHORITY TO SIGN THE STATEMENT ON BEHALF OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES, AND

B. EITHER

- I. THAT THE GOVERNMENT OF THE NORTHWEST TERRITORIES IS ENTITLED TO DRAW ON THE CREDIT FOR THE AMOUNT OF THE SIGHT DRAFT BECAUSE OF DAMAGES SUFFERED AS A RESULT OF THE APPLICANT'S CONTRAVENTION OF PROVISIONS OF THE MACKENZIE VALLEY LAND USE REGULATIONS SOR/98-429, OR AS A RESULT OF ITS DEFAULT IN THE PERFORMANCE OF OBLIGATIONS UNDER LAND USE PERMIT NUMBER [LUP number] ISSUED BY THE [issuing land and water board] PURSUANT TO [SECTION 102 / SECTION 59]¹ OF THE MACKENZIE VALLEY RESOURCE MANAGEMENT ACT S.C. 1998 c.25, WHETHER AS ORIGINALLY ISSUED OR AS AMENDED OR RENEWED FROM TIME TO TIME, OR
- II. THAT THIS CREDIT IS DUE TO EXPIRE IN THIRTY (30) DAYS OR LESS AND THAT THE APPLICANT HAS NOT REPLACED THIS CREDIT BY POSTING WITH THE GOVERNMENT OF THE NORTHWEST TERRITORIES OTHER SECURITY SATISFACTORY TO THE GOVERNMENT OF THE NORTHWEST TERRITORIES.

PARTIAL DRAWINGS ARE PERMITTED.

THIS CREDIT IS EFFECTIVE FROM [time] A.M. ON [effective date as required by Land Use Permit] AND SHALL EXPIRE AT OUR COUNTERS AT [time] P.M. [expiry date] (THE "INITIAL EXPIRATION DATE"). THIS CREDIT SHALL BE RENEWED AUTOMATICALLY FOR AN ADDITIONAL ONE-YEAR PERIOD FROM THE INITIAL EXPIRATION DATE, AND FOR AN ADDITIONAL ONE-YEAR PERIOD FROM EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO THE OPERATIVE EXPIRATION DATE WE NOTIFY YOU IN WRITING BY REGISTERED MAIL OR COURIER THAT WE ELECT NOT TO CONSIDER THIS CREDIT RENEWED FOR SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL BE DULY HONOURED BY US IF PRESENTED FOR PAYMENT ON OR BEFORE THE OPERATIVE EXPIRATION DATE.

EXCEPT SO FAR AS IS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600. NOTWITHSTANDING ARTICLE 36 OF SAID PUBLICATION, IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36, WE AGREE TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN ON US WITHIN FIFTEEN (15) DAYS AFTER THE RESUMPTION OF BUSINESS.

[Bank's Name]

Official's Name and Position

Official's Name and Position

¹ Select:

- "SECTION 102" if LUP issued by MVLWB (Permit # begins with 'MV' e.g., MV2020X0000)
- "SECTION 59" if LUP issued by WLWB, SLWB, or GLWB (Permit # begins with 'W', 'S', or 'G' e.g., W2020X0000, S20X-000, G2020X000).

Delete the section not selected.

GNWT TEMPLATE - SURETY BOND

The wording below refers to the *Mackenzie Valley Resource Management Act* and the *Waters Act*; wording would be adjusted for land administration legislation as required.

SURETY BOND

Bond No. XXXXXXXXX

Amount: \$XX,XXX.XX

KNOW ALL PERSONS by these presents that [PROPONENT] (hereinafter called the Principal), whose place of business is at [PROPONENT ADDRESS], and [SURETY] (hereinafter called the "Surety"), whose place of business is at [SURETY ADDRESS], are herein held and firmly bound to THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of Environment and Climate Change, its heirs, successors and assigns (hereinafter called the Obligee), whose place of business is at 4920-52nd Street, P.O. Box 1320, Yellowknife NT, X1A 2L9, in the sum of [BOND AMOUNT – written out with words] ([BOND AMOUNT – numeric]) in lawful money of Canada (hereinafter called the "Bonded Amount") for the payment of which we bind ourselves, our heirs, administrators and successors, and assigns firmly by these presents.

WHEREAS [several paragraphs each beginning with "WHEREAS" that describe the proponent and the legal/project situation for which the bond is being issued; the MVRMA/Waters Act] will be introduced in these, so the abbreviation/short forms are used throughout the text below].

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall comply with the terms and conditions of the [AUTHORIZATION] and the requirements of the [MVRMA/Waters Act], then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. Whenever an official of the Department of [DEPARTMENT] sends a notice in writing (hereinafter called a "Demand Notice") to the Principal and the Surety demanding payment of all or a portion of the Bonded Amount and certifying that:
 - a. the signatory is an official of the Department of Environment and Climate Change and has the authority to sign the demand and certification on behalf of the Minister of Environment and Climate Change; and
 - b. as a result of a failure of the Principal to comply with a condition of the [AUTHORIZATION] or a provision of the [MVRMA/Waters Act] or a direction made under either the Act[s] or the [AUTHORIZATION], the Obligee is entitled under Section [SECTION # - will vary by authorization type/department] of [the MVRMA/Waters Act] (or any successor provision thereto[/ to any of the Acts]) to apply the amount demanded in such Demand Notice out of the security furnished and maintained by the Principal in accordance with the [AUTHORIZATION] and [the MVRMA/Waters Act], then the Surety shall pay to the Obligee such amount demanded by the Obligee in such Demand Notice. For greater certainty, the Obligee may issue multiple Demand Notices.
2. The Surety's obligation to the Obligee hereunder shall only be to pay such amounts demanded from time to time by the Obligee pursuant to Demand Notices; provided however that the total liability of the Surety to the Obligee shall in no event exceed the Bonded Amount and any

GNWT TEMPLATE - SURETY BOND

payments made by the Surety to the Obligee pursuant to this Surety Bond shall correspondingly reduce the Bonded Amount, and therefore the amount subsequently available to be demanded by the Obligee.

3. Subject to the Obligee's compliance with paragraph 1 in respect of any demand pursuant to a Demand Notice made upon the Surety hereunder, the Surety's obligation to pay the Obligee hereunder shall be absolute, unconditional, and irrevocable.
4. The Obligee is not required, before submitting a Demand Notice, to first demand payment or performance from the Principal or to pursue any rights or remedies against, or to take any action against the Principal or to file any claim in any bankruptcy, insolvency, reorganization, or winding-up of the Principal.
5. The terms of this Surety Bond shall remain in full force and effect to either the time of release of this Surety Bond by the Obligee or the time this Surety Bond is terminated by any other means set out herein.
6. The Surety, on an annual basis, shall provide the Obligee with disclosure (hereinafter called the "Disclosure") of any collateralization, cash or otherwise, within thirty days (30) days of the issuance or annual renewal date, year after year thereafter unless terminated by any other means set out herein.
7. If the Surety at any time gives at least one hundred and twenty (120) days prior notice in writing, by registered mail, to the Obligee and to the Principal of its intention to terminate this obligation (hereinafter referred to as the Notice of Termination), then this obligation shall be deemed to be terminated on the date stated in the Notice of Termination, which date shall not be less than one hundred and twenty (120) days after the date of the receipt of the Notice of Termination by said Obligee or by the said Principal, whichever is the later date; provided that, should the Principal fail, within ninety (90) days of the receipt by the Obligee of the Notice of Termination, to provide financial assurance in at least the same amount as the then remaining Bonded Amount in a form acceptable to the Obligee, as evidenced by a notice in writing from the Obligee to the Surety and the Principal to such effect, the Surety shall automatically and immediately pay the full amount of the remaining Bonded Amount to the Obligee.
8. Any suit or action on this Surety Bond against the Surety must be commenced by the Obligee within one hundred and twenty (120) calendar days from the date of any Demand Notice in respect of the amount demanded thereunder.
9. In the event the Surety becomes unable to fulfill its obligations under this Surety Bond for any reason, including pending bankruptcy or insolvency, notice shall be given immediately, by registered mail, to the Principal and the Obligee (hereinafter called the "Notification of Incapacity"). Within thirty (30) days of the Obligee's receipt of the Notification of Incapacity and in any event within forty-five (45) days of the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its licenses, the Principal shall be deemed to be without bond coverage and will be required to submit alternate financial assurance, subject to the approval of the Obligee and as required by [the MVRMA/Waters Act] and the [AUTHORIZATION].
10. The Surety hereby waives any right to notice of any changes, amendments, alterations, supplements, replacements, or restatements made to or in respect of the [AUTHORIZATION] or [the MVRMA/Waters Act], including without limitation any extensions of time granted thereunder, and the Surety hereby stipulates and agrees that no such changes, amendments, alterations, supplements, replacements, restatements, or extensions of time shall in any way affect its obligations under this Surety Bond.
11. The Principal and Surety acknowledge and agree that no default by the Principal or the Obligee under the terms of the [AUTHORIZATION] or [the MVRMA/Waters Act], or any of them, shall

GNWT TEMPLATE - SURETY BOND

prejudice, limit, or render invalid obligations of the Surety hereunder, and upon presentation of any Demand Notice in proper form prior to the release of this Surety Bond by the Obligee, or its termination under the terms hereof, the Surety shall promptly pay the lesser of (a) the amount demanded; and (b) the then remaining Bonded Amount to the Obligee without enquiry into the Obligee's right to demand payment, or the accuracy of any of the statements in the Demand Notice made pursuant to clause 1(b) hereof, and without regard to any legal or equitable rights, claims, or defenses of the Principal against the Obligee, or to any other defense to the Obligee's demand for payment, arising as a result of a dispute between the Obligee and the Principal, or between the Principal and the Surety.

12. The Surety is licensed to issue surety in Canada under the *NWT Insurance Act* (Northwest Territories) and the *Insurance Companies Act* (Canada).
13. This Surety Bond will be valid from the term of [DATE] to [DATE] and shall be automatically renewed, without further documentation, from year to year thereafter unless terminated as aforesaid, provided that the Surety may, if it wishes, issue certificates evidencing such renewal.
14. This Surety Bond shall be governed by the laws of the Northwest Territories and the laws of Canada applicable therein.

Sealed with the respective seals of the Principal and of the Surety on the [XX] day of [Month], [Year].

SEALED, SIGNED, AND DELIVERED

[PROPONENT]

In the presence of

Signature

Name of Signatory (please print)

[SURETY]

Signature

Name of Signatory (please print)