

MUTUAL FULL AND FINAL RELEASE

This Mutual Full and Final Release (this “**Release**”) is entered into this 27th day of September, 2021 (the “**Effective Date**”), by the City of Ottawa (the “**City**”), and Rideau Transit Group General Partnership, a general partnership consisting of ACS RTG Partner Inc., SNC RTG Partner Inc. and EllisDon RTG Partner Inc. (“**RTG**”), and OLRT Constructors, an unincorporated joint venture consisting of Dragados Canada, Inc., EllisDon Corporation and SNC Lavalin Constructors (Pacific) Inc. (“**OLRT-C**”), Rideau Transit Maintenance General Partnership, a general partnership consisting of EllisDon RT Maintenance Partner Inc., ACS RT Maintenance Partner Inc., and Protrans RT Maintenance Partner Inc. (“**RTM**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS the City and RTG entered into an agreement on or about February 12, 2013 (the “**Project Agreement**”) in relation to the Ottawa Light Rail Transit (“**Ottawa LRT**”), the widening of Highway 417 and the completion of related civic works (the “**Project**”) pursuant to which RTG was to design, build, finance and maintain the Project;

AND WHEREAS on or about February 12, 2013 RTG entered into an agreement with OLRT-C whereby OLRT-C was to carry out the design and construction work in respect of the Project;

AND WHEREAS RTM was retained by RTG to perform maintenance services for the Project;

AND WHEREAS, pursuant to its obligation under the Project Agreement, RTG obtained "all risks" Builders' Risk Insurance Policy No. 14602 (the “**Policy**”) in respect of the Project for the period between February 12, 2013 and June 1, 2018 and pursuant to which RTG and the City, among others, are named insureds;

AND WHEREAS on or about June 8, 2016, during the course of construction of the Project, a sinkhole developed on Rideau Street at the intersection of Sussex Drive, in the City of Ottawa (the “**Sinkhole Event**”);

AND WHEREAS on or about June 6, 2019, OLRT-C commenced an action against the Policy insurers (the “**Insurers**”) in relation to alleged losses sustained as a result of the Sinkhole Event (the “**OLRT-C Action**”);

AND WHEREAS on or about January 31, 2020, OLRT-C commenced another action against the Insurers in relation to the Project, (the “**Second OLRT-C Action**”);

AND WHEREAS on or about June 5, 2020, RTG commenced an action against the Insurers in relation to alleged losses sustained as a result of the Sinkhole Event (the “**RTG Action**”) (collectively, with the OLRT-C Action and the Second OLRT-C Action, the “**RTG Actions**”);

AND WHEREAS on or about May 11, 2021, the City commenced an action against the Insurers in relation to the Sinkhole Event (the “**City Insurance Action**”);

AND WHEREAS on or about May 18, 2021, the City commenced an action against RTG for *inter alia* damages arising from alleged breaches of the Project Agreement including in relation to the Sinkhole Event (the "**City Action**");

AND WHEREAS the parties to the RTG Actions reached a settlement of the RTG Actions during a mediation on June 15, 2021 to June 17, 2021 (the "**Settlement Agreement**") pursuant to which the parties to the Settlement Agreement, being the Insurers, RTG, OLRT-C, EllisDon RT Maintenance Partner Inc., ACS RT Maintenance Partner Inc., and Protrans RT Maintenance Partner Inc., agreed to fully and finally resolve the RTG Actions in consideration of the payment of the settlement funds by the Insurers as set out in the Settlement Agreement;

AND WHEREAS as a term of the Settlement Agreement, the parties to the Settlement Agreement disclosed the Settlement Agreement to the City and requested that the City consent to the allocation of the settlement funds as set out in the Settlement Agreement and to the application of the first-past-the-post principle as between the City's claims and RTG's claims under the Policy (the "**City's Consent**");

NOW THEREFORE in consideration of the City's Consent, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

1. RTG, OLRT-C and RTM (collectively the "**RTG Parties**") for themselves and on behalf of their respective past and present partners, representatives, officers, directors, employees, parent companies, affiliates, subsidiaries, other associated and related entities, hereby remises, releases and forever discharges the City and all of its past and present partners, representatives, officers, directors, employees, parent companies, affiliates, subsidiaries, other associated and related entities, (the "**City Releasees**"), both jointly and severally, from any and all claims, actions, disputes, causes of action, suits, proceedings, debts, duties, accounts, bonds, covenants, demands, damages, sums of money, promises, grievances, executions, judgments and liabilities of any kind, whether arising at law, contract, negligence, or in equity, which are known or that ought to have been known by the RTG Parties and which the RTG Parties have, had or may have against the City Releasees by reason of any cause, matter or thing whatsoever, in any way connected with, arising out of or relating to the matters raised, or which might have been raised, in relation to the Sinkhole Event.
2. The City, for itself and on behalf of its past and present partners, representatives, officers, directors, employees, parent companies, affiliates, subsidiaries, other associated and related entities, hereby remises, releases and forever discharges the RTG Parties and all of their respective past and present partners, representatives, officers, directors, employees, parent companies, affiliates, subsidiaries, other associated and related entities, (the "**RTG Releasees**"), both jointly and severally, from any and all claims, actions, disputes, causes of action, suits, proceedings, debts, duties, accounts, bonds, covenants, demands, damages, sums of money, promises, grievances, executions, judgments and liabilities of any kind, whether arising at law, contract, negligence, or in equity, which are known or that ought to

have been known by the City and which the City has, had or may have against the RTG Releasees by reason of any cause, matter or thing whatsoever, in any way connected with, arising out of or relating to the matters raised, or which might have been raised, in relation to the Sinkhole Event (collectively, together with the released claims set out above in paragraph 1, the "**Released Claims**") (collectively, the City Releasees and the RTG Releasees are the "**Releasees**").

Enurement

3. This Release shall be binding upon and enure to the benefit of each of the Parties and their respective successors and assigns.

Exclusions

4. In respect of the release provided by the RTG Parties in paragraph 1, this Release does not preclude the RTG Parties from asserting alleged facts relating to the Sinkhole Event in its defence to the City Action or any other proceeding, but this Release does preclude RTG from advancing any Counterclaim against the City in the City Action in relation to the Sinkhole Event, or any claim whatsoever as against the City Releasees in relation to the Sinkhole Event.
5. In respect of the release provided by the City in paragraph 2, this Release does not preclude the City's right to pursue indemnification as against RTG pursuant to section 56.1 (a)(v) of the Project Agreement in relation to the claim brought by East Lake Limited against the City bearing LPAT/OLT File No. LC200032 seeking compensation including for alleged injurious affection resulting from the Sinkhole Event (the "**East Lake Claim**"). This Release does not preclude the RTG Parties from defending any claim for indemnification as against RTG pursuant to section 56.1 (a)(v) of the Project Agreement in relation to the East Lake Claim, and RTG shall be entitled to advance any and all defences to any such claim.
6. For clarity, the Parties acknowledge and agree that the City is entitled to pursue the City Action as against RTG. However, the City shall not seek relief from RTG in respect of alleged damages arising in relation to the Sinkhole Event.
7. Following execution of this Release, the City shall amend its statement of claim in the City Action to strike any reference to the Sinkhole Event.
8. For further clarity, the terms of this Release do not preclude the City's right to pursue relief sought in relation to the Sinkhole Event as against the Insurers in the City Insurance Action.
9. Immediately following execution of this Release, the City will inform the Insurers of the City's Consent. If the City does not inform the Insurers of the City's Consent within one (1) business day of execution of this Release, RTG will be entitled to disclose this Release to the Insurers.

Assignment

10. The Parties hereto covenant and warrant that they have not assigned to any persons, partnerships, corporations or other entities any of the matters released herein or for which they have agreed herein not to make or continue to make any further claims.

Estoppel

11. The Parties agree and understand that they will not make any claim or take any proceedings against any of the Releasees, in any manner or forum, contribution or indemnity in common law or equity, or the provisions of any statute or regulation, including the *Negligence Act* and amendments thereto, in connection with the matters released herein.
12. In the event that any of the Parties should make or continue any claim or demand, or commence or threaten to commence any action, claim, or proceeding, or make any complaint against any of the Releasees or their successors and assigns, for or by reason of any of the matters released by this Release, this document may be raised as an estoppel and complete defence and reply to any such claim, demand, action, proceeding or complaint and may be relied upon to dismiss the claim, demand, action, proceeding or complaint on a summary basis and with costs on a full indemnity basis.

Indemnification

13. The Parties agree and understand that they will not make or continue any action, claim or demand or take any proceedings against any other person, corporation, partnership or legal entity that is not a party to this Release which might claim, in any manner or forum, contribution or indemnity in common law or equity, or under the provisions of any statute or regulation, including the *Negligence Act*, and amendments thereto, from the Releasee(s) in connection with the matters released herein, and in the event any such claim is made by any such non-party person or corporation, the Parties agree to immediately discontinue such proceeding and to hold harmless and indemnify the affected Releasee(s), including being liable for the legal costs incurred by the affected Releasee(s) in such proceeding on a full indemnity scale.

No Admission

14. It is agreed that this Release and the obligations set out herein are not admissions of fault, wrongdoing, or liability on the part of any of the Releasees.

Confidentiality and Limited Publication

15. The Parties agree that this Release shall be regarded as Confidential Information under the Project Agreement and that the Parties shall adhere to the provisions of the Project Agreement in relation to Confidential Information in respect of this Release.
16. The Parties agree that, notwithstanding paragraph 15, the Parties may publish statement(s), in a form to be agreed upon by the Parties acting reasonably, advising of the settlement.

Independent Legal Advice

17. The Parties understand and acknowledge that they have carefully read this Release, have sought and received the advice of a lawyer as to the nature and effect of this Release, and have executed this Release voluntarily, with the full knowledge of the consequences thereof.

Severability

18. If any part of this Release is declared or held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remainder which shall continue in full force and effect and be construed as if this Release had been executed without the invalid portion and it is hereby declared the intention of the Parties that this Release would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

Transmission

19. This Release may be executed and delivered by electronic transmission by PDF and when so delivered this Release shall be deemed to be an original executed and delivered agreement and binding upon the Parties for all purposes as if originally executed and delivered. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

Governing Law

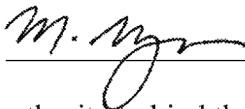
20. This Release shall be governed and construed in accordance with the laws of the Province of Ontario, and the Parties hereby agree irrevocably to attorn to the exclusive jurisdiction of the Ontario Superior Court of Justice at Toronto, Ontario.

Authority

21. Each Party represents and warrants that it has all necessary power and authority to execute this Release and to take all actions contemplated hereby and in doing so will not violate any law, or any other agreement or other legal obligation to which it is a party.

IN WITNESS WHEREOF, the Parties have executed this Release effective as of the 27th day of September, 2021.

The City of Ottawa

By:  _____

I have authority to bind the corporation.

Title: Director, Rail Construction Program

Name: Michael Morgan

**RIDEAU TRANSIT GROUP GENERAL PARTNERSHIP,
by its partners, ACS RTG PARTNERS INC.,
SNC RTG PARTNER INC. and ELLISDON RTG PARTNER INC.**

ACS RTG Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

SNC RTG Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

EllisDon RTG Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

Dragados Canada, Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

EllisDon Corporation

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

SNC Lavalin Constructors (Pacific) Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

**RIDEAU TRANSIT MAINTENANCE GENERAL PARTNERSHIP,
by its partners, ELLISDON RT MAINTENANCE PARTNER
INC., ACS RT MAINTENANCE PARTNER INC. and PROTRANS
RT MAINTENANCE PARTNER INC.**

EllisDon RT Maintenance Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

ACS RT Maintenance Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____

Protrans RT Maintenance Partner Inc.

By: _____

I have authority to bind the corporation.

Title: _____

Name: _____