

SCHEDULE 1**DEFINITIONS AND INTERPRETATION****1. DEFINITIONS**

In the Project Agreement, unless the context otherwise requires:

- 1.1 “**417**” means the King’s Highway in Ontario known and designated as “Highway 417”.
- 1.2 “**2017 Readiness Date**” means June 1st, 2017, on which day that the 2017 Readiness is achieved.
- 1.3 “**2017 Readiness**” means that Project Co has achieved the 2017 Readiness milestone identified in Schedule 36 – Milestones, as evidenced by a certificate issued by an independent certifier in accordance with the process set out in Schedule 6 – Independent Certifier Agreement.
- 1.4 “**2017 Readiness Work**” means all workmanship, materials and anything and everything required to achieve 2017 Readiness in accordance with the Project Agreement.
- 1.5 “**6-Month Works Schedule**” means the schedule to be prepared and submitted by Project Co in accordance with Section 22.2 of the Project Agreement.
- 1.6 “**Account Trustee**” has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.7 “**Addenda**” means Addendum No. 1 Contract No. 2012-4007 June 19, 2012, Addendum No. 2 Contract No. 2012-4007 June 27, 2012, and Addendum No. 3 Contract No. 2012-4007 August 15, 2012 issued by the MTO in respect of the Highway Work as attached as Part B of Annex G to Schedule 40 – Highway Work.
- 1.8 “**Additional Contractors**” means any independent contractor (not being, for the avoidance of doubt, Project Co or any of the Contractors) or the City’s own forces, engaged by the City to carry out the Additional Works (but for the avoidance of doubt excluding DB Co in its capacity as the City’s contractor for the DB Co Works).
- 1.9 “**Additional Works**” means those works or services in relation to the System or Highway which are not Design and Construction Works, Highway Work or Maintenance Services and which are to be carried out by an Additional Contractor, including works or services to be performed either before or after Substantial Completion.
- 1.10 “**Adjacent Structures**” means every structure, building, utility road, transportation interface on, under, affixed or adjacent to the Alignment.
- 1.11 “**Adjusted Estimated Fair Value**” has the meaning given in Schedule 23 – Compensation on Termination.

- 1.12 **“Adjusted for Inflation”** means, for any amount at any time, that amount multiplied by the Inflation Index for the first day of the calendar year during which the calculation is made, divided by the Inflation Index on the Financial Close.
- 1.13 **“Adjusted Highest Qualifying Tender Price”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.14 **“Advanced Environmental Reports”** means any and all environmental reports prepared to support the preliminary engineering design including but not limited to the phase I and phase II environmental site assessments, the designated substances surveys and other reports, assessments and or memos prepared in respect of the Lands, as set forth in Appendix 6 – Environmental Reports to this Schedule 1 – Definitions and Interpretation.
- 1.15 **“Affiliate”** means an **“affiliate”** as that term is used in the *Securities Act* (Ontario) and any successor legislation thereto, and, in the case of Project Co, shall include each of its unitholders, shareholders, partners or owners as the case may be.
- 1.16 **“After-Acquired Lands”** means Real Property Interests, including Real Property Interests in Crown Lands, to be acquired by the City after Financial Close and on or before the possession dates described in the Real Property Schedule.
- 1.17 **“Aggregate Actual Consumption”** has the meaning given in Schedule 8 – Energy Matters.
- 1.18 **“Aggregate Energy Model”** has the meaning given in Schedule 8 – Energy Matters.
- 1.19 **“Albert Street Work”** has the meaning given in the definition of “Civic Works”.
- 1.20 **“Alignment”** means the area of land as described in Appendix 2 – Lands – After-Acquired Lands – Crown Lands to this Schedule 1 – Definitions and Interpretation, as revised from time to time as permitted under the Project Agreement.
- 1.21 **“Ancillary Documents”** means all of the Contracts and the Implementing Agreements.
- 1.22 **“Annex”** means an annex to Schedule 40 – Highway Work.
- 1.23 **“Annual Driver Hours Measurement and Verification Plan”** means the plan contemplated in Section 4.2 of Schedule 39 – Operations Matters.
- 1.24 **“Annual Review Meeting”** has the meaning given in Schedule 8 – Energy Matters.
- 1.25 **“Annual Service Payment”** has the meaning given in Schedule 20 – Payment Mechanism.
- 1.26 **“Anticipated Milestone Acceptance Date”** has the meaning given in Section 26.3(a) of the Project Agreement.

- 1.27 “**Anticipated Substantial Completion Date**” has the meaning given in Section 26.3(b) of the Project Agreement.
- 1.28 “**Applicable Law**” means:
- (a) any statute or proclamation or any delegated or subordinate legislation including the OLRT Regulations and, for the purposes of this Project Agreement, includes the *Accessibility for Ontarians with Disabilities Act, 2005* (Ontario);
 - (b) any Authority Requirement; and
 - (c) any judgment of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Ontario,
- in each case, in force in the Province of Ontario, or otherwise binding on Project Co, any Project Co Party, the City, any City Party or any City Person.
- 1.29 “**Appointed Representative**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.30 “**Appointed Representative Notice**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.31 “**Approved Purposes**” means:
- (a) the performance of Governmental Activities (and operations relating to such performance), the obligations of the City under the Project Agreement and/or any other activities of the City or a Governmental Authority in connection with the System, the Lands, and any System Extension;
 - (b) following termination of the Project Agreement, the design, construction and/or maintenance of the System, and/or the performance of any other operations the same as, or similar to, the Project Scope; and
 - (c) the development by the City of transportation standards, policies and procedures.
- 1.32 “**Approved Highway Subcontractor Highway Work**” means the work to be performed by each of the Approved Highway Subcontractors set out in Annex D – List of Project Co Parties to Schedule 40 – Highway Work.
- 1.33 “**Approved Highway Subcontractors**” means a subcontractor which is on the list of Subcontractors approved by the City pursuant to the Request for Proposals process and included in the list of Project Co Parties set out in Annex D – List of Project Co Parties to Schedule 40 – Highway Work.
- 1.34 “**Archaeological Reports**” means the document(s) described in Appendix 5 – Archaeological Reports to this Schedule 1 – Definitions and Interpretation.

- 1.35 “**As Built Drawings**” means marked-up “**as built**” drawings prepared by Project Co that show all differences, design changes, and variations from the issued for construction drawings in a digital “PDF” format and two (2) bound hardcopies, or as the City, acting reasonably, considers appropriate.
- 1.36 “**As-Built Highway Drawings**” means a set of Contract Documents marked-up by Project Co or a Project Co Party during construction, to record changes in the Highway Work from the design documents and to illustrate actual locations of hidden utilities or concealed elements, and shall include plans approved by the Consultant showing the as-constructed location of the Highway Work. The term may also be interpreted to mean a set of Contract Documents containing Project Co’s annotations. The As-Built Highway Drawings shall be prepared by Project Co in bound hardcopies and a digital “PDF” format.
- 1.37 “**Asset Management Plan**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.38 “**Associated Liabilities**” has the meaning given in Section 35.6(b) of the Project Agreement.
- 1.39 “**Authority Requirement**” means any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority.
- 1.40 “**Availability Failure**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.41 “**Availability Failure Deduction**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.42 “**Average Unit Rate Price**” has the meaning given in Schedule 8 – Energy Matters.
- 1.43 “**Background Information**” means any and all drawings, reports (including the Environmental Reports, the Archaeological Reports, the Geotechnical Data Reports, the Environmental Assessments and the Highway Site Information), studies, data, documents, or other information, given or made available to Project Co or any Project Co Party by the City or any City Party, or which was obtained from or through any other sources prior to Commercial Close, including without limitation, all data contained in the file entitled “Background Information” in the Data Room and that was accessible to Project Co during the Request for Proposals process.
- 1.44 “**Bank**” has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.45 “**Base Case Equity IRR**” means 9.99%.
- 1.46 “**Belfast MSF**” means the MSF described in Schedule 15-2, Part 6 - Design and Construction Requirements MSF, as expanded by the Belfast MSF Expansion Works, and located at 805 Belfast Road, Ottawa, Ontario, K1G 0Z4.

- 1.47 “**Belfast MSF Expansion Lands**” means the lands described as No. 100 on Appendix 2 to this Schedule 1 - Definitions.
- 1.48 “**Belfast MSF Expansion Substantial Completion**” has the meaning given to it in Schedule 45 - Belfast MSF Expansion.
- 1.49 “**Belfast MSF Expansion Variation**” means, collectively, the Belfast MSF Expansion Variation Confirmation and Schedule 45 – Belfast MSF Expansion Variation and the rights and obligations of the Parties set out therein.
- 1.50 “**Belfast MSF Expansion Variation Confirmation**” means the agreement between the City and Project Co with such title and dated September 26, 2017.
- 1.51 “**Belfast MSF Expansion Works**” has the meaning given to it in Schedule 45 - Belfast MSF Expansion.
- 1.52 “**Beneficiary**” has the meaning given in Section 56.3(a) of the Project Agreement.
- 1.53 “**Bridge**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.54 “**Bus Rapid Transit or BRT**” means the existing network of transit traffic lanes including the existing Transitway system (i: East Bus Rapid Transitway from Blair Road to Hurdman Station; ii: Central Bus Rapid Transitway from Hurdman Station to Empress Avenue; iii: West Bus Rapid Transitway Albert Street/Empress Avenue to Tunney’s Pasture Station; and iv: Southeast Transitway (Hurdman Station)), as well as the dedicated transit lanes on Albert Street/Slater Street from Nicholas Street to Empress Avenue. The BRT shall also include any other routes that are being used for the purpose of the BRT during a detour implemented for the purpose of constructing the Work.
- 1.55 “**Business Day**” means any day other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any day on which banks are not open for business in the City of Ottawa, Ontario.
- 1.56 “**Business Entity**” means a partnership, limited partnership, co-owners arrangement or other business entity, other than a corporation with share capital.
- 1.57 “**Business Opportunities**” has the meaning given in Section 4.1(a) of the Project Agreement.
- 1.58 “**CaGBC**” means Canadian Green Building Council.
- 1.59 “**Canadian Content Certificate**” means the certificate attached hereto as Appendix 7 – Canadian Content Certificate to this Schedule 1 – Definitions and Interpretation.
- 1.60 “**Canadian Content Policy**” means the *Canadian Content for Transit Vehicle Procurement Policy*, as issued by the Province of Ontario’s Ministry of Transportation in September of 2008.

- 1.61 “**Canadian Content Requirements**” means the requirements for compliance with the Canadian Content Policy in respect of Vehicles, including achievement of a minimum twenty-five percent (25%) Canadian content (calculated in compliance with the Canadian Content Policy).
- 1.62 “**Canadian GAAP**” shall be deemed to be the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada, in any case consistently applied from one period to the next.
- 1.63 “**Capital Expenditure**” means capital expenditure as interpreted in accordance with Canadian GAAP.
- 1.64 “**Cash Allowance Account**” means account number , transit .
- 1.65 “**Cash Allowance Amount**” means \$.
- 1.66 “**CCTV**” means closed circuit television.
- 1.67 “**CEAA**” means the *Canadian Environmental Assessment Act*.
- 1.68 “**Certification Services**” has the meaning given in Schedule 6 – Independent Certifier Agreement.
- 1.69 “**Certification Services Variation**” has the meaning given in Schedule 6 – Independent Certifier Agreement.
- 1.70 “**Change in Control**” means, with respect to a Person:
- (a) in the case of a corporation:
 - (i) the issuance, sale, transfer, assignment, transmission on death or other disposition of any Securities of the corporation or of a holding body corporate (as that term is used in the *Business Corporations Act* (Ontario)) of the corporation; or
 - (ii) the entering into of an agreement or arrangement,

in each case which results in a change in the Person who Control the corporation in fact or in law; or

 - (iii) the amalgamation or merger of the corporation or of a holding body corporate (as that term is used in the *Business Corporations Act* (Ontario)) of the corporation with any other corporate entity, if the Person who Control the amalgamated or merged corporation in fact or in law are

different from the Person who Control the corporation in fact or in law prior to the amalgamation or merger;

- (b) in the case of a Business Entity that is not a limited partnership:
 - (i) the issuance, sale, transfer, assignment, transmission on death or other disposition of any Securities of the Business Entity; or
 - (ii) the entering into of an agreement or arrangement,

in each case which results in a change in the Person who Control the Business Entity in fact or in law; or

 - (iii) a Change in Control (as defined in subparagraph (a), above) of any corporation comprising the Business Entity, if such corporation Controls the Business Entity; or
- (c) in the case of a Business Entity that is a limited partnership, the Change in Control (as defined in subparagraph (a), above) of a general partner of the limited partnership or the occurrence of a circumstance set out in any of subparagraphs (b)(i), (ii) or (iii) above.

For greater certainty, a Change in Control may arise from a single transaction, a series of related transactions or more than one transaction in which the transactions are unrelated and/or occur at different times.

- 1.71 **“Change in Law”** means the coming into effect or repeal (without re-enactment or consolidation) in Ontario of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Ontario in each case:
- (a) except as provided for in subparagraph (b) below, after the Commercial Close; and
 - (b) notwithstanding subparagraph (a) above, after the Submission Date with respect to any prospective change in any Applicable Law as a result of any bill entered into federal or provincial legislature in Ontario after the Submission Date which is subsequently enacted as Applicable Law.
- 1.72 **“Change in Ownership”** means, with respect to a Person, any change in ownership, whether beneficial or otherwise, of any of the Securities of ownership of such Person, or in the direct or indirect power to vote or transfer any of the Securities of ownership of such Person.
- 1.73 **“Change of Authorization Event”** has the meaning given in Schedule 30 – Insurance Trust Agreement.

- 1.74 “**Change of Authorization Notice**” has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.75 “**Checking Team**” means Hatch Mott Macdonald, MMM Group Limited, Fast + Epp, and SNC-Lavalin Inc.
- 1.76 “**City**” means City of Ottawa.
- 1.77 “**City Activities**” includes the provision of all governmental services and the conduct of all activities performed in or associated with light rail transit and other services of a similar nature.
- 1.78 “**City Closing Documents**” means the documents delivered by the City as more particularly enumerated in Schedule 2 – Completion Documents.
- 1.79 “**City Default Termination Sum**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.80 “**City Design Team**” means any of the City, its agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged in respect of design reviews, design evaluation, or design consultation processes with respect to the System or the City Activities, but excluding Project Co and any Project Co Party.
- 1.81 “**City Event of Default**” has the meaning given in Section 46.1(a) of the Project Agreement.
- 1.82 “**City Indemnified Hazardous Substances Claims**” has the meaning given in Section 56.2(a)(iv) of the Project Agreement.
- 1.83 “**City Indemnified Parties**” means the City, IO, and any of their respective directors, officers, employees, agents or advisors, including the Consultant, the City’s Representative and any delegate of the City’s Representative.
- 1.84 “**City Party**” means any of the City’s agents, contractors and subcontractors of any tier engaged with respect to the Project Scope, including the Consultant, its or their respective directors, officers and employees, IO and its directors, officers and employees, and including (without prejudice to the provisions of Section 9.12 of the Project Agreement, to the extent applicable, and without prejudice to Project Co’s rights against DB Co under the Interface Agreement) DB Co and any DB Co Party where engaged in connection with the DB Co Works, but excluding Project Co and any Project Co Party, and the “**City Parties**” shall be construed accordingly.
- 1.85 “**City Permits, Licences and Approvals**” means those permissions, consents, approvals, certificates, permits, licences, agreements and authorizations, including Railway Approvals, Railway Orders, Utility Agreements, and Development Approvals which are the responsibility of the City to obtain as set out in Appendix 1 – Permits, Licences and Approvals to this Schedule 1 – Definitions and Interpretation but for greater certainty

shall not include any permission, consent, approval, certificate, permit, licence, agreement or authorization not set out in such appendix but required by the terms of any such item set out in such appendix.

- 1.86 “**City Project Documents**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.87 “**City Rail Office**” means City of Ottawa Rail Implementation Office, or any office or department of the City with responsibility for or authority over the System from time to time.
- 1.88 “**City Representative**” means the person designated as such by City on or prior to Commercial Close and any permitted replacement.
- 1.89 “**City Taxes**” means taxes, or payments in lieu of taxes, imposed on the City and HST and property taxes for which the City is responsible pursuant to Section 35 of the Project Agreement.
- 1.90 “**City Third Party Beneficiaries**” has the meaning given in Section 64.18(a)(i) of the Project Agreement.
- 1.91 “**City Trade-Marks**” means any and all Trade-Marks used by the City in any manner whatsoever.
- 1.92 “**City Work**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.93 “**City’s Project Manager**” means the Person appointed by City to assist City in the implementation of the Highway Work.
- 1.94 “**Civic Works**” means the construction, installation, testing and completion, in accordance with the applicable Civic Works Specifications, of each of:
 - (a) the Queen Street road, sewer and watermain construction work in respect of Queen Street from Bronson Avenue to Elgin Street as further described in Article 28 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Queen Street Work**”);
 - (b) the Albert Street road, sewer and watermain construction work in respect of Albert Street (Brickhill Street to Bayview Road), Scott Street (Bayview Road to Smirle Avenue), Booth Street (Primrose Avenue to north of Albert Street), Empress Avenue (Albert Street to dead-end), Perkins Street (Albert Street to dead-end) and Lorne Avenue (Albert Street to Primrose Avenue) as further described in Article 27 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Albert Street Work**”);
 - (c) the West Transitway rock face stabilization and retaining walls renewal work as further described in Article 31 – Schedule 15-2, Part 1 of the Output

Specifications as may be amended pursuant to Section 20.13(b) (the “**Rock Stabilization Work**”);

- (d) a multi-use (pedestrian and cyclist) pathway structure from the Ottawa Baseball Stadium parking lot near Coventry Road to the south side of Highway 417 adjacent to Tremblay Road, including works, superstructure, embankments, ramps and multi use pathway connections, and as further described in Article 32 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Coventry Bridge Work**”);
- (e) the design and / or installation, relocation (temporary or permanent), labour and materials associated with the Utilities Work as further described in Article 6, Section 6.5(b) – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Utilities Work**”); and
- (f) the civic works for the Combined Sewage Storage Tunnel Components in Lebreton Flats as further described in Article 30 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**CSST Work**”).

including in each case rectification of any minor deficiencies to such work, and any other activities relating thereto required pursuant to the provisions of this Project Agreement.

- 1.95 “**Civic Works Completion Dates**” means each respective date Substantial Completion of the Civic Works is achieved as certified by the Independent Certifier or by the Consultant (in respect of the Coventry Bridge Work only).
- 1.96 “**Civic Works Specifications**” means those specifications comprising the Queen Street Work, the Albert Street Work, the Rock Stabilization Work, the Coventry Bridge Work, the Utilities Work and the CSST Work respectively, each of which, for greater certainty, may be amended in detail or in scope by the final specifications provided pursuant to Section 20.13(b).
- 1.97 “**CLA**” means the *Construction Lien Act* (Ontario).
- 1.98 “**Claim**” means any claim, demand, action, proceeding or liability.
- 1.99 “**Commencement of Construction**” means the date on which Project Co commences, in a bona fide manner, Construction on the Alignment following receipt by Project Co of Notice to Commence Construction from the City, which Notice to Commence Construction shall be consistent with the Works Schedule; and “**Commenced Construction**” shall have a corresponding meaning.
- 1.100 “**Commercial Close**” means the date of the Project Agreement.
- 1.101 “**Commissioning Manuals**” has the meaning given in Schedule 14 – Commissioning.
- 1.102 “**Commissioning Schedule**” has the meaning given in Schedule 14 – Commissioning.

- 1.103 “**Commissioning Team**” has the meaning given in Schedule 14 – Commissioning.
- 1.104 “**Compensation Date**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.105 “**Compensation Event**” has the meaning given in Section 41.1(a) of the Project Agreement.
- 1.106 “**Component**” means either of the Fixed Component or the Vehicle Component.
- 1.107 “**Confidant**” has the meaning given in Section 52.6(a)(i) of the Project Agreement.
- 1.108 “**Confidential Information**” means all confidential and proprietary information which is supplied by or on behalf of a Party, whether before or after Commercial Close.
- 1.109 “**Construction**” means the construction, manufacture and creation of the System (as distinct from a Correction, a Repair, Maintenance or a Renovation) as required by this Agreement, including all labour, materials and the supply and installation of Equipment and Construction Activities; and “**Constructed**” and “**Construct**” shall have a corresponding meaning. For clarity, “**Construction**” includes both the Fixed Component and the Vehicle Component.
- 1.110 “**Construction Activities**” means construction, Reinstatement Work, rectification work, and any other aspect of the Works that:
- (a) comprises the alteration, augmenting, upgrading, construction, completion, testing or commissioning of any part of the System Infrastructure;
 - (b) comprises the assessment of any System Infrastructure; or
 - (c) may affect the structural integrity of any System Infrastructure, and including any such aspect of the Works carried out as part of any Force Majeure event, Relief Event, Variation, or Innovation Proposal accepted by the City.
- 1.111 “**Construction Clearing and Grubbing**” means the stage of Design and Construction Work in which vegetation and debris is cleared from the Lands (clearing) and a root rake or similar device is employed to remove roots remaining in the soil (grubbing).
- 1.112 “**Construction Contractor**” means OLRT Constructors, an unincorporated joint venture consisting of Dragados Canada, Inc., a corporation organized under the laws of Canada, EllisDon Corporation, a corporation organized under the laws of Ontario, and SNC-Lavalin Constructors (Pacific) Inc., a corporation organized under the laws of Canada.
- 1.113 “**Construction Contract**” means the construction contract between the Construction Contractor and Project Co dated on or about the date of the Project Agreement, as amended, supplemented or restated from time to time.

- 1.114 “**Construction Document Submittals**” has the meaning given in Section 20.3(d)(iii) of the Project Agreement.
- 1.115 “**Construction Easements**” means all temporary or permanent easements or licences required to Construct the Fixed Component as shall be proposed by notice in writing by the Construction Contractor to the City and approved by the City.
- 1.116 “**Construction Guarantors**” means Dragados S.A., SNC-Lavalin Group Inc. and EllisDon Inc.
- 1.117 “**Construction Manager**” means Pedro Luis Gomez Escribano.
- 1.118 “**Construction Period**” means the period of time commencing upon the Financial Close to and including the Revenue Service Availability Date.
- 1.119 “**Construction Safety Plan**” means the plan contemplated in Section 2.3(a)(iv) of Appendix B to Schedule 10 – Review Procedures as part of the Project Management Plan.
- 1.120 “**Consultant**” means McIntosh Perry Consulting Engineers Ltd., or such other RAQS qualified engineer or entity licensed to practice in the Province of Ontario, as may be appointed from time to time by City. The term Consultant means the Consultant or the Consultant’s representative.
- 1.121 “**Contamination**” means the presence of any Hazardous Substance, chemical compound, mineral, gas, metal, carbon, radioactive isotope, organic material or other substance in the environment, including naturally occurring substances, where the presence of any of the foregoing substances in the environment is at concentrations which exceed applicable standards as set by Applicable Laws or where monitoring, remediation or removal of such any of the foregoing substances is otherwise required pursuant to Applicable Laws. If Contamination is present in soil, rock, surface water or groundwater, then the soil, rock, surface water or groundwater, as applicable, containing the Contamination shall also be deemed to be Contamination for the purposes of the Project Agreement.
- 1.122 “**Contract Documents**” means the Project Agreement as applicable to the Highway Work, Schedule 40 – Highway Work, the Construction Contract as applicable to the Highway Work, the Highway Drawings and Highway Specifications, the Addenda and the Highway Site Information.
- 1.123 “**Contract Material**” has the meaning given in Schedule 6 – Independent Certifier Agreement.
- 1.124 “**Contract Month**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.125 “**Contract Year**” has the meaning given in Schedule 20 – Payment Mechanism.

- 1.126 “**Contractor’s Direct Agreement**” means the direct agreement amongst the City, Project Co, and each of the Construction Contractor and the Maintenance Contractor, in the form set out in Schedule 5 – Contractor’s Direct Agreement.
- 1.127 “**Contracts**” means the Construction Contract and the Maintenance Contract.
- 1.128 “**Contractors**” means the Construction Contractor and the Maintenance Contractor, and “**Contractor**” means either one of them.
- 1.129 “**Contribution Agreement Parties**” means HMQ, represented by the Ministry of Transportation and/or the Auditor General of Ontario and their authorized agents and the Government of Canada, represented by the Ministry of Transport, Infrastructure and Communities and/or the Auditor General of Canada and their authorized agents.
- 1.130 “**Contribution Agreements**” means the Contribution Agreement dated September 1, 2011 between HMQ, represented by the Ministry of Transportation and the City in respect of the Project and the Contribution Agreement dated December 19, 2012 between the Government of Canada, represented by the Ministry of Transport, Infrastructure and Communities and the City in respect of the Project, each as may be amended, restated or replaced from time to time.
- 1.131 “**Control**” means:
- (a) with respect to a corporation, as defined and determined in accordance with the *Income Tax Act* (Canada); and
 - (b) with respect to a Business Entity:
 - (i) ownership or control of more than 50% of the beneficial interest in such Business Entity; or
 - (ii) a Person whose vote is required for the making of decisions on behalf of the Business Entity; or
 - (iii) having the right to vote or determine the voting of interests in such Business Entity which are sufficient, if exercised, to make, or being a person whose approval is required to make, major decisions or significant decisions on behalf of the Business Entity.
- 1.132 “**Coordination Fee**” means a fee in the amount of (\$) payable by Project Co to each unsuccessful Proponent (as defined in the Request for Proposals) on and subject to the terms and conditions of this Project Agreement and of the Request for Proposals, including Section 10.3.5 thereof.
- 1.133 “**Corrected Aggregate Energy Consumption**” has the meaning given in Schedule 8 – Energy Matters.

- 1.134 **“Corrected Discrete Energy Consumption”** has the meaning given in Schedule 8 – Energy Matters.
- 1.135 **“Correction”** means correction of any error or Defect in the System that is discovered and undertaken after the Revenue Service Availability Date.
- 1.136 **“Corrective Maintenance”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.137 **“Cost of the Highway Financing”** means all costs and expenses incurred in connection with the financing in respect of the Highway Work pursuant to the indicative financing term sheet included in the Response and Lending Agreements, including all interest, fees, expense reimbursements, pre-payment and breakage costs and all other costs and expenses, as set out in the Financial Model.
- 1.138 **“Cost of the Highway Work”** means the cost to Project Co of performing the Highway Work as set out in the Financial Model and shall include all amounts to be included in the Cost of the Highway Work set out in the Contract Documents, including, for greater certainty, the Project Co Design Contingency.
- 1.139 **“Countdown Notice”** has the meaning given in Section 26.3(a) of the Project Agreement.
- 1.140 **“Coventry Bridge Work”** has the meaning given in the definition of “Civic Works”.
- 1.141 **“CPI”** means CPI (or the Consumer Price Index), as published by Statistics Canada from time to time, or failing such publication, such other index as the Parties may agree, or as may be determined in accordance with Schedule 27 – Dispute Resolution Procedure, which most closely resembles such index.
- 1.142 **“CPIo”** is the value of CPI on the Base Date, to be determined by reference to the relevant index in the month immediately preceding the Base Date.
- 1.143 **“CPM”** has the meaning given in Section 12.1(a)(ii) of Schedule 40 – Highway Work.
- 1.144 **“Credit Agreement”** means the credit agreement dated on or about the date hereof between, among others, Project Co, as borrower, certain Senior Lenders party thereto, as lenders and the Lenders’ Agent, as collateral agent.
- 1.145 **“Crown Lands”** means lands which are owned or controlled by the Crown in right of Canada, the Crown in right of Ontario or any department or agency thereof
- 1.146 **“CSA”** means the Canadian Standards Association.
- 1.147 **“CSA Standards”** means, at the applicable time, the standards of the CSA.
- 1.148 **“CSST Work”** has the meaning given in the definition of “Civic Works”.

- 1.149 “**CTA**” means the *Canadian Transportation Act*, S.C. 1996 c.10.
- 1.150 “**Culvert**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.151 “**Custodial Maintenance**” has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.152 “**Custodian**” means the person appointed as Custodian pursuant to the Custody Agreement and as may be permitted pursuant to the Project Agreement.
- 1.153 “**Custody Agreement**” means the custody agreement between Project Co, the City, the Custodian and the Lenders’ Agent in the form set out in Schedule 3 – Custody Agreement.
- 1.154 “**Data Room**” has the meaning given in the Request for Proposals.
- 1.155 “**DB Co**” means East West Connectors GP, a general partnership formed under the laws of Ontario, and defined as “DB Co” in the DB Co Works Agreement.
- 1.156 “**DB Co Compensation Event**” has the meaning given to the term “Compensation Event” in the DB Co Works Agreement.
- 1.157 “**DB Co Delay Event**” has the meaning given to the term “Delay Event” in the DB Co Works Agreement.
- 1.158 “**DB Co-Derived Project Co Entitlements**” has the meaning given to it in Section 9.12(b)(ii).
- 1.159 “**DB Co Direct Claim Entitlements**” has the meaning given to it in Section 9.12(b)(i).
- 1.160 “**DB Co Interface Agreement**” means the interface agreement to be entered into by DB Co, the City and Project Co on or around the date of execution of the DB Co Works Agreement, and defined therein as the “Interface Agreement”.
- 1.161 “**DB Co Party**” has the meaning given to it in the DB Co Works Agreement.
- 1.162 “**DB Co Works**” means the Works as defined in the DB Co Works Agreement.
- 1.163 “**DB Co Works Agreement**” means the agreement entered into between City and DB Co in relation to the design, construction and financing of certain works in respect of the Confederation Line extension which will form part of the Stage 2 System dated April 25, 2019.
- 1.164 “**DB Co Works Schedule**” has the meaning given to the term “Works Schedules” in the DB Co Works Agreement.
- 1.165 “**DBF Defect**” has the meaning given to it in the DB Co Interface Agreement.

- 1.166 **“Deduction”** has the meaning given in Schedule 20 – Payment Mechanism.
- 1.167 **“Default Notice”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.168 **“Default Period”** has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.169 **“Defect”** means any defect, deficiency, error or fault in the Design, Construction or Work, or a failure to comply with the Project Scope and Output Specifications.
- 1.170 **“Deficiency”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.171 **“Delay Events”** has the meaning given in Section 40.1(a) of the Project Agreement.
- 1.172 **“Delegation Agreement”** means the agreement dated with effect as of October 1, 2011 between Her Majesty the Queen in Right of Canada and the City relating to the regulation of the design, construction, operation, safety and security of light rail systems owned or operated by the City, including the System.
- 1.173 **“Delivery Date”** has the meaning given to it in Schedule 44 – Stage 2 Additional Vehicles.
- 1.174 **“Design”** means the entire process for the design of the System as required by this Project Agreement.
- 1.175 **“Design and Bid Fee”** means a fee in the amount of dollars (\$) payable by the City to each unsuccessful Proponent (as defined in the Request for Proposals) on and subject to the terms and conditions of the Request for Proposals, including Section 10.3.2 thereof.
- 1.176 **“Design and Certification Procedure”** means the procedure for design and certification of the System set forth in the Design and Construction Specifications and Section 20 of the Project Agreement.
- 1.177 **“Design and Construction Performance Requirements”** means the provisions respecting the Fixed Facilities, E&M and Vehicles set out in Schedule 15-2 – Output Specifications – Design and Construction Requirements.
- 1.178 **“Design and Construction Specifications”** means Schedule 15-2 – Output Specifications – Design and Construction Requirements.
- 1.179 **“Design and Construction Works”** means the design, construction, installation, testing, commissioning and completion of the Stage 1 System, including rectification of any Minor Deficiencies, and any other activities required to enable or facilitate the commencement of the Maintenance Services for the Stage 1 System, and all work under the Permits, Licences and Approvals, together with the related construction-period operations and maintenance services described in Sections 1.1(b)(i) and (iii) of Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements.

- 1.180 **“Design and Construction Works Commencement Date”** means February 12, 2013.
- 1.181 **“Design-Build Director”** means David Weatherby.
- 1.182 **“Design Data”** means all drawings, reports, documents, plans, software, formulae, calculations, and other data:
- (a) prepared by Project Co or any Project Co Party in respect of the Stage 1 System; or
 - (b) (in connection with the Maintenance Services in relation to the Stage 2 System only) prepared by DB Co and delivered to Project Co in relation to the Stage 2 System,
- relating to the design, construction or testing of the System, but excluding Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction.
- 1.183 **“Design Development Submittals”** has the meaning given in Section 20.3(d)(i) of the Project Agreement.
- 1.184 **“Design Manager”** means Roger Woodhead.
- 1.185 **“Design Period”** means the period of time commencing upon the Design and Construction Works Commencement Date to and including the date on which the Design is completed.
- 1.186 **“Design Review Meetings”** has the meaning given in Section 20.5(a) of the Project Agreement.
- 1.187 **“Design Team”** means SNC-Lavalin Inc. and MMM Group Limited (which have entered into an unincorporated joint venture referred to as RTGE Joint Venture), engaged by the Construction Contractors to design the System and any substitute design team engaged by the Construction Contractor as may be permitted by the Project Agreement.
- 1.188 **“Development Approval”** means development permits, building permits, zoning approvals and any other planning or development permit, consent or applicable Permits, Licences and Approvals required from time to time for construction of the System.
- 1.189 **“Direct Agreement”** means the Contractor’s Direct Agreement.
- 1.190 **“Direct Cost”** has the meaning given in Schedule 22 – Variation Procedure.
- 1.191 **“Direct Losses”** means all damage, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including costs incurred in respect of fuel, OC Transpo labour costs, vehicle wear and tear, and the cost of legal or professional services, legal costs being on a substantial indemnity basis), proceedings, demands, judgements and charges whether arising under statute, contract or at common law, except Indirect Losses.

- 1.192 **“Direct or Indirect Power or Control”** means the direct or indirect power or control over the decisions, management, actions or policies of a person, including through the direct or indirect power or control over the decisions, management, actions or policies of any Persons having direct or indirect power or control over the decisions, management, actions or policies of any other person, whether through:
- (a) ownership, beneficial or otherwise, of any of the shares, units or equity interest of a Person;
 - (b) the direct or indirect power to vote any of the shares, units or equity interests of a Person; or
 - (c) the direct or indirect power or authority to influence or direct the approval of a decision, the management, actions or policies of a person or to prevent the approval of a decision, the management, actions or policies of a Person through any contractual right or other power or interest with or over a Person.
- 1.193 **“Disclosed Hazardous Substances”** has the meaning given in Section 14.1(c) of Schedule 40 – Highway Work.
- 1.194 **“Discount Rate”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.195 **“Discrete Energy Service Actual Consumption”** has the meaning given in Schedule 8 – Energy Matters.
- 1.196 **“Discrete Energy Targets”** or **“DET”** has the meaning given in Schedule 8 – Energy Matters.
- 1.197 **“Discretion”** means, with respect to any consent, approval or decision required to be made by a Party, that any such approval, consent or decision may be made in the sole and absolute discretion of the relevant Party.
- 1.198 **“Discriminatory Change in Law”** means any Change in Law the effect of which is to discriminate directly against or impose additional Taxes which apply specifically to:
- (a) transit systems, including light rail transit systems whose design, construction, financing, operations, maintenance, rehabilitation, safety and security are procured by a contract similar to the original Project Agreement in relation to other similar transit systems;
 - (b) the System in relation to other transit systems, including light rail transit systems;
 - (c) the Highway in relation to other public highways;
 - (d) Project Co in relation to other persons; or
 - (e) Persons undertaking projects for design, construction, financing, operations and maintenance that are procured by a contract similar to the Project Agreement in

relation to other persons undertaking similar projects procured on a different basis,

except that such Change in Law shall not be a Discriminatory Change in Law:

- (f) where it is in response to any act or omission on the part of Project Co which contravenes Applicable Law (other than an act or omission rendered illegal by virtue of the Discriminatory Change in Law itself);
- (g) solely on the basis that its effect on Project Co is greater than its effect on other Persons;
- (h) where such Change in Law is a change in Taxes that affects Persons generally; or
- (i) in the case of a change to an OLRT Regulation that falls within the exception circumstances described in subparagraphs (a) and (b) of Section 38.4.

1.199 **“Dispute”** has the meaning given in Schedule 27 – Dispute Resolution Procedure.

1.200 **“Dispute Resolution Procedure”** means the procedure set out in Schedule 27 – Dispute Resolution Procedure.

1.201 **“Distribution”** has the meaning given in Schedule 28 – Refinancing.

1.202 **“Downtown Area”** means that portion of the Alignment between Booth Street and Elgin Street, in the City of Ottawa.

1.203 **“Drivers”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.

1.204 **“E&M”** means all electrical and mechanical equipment, machinery, computer hardware and systems included in the System together with all Project Intellectual Property as provided for in the Project Scope and Output Specifications.

1.205 **“EA Approvals”** means the approvals for the Project issued pursuant to EAA and CEAA, excluding those approvals or reviews relating to designs relating to the Project required to be submitted in accordance with EAA or CEAA, which designs shall be submitted by Project Co.

1.206 **“EAA”** means the *Environmental Assessment Act* (Ontario).

1.207 **“East Trial Running Period”** has the meaning given in Schedule 20 – Payment Mechanism.

1.208 **“Economic Interest”** means any right to receive, directly or indirectly and whether in cash or in kind, a payment, repayment, fee, interest, dividend, distribution, redemption or any other consideration of benefit or value to the recipient of any nature whatsoever.

1.209 **“EMC”** means electro magnetic compatibility.

1.210 “**Emergency**” means any situation, event, occurrence, multiple occurrences or circumstances:

(a) that:

- (i) any condition which exists with respect to any aspect of the System that adversely affects Safety or has the potential to adversely affect Safety or materially interfere with or prevent Operations;
- (ii) causes or may cause damage or harm to property, buildings and/or equipment;
- (iii) constitutes a hostage situation or state of emergency declared as such by the City Representative or the City;
- (iv) materially interferes with or prejudices or may materially interfere with or prejudice the safe operation of the System, the Highway, any part of the Lands or Highway Site, the conduct of Project Scope, or the conduct of Governmental Activities; or
- (v) constitutes a period of transition to or from war;

and which, in the Discretion of the City requires immediate action to prevent and/or mitigate the occurrence (or risk of the occurrence) of the foregoing;

- (b) which gives rise to an emergency, as determined by any statutory body including (notwithstanding the generality of the foregoing) an Emergency Service Provider; or
- (c) which gives rise to an emergency as determined by the Minister of Transport under the Railway Delegation Agreement dated October 1st, 2011.

1.211 “**Emergency Response Plan**” means the plan to be prepared, submitted and implemented by Project Co in accordance with Part 1 of Schedule 15-2 – Output Specifications – Design and Construction Requirements.

1.212 “**Emergency Service Providers**” means any Police Service, City Rail Office, fire fighting service, ambulance service, armed forces or other authority with emergency service authority pursuant to Applicable Law which may require access to the System or Highway from time to time.

1.213 “**Employees**” means employees of Project Co, a Contractor or any Subcontractor with respect to Maintenance.

1.214 “**Employee Payments**” means all amounts which Project Co at law, under the common law or pursuant to employment agreements (provided the terms are reasonable) is required to pay to its employees engaged in Maintenance Service, as a direct result of the termination of its Employees on the termination of this Project Agreement.

- 1.215 **“Employee Termination Payments”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.216 **“Encumbrance”** means, with respect to the Lands and the System and the Highway Site and Highway, any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Workplace Safety and Insurance Board, Canada Revenue Agency, and other Governmental Authorities, provided that any such item shall not be an Encumbrance for the purposes of the Project Agreement until such time as the relevant part of the Lands or the System to which it relates forms part of the Lands or the System for the purposes of the Project Agreement.
- 1.217 **“Energy Analysis Report”** has the meaning given in Schedule 8 – Energy Matters.
- 1.218 **“Energy Service”** has the meaning given in Schedule 8 – Energy Matters.
- 1.219 **“Energy Target Letter”** has the meaning given in Schedule 8 – Energy Matters.
- 1.220 **“Energy Utilities”** means energy/power including electricity, natural gas, fuel, oil and any other energy source used to carry out the Project Scope or otherwise consumed by the System, including renewable and alternative sources of energy.
- 1.221 **“Enforcement Event”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.222 **“Environmental Approvals”** means:
- (a) the Environmental Assessments and the Stage 2 Environmental Assessments; and
 - (b) any Permits, Licences and Approvals relating to environmental matters,
- provided that this definition shall be read in accordance with the Timing Principle.
- 1.223 **“Environmental Assessments”** means the documents listed in Appendix “A” to Schedule 17 - Environmental Obligations.
- 1.224 **“Environmental Laws”** means all Applicable Laws relating to public health or the protection of the environment or Species-at-Risk.
- 1.225 **“Environmental Management System”** means a comprehensive system that enables the management of Project Co’s Environmental Obligations detailed in Schedule 17 - Environmental Obligations, in a comprehensive, systematic, planned manner and which is documented in an Environmental Management Plan.
- 1.226 **“Environmental Management Plan”** has the meaning given in Schedule 17 – Environmental Obligations.

- 1.227 “**Environmental Quality Management Plan**” has the meaning given in Schedule 11 – Quality Management.
- 1.228 “**Environmental Reports**” means the Advanced Environmental Reports.
- 1.229 “**Environmental Site Assessment**” means an investigation in relation to land to determine the environmental condition of property, and includes a phase one environmental site assessment and a phase two environmental site assessment.
- 1.230 “**EPR Claim**” has the meaning given in Section 9.12 of the Project Agreement.
- 1.231 “**EPR Claim Notice**” has the meaning given in Section 9.12 of the Project Agreement.
- 1.232 “**Equipment**” means Fixed Equipment and Vehicle Equipment.
- 1.233 “**Equity Capital**” means the aggregate (without double counting) of all subscribed share capital, shareholder loans and other contributed capital of Project Co, excluding, for greater certainty, any amounts advanced to Project Co under the Lending Agreements which has a fixed return without equity participation, step-up rights or rights to share in Project Co’s excess cash flow and a coupon equal to or less than 150 % of the coupon payable to the Senior Lenders.
- 1.234 “**Equity IRR**” has the meaning given in Schedule 28 – Refinancing.
- 1.235 “**Equity Provider**” means each of the Partners.
- 1.236 “**Equity Sale IRR**” means the Equity IRR calculated to the date of any sale of Equity Capital and calculated by taking into account the full Implied Equity Value, together with all Distributions paid in respect of the Equity Capital, and the actual timing of payment of all such amounts.
- 1.237 “**Equivalent Project Relief**” has the meaning given in Section 9.12 of the Project Agreement.
- 1.238 “**Escalation Factor**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.239 “**Escrow Account**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.240 “**Estimate**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.241 “**Estimated Fair Value**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.242 “**Excess Equity Gain**” means an amount equal to the greater of zero and the difference between:
- (a) the amount paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital; and

- (b) the Threshold Equity Sale Amount.
- 1.243 **“Excluded Permits”** means any permissions, consents, approvals, registrations, exemptions, delegations and agreements and/or permits required for Design and/or Construction in accordance with the *Canada Transportation Act or the Railway Safety Act* (Canada), or required by Transport Canada or the Canadian Transportation Agency.
- 1.244 **“Excusing Cause”** has the meaning given in Section 42.1(a) of the Project Agreement.
- 1.245 **“Exempt Refinancing”** has the meaning given in Schedule 28 – Refinancing.
- 1.246 **“Exercise Date”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.247 **“Existing Contamination”** has the meaning given in Section 16.2(a).
- 1.248 **“Existing Highway Infrastructure”** means Highway Infrastructure situated in, on, over or under any part of the Highway Site at Commercial Close that in accordance with the Highway Specifications is to form part of the completed Highway, but excluding Infrastructure and other property of Utility Companies.
- 1.249 **“Expanded Belfast MSF”** means the Belfast MSF following the Belfast MSF Expansion Substantial Completion Date.
- 1.250 **“Expanded System”** means the System (as it is defined in this Agreement as of March 16, 2017), as expanded by the Stage 2 East System and the Stage 2 West System.
- 1.251 **“Expanded Design and Construction Performance Requirements”** means the provisions respecting the Fixed Facilities, E&M and Vehicles set out in:
- (a) Schedule 15-2 – Output Specifications – Design and Construction Requirements;
 - (b) Appendix 15-2 to Schedule 45 - Belfast MSF Expansion; and
 - (c) Schedule 15-2 to the DB Co Works Agreement.
- 1.252 **“Expanded Design and Construction Specifications”** means:
- (a) Schedule 15-2 – Output Specifications – Design and Construction Requirements;
 - (b) Appendix 15-2 to Schedule 45 - Belfast MSF Expansion; and
 - (c) Schedule 15-2 to the DB Co Works Agreement.
- 1.253 **“Expanded Output Specifications”** means:
- (a) the Output Specifications;
 - (b) Appendix 15-2 to Schedule 45 - Belfast MSF Expansion; and

- (c) Schedule 15-2 to the DB Co Works Agreement.
- 1.254 “**Expert**” has the meaning given in Schedule 27 – Dispute Resolution Procedure.
- 1.255 “**Expiry Date**” means the 30th anniversary of the original Required Revenue Service Availability Date, without taking into account any extensions to such date pursuant to Section 40 of the Project Agreement.
- 1.256 “**Expiry Transition Amount**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.257 “**Expiry Transition Procedure**” means the procedure for Expiry Transition described in Schedule 24 – Expiry Transition Procedure.
- 1.258 “**Expiry Transition Requirements**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.259 “**Expiry Transition Security**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.260 “**Expiry Transition Works**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.261 “**Expiry Transition Works Costs**” has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.262 “**Failure Points**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.263 “**FCLC**” means the Federal Canada Labour Code – Part 2.
- 1.264 “**Final Completion**” means the completion of the Design and Construction Works in accordance with the Project Agreement, including rectification of all Minor Deficiencies; for greater certainty, Final Completion shall not occur until Final Completion has occurred in respect of each Component.
- 1.265 “**Final Completion Certificate**” means the certificate to be issued by the Independent Certifier in accordance with Section 26.8 of the Project Agreement.
- 1.266 “**Final Completion Date**” means the date on which Final Completion is achieved as evidenced by the Final Completion Certificate, as such date shall be stated therein.
- 1.267 “**Final Completion Notice**” has the meaning given in Section 26.8(b) of the Project Agreement.
- 1.268 “**Final Design Development Submittals**” has the meaning given in Section 20.3(d)(ii)(B) of the Project Agreement.
- 1.269 “**Final System Condition Report**” has the meaning given in Schedule 24 – Expiry Transition Procedure.

- 1.270 “**Financial Close**” means the first date that funding is available under the Lending Agreements.
- 1.271 “**Financial Close Target Date**” means February 12, 2013, as such date may be extended in accordance with the provisions of the Project Agreement.
- 1.272 “**Financial Model**” means the computer spreadsheet model for the Project agreed by City and Project Co incorporating statements of Project Co’s cashflows including all expenditure, revenues, financing and taxation of the Project Scope together with the profit and loss accounts and balance sheets for Project Co throughout the Project Term accompanied by details of all assumptions, calculations and methodology used in their compilation and any other documentation necessary or desirable to operate the model.
- 1.273 “**Financial Obligations**” means the obligation to pay any application fees, third party fees, costs or charges (including all applicable taxes thereon), the provision of any letters of credit, instruments of guarantee, bonds or security deposits, or any other financial security obligations.
- 1.274 “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario).
- 1.275 “**First Pre-final Design Development Submittals**” has the meaning given in Section 20.3(d)(i) of the Project Agreement.
- 1.276 “**Fixed Component**” means the Fixed Facilities and the Fixed Equipment (and includes the MSFs), provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.277 “**Fixed Equipment**” means all E&M comprising or used in the System, other than Vehicle Equipment, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.278 “**Fixed Facilities**” means those improvements described as such in the Project Scope and Expanded Output Specifications (which for clarity, includes the MSFs and the Tunnel), provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.279 “**Force Majeure**” has the meaning given in Section 44.1(a) of the Project Agreement.
- 1.280 “**Gainshare Adjustment**” has the meaning given in Schedule 8 – Energy Matters.
- 1.281 “**Geotechnical Data Reports**” means the following reports:
- (a) Report entitled “Geotechnical Data Report, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT), West At-Grade (Segment 1), Ottawa, Ontario” dated October 2011;

- (b) Report entitled “Geotechnical Data Report, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT) Tunnel (Segment 2), Ottawa, Ontario” dated December 2011;
- (c) Report entitled “Geotechnical Data Report, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT), East At-Grade (Segments 3, 4 & 5), Ottawa, Ontario” dated October 2011;
- (d) Amendment entitled “Geotechnical Data Report, West At-Grade (Segment 1), Amendment No. 3, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT), Ottawa, Ontario” dated July 2012;
- (e) Amendment entitled “Geotechnical Data Report, East At-Grade (Segments 3, 4, & 5), Amendment No. 5, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT), Ottawa, Ontario” dated July 2012;
- (f) Amendment entitled “Geotechnical Data Report, Tunnel (Segment 2), Amendment No. 7, Geotechnical and Hydrogeological Investigation, Ottawa Light Rail Transit (OLRT), Ottawa, Ontario” dated July 2012;
- (g) Amendment entitled “Memorandum, Amendment No. 8 to the Tunnel Geotechnical Data Report (GDR), OLRT Project, Ottawa, Ontario” dated August 1, 2012;
- (h) Amendment entitled “Memorandum, Amendment No. 9 to the Tunnel Geotechnical Data Report (GDR), OLRT Project, Ottawa, Ontario” dated August 14, 2012; and
- (i) Amendment entitled “Memorandum, Amendment No. 10 to the Tunnel Geotechnical Data Report (GDR), OLRT Project, Ottawa, Ontario” dated August 24, 2012.

1.282 **“Good Industry Practice (Highway)”** means using standards, practices, methods and procedures to a good commercial standard, in conformity with Applicable Law and having regard to the standard of care set out in Section 11.2(a)(viii) of Schedule 40 – Highway Work, provided that this definition applies only to the Highway and the Highway Work.

1.283 **“Good Industry Practice (Works)”** or **“Good Engineering Practice (Works)”** or **“Good Practice (Works)”** or **“Best Practices (Works)”** means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances, provided that this definition applies throughout the Project Scope excluding the Highway and the Highway Work.

- 1.284 **“Government Sensitive Information”** means any information which is designated as such by City from time to time, or which a reasonable person, having regard to the circumstances, would regard as sensitive, including (i) all confidential information that is designated as such by Applicable Law, and (ii) any record, the disclosure of which could be injurious to the interests of City.
- 1.285 **“Governmental Activities”** means the provision of all governmental services and the conduct of all activities provided in connection or otherwise associated with the Lands and the System by any Governmental Authority or Emergency Service Provider, and includes the City Activities.
- 1.286 **“Governmental Authority”** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the City, any aspect of the performance of the Project Agreement, the operation of the System or the Governmental Activities, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.
- 1.287 **“Guarantors”** means the Construction Guarantors and the Maintenance Guarantors.
- 1.288 **“Guideway”** means the bed for the Tracks, whether elevated, at grade or below grade, included in the System, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.289 **“H&S Conviction”** has the meaning given in Section 45.1(a)(xix) of the Project Agreement.
- 1.290 **“Handover Maintenance”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.291 **“Has Knowledge”** or **“Have Knowledge”** means:
- (a) a natural person knows or has knowledge when information is received or acquired by the person under the circumstances in which a reasonable person would take cognizance of it; and
 - (b) corporation knows or has knowledge when information has been received or has come to the attention of:
 - (i) a director or officer of the corporation; or
 - (ii) a senior employee of the corporation with responsibility for matters to which the information relates,
 - (c) the City knows or has knowledge when information has been received or has come to the attention of:

- (i) Director, Rail Implementation Office;
- (ii) Deputy City Manager – Infrastructure Services and Community Sustainability; or
- (iii) the City Manager of the City;

under circumstances in which a reasonable person would take cognizance of it and, in the case of Project Co, shall include matters referred to in subparagraph (a) or (b) above with respect to the Contractors, and “**Knowledge**” has a corresponding meaning.

- 1.292 “**Hazardous Substances**” means any contaminant, pollutant, dangerous substance, toxic substance, liquid waste, industrial waste, gaseous waste, hauled liquid waste, hazardous material, or hazardous substance as defined or identified pursuant to any Applicable Law.
- 1.293 “**Headway**” means the amount of time which elapses between the arrival of Trains at Stations travelling in a specific direction.
- 1.294 “**Heritage Guidelines and Protocols**” means the Government of Ontario’s Best Practice Guidelines for the Treatment of Human Skeletal Remains Discovered Outside a Licensed Cemetery and the Cultural Heritage Protocol Agreement between the Ministry of Government Services and the Ministry of Culture and Communications.
- 1.295 “**High Cost Measures**” has the meaning given in Schedule 8 – Energy Matters.
- 1.296 “**Highway**” means, in respect of 417, all Highway Infrastructure, supporting systems, utilities and improvements required by the Contract Documents and whether or not in the course of construction, installation or completion. This description does not in any manner limit the scope of the Highway Work as set out in the Contract Documents.
- 1.297 “**Highway CLA Certificate**” has the meaning given in Section 16.1(c) of Schedule 40 – Highway Work.
- 1.298 “**Highway Commissioning**” shall mean the process of:
- (a) preparing a public highway, or a system for its intended use; and
 - (b) the management of testing, verifying, recording and documenting and the training of users of the systems in respect of the Highway Work,

and shall include, for greater certainty but without limitation, the requirement that all active systems and technologies forming part of the Highway Work perform in accordance with the design intent, manufacturer’s performance specifications and the Contract Documents, including the items set out in the “Commissioning Requirements and Sign Off” form attached as Exhibit 1 to Annex B of Schedule 40 – Highway Work.

- 1.299 “**Highway Commissioning Agent**” shall mean the person or entity chosen by City, if any, to assist with Highway Commissioning.

- 1.300 **“Highway Construction Schedule”** means the detailed computerized schedule prepared by Project Co in accordance with the terms and conditions of the Contract Documents, as updated from time to time in accordance with Section 12.1 of Schedule 40 – Highway Work.
- 1.301 **“Highway Contract Time”** is the time stipulated in Section 11.1(a)(ii) of Schedule 40 – Highway Work from commencement of the Highway Work to the Highway Substantial Completion Date and to Highway Final Completion Date.
- 1.302 **“Highway Design Issue”** means any matter arising under, with respect to, or in connection with the Contract Documents, and in particular, the Highway Drawings and Highway Specifications, which requires clarification in order to complete the Highway Work.
- 1.303 **“Highway Drawings”** means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Highway Work, and generally including plans, elevations, sections, details, schedules and diagrams and includes those Highway Drawings listed in Schedule 40 – Highway Work - Annex A – List of Highway Drawings and Highway Specifications.
- 1.304 **“Highway Final Completion”** shall occur when the Highway Work, except those items arising from the provisions of Article 35 of Schedule 40 – Highway Work, has been deemed to have been completed in accordance with the applicable provisions of the CLA and is so certified by the Consultant in accordance with Schedule 40 – Highway Work, including satisfying the requirements of Sections 16.1(k) and (l) of Schedule 40 – Highway Work.
- 1.305 **“Highway Final Completion Certificate”** has the meaning given in Section 16.1(o) of Schedule 40 – Highway Work.
- 1.306 **“Highway Final Completion Date”** means the date on which Highway Final Completion is achieved as evidenced by the Highway Final Completion Certificate, as such date shall be stated therein.
- 1.307 **“Highway Final Completion Notice”** has the meaning given in Section 16.1(m) of Schedule 40 – Highway Work.
- 1.308 **“Highway Final Payment”** means \$.
- 1.309 **“Highway Final Payment Date”** means the date specified in Section 16.1(p) of Schedule 40 – Highway Work.
- 1.310 **“Highway Infrastructure”** means all road, highway and park infrastructure including roadways, hard shoulders, slip roads, side roads, access roads, pavement, bridges, tunnels and other highway structures whether over or under the travelled surface, together with all related supporting infrastructure, buildings, improvements and amenities, including all intelligent traffic systems and equipment, fences and barriers, curbs, culverts, drainage

systems including outfalls and balancing ponds, grassed areas, sidewalks, hedges and trees, planted areas, footways, recreational paths, walking and cycling trails, recreational equipment and facilities, road markings, road traffic signs, road traffic signals, road lighting, communications installations, weigh stations, washrooms and rest areas, picnic sites, pullouts, embankments, retaining walls and cuttings.

- 1.311 **“Highway Milestone Payment”** means \$.
- 1.312 **“Highway Milestone Payment Date”** means ten Business Days following the Highway Substantial Completion Date.
- 1.313 **“Highway Minimum Subsequent Time”** has the meaning given in Section 15.1(c) of Schedule 40 – Highway Work.
- 1.314 **“Highway Minor Deficiencies”** means any defects, deficiencies and items of outstanding Highway Work (including in relation to seasonal work), which would not materially impair City’s use and enjoyment of the Highway Work and includes any damage to the Highway Work of Additional Contractors caused by Project Co.
- 1.315 **“Highway Minor Deficiencies Holdback”** has the meaning given in Section 16.1(h) of Schedule 40 – Highway Work.
- 1.316 **“Highway Minor Deficiencies List”** has the meaning given in Section 16.1(b) of Schedule 40 – Highway Work.
- 1.317 **“Highway Post Substantial Completion Maintenance”** has the meaning given in Section 11.23(b) of Schedule 40 – Highway Work.
- 1.318 **“Highway Proposed Date”** has the meaning given in Section 15.1(c) of Schedule 40 – Highway Work.
- 1.319 **“Highway Release”** has the meaning given in Section 14.1(c) of Schedule 40 – Highway Work.
- 1.320 **“Highway Scheduled Final Completion Date”** means November 16, 2015, as such date may be extended pursuant to Section 40 of the Project Agreement.
- 1.321 **“Highway Scheduled Substantial Completion Date”** means September 16, 2015, as such date may be extended pursuant to Section 40 of the Project Agreement.
- 1.322 **“Highway Shop Drawings”** means drawings, diagrams, illustrations, schedules, performance charts, brochures, samples, Product data, and other data which Project Co provides to illustrate details of a portion of the Highway Work.
- 1.323 **“Highway Shop Drawing Schedule”** means the schedule for the submission of shop drawings described in Section 11.11(c) of Schedule 40 – Highway Work.

1.324 **“Highway Site”** means the lands, site and property located in the City of Ottawa, Ontario and described in Schedule 40 – Highway Work - Annex F – Legal Description of Highway Site. Notwithstanding the foregoing, prior to April 1, 2013, the Highway Site shall not include the locations specified below except to the extent authorized by the City in its Discretion:

- (a) NW Quadrant of the Hurdman Bridge
 - (i) PIN # 04207-0396
 - (ii) PIN # 04207-0630
- (b) NE Quadrant of the Hurdman Bridge
 - (i) PIN # 04207-0410
 - (ii) PIN # 04207-0409
- (c) SW Quadrant of the Hurdman Bridge
 - (i) PIN # 04203-0732
- (d) Island south of the Hurdman Bridge
 - (i) PIN # 04203-0244
- (e) SE Quadrant of the Hurdman Bridge
 - (i) PIN 04203-0633

1.325 **“Highway Site Background Reports”** means the reports listed in Appendix 8 to this Schedule 1.

1.326 **“Highway Site Information”** means:

- (a) the Highway Site Background Reports; and
- (b) other information respecting the Highway Site in the Contract Documents, including infrastructure drawings and other reports, information or plans.

1.327 **“Highway Specific Change in Law”** means any Change in Law which principally affects or principally relates only to the design, construction and maintenance of public highways.

1.328 **“Highway Specifications”** means that portion of the Contract Documents, wherever located and whenever issued, consisting of written requirements and standards for Products, systems, workmanship, maintenance and the services necessary for the performance of the Highway Work and includes those Highway Specifications listed in

Schedule 40 – Highway Work - Annex A – List of Highway Drawings and Highway Specifications.

- 1.329 “**Highway Substantial Completion Certificate**” has the meaning given in Section 16.1(e) of Schedule 40 – Highway Work.
- 1.330 “**Highway Substantial Completion Countdown Notice**” has the meaning given in Section 15.1(a) of Schedule 40 – Highway Work.
- 1.331 “**Highway Substantial Completion Date**” means the date on which Substantial Completion of the Highway Work is achieved as evidenced by the Highway Substantial Completion Certificate, as such date shall be stated therein.
- 1.332 “**Highway Substantial Completion Notice**” has the meaning given in Section 16.1(a) of Schedule 40 – Highway Work.
- 1.333 “**Highway Traffic Control Plan**” means the plan prepared in accordance with the Contract Documents, including:
- (a) provision for Highway lane and ramp closure times, where applicable;
 - (b) directions for all existing Highway traffic lanes which shall be open to Highway Users at the end of each working day; and
 - (c) the detour routes approved by the City and the MTO in accordance with the Contract Documents.
- 1.334 “**Highway User**” means any member of the travelling public, any City Person, MTO and any other person that is on or about the Highway right of way or is otherwise making use of the Highway Infrastructure for any purpose.
- 1.335 “**Highway Warranty**” has the meaning given in Section 35.1(a) of Schedule 40 – Highway Work.
- 1.336 “**Highway Work**” means the construction, installation, testing, Highway Commissioning and completion of the Highway, including rectification of any Highway Minor Deficiencies, maintenance and any other activities required pursuant to the provisions of this Project Agreement.
- 1.337 “**Highway Work Deliverables**” has the meaning given in Section 16.1(i) of Schedule 40 – Highway Work.
- 1.338 “**HMQ**” means Her Majesty the Queen in Right of Ontario.
- 1.339 “**HST**” means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.340 “**HST Acceleration Event**” has the meaning given to it in Section 35.1(c).

- 1.341 **“Implementing Agreements”** means the Construction Contract as it relates to the Highway Work, the Lenders’ Direct Agreement and all other documents and agreements delivered by the Parties at Financial Close under the Project Agreement, excluding the Project Agreement and the Lending Agreements.
- 1.342 **“Implied Equity Value”** means the amount paid in consideration of a percentage of Equity Capital divided by the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital.
- 1.343 **“Indebtedness Notice”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.344 **“Indemnifiable Taxes”** has the meaning given in Section 35.6(b) of the Project Agreement.
- 1.345 **“Indemnifier”** has the meaning given in Section 56.3(a) of the Project Agreement.
- 1.346 **“Independent Certifier”** means the person appointed as the Independent Certifier pursuant to the Independent Certifier Agreement and as may be permitted pursuant to the Project Agreement.
- 1.347 **“Independent Certifier Agreement”** means the contract entered into between Project Co, the City and the Independent Certifier in substantially the form attached hereto as Schedule 6 – Independent Certifier Agreement and includes all renewals, amendments, supplements, extensions, restatements, modifications, replacements or consolidations thereof.
- 1.348 **“Independent Inspector”** has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.349 **“Indirect Losses”** has the meaning given in Section 57.1(a) of the Project Agreement.
- 1.350 **“Inflation Base Date”** has the meaning given in Schedule 20 – Payment Mechanism.
- 1.351 **“Inflation Index”** means the Consumer Price Index, for All-items in Ontario, as published by Statistics Canada or, if such Consumer Price Index in its present form becomes unavailable, such similar index as may be agreed by the Parties, acting reasonably, and if such agreement cannot be reached, pursuant to Schedule 27 – Dispute Resolution Procedure.
- 1.352 **“Infrastructure”** means all transit and park infrastructure including roadways, hard shoulders, slip roads, side roads, access roads, pavement, bridges, tunnels and other highway structures whether over or under the travelled surface, together with all related supporting infrastructure, buildings, improvements and amenities, including all intelligent traffic systems and equipment and other elements of a LRT System, fences and barriers, curbs, culverts, drainage systems including outfalls and balancing ponds, grassed areas, sidewalks, hedges and trees, planted areas, footways, recreational paths, walking and cycling trails, recreational equipment and facilities, road markings, road traffic signs,

road traffic signals, road lighting, communications installations, washrooms and rest areas, embankments, retaining walls and cuttings, but excluding Highway Infrastructure.

- 1.353 **“Innovation Proposal”** has the meaning given in Section 39.2(b) of the Project Agreement.
- 1.354 **“Inspection and Test Plan”** has the meaning given in Schedule 11 – Quality Management.
- 1.355 **“Insurance Payment”** has the meaning given in Section 7.1(a) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.356 **“Insurance Policies”** has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.357 **“Insurance Proceeds”** has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.358 **“Insurance Review Date”** has the meaning given in Section 7.1(b) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.359 **“Insurance Review Period”** has the meaning given in Section 7.1(c) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.360 **“Insurance Trust Agreement”** means the insurance trust agreement to be entered into between the City, Lenders’ Agent, Project Co and the Account Trustee in the form set out in Schedule 30 – Insurance Trust Agreement, as such document may be amended and restated from time to time.
- 1.361 **“Integration”** means the Design, Construction, testing and commissioning of all elements of the System, in part and as a whole, including the Fixed Facilities, the Vehicles, the MSF, and the E&M, such that all components of the System function together as one coherent system, notwithstanding the creation of the System as separate components, in accordance with the Output Specifications and otherwise as required in accordance with this Project Agreement, and **“Integrated”** shall have a corresponding meaning.
- 1.362 **“Intellectual Property”** means discoveries, research, developments, designs, industrial designs, improvements, innovations, inventions, software, computer programs and code of all types, layouts, interfaces, applications, tools, databases, hardware, methods, concepts, processes, know-how, formulae, mask works, works subject to copyright, and other technologies, works and creations now existing or developed in the future, whether or not registered or registrable, patentable or non-patentable, or confidential or non confidential.
- 1.363 **“Intellectual Property Rights”** means all intellectual property rights of any kind whatsoever, whether or not registered or registrable, including copyright, patents and patent applications, database rights, industrial design registrations, rights in respect of

trademarks, trade names, domain names, mask works, trade secrets and confidential information, and all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable) now or hereafter in force and effect throughout all or any part of the universe.

- 1.364 **“Invoice Date”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.365 **“IO”** means Ontario Infrastructure and Lands Corporation, a non-share capital corporation continued under the *Ontario Infrastructure and Lands Corporation Act*, S.O. 2011, c.9, Schedule 32, as amended.
- 1.366 **“Irrecoverable Tax”** has the meaning given in Section 35.2(b) of the Project Agreement.
- 1.367 **“Joint Insurance Cost Report”** has the meaning given in Section 7.2 of Schedule 25 – Insurance and Performance Security Requirements.
- 1.368 **“Junior Debt Service Amount”** means, for any period, the principal and interest payable by Project Co or any Project Co Party to the Junior Lenders in the normal course under the Lending Agreements.
- 1.369 **“Junior Lenders”** means [NOT APPLICABLE].
- 1.370 **“Key Individual”** means those Project Co Parties listed in Schedule 9 – Key Individuals.
- 1.371 **“Lands”** means Real Property Interests, including Real Property Interests in Crown Lands, described in the Real Property Schedule provided that the After-Acquired Lands shall not constitute part of the Lands until the City acquires possession of any Real Property Interests in the After-Acquired Lands specified in the Real Property Schedule and Notice of possession of such Real Property Interest has been delivered to Project Co, and provided further that:
- (a) the Belfast MSF Expansion Lands shall only form part of the Lands from the Belfast MSF Expansion Substantial Completion Date (provided that, from such date, the City shall be deemed to have provided written Notice of the possession of Real Property Interests in such lands for the purposes of the Licence referred to in Section 14.1(b), if such Notice has not already been issued by such date);
 - (b) the Stage 2 East Lands shall only form part of the Lands from the Stage 2 East Substantial Completion Date; and
 - (c) the Stage 2 West Lands shall only form part of the Lands from the Stage 2 West Substantial Completion Date.
- 1.372 **“Landscape Plan”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.

- 1.373 “**Latent Defect**” means a Defect not disclosed, properly inferable, readily apparent or readily discoverable in the Background Information and not ascertainable upon the performance of reasonable due diligence without intrusive testing.
- 1.374 “**Lead Architect**” means an individual with a minimum of 20 years of experience in the design and construction of large scale private and public facilities, including 10 years of experience specifically related to the design and construction of public transportation facilities, with a focus on above ground and underground passenger rail stations. The individual shall hold a current Architectural license in the Province of Ontario and have experience in similar type projects where new stations were constructed and existing stations were renovated.
- 1.375 “**LEED**” means Leadership in Energy and Environmental Design.
- 1.376 “**LEED Certification**” means LEED certification level under the LEED Rating System, including any addenda or updates thereto issued prior to Commercial Close.
- 1.377 “**LEED Compliance Certificate**” has the meaning given in Section 24.5(d) of the Project Agreement.
- 1.378 “**LEED Rating System**” means a rating system for the design, construction and operation of high performance green buildings, homes and neighbourhoods.
- 1.379 “**Lender Representative**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.380 “**Lenders’ Agent**” means BNY Trust Company of Canada, acting as collateral agent for and on behalf of the Lenders.
- 1.381 “**Lenders’ Direct Agreement**” means the direct agreement to be entered into between the City, the Lenders’ Agent and Project Co in the form set out in Schedule 4 – Lenders’ Direct Agreement.
- 1.382 “**Lenders**” means all or any of the persons who provide financing to Project Co in respect of the Project Scope under the Lending Agreements, including without limitation, the Senior Lenders, and, where the context so permits, prospective financiers or lenders.
- 1.383 “**Lending Agreements**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.384 “**Letter of Credit**” means a letter of credit issued by a bank listed in Schedule I to the *Bank Act* (Canada) substantially in the form set out in Schedule 29 – Standby Letter of Credit.
- 1.385 “**Liquid Market**” has the meaning given in Schedule 23 – Compensation on Termination.

- 1.386 **“Liquidated Damages”** means the damages that will be suffered by the City if the Revenue Service Availability Date does not occur by the Required Revenue Service Availability Date or if Substantial Completion of the Highway Work does not occur by the Highway Scheduled Substantial Completion Date, which damages are as agreed upon by the Parties and described in Section 26.7 and Section 15.1 of Schedule 40 – Highway Work, respectively, and which damages are a genuine pre-estimate of the damages that will be suffered by the City in such event and are not a penalty.
- 1.387 **“Longstop Date”** has the meaning given in Section 45.1(a)(ii).
- 1.388 **“Low Cost Measures”** has the meaning given in Schedule 8 – Energy Matters.
- 1.389 **“LRT Systems”** has the meaning given to in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.390 **“LRT Systems and Integration Manager”** means Keven Taggart.
- 1.391 **“Maintain”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.392 **“Maintenance”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.393 **“Maintenance and Rehabilitation Requirements”** means the Maintenance and Rehabilitation Requirements contained in Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements.
- 1.394 **“Maintenance Committee”** has the meaning given in Section 12.1(a) of the Project Agreement.
- 1.395 **“Maintenance Construction”** means all demolition and construction work carried out by or on behalf of Project Co forming part of, required by or in connection with the Maintenance Services or the other Project Scope, but not including the Design and Construction Works or the Belfast MSF Expansion Works.
- 1.396 **“Maintenance Contract”** means the agreement between Project Co and the Maintenance Contractor or such other party as shall be approved by the City to perform the Maintenance Services with respect to the System.
- 1.397 **“Maintenance Contractor’s Direct Agreement”** means the direct agreement to be entered into amongst the City, Project Co, and the Maintenance Contractor, in the form set out in Schedule 5 – Contractor’s Direct Agreement.
- 1.398 **“Maintenance Contractor”** means Rideau Transit Maintenance General Partnership.
- 1.399 **“Maintenance Director”** means Grant Bailey.

- 1.400 **“Maintenance Guarantor”** means ACS Servicios y Concesiones, S.L., SNC-Lavalin Group Inc. and EllisDon Inc.
- 1.401 **“Maintenance Manager”** means Robert Chappell.
- 1.402 **“Maintenance Services”** means the maintenance and other work to be performed and services to be provided by Project Co as described in Section 1.2 of Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements, as such work and services may from time to time be varied in accordance with the Project Agreement, but specifically excluding the Governmental Activities.
- 1.403 **“Maintenance Submittal”** has the meaning given in Section 11.1 of Schedule 10 – Review Procedure.
- 1.404 **“Maintenance Term”** means the period commencing upon the Revenue Service Commencement Date to and including the Termination Date, provided that:
- (a) the Maintenance Term for the Belfast MSF Expansion shall commence on the Belfast MSF Expansion Substantial Completion Date;
 - (b) the Maintenance Term for the Stage 2 East System shall commence on the Stage 2 East Substantial Completion Date;
 - (c) the Maintenance Term for the Stage 2 West System shall commence on the Stage 2 Substantial Completion Date; and
 - (d) the Maintenance Term for each Stage 2 Additional Vehicle shall commence on Delivery of such Stage 2 Additional Vehicle in accordance with Schedule 44.
- 1.405 **“Maintenance Term Commencement Date”** means the date on which the Maintenance Term commences.
- 1.406 **“Make Good”, “Made Good”** and derivatives thereof, means repairing, restoring, refurbishing, rehabilitating or performing filling operation on the Highway Work as required under the Contract Documents or any existing components disturbed due to the Highway Work, to at least the condition existing at the commencement of the Highway Work, in terms of construction integrity, finishes, alignment with existing adjoining surfaces, and compatibility of materials.
- 1.407 **“Mandatory Refinancing”** has the meaning given in Schedule 28 – Refinancing.
- 1.408 **“Market Value Availability Deduction Amount”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.409 **“Maximum Monthly Service Payment”** has the meaning given in Schedule 23 – Compensation on Termination.

- 1.410 “**Medical Contamination**” means a disease carrying agent which cleaning and prevention of infection or contamination techniques in use in accordance with Good Industry Practice and the Project Agreement cannot substantially prevent or cannot substantially remove with the result that:
- (a) it is unsafe to admit System Users to the System or to use the System; and
 - (b) the System cannot be made safe for the admission of System Users.
- 1.411 “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) R.S.O. 1990, c.M.56, as amended from time to time.
- 1.412 “**Milestone**” means any subcomponent of a Component described as a “**Milestone**” as shall be mutually agreed upon between the Parties as described in Schedule 36 – Milestones.
- 1.413 “**Milestone Acceptance**” means with respect to any Milestone, the point at which the Milestone Acceptance Criteria for such Milestone have been attained in accordance with the Project Agreement subject only to Minor Deficiencies, a Milestone Acceptance Certificate has been issued evidencing Milestone Acceptance in respect of that Milestone, and all requirements for Milestone Acceptance for such Milestone described in Schedule 36 – Milestones, other than in respect of Minor Deficiencies, have been satisfied in respect of that Milestone.
- 1.414 “**Milestone Acceptance Certificate**” means with respect to any Milestone, the certificate to be issued the by the Independent Certifier in accordance with Section 26.2 of the Project Agreement.
- 1.415 “**Milestone Acceptance Criteria**” means the various technical aspects in respect of which the Independent Certifier is to certify attainment for a particular Milestone as set out in Schedule 36 Milestones.
- 1.416 “**Milestone Acceptance Date**” means, with respect to any Milestone, the date on which Milestone Acceptance is achieved with respect to that Milestone, as evidenced by a Milestone Acceptance Certificate with respect to that Milestone, as such date shall be stated therein.
- 1.417 “**Milestone Acceptance Notice**” has the meaning given in Section 26.2 (b) of the Project Agreement.
- 1.418 “**Milestone Payment**” means a payment in respect of the relevant Milestone as enumerated in Schedule 19 – Milestone Payments.
- 1.419 “**Milestone Payment Date**” means with respect to any Milestone, the date that is the later of:
- (a) five Business Days following the relevant Milestone Acceptance Date has been certified by the Independent Certifier; and

- (b) five days following the receipt of the invoice in respect of the relevant Milestone.
- 1.420 **“Minimum Subsequent Time”** has the meaning given in Section 26.7 of the Project Agreement.
- 1.421 **“Mini-Perm Financing”** has the meaning given in Schedule 28 – Refinancing.
- 1.422 **“Minor Deficiencies”** means any defects, deficiencies and items of outstanding work (including in relation to seasonal work) arising from or related to the work required to achieve Final Completion or Milestone Acceptance in the case of any Milestone, and which would not materially impair:
- (a) the public’s or the City’s use and enjoyment of the System;
 - (b) the performance of the Governmental Activities;
 - (c) the performance of the Maintenance Services by Project Co; or
 - (d) safety or traffic flow on the System in any relevant respect,
- but, for the avoidance of doubt, not including the MSF Deferred Completion Elements and the MSF Reconfiguration Elements.
- 1.423 **“Minor Deficiencies List”** has the meaning given in Section 26.4(a) of the Project Agreement.
- 1.424 **“Mobility Matters Deductions”** means the sum of:
- (a) Any amounts for BRT Lane Closure Adjustment calculated pursuant to Section 5 of Part A to Schedule 37;
 - (b) Any amounts for Peak Hour BRT Interruptions calculated pursuant to Section 6 of Part A to Schedule 37;
 - (c) Any amounts for Lane Closure Adjustments calculated pursuant to Section 5 of Part B to Schedule 37; and
 - (d) Any amounts for Peak Hour Lane Interruption calculated pursuant to Section 6 of Part B to Schedule 37.
- 1.425 **“MOE”** means Her Majesty The Queen in Right of Ontario as represented by the Minister of the Environment, and includes any successors thereto or persons exercising delegated power under the Minister of the Environment’s authority.
- 1.426 **“Monitoring Notice”** has the meaning given in Section 31.4(a) of the Project Agreement.
- 1.427 **“Monthly Service Payments”** means payments required to be made by the City on account of Maintenance pursuant to Schedule 20 – Payment Mechanism.

- 1.428 **“Moodie Maintenance and Storage Facility”** means the Moodie maintenance and storage facility described in Schedule 15-2 of the DB Co Works Agreement.
- 1.429 **“MSFs”** means:
- (a) prior to the Belfast MSF Expansion Substantial Completion Date, MSF or MSFs shall refer only to the Original Belfast MSF;
 - (b) from the Belfast MSF Expansion Substantial Completion Date until the Stage 2 West Substantial Completion Date, MSF or MSFs shall refer only to the Belfast MSF; and
 - (c) from the Stage 2 West Substantial Completion Date, MSFs shall mean the Belfast MSF and the Moodie Maintenance and Storage Facility and MSF shall mean any of the MSFs.
- 1.430 **“MSF Deferred Completion Elements”** means those components of the Belfast MSF which the parties have agreed to remove from the Design and Construction Specifications and to defer and complete as part of the Belfast MSF Expansion, as set out in Part A of Schedule A to the Belfast MSF Expansion Variation Confirmation.
- 1.431 **“MSF Excluded Elements”** means those components of the Belfast MSF which the parties have agreed to remove from the Design and Construction Specifications and that will not be completed at all either under the Project Agreement or as part of the Belfast MSF Expansion as set out in Part C of Schedule A to the Belfast MSF Expansion Variation Confirmation.
- 1.432 **“MSF Reconfiguration Elements”** means those components of the Belfast MSF which the parties have agreed to remove from the Design and Construction Specifications and to defer and complete following Belfast MSF Substantial Completion as part of the reconfiguration of the Belfast MSF once the manufacture of rolling stock vehicles has ceased at the Belfast MSF as set out in Part B of Schedule A to the Belfast MSF Expansion Variation Confirmation.
- 1.433 **“MTO”** means Her Majesty The Queen in Right of Ontario as represented by the Minister of the Transportation, and includes any successors thereto or persons exercising delegated power under the Minister of the Transportation’s authority.
- 1.434 **“MTO Base Staging Requirements”** means the following items set out in the Highway Drawings or Highway Specifications:
- (a) Design Criteria and Design Construction Report (GWP 4091-07-00 & 4320-06-00);
 - (b) Vanier Parkway, Belfast Road, and Lees Avenue bridges to be replaced no later than September 30, 2014;
 - (c) Traffic Management and Incident Management Requirements; and

- (d) Interim completion date of August 23, 2013 from Split to St. Laurent to fix the split and weave from 417 to St. Laurent.
- 1.435 **“MTO Highway Acceptance”** has the meaning given in Section 17.1(a) of Schedule 40 – Highway Work.
- 1.436 **“MTO Winter Maintenance Work”** has the meaning set out in Section 40.4(a) of the Project Agreement.
- 1.437 **“NCC”** means National Capital Commission.
- 1.438 **“NCC FLUA”** means the federal land use, design, and transaction approval of the NCC under section 12 of the *National Capital Act* required in respect of the change of use of, or erection, alteration, extension or demolition of a building or other work on, Crown Lands which are “public lands” within the “National Capital Region” (as such terms are defined in the NCC Act), as indicated in Appendix 2 – Lands – After – Acquired Lands – Crown Lands to this Schedule 1, which approval may include and be subject to conditions.
- 1.439 **“NCC Stations”** means the five (5) LRT stations within the Project, namely, Tunney’s Pasture, Bayview, Lebreton, Hurdman and Train, which stations are subject to the NCC FLUA.
- 1.440 **“NCC Act”** means the *National Capital Act* (Canada).
- 1.441 **“Net Highway Maintenance Adjustment”** has the meaning given in paragraph 28 of Annex G to Schedule 40 – Highway Work.
- 1.442 **“Net Highway Payment Adjustment”** has the meaning given in paragraph 28 of Annex G to Schedule 40 – Highway Work.
- 1.443 **“New Agreement”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.444 **“New Highway Substantial Completion Date”** has the meaning given in Section 15.1(c) of Schedule 40 – Highway Work, as such date may be amended pursuant to Section 40 of the Project Agreement.
- 1.445 **“New Project Co”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.446 **“New Required Revenue Service Availability Date”** has the meaning given in Section 26.7, as such date may be extended pursuant to Section 40 of the Project Agreement.
- 1.447 **“New System Infrastructure”** at any time means Infrastructure constructed in, on, over or under any part of the Lands as part of the Design and Construction Works, but

excluding Third Party Facilities and Infrastructure and other property of Utility Companies.

- 1.448 “**No Cost Measures**” has the meaning given in Schedule 8 – Energy Matters.
- 1.449 “**No Default Payment Compensation Amount**” means, with respect to an amount and a specified period of time, such amount multiplied by (i) such period of time in days divided by the actual number of days in the current year multiplied by (ii) the rate of interest per annum in effect on each such day quoted by National Bank of Canada from time to time as its reference rate for Canadian Dollar demand loans made to its commercial customers in Canada and which it refers to as its “prime rate”, as such rate may be changed by it from time to time.
- 1.450 “**Non-Conformance**” has the same meaning as Quality Failure.
- 1.451 “**Non-Default Termination Sum**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.452 “**Non Regulated Utilities**” means utilities such as utilities for the provision of water and sanitary and storm sewers wherein the sole Relevant Authority is the City.
- 1.453 “**Non-Resident**” means a person that is, at the relevant time, a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 1.454 “**Notice**” has the meaning given in Section 61.1(a) of the Project Agreement.
- 1.455 “**Notice of Dispute**” has the meaning given in Schedule 27 – Dispute Resolution Procedure.
- 1.456 “**Notice Period**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.457 “**Novation Date**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.458 “**Novation Notice**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.459 “**OHSA**” means the *Occupational Health and Safety Act* (Ontario).
- 1.460 “**OLRT**” means Ottawa Light Rail Transit.
- 1.461 “**OLRT Regulations**” means the bylaws, guidelines, policies, regulations, rules, standards, safety management system requirements and security management system requirements, or similar instruments or requirements, adopted by the City from time to time in relation to the regulation of the design, construction, operation, maintenance, safety and security of, as well as the rates and conditions of service of, the System.
- 1.462 “**Operating Hours**” means for a Station for a day, the number of operating hours (including portions of an hour) for that Station for that day set out in Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements.

- 1.463 “**Operation**” or “**Operations**” means operation of the System commencing upon the Revenue Service Commencement Date in accordance with the Operation Requirements and Specifications, and shall specifically exclude Maintenance.
- 1.464 “**Operation Requirements and Specifications**” means the minimum requirements for Operation of the System, including the Operating Hours, in accordance with the Operations Service Plan and the provisions of Section 2.1(a)(vii) of Appendix A of Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements.
- 1.465 “**Operations Service Plan**” means the plan referred to in Attachment 2 of Appendix A to Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements, as amended from time to time in accordance with such Schedule.
- 1.466 “**Order**” has the meaning given in Schedule 30 – Insurance Trust Agreement.
- 1.467 “**Original Belfast MSF**” means the MSF described in Schedule 15-2, Part 6 - Design and Construction Requirements MSF, not including the Belfast MSF Expansion Works, and located at 805 Belfast Road, Ottawa, Ontario, K1G 0Z4.
- 1.468 “**Other Contractor**” means an Additional Contractor or a Third Party Contractor.
- 1.469 “**Other Existing Infrastructure**” means all existing works and infrastructure on, over or under the Lands at Commercial Close.
- 1.470 “**Other Works**” means the Additional Works and the Third Party Works.
- 1.471 “**Output Specifications**” means Schedule 15 – Output Specifications, and includes Schedule 15-1 – Technical Definitions and Reference Documents (as amended by the Stage 2 Maintenance Services Variation and subject to the Timing Principle), Schedule 15-2 – Design, Construction Requirements, and Schedule 15-3 – Maintenance and Rehabilitation Requirements (as amended by the Stage 2 Maintenance Services Variation and subject to the Timing Principle) and Annex B – List of Highway Drawings and Highway Specifications to Schedule 40 – Highway Work and the Civic Work Specifications.
- 1.472 “**PA Parties**” or “**PA Party**” has the meaning given in Schedule 6 – Independent Certifier Agreement.
- 1.473 “**Painshare Adjustment**” has the meaning given in Schedule 8 – Energy Matters.
- 1.474 “**Partners**” means ACS RTG Partner Inc., SNC RTG Partner Inc. and EllisDon RTG Partner Inc.
- 1.475 “**Party Representative**” and “**Party Representatives**” have the meanings given in Schedule 27 – Dispute Resolution Procedure.
- 1.476 “**Party**” means either the City or Project Co, and “**Parties**” means both the City and Project Co.

- 1.477 **“Passenger”** means a natural person using any segment of the System.
- 1.478 **“Pavement”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.479 **“Payment Adjustment Report”** has the meaning given in Section 34.6 of the Project Agreement.
- 1.480 **“Payment Compensation Amount”** means, with respect to an amount and a specified period of time, such amount multiplied by (i) such period of time in days divided by the actual number of days in the current year multiplied by (ii) the rate of interest per annum in effect on each such day equal to 2 % over the rate of interest per annum quoted by National Bank of Canada from time to time as its reference rate for Canadian Dollar demand loans made to its commercial customers in Canada and which it refers to as its “prime rate”, as such rate may be changed by it from time to time.
- 1.481 **“Payment Mechanism”** means the payment mechanism set out in Schedule 20 – Payment Mechanism.
- 1.482 **“Performance Guarantees”** means the guarantees to Project Co in respect of the Construction Contract provided by the Construction Guarantors and in respect of the Maintenance Contract provided by the Maintenance Guarantors.
- 1.483 **“Performance Monitoring Program”** means the monitoring of performance of the Maintenance Services by Project Co through the Nonconformity reporting process detailed in Part 7 of Schedule 11 – Quality Management and the Performance Monitoring Reports prepared and submitted in accordance with Part 8 of Schedule 11 – Quality Management.
- 1.484 **“Performance Monitoring Report”** has the meaning given in Schedule 11 – Quality Management.
- 1.485 **“Permanent Easements”** means easements (other than the Construction Easements) providing for rights of way necessary for the Construction, Operation and Maintenance of the System, as provided by the City in its Discretion.
- 1.486 **“Permits”** means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required from any Relevant Authority, Regulated Utilities, Non Regulated Utilities and all necessary consents and agreements from any third parties or otherwise to Construct the System and the Highway Work, to effect the Revenue Service Availability and Substantial Completion of the Highway Work, and otherwise to carry out the Project in accordance with this Agreement, but excluding Excluded Permits.
- 1.487 **“Permits, Licences and Approvals”** means the City Permits, Licences and Approvals and Project Co Permits, Licences and Approvals.

1.488 “**Permitted Borrowing**” means:

- (a) any advance to Project Co under the Lending Agreements;
- (b) any additional financing approved by the City in accordance with Section 1.9 of Schedule 22 – Variation Procedure to the Project Agreement; and
- (c) any amendment, waiver or exercise of a right under the Lending Agreements made during the Step-In Period that does not increase the City’s liabilities under the Project Agreement whether actual or contingent, present or future, known or unknown.

1.489 “**Person**” means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization, other Business Entity or Relevant Authority;

1.490 “**Personal Information**” means all personal information (as the term “personal information” is defined in the *Personal Information Protection and Electronic Documents Act* (Canada)) in the custody or control of Project Co or any Project Co Party other than personal information of the employees of Project Co or the Project Co Parties and other than personal information that is wholly unrelated to the Project Scope and not derived directly or indirectly from the City in respect of the Project.

1.491 “**Planned Mini-Perm Refinancing Date**” has the meaning given in Schedule 28 – Refinancing.

1.492 “**Police Service**” means the Royal Canadian Mounted Police, the Ontario Provincial Police, the Ottawa Police and any other law enforcement agency with jurisdiction pursuant to Applicable Law, as applicable.

1.493 “**Post Termination Maintenance Amount**” has the meaning given in Schedule 23 – Compensation on Termination.

1.494 “**Post-Warranty Delay Period**” has the meaning given in Section 42.1(a)(xx) of the Project Agreement.

1.495 “**Pre-Existing Environmental Site Conditions**” means the environmental conditions of the Lands as set out in the Environmental Reports.

1.496 “**Pre-Final Design Development Submittals**” has the meaning given in Section 20.3(d)(i) of the Project Agreement and shall include First Pre-Final and Second Pre-Final Submissions where required by Schedule 10 – Review Procedure.

1.497 “**Preventive Maintenance**” has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.

- 1.498 **“Previously Paid Monthly HST Amount”** means an HST amount to be determined as provided for below which in the aggregate is equal to the amount of the Section 35.1(c) Payment. The amount of each Previously Paid Monthly HST Amount shall be:
- (a) the amount of the Section 35.1(c) Payment amortized on a straight line basis over the Monthly Service Payments due over the remainder of the Maintenance Term following the payment of the Section 35.1(c) Payment subject to an alternative basis on which to amortize the remaining unapplied Section 35.1(c) Payment as provided for by Applicable Law in which case the City shall determine the Previously Paid Monthly HST Amount in accordance with such Applicable Law, provided that the City may, at any time, proceed to obtain an advance ruling under the *Excise Tax Act* (Canada) (or rely upon an existing advance ruling under the *Excise Tax Act* (Canada)) in respect to some other basis for amortizing the remaining unapplied Section 35.1(c) Payment over the Monthly Service Payments due over the remainder of the Maintenance Term, and in such event, the remaining unapplied Section 35.1(c) Payment may be amortized over the Monthly Service Payments in a manner provided for in the advance ruling if the City so determines in its Discretion;
 - (b) communicated by the City to Project Co in writing at the same time that the City pays Project Co the Section 35.1(c) Payment; and
 - (c) credited to the City in each Monthly Service Payment invoice sent by Project Co to the City following the payment of the Section 35.1(c) Payment.
- 1.499 **“Procurement Support Services”** has the meaning given in Schedule 43 to the Project Agreement.
- 1.500 **“Product”** or **“Products”** means material, machinery, equipment and fixtures forming the Highway Work but does not include machinery and equipment used to prepare, fabricate, convey or erect the Highway Work, which is referred to as construction machinery and equipment.
- 1.501 **“Professional Engineer”** means a professional engineer licensed by Professional Engineers Ontario to practice in the Province of Ontario.
- 1.502 **“Prohibited Act”** has the meaning given in Section 60.1(a) of the Project Agreement.
- 1.503 **“Prohibited Acts Termination Sum”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.504 **“Project”** has the meaning given in the recitals to the Project Agreement.
- 1.505 **“Project Agreement”** has the meaning given in the recitals to the Project Agreement and includes all renewals, amendments, supplements, extensions, restatements, modifications, replacements or consolidations thereof and Variation Confirmations thereto, but not, despite the provisions of Section 2.12 of this Schedule 1, the Belfast MSF Expansion Variation Confirmation.

- 1.506 **“Project Agreement Arbitration”** has the meaning given in Schedule 27 – Dispute Resolution Procedure.
- 1.507 **“Project Co”** means Rideau Transit Group General Partnership.
- 1.508 **“Project Co Certificate”** has the same meaning given to it in Section 2.5(a)(ii).
- 1.509 **“Project Co Closing Documents”** means the documents delivered by Project Co as more particularly enumerated in Schedule 2 – Completion Documents.
- 1.510 **“Project Co Commissioning”** means the commissioning activities to be carried out by Project Co in order to achieve Revenue Service Availability as set forth in Schedule 14 – Commissioning.
- 1.511 **“Project Co Commissioning Coordinator”** has the meaning given in Schedule 14 – Commissioning.
- 1.512 **“Project Co Event of Default”** has the meaning given in Section 45.1(a) of the Project Agreement and shall exclude any Project Co Belfast MSF Expansion Event of Default.
- 1.513 **“Project Co Hazardous Substances”** has the meaning given in Schedule 40.
- 1.514 **“Project Co Highway Design Contingency”** or “PDC” is the portion of the Highway Milestone Payment which comprises all the costs to implement an acceptable resolution to any and all Highway Design Issues that are properly characterized as Project Co Highway Design Issues.
- 1.515 **“Project Co Highway Design Issue”** has the meaning given in Section 11.17(b) of Schedule 40 – Highway Work.
- 1.516 **“Project Co Indemnified Hazardous Substances Claims”** has the meaning given in Section 56.1(a)(vii) of the Project Agreement.
- 1.517 **“Project Co Group”** means Project Co and its Partners together with any person or group of persons, who, either individually or collectively, have Direct or Indirect Power or Control of Project Co or its Partners.
- 1.518 **“Project Co Party”** means:
- (a) the Construction Contractor;
 - (b) the Maintenance Contractor;
 - (c) any person engaged by Project Co, any of the Contractors, from time to time as may be permitted by the Project Agreement to procure or manage the provision of the Project Scope (or any of them); and
 - (d) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors,

and “**Project Co Parties**” shall be construed accordingly.

- 1.519 “**Project Co Permits, Licences and Approvals**” means all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations required to perform the Project Scope in accordance with the Project Agreement and as required by Applicable Law, and all necessary consents, approvals, certificates, permits, licences, agreements and authorizations from and with any third parties (including, to the extent applicable, all Development Approvals, Railway Approvals and Utility Agreements, and the approval of the Fire Marshal of Ontario), needed to perform the activities within the Project Scope in accordance with the Project Agreement and as required by Applicable Law, but other than the City Permits, Licences and Approvals, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.520 “**Project Co Preliminary Highway Minor Deficiencies List**” has the meaning given to it in Section 16.1(a) of Schedule 40 – Highway Work.
- 1.521 “**Project Co Proposal Extracts**” means the documents attached as Schedule 13 – Project Co Proposal Extracts.
- 1.522 “**Project Co Representative**” means the person designated as such by Project Co on or prior to Commercial Close and any permitted replacement.
- 1.523 “**Project Co Variation Notice**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.524 “**Project Data**” subject to the exclusionary items in c), means:
- (a) all Design Data;
 - (b) all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the performance of the Maintenance Services;
 - (c) any other materials, documents and or data acquired, brought into existence or used in relation to the Project Scope or the Project Agreement, with the exclusion of the Background Information and other than Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction; and
 - (d) any other drawings, reports, documents, plans, software, formulae, calculations and all other materials, data, or information relating to the Project, prepared by or on behalf of Project Co or any of the Contractors and Subcontractors.
- 1.525 “**Project Data and Drawings**” has the meaning given in Schedule 41 – Intellectual Property.
- 1.526 “**Project Documents**” means the Ancillary Documents, the Contract Documents, and the Lending Agreements.

- 1.527 **“Project Insurance Change”** has the meaning given in Section 7.1(d) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.528 **“Project Know-How”** means all ideas, concepts, alternatives, methodologies, processes, recommendations and suggestions developed by or through Project Co or any Project Co Party and revealed to or discovered by the City, whether before or after Commercial Close, which may be connected in any way to:
- (a) the Design and Design and Construction Works, including the design and construction of the System;
 - (b) the Maintenance Services, including the operation, maintenance, rehabilitation, improvement and testing of the System;
 - (c) any other activities within the Project Scope; or
 - (d) the Project Agreement.
- 1.529 **“Project Management Plan”** means the plan contemplated in Section 2.3 of Appendix B to Schedule 10 – Review Procedure.
- 1.530 **“Project Scope”** means:
- (a) the performance of the Design and Construction Works, but not, for the avoidance of doubt, the Belfast MSF Expansion Works;
 - (b) the performance of the Highway Work;
 - (c) the performance of the Civic Works;
 - (d) the performance of the Maintenance Services in accordance with the Timing Principle;
- all in accordance with the Output Specifications; and
- (e) the performance of the Financial Obligations save and except those Financial Obligations that relate to the Belfast MSF Expansion, and, all other obligations of Project Co under the Project Agreement save and except the obligations of Project Co under Schedules 43, 44, 45 and 46 which shall each be implemented out in accordance with their respective terms.
- 1.531 **“Project Term”** means the period commencing on Commercial Close and expiring at midnight on the Termination Date.
- 1.532 **“Property Request Plan”** or **“PRP”** means a diagram defining the extent, limits and approximate boundaries of Real Property Interests forming part of the Lands or the After-Acquired Lands.
- 1.533 **“Proposed Date”** has the meaning given in Section 26.7.

- 1.534 “**Proprietor**” has the meaning given in Section 52.6(a) of the Project Agreement.
- 1.535 “**Protester**” has the meaning given in Section 9.6(a) of the Project Agreement.
- 1.536 “**Qualification Criteria**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.537 “**Qualifying Bank**” has the meaning in Schedule 28 – Refinancing.
- 1.538 “**Qualifying Bank Transaction**” has the meaning in Schedule 28 – Refinancing.
- 1.539 “**Qualifying Refinancing**” has the meaning given in Schedule 28 – Refinancing.
- 1.540 “**Qualifying Tender**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.541 “**Qualifying Tenderer**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.542 “**Quality Documentation**” means all documentation to be prepared, submitted (where applicable) and implemented by Project Co in accordance with Schedule 11 – Quality Management.
- 1.543 “**Quality Failure**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.544 “**Quality Failure Deduction**” has the meaning given in Schedule 20 – Payment Mechanism.
- 1.545 “**Quality Management System**” has the meaning given in Schedule 11 – Quality Management.
- 1.546 “**Quality Plans**” means the Quality Manual, Quality Management Plans and Quality Audit Plans (all as defined in Schedule 11 – Quality Management) to be prepared, submitted and implemented by Project Co in accordance with Schedule 11 – Quality Management.
- 1.547 “**Queen Street Work**” has the meaning given in the definition of “Civic Works”.
- 1.548 “**Railway Approvals**” means all consent, approvals, permissions and agreements, and amendments thereto, required to be obtained pursuant to a Railway Order or Applicable Law, for the carrying out of Works, but does not include any Railway Orders.
- 1.549 “**Railway Order**” means any order of the City in its capacity as the Governmental Authority generally having railway regulatory jurisdiction over the System and the Project and any order of any other Governmental Authority also having railway regulatory jurisdiction over aspects of the System, Project, Works or Infrastructure and all amendments thereto.

- 1.550 **“Real Property Interest”** or **“Real Property Interests”** means any fee simple interest, lease, licence, right of way, under surface right, easement, including Construction Easements and Permanent Easements, or other interest in real property.
- 1.551 **“Real Property Schedule”** means Appendix 2 to this Schedule 1 – Definitions and Interpretation, as amended.
- 1.552 **“Record Documents”** means a collection of construction documents, including Shop Drawings, Product data sheets, reports, operation and maintenance information, as well as a revised set of the Contract Documents, recording the actual placement, configuration and nature of the various Products used in the construction of the Highway Work and shall include record drawings prepared pursuant to Section 11.11(h) of Schedule 40 – Highway Work. Record Documents shall include, where available, pre-start health and safety review reports, and shall include in an electronic format system acceptable to the Consultant, As-Built Highway Drawings on diskette or recordable CD, maintenance and operating instructions manual, 6 sets of prints of record drawings and miscellaneous closeout submittals required by the Contract Documents.
- 1.553 **“Recoverable Tax”** has the meaning given in Section 35.2(c) of the Project Agreement.
- 1.554 **“Recovery Amount”** has the meaning given in Section 56.3(g) of the Project Agreement.
- 1.555 **“Rectification Costs”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.556 **“Reference Concept”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.557 **“Refinancing”** has the meaning given in Schedule 28 – Refinancing.
- 1.558 **“Refinancing Financial Model”** has the meaning given in Schedule 28 – Refinancing.
- 1.559 **“Refinancing Gain”** has the meaning given in Schedule 28 – Refinancing.
- 1.560 **“Regulated Utilities”** means utilities which are not Non Regulated Utilities, including, natural gas, electricity, telecommunications and cable.
- 1.561 **“Regulations Timetable”** has the meaning set out in Section 2(d) of Schedule 15-4.
- 1.562 **“Reimbursement Event”** has the meaning given in Section 32.5(a) of the Project Agreement.
- 1.563 **“Reinstatement Plan”** has the meaning given in Section 30.2(a) of the Project Agreement.
- 1.564 **“Reinstatement Work”** has the meaning given in Section 30.1(a) of the Project Agreement.

- 1.565 “**Release**”, “**Released**” or “**Releasing**” have the meaning of a discharge as defined in the Ontario *Environmental Protection Act* (1990), provided that for the purposes of Schedule 40 – Highway Work, “**Release**” has the meaning given in Section 14.1(c) of Schedule 40 – Highway Work.
- 1.566 “**Relevant Authority**” means any Canadian government, including any federal, provincial or municipal government (including the City), and any Canadian government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- 1.567 “**Relevant Change in Law**” means a Discriminatory Change in Law or a System Specific Change in Law or a Highway Specific Change in Law.
- 1.568 “**Relevant Insurance**” has the meaning given in Section 7.1(e) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.569 “**Relevant Insurance Cost**” has the meaning given in Section 7.1(f) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.570 “**Relevant Insurance Inception Date**” has the meaning given in Section 7.1(g) of Schedule 25 – Insurance and Performance Security Requirements.
- 1.571 “**Reliability Acceptance Test**” has the same meaning given to it in 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.572 “**Relief Event**” has the same meaning given to it in Section 43.1.
- 1.573 “**Renovation**” means an alteration of the System, or any component of the System, undertaken at any time after the Revenue Service Availability Date.
- 1.574 “**Repair**” means a repair to the System, or any component of the System, undertaken at any time after the Revenue Service Availability Date.
- 1.575 “**Request for Civic Works Payment Approval**” has the meaning given in Section 20.13(l).
- 1.576 “**Request for Proposals**” or “**RFP**” means the request for proposals issued in respect of the Project on October 27, 2011.
- 1.577 “**Required Highway Substantial Completion Notification Date**” has the meaning given in Section 15.1(a) of Schedule 40 – Highway Work.
- 1.578 “**Required Notification Date**” has the same meaning given to it in Section 26.7.
- 1.579 “**Required Revenue Service Availability Date**” means May 24, 2018, as such date may be extended pursuant to Section 40 of the Project Agreement.
- 1.580 “**Rescue Refinancing**” has the meaning given in Schedule 28 – Refinancing.

- 1.581 **“Response”** or **“Reponses”** means the response to the RFP submitted by Project Co, including without limitation Response Drawings and Response Vehicle Drawings.
- 1.582 **“Response Drawings”** means plans and specifications for the System included within the Response.
- 1.583 **“Response Vehicle Drawings”** means the drawings with respect to the Vehicle Component submitted with the Response.
- 1.584 **“Responsibility Dispute”** has the meaning given in Section 33.1
- 1.585 **“Responsibility Notice”** has the meaning given in Section 33.1
- 1.586 **“Responsible Contractor”** has the meaning given in Section 33.1.
- 1.587 **“Restricted Person”** means any person who, or any member of a group of persons acting together, any one of which:
- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
 - (b) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
 - (c) in the case of an individual, he or she (or in the case of a legal entity, any of the members of its board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence or for any offence under Provincial statute, other than offences under the *Highway Traffic Act* or corresponding legislation in any other jurisdiction, or under any municipal laws, less than five years prior to the date at which the consideration of whether such individual is a **“Restricted Person”** is made hereunder;
 - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
 - (e) is subject to a material claim of the City or otherwise under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a **“Restricted Person”** is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the City’s view, in either case, be reasonably likely materially to affect the ability of Project Co to perform its obligations under the Project Agreement; or
 - (f) has a material interest in the production of tobacco products.

- 1.588 “**Revenue Service**” has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.589 “**Revenue Service Availability**” means following the following conditions in respect of the System are achieved:
- (a) the Substantial Completion in accordance with Schedule 15-2 – Output Specifications– Design and Construction Requirements, and Schedule 15-3 – Output Specifications –Maintenance and Rehabilitation Requirements;
 - (b) the commissioning and preliminary Operation of the System to ensure Integration and ability for the Operation of the System as contemplated in the Output Specifications;
 - (c) compliance with the test and commissioning requirements as provided for in Part 4 of Schedule 15-2 – Output Specifications– Design and Construction Requirements and Schedule 14 – Commissioning.
 - (d) compliance at that time with the Safety Requirements, as approved by the Safety Auditor;
 - (e) the receipt by the City of the Bill of Sale respecting the Vehicles and the Vehicle and Fixed Equipment Warranties referred to in Section 29.5 of the Project Agreement;
 - (f) staff training of staff provided by the City with respect to the Operation of the System has been completed and the requisite number of staff have been certified as required in accordance with “Training Plan” provided in Article 26 of Part 1 of Schedule 15-2 – Output Specifications– Design and Construction Requirements; and
 - (g) the Substantial Completion of the Civic Works;
- as evidenced by the issuance by the Independent Certifier of a certificate acknowledging Revenue Service Availability (the “**Revenue Service Availability Certificate**”).
- 1.590 “**Revenue Service Availability Certificate**” has the meaning provided for in the definition of “Revenue Service Availability” in this Schedule 1 – Definitions and Interpretation.
- 1.591 “**Revenue Service Availability Notice**” means the Notice by Project Co to the City respecting Revenue Service Availability pursuant to Section 26.7(a).
- 1.592 “**Revenue Service Availability Date**” means the date on which the Revenue Service Availability is achieved.
- 1.593 “**Revenue Service Availability Payment**” means \$.

- 1.594 **“Revenue Service Availability Payment Date”** means the date that is the later of:
- (a) five Business Days following the Revenue Service Availability has been certified by the Independent Certifier; and
 - (b) five days following the receipt of the invoice in respect of the Revenue Service Availability.
- 1.595 **“Revenue Service Commencement”** means the commencement of Passenger service to the public on the System by the City on the Revenue Service Commencement Date.
- 1.596 **“Revenue Service Commencement Date”** means the 1st day following the Revenue Service Availability Date.
- 1.597 **“Review Procedure”** means the procedure set out in Schedule 10 – Review Procedure.
- 1.598 **“Revised System Condition Report”** has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.599 **“Ring Fencing Principle”** has the meaning given in Section 1.5 of the Project Agreement.
- 1.600 **“Risk Assessment Guidelines”** means the Risk Assessment Guidelines for the Project set out in Schedule 40 – Highway Work - Annex C – Risk Assessment Guidelines.
- 1.601 **“Risk Management Plan”** means the plan contemplated in Section 2.4 of Appendix B to Schedule 10 – Review Procedure.
- 1.602 **“Risk to Human Health or the Environment”** has the meaning in relation to Contamination of an adverse effect as defined in the *Ontario Environmental Protection Act* (1990).
- 1.603 **“Rock Stabilization Work”** has the meaning given in the definition of “Civic Works”.
- 1.604 **“RSA”** means the *Railway Safety Act*, S.C. 1996 c.
- 1.605 **“Safety”** means the absence of unacceptable risk of harm to the Alignment, the System, the public, Passengers and Drivers or other employees of the City or Project Co.
- 1.606 **“Safety Auditor”** means an independent, qualified safety auditor appointed by the City, acting reasonably.
- 1.607 **“Safety Case”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.608 **“Safety Management Plan”** or **“SMP”** means the safety management plan prepared and submitted by Project Co in accordance with Article 9 of Schedule 15-2 – Output Specifications –Design and Construction Requirements.

- 1.609 **“Safety Management System”** has the meaning given to such term in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.610 **“Safety Requirements”** means requirements of Applicable Law relating to health and Safety matters respecting the Design, Construction, Maintenance and Operation of the System and the Safety Case and Safety Management System.
- 1.611 **“Schedule”** means a schedule to the Project Agreement.
- 1.612 **“Schedule Cushion”** means a schedule contingency added to the last activity on the critical path of the Highway Construction Schedule and consisting of 30 days duration. The Schedule Cushion shall be included in the Highway Construction Schedule and, for greater certainty, the Schedule Cushion shall not extend the Highway Contract Time. The City has ownership of the Schedule Cushion and can elect to use it at any time in respect of a City initiated Variation Confirmation, or upon the occurrence of a Delay Event which would otherwise grant to Project Co an extension of the Highway Contract Time, provided any portion of the Schedule Cushion which has not been used by the City prior to the Highway Substantial Completion Date will be given to Project Co. Use of the Schedule Cushion by the City shall not result in any right of Project Co to a claim for an increase in the Cost of the Highway Financing.
- 1.613 **“Scheduled Final Completion Date”** means November 24, 2018, as such date may be amended pursuant to Section 40 of the Project Agreement.
- 1.614 **“Scheduled Milestone Acceptance Date”** means, with respect to any Milestone, the dates set out in Schedule 36– Milestones, as each such date may be amended pursuant to Section 40 of the Project Agreement.
- 1.615 **“Scheduled Substantial Completion Date”** means May 7, 2018.
- 1.616 **“Scotiabank Building”** means the building bearing the municipal address of 117 Rideau Street in Ottawa, Ontario (PIN 04215-0175), located at the north east corner of the intersection of Rideau Street and William Street.
- 1.617 **“Second Pre-final Design Development Submittals”** has the meaning given in Section 20.3(d)(ii)(A) of the Project Agreement.
- 1.618 **“Section 35.1(c) Payment”** means payment of the HST payable by the City to Project Co under Section 35.1(c) of the Project Agreement (pursuant to paragraph 168(3)(c) of the *Excise Tax Act* (Canada)).
- 1.619 **“Securities”** means any document constituting evidence of title to or interest in (other than by way of security only) the capital, assets, property, profits, earnings, royalties or voting rights of any corporation or Business Entity or any document including within its entitlements, provisions constituting evidence of a conversion privilege into, an option or right to acquire or subscription for any of the foregoing and includes a share, stock, unit, unit certificate, participation certificate, certificate of share or interest, certificate or other entitlement to a convertible debenture, preorganization certificate or subscription.

- 1.620 “**Security**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.621 “**Security Documents**” has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.622 “**Security Management System**” has the meaning given to it in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.623 “**Senior Debt Amount**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.624 “**Senior Debt Makewhole**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.625 “**Senior Debt Service Amount**” means, for any period, the principal and interest payable by Project Co or any Project Co Party to the Senior Lenders in the normal course under the Lending Agreements.
- 1.626 “**Senior Lenders**” means all or any of the Persons who provide financing in respect of the Project Scope pursuant to the Credit Agreement and the other Lending Agreements, including their respective permitted successors and assigns, and for greater clarity excludes any hedge providers and their respective permitted successors and assigns.
- 1.627 “**Sensitive Information**” means financial or commercial information which would, if disclosed to a competitor of Project Co or any Project Co Party, give that competitor a competitive advantage over Project Co or such Project Co Party and thereby prejudice the business of Project Co or such Project Co Party; for greater certainty, “Sensitive Information” does not extend to Intellectual Property.
- 1.628 “**Severe Market Disruption**” means any occurrence of exceptional circumstances in financial markets in Europe, the United States of America, Japan/Asia and/or Canada which:
- (a) results in the suspension or cessation of all or substantially all lending activity in national or relevant international capital or interbank markets; and
 - (b) adversely affect access by Project Co to such markets.
- 1.629 “**Shareholders Agreement**” means the agreement or agreements between the shareholders (including holders of securities convertible into shares of Project Co) relating to Project Co including any agreement relating to the subscription of equity (or other shareholder funding) by the Shareholders, Project Co or any holding company of Project Co.
- 1.630 “**Simple Payback**” has the meaning given in Schedule 8 – Energy Matters.
- 1.631 “**Site**” means, at any time and from time to time, that portion of the Lands on which Project Co or any Project Co Party is engaged in any construction or demolition activities

or is otherwise engaged in completing the Works or on which any of the Works have been commenced but not completed in their entirety or that is otherwise within the active construction footprint of the Works.

- 1.632 **“Site Conditions”** means the condition of the Stage 1 Lands, including the physical, geophysical, climatic, ecological, environmental, geotechnical and archaeological conditions.
- 1.633 **“Small Works”** means any works, including facilities and equipment, of a minor nature that are requested by the City to be performed having an individual cost or aggregate cost with other linked works, including facilities and equipment, of a minor nature, not exceeding \$100,000 (index linked), or as otherwise agreed from time to time, but excluding any works, including facilities and equipment, which will increase the likelihood of an Availability Failure or Quality Failure, will increase the cost to Project Co of carrying out the Project Scope or will materially hinder Project Co in the performance of the Maintenance Services.
- 1.634 **“Special Purpose Vehicle”** or **“SPV”** means a corporation or partnership with no assets or liabilities other than those related directly to the Project, and carrying on no activities of any nature or kind, except as contemplated in this Project Agreement.
- 1.635 **“Stage 1”** means the Project as it was prior to the implementation of the Stage 2 Variation Schedules and the Stage 2 Maintenance Services Variation.
- 1.636 **“Stage 1 E&M”** means all electrical and mechanical equipment, machinery, computer hardware and systems included in the Stage 1 System together with all Project Intellectual Property as provided for in the Project Scope and Output Specifications.
- 1.637 **“Stage 1 Fixed Facilities”** means those improvements described as such in the Project Scope and Output Specifications (which for clarity includes the Original Belfast MSF and the Tunnel).
- 1.638 **“Stage 1 Lands”** means the Lands, as such term is interpreted immediately prior to the entry into of the Stage 2 Maintenance Services Variation.
- 1.639 **“Stage 1 System”** means the light rail rapid transit system to be Designed, Constructed, supplied, tested, commissioned and Maintained by Project Co in accordance with this Project Agreement, being the Stage 1 Fixed Facilities, the Stage 1 Vehicles and the Stage 1 E&M, but, for greater certainty, including without limitation:
- (a) all Infrastructure;
 - (b) all site services, utilities, roadways and parking areas required to support such Infrastructure;
 - (c) all supporting systems and improvements; and

- (d) all other works, improvements, and demolitions to occur on the Stage 1 Lands or the Site,

in each case required to meet the Output Specifications and the requirements under the Permits, Licences and Approvals and whether or not in the course of construction, installation or completion, and does not include any part of the Stage 2 System.

- 1.640 **“Stage 1 Vehicles”** means all light rail transit vehicles used to carry Passengers on the Stage 1 System including all Stage 1 Vehicle Equipment contained therein, and all spare Stage 1 Vehicles as required in accordance with the Vehicle Design and Construction Requirements and Operation Requirements and Specifications; and **“Stage 1 Vehicle”** has a corresponding meaning.
- 1.641 **“Stage 2 Additional Vehicles”** has the meaning given in Schedule 44 - Stage 2 Additional Vehicles.
- 1.642 **“Stage 2 Additional Vehicles Variation”** means collectively, the variation confirmation dated June 21, 2017 and Schedule 44 – Stage 2 Additional Vehicles and the rights and obligations of the parties set out therein.
- 1.643 **“Stage 2 Background Information”** means the “Background Information” as defined in the DB Co Works Agreement.
- 1.644 **“Stage 2 East Lands”** means that portion of the Lands identified as such in Appendix 2 to this Schedule 1 - Real Property Schedule.
- 1.645 **“Stage 2 East Revenue Service Availability Date”** means the date on which the Stage 2 East System is ready to commence Passenger service to the public, the determination of which shall be subject to the procedure anticipated in Section 27.4(b).
- 1.646 **“Stage 2 East Revenue Service Commencement Date”** means the first day following the Stage 2 East Revenue Service Availability Date.
- 1.647 **“Stage 2 East Substantial Completion Date”** has the meaning given to the term “East Substantial Completion Date” in the DB Co Works Agreement.
- 1.648 **“Stage 2 East System”** means the light rail rapid transit system to be designed, constructed, supplied, tested, commissioned by DB Co in accordance with the DB Co Works Agreement on the Stage 2 East Lands and to be Maintained by Project Co in accordance with this Project Agreement, being the Fixed Facilities, the Vehicles (to the extent in service and operating on such system) and the E&M, but, for greater certainty, including without limitation:
- (a) all Infrastructure;
 - (b) all site services, utilities, roadways and parking areas required to support such Infrastructure;

- (c) all supporting systems and improvements; and
- (d) all other works, improvements, and demolitions to occur on the Stage 2 East Lands.

in each case required to meet the Expanded Output Specifications and the requirements under the Permits, Licences and Approvals (in so far as they relate to the Project Scope in respect of the Stage 2 East System).

- 1.649 “**Stage 2 Environmental Assessments**” means the Environmental Assessments as defined in the DB Co Works Agreement.
- 1.650 “**Stage 2 Existing Contamination**” has the meaning given to it in Section 16.2(a1).
- 1.651 “**Stage 2 Interface and Design Management Variation**” means, collectively, the Stage 2 Interface and Design Management Variation Confirmation and Schedule 46 – Stage 2 Interface and Design Management Services and the rights and obligations of the Parties set out therein.
- 1.652 “**Stage 2 Interface and Design Management Variation Confirmation**” means the agreement between the City and Project Co with such title and dated April 24, 2019.
- 1.653 “**Stage 2 Latent Defects**” has the meaning given in Section 16.5(a1) of the Project Agreement.
- 1.654 “**Stage 2 Lands**” means, collectively, the Stage 2 East Lands and the Stage 2 West Lands.
- 1.655 “**Stage 2 Maintenance Services Variation**” means, collectively, the Stage 2 Services Variation Confirmation and the amendments to this Project Agreement effected by such document.
- 1.656 “**Stage 2 Maintenance Services Variation Confirmation**” means the agreement between the City and Project Co with such title and dated September 16, 2019.
- 1.657 “**Stage 2 Major Existing Third Party Infrastructure**” has the meaning given to Major Existing Third Party Infrastructure in the DB Co Works Agreement.
- 1.658 “**Stage 2 MOU**” means the agreement set out in the Memorandum of Understanding dated 16 March 2017 made between the City and Project Co.
- 1.659 “**Stage 2 Project Co Delivery Scope**” means those parts of the physical delivery of the Stage 2 System which are the responsibility of Project Co through the Stage 2 Variations, being the Belfast MSF Expansion Variation and the Stage 2 Additional Vehicles Variation.

- 1.660 “**Stage 2 Site Conditions**” means the condition of the Stage 2 Lands, including the physical, geophysical, climatic, ecological, environmental, geotechnical and archaeological conditions.
- 1.661 “**Stage 2 System**” means, collectively, the Stage 2 East System and the Stage 2 West System.
- 1.662 “**Stage 2 System Integration Activities**” has the meaning given to in Section 27.4(b).
- 1.663 “**Stage 2 Technical Reports**” has the meaning given to the term “Technical Reports” in the DB Co Works Agreement.
- 1.664 “**Stage 2 Variation Schedules**” means Schedules 43, 44, 45 and 46 to this Project Agreement.
- 1.665 “**Stage 2 West Lands**” means that portion of the Lands identified as such in Appendix 2 to this Schedule 1 - Real Property Schedule.
- 1.666 “**Stage 2 West Revenue Service Availability Date**” means the date on which the Stage 2 West System is ready to commence Passenger service to the public, the determination of which shall be subject to the procedure anticipated in Section 27.4(b).
- 1.667 “**Stage 2 West Revenue Service Commencement Date**” means the first day following the Stage 2 West Revenue Service Availability Date.
- 1.668 “**Stage 2 West Substantial Completion Date**” has the meaning given to the term “West Substantial Completion Date” in the DB Co Works Agreement.
- 1.669 “**Stage 2 West System**” means the light rail rapid transit system to be designed, constructed, supplied, tested, commissioned by DB Co in accordance with the DB Co Works Agreement on the Stage 2 West Lands and to be Maintained by Project Co in accordance with this Project Agreement, being the Fixed Facilities, the Vehicles (to the extent in service and operating on such system) and the E&M, but, for greater certainty, including without limitation:
- (a) all Infrastructure;
 - (b) all site services, utilities, roadways and parking areas required to support such Infrastructure;
 - (c) all supporting systems and improvements; and
 - (d) all other works, improvements, and demolitions to occur on the Stage 2 West Lands.

in each case required to meet the Expanded Output Specifications and the requirements under the Permits, Licences and Approvals (in so far as they relate to the Project Scope in respect of the Stage 2 West System).

- 1.670 **“Stakeholders”** means individuals and organizations with an interest in the Project, including those listed in Section 4.1(c) of Schedule 17 – Environmental Obligations, but excluding any Governmental Authority or the City.
- 1.671 **“Standby Letter of Credit”** has the meaning given in Section 2.2(a) of the Project Agreement.
- 1.672 **“Start-Up Meeting”** has the meaning given in Section 20.4(a) of the Project Agreement.
- 1.673 **“Step-In Period”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.674 **“Structural Culvert”** means a Structure that forms an opening through soil and has:
- (a) a span of 3 meters or greater, or
 - (b) the sum of the individual spans of 3 metres or greater, for adjacent multiple cell culverts, or
 - (c) the sum of the individual spans of 3 metres or greater, for multiple cell culverts (each with spans at least 2m) separated by soil (a width not more than the span of smallest individual cell).
- 1.675 **“Structure”** has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.676 **“Subcontractor”** means any subcontractor of Project Co engaged by or through Project Co to perform any of the activities within the Project Scope, including any of the Contractors, any Supplier or consultant, and any subcontractor of any other subcontractor at any tier.
- 1.677 **“Subcontractor Losses”** has the meaning given in Schedule 23 – Compensation on Termination.
- 1.678 **“Subcontracts”** means the contracts entered into by or between Project Co and any Subcontractor or between any Subcontractor at any tier, including any of the Contractors, and any other Subcontractor at any tier in relation to any aspect of the Project Scope.
- 1.679 **“Submission Date”** means October 1, 2012.
- 1.680 **“Submittal”** means either a Works Submittal or a Maintenance Submittal.
- 1.681 **“Subsequent Highway Notice”** has the meaning given in Section 15.1(a) of Schedule 40 – Highway Work.
- 1.682 **“Subsequent Indebtedness Notice”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.
- 1.683 **“Subsequent Notice”** has the same meaning given to it in Section 26.7.1(a).

- 1.684 **“Substantial Completion”** means Substantial Completion of the Fixed Component and Substantial Completion of the Vehicle Component.
- 1.685 **“Substantial Completion Certificate”** means the substantial completion certificate to be issued by the Independent Certifier in accordance with Section 26.2 of the Project Agreement.
- 1.686 **“Substantial Completion Date”** means the date on which Substantial Completion is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.
- 1.687 **“Substantial Completion of the Civic Works”** means: (i) in each case, as certified by the Independent Certifier, the point at which the Queen Street Work, the Albert Street Work, the Rock Stabilization Work, the Utilities Work and the CSST Work respectively has been completed in accordance with the Project Agreement, including the Civic Works Specifications in respect of the Queen Street Work, the Albert Street Work, the Rock Stabilization Work, the Utilities Work and the CSST Work respectively and (ii) as certified by the Consultant, the point at which the Coventry Bridge Work has been completed in accordance with the Project Agreement, including the Civic Works Specifications in respect of the Coventry Bridge Work.
- 1.688 **“Substantial Completion of the Fixed Component”** means the point at which the Fixed Component (including the Belfast MSF but excluding the MSF Deferred Completion Elements, the MSF Reconfiguration Elements and the MSF Excluded Elements) shall be completed to the same extent as a “contract” being “substantially performed” in accordance with the CLA; a certificate of substantial performance of the Design and Construction Works in respect of the Fixed Component (including the Belfast MSF but excluding the MSF Deferred Completion Elements, the MSF Reconfiguration Elements and the MSF Excluded Elements and other than the construction-period operations and maintenance services described in the Output Specifications) is published in respect of the Construction Contract as if Section 32(1) of the CLA applied to the Fixed Component as if it were a separate contract; and all requirements of Substantial Completion described in Schedule 14 – Commissioning, have been satisfied in respect of the Fixed Component (including the Belfast MSF but excluding the MSF Deferred Completion Elements, the MSF Reconfiguration Elements and the MSF Excluded Elements).
- 1.689 **“Substantial Completion of the Highway Work”** means the completion of all of the following:
- (a) Project Co has performed all of its obligations under Article 16 of Schedule 40 – Highway Work;
 - (b) the Highway Commissioning of the Highway Work has been completed in accordance with the Contract Documents to the extent required to meet the requirements for use of the Highway by Highway Users set out in Annex G to Schedule 40 – Highway Work and the services required for City to carry out its

Highway Commissioning activities are available in accordance with the Highway Specifications;

- (c) the Highway Work is available for use by Highway Users in accordance with the standards set out in Annex G to Schedule 40 – Highway Work;
- (d) the Consultant has issued the Highway CLA Certificate and Project Co has published such certificate in accordance with Section 16.1(c) of Schedule 40 – Highway Work;
- (e) the Consultant has issued the Highway Substantial Completion Certificate in accordance with Sections 16.1(d) and (e) of Schedule 40 – Highway Work; and
- (f) all Highway Work Deliverables, other than those included as Highway Minor Deficiencies in accordance with Section 16.1(i) of Schedule 40 – Highway Work, have been assigned and provided to City.

1.690 **“Substantial Completion of the Vehicle Component” means:**

- (a) that all of the “Vehicles” required by this Project Agreement have been delivered at the location designated by the City in accordance with this Project Agreement and have been completed to the same extent as the Fixed Component, as referred to in the definition of Substantial Completion of the Fixed Component, but for clarity, there shall be no requirement for the publication of a certificate of substantial performance; and
- (b) Project Co shall have caused compliance with “SAT 3” level of testing as described in the Integrated Test Plan outlined in Schedule 15 – Output Specifications.
- (c) Project Co shall have demonstrated compliance with the test and commissioning requirements as provided for in Part 4 of Schedule 15 2 – Output Specifications– Design and Construction Requirements and Schedule 14 – Commissioning.

1.691 **“Substantial Completion of the Vehicle Component Date” means the date on which Substantial Completion of the Vehicle Component is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.**

1.692 **“Substantial Completion Notice”** has the meaning given in Section 26.2(b) of the Project Agreement.

1.693 **“Suitable Substitute”** has the meaning given in Schedule 4 – Lenders’ Direct Agreement.

1.694 **“Supplemental Instruction”** means an instruction, including a field or site instruction, issued for recording any clarifications or interpretation of the Contract Documents or giving direction on field conditions and not involving adjustment in the Highway Milestone Payment or Highway Contract Time, in the form of Highway Specifications,

Highway Drawings, schedules, samples, models, or written instructions, consistent with the intent of the Contract Documents. A Supplemental Instruction is to be issued by the Consultant to supplement the Contract Documents as required for the performance of the Highway Work.

- 1.695 **“Supplier”** means a person who supplies to Project Co, or to any Subcontractor, any equipment, materials, supplies or services as part of, or for, the Project Scope.
- 1.696 **“Support Documentation”** has the meaning set out in Section 1(b) of Schedule 15-4.
- 1.697 **“Sustainability Plan”** means the plan contemplated in Section 3.10 of Schedule 17 – Environmental Obligations.
- 1.698 **“Sustainable Energy”** means energy is that derived from non-fossil fuels is non-polluting and is from renewable sources.
- 1.699 **“System”** means:
- (a) from the date of this Project Agreement until the Belfast MSF Expansion Substantial Completion Date, the Stage 1 System;
 - (b) from the Belfast MSF Expansion Substantial Completion Date until Stage 2 East Substantial Completion Date, the Stage 1 System and the Belfast MSF Expansion;
 - (c) from the Stage 2 East Substantial Completion Date until Stage 2 West Substantial Completion Date, the Stage 1 System, the Belfast MSF Expansion and the Stage 2 East System;
 - (d) from the Stage 2 West Substantial Completion Date, the Stage 1 System, the Belfast MSF Expansion, the Stage 2 East System and the Stage 2 West System; and
 - (e) in respect of each of the above matters, the System shall be deemed to include any Stage 2 Additional Vehicles from their Delivery Date in accordance with Schedule 44 – Stage 2 Additional Vehicles.
- 1.700 **“System Condition Report”** has the meaning given in Schedule 24 – Expiry Transition Procedure.
- 1.701 **“System Design Functionality”** means the ability of the System to enable the City to carry out the Operation of the System in a manner that meets the City’s Operation Requirements and Specifications as set out in the Output Specifications.
- 1.702 **“System Design Functionality Report”** has the meaning given in Section 20.7(b).
- 1.703 **“System Extension”** has the meaning given in Schedule 38 – Extension and Additional Phases.

- 1.704 “**System Infrastructure**” at any time means Infrastructure constructed in, on, over or under any part of the Lands as part of Design and Construction Works, but excluding Third Party Facilities and Infrastructure and Utility Companies and:
- (a) with effect from the Belfast MSF Expansion Substantial Completion Date, includes the Expanded Belfast MSF;
 - (b) with effect from the Stage 2 East Substantial Completion Date, includes the Stage 2 East System Infrastructure; and
 - (c) with effect from the Stage 2 West Substantial Completion Date, includes the Stage 2 West System Infrastructure.
- 1.705 “**System Specific Change in Law**” means any Change in Law which principally affects or principally relates only to the design, construction, operation, maintenance, safety and security of rail transit systems or the Vehicles.
- 1.706 “**System User**” means any member of the public, any City Person and any other person that is on or about the System or is otherwise making use of the System Infrastructure for any purpose.
- 1.707 “**Taxes**” means any and all taxes, levies, imposts, duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto, and includes all HST except where stated to the contrary, provided however that “Taxes” shall not include the City Taxes.
- 1.708 “**Technical Appraisal Form**” or “**TAF**” means a form substantially in the format attached as Attachment 1 – Sample Contents for a Structural TAF to Appendix A of Schedule 10 – Review Procedure.
- 1.709 “**Technical Reports**” means the Environmental Reports, the Geotechnical Data Reports and the Archaeological Reports.
- 1.710 “**Temporary Works**” means works that are performed to serve a specific temporary function in the execution of the Works and in respect of which any resulting Infrastructure is removed at such time when its temporary use is no longer required.
- 1.711 “**Tender Costs**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.712 “**Tender Process**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.713 “**Tender Process Monitor**” has the meaning given in Schedule 23 – Compensation on Termination.
- 1.714 “**Termination Date**” means the earlier of the Expiry Date and such other date, if any, on which termination of the Project Agreement takes effect in accordance with its terms.

- 1.715 **“Third Party Arbitration”** has the meaning given in Schedule 27 – Dispute Resolution Procedure.
- 1.716 **“Third Party Contractors”** means any person (not being, for the avoidance of doubt, Project Co or any Project Co Party or Additional Contractors) that carries out any Third Party Works.
- 1.717 **“Third Party Facilities”** means transit shelters, telephone facilities, Infrastructure and other property of Utility Companies and other public facilities and associated equipment, plant, materials and apparatus installed and operated or to be installed and operated on the Lands by any transit authority, communications provider, Utility Company, or other third party (not including, for the avoidance of doubt, Project Co or any Project Co Party).
- 1.718 **“Third Party Litigation”** has the meaning given in Schedule 27 – Dispute Resolution Procedure.
- 1.719 **“Third Party Works”** means works in relation to the Third Party Facilities and includes Utility Work and work pursuant to a Utility Agreement, Railway Order or an encroachment permit or other permitting authority of any Governmental Authority under Applicable Law.
- 1.720 **“Threshold Equity Sale Amount”** means the amount which, if paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital, would result in an Implied Equity Value that, if received in full on the day of the sale of Equity Capital, taken together with all Distributions paid in respect of the Equity Capital, and taking account of the actual timing of payment of all such amounts, would result in an Equity Sale IRR equal to the Threshold Equity Sale IRR.
- 1.721 **“Threshold Equity Sale IRR”** means 14.99%.
- 1.722 **“Timing Principle”** has the meaning given in Section 1.5 of the Project Agreement.
- 1.723 **“Title Encumbrances”** means the Encumbrances listed in Schedule 16 – Title Encumbrances and any other Encumbrance consented to by the City and reasonably required in connection with the development of the System and the Project Scope, provided that any such Encumbrance shall not be a Title Encumbrance for the purposes of the Project Agreement until such time as the relevant part of the Lands or the System to which it relates forms part of the Lands or the System for the purposes of the Project Agreement.
- 1.724 **“Tracks”** means the track supported by the Guideway on which the Vehicles operate, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.725 **“Trade-Marks”** means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.

- 1.726 “**Traffic Control Plan**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.727 “**Traffic Control Supervisor**” means Kimberley Hunton.
- 1.728 “**Traffic and Transit Management Plan**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.729 “**Traffic Quality Management Plan**” has the meaning given in Schedule 11 – Quality Management.
- 1.730 “**Train**” means a Vehicle or Vehicles operating as one unit on the System.
- 1.731 “**Train Control System**” means the train control system, where and if necessary, that provides one or all of automatic train protection, automatic train operation and automatic train supervision.
- 1.732 “**Transportation Master Plan**” means the comprehensive plan that supports the City of Ottawa’s Official Plan, in terms of the City’s approach to managing and meeting the demand for transportation facilities, including walking, cycling, transit and roads.
- 1.733 “**Trespasser**” has the meaning given in Section 9.6(a) of the Project Agreement.
- 1.734 “**Tunnel**” has the meaning given in Schedule 15-1 – Output Specifications – Technical Definitions and Reference Documents.
- 1.735 “**Tunnel Construction Manager**” means Roger Scoda Estelrich.
- 1.736 “**Tunnel Design Manager**” means Brian Garrod.
- 1.737 “**Tunnel Work**” means all workmanship, materials and anything and everything required to be done to achieve the Milestone Acceptance in respect of the Tunnel and includes the design, construction, testing, and completion of the Tunnel to be performed by Project Co in accordance with this Project Agreement as may be varied, amended or supplemented from time to time in accordance with this Project Agreement.
- 1.738 “**TVM**” means ticket vending machine.
- 1.739 “**Undisclosed Hazardous Substances**” has the meaning given in Section 14.1(e) of Schedule 40 – Highway Work.
- 1.740 “**Uninsurable Risk**” has the meaning given in Section 8.1 of Schedule 25 – Insurance and Performance Security Requirements to the Project Agreement.
- 1.741 “**Utilities**” means energy/power supplies and waste recovery, including electricity, natural gas/fuel oil, water, sanitary waste and storm water.
- 1.742 “**Utilities Work**” has the meaning given in the definition of “Civic Works”.

- 1.743 “**Utility Agreements**” means any agreement entered into by Project Co with a Utility Company in connection with the construction, installation, operation, repair, preservation, relocation or maintenance of Utility Infrastructure in, on, under, over or adjacent to the Lands, and includes any site or other permits issued thereunder or pursuant thereto, all as amended, supplemented or replaced from time to time.
- 1.744 “**Utility Company**” means the owner or operator of any Utility Infrastructure.
- 1.745 “**Utility Infrastructure**” means privately, publicly or cooperatively owned lines, facilities or systems for transmitting or distributing electricity, data, communications, gas, oil and petroleum products, water, storm water or sewage or other similar commodity or substance which serve the public directly or indirectly, including underground, surface and overhead facilities as well as facilities which use common poles, ducts or conduits on a shared basis, and all related Infrastructure.
- 1.746 “**Utility Work**” means temporary and permanent installation, protection, removal and relocation works relating to Utility Infrastructure carried out in connection with or as part of the Project Scope, including installation, protection, removal and relocation of poles, pole lines, conduits, gas pipes, oil pipes, sewers and tile lines, and related and ancillary works.
- 1.747 “**Variation**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.748 “**Variation Confirmation**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.749 “**Variation Directive**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.750 “**Variation Enquiry**” has the meaning given in Schedule 22 – Variation Procedure.
- 1.751 “**Variation in the Scope of the Highway Work or Scope Variation**” shall mean any change in the scope of the Highway Work from that shown in or which is properly inferable, readily apparent or readily discoverable from the Contract Documents and relating to the quantity or quality of Products or materials, components or equipment to be incorporated into the Highway Work, or any specified method of installation of materials or equipment into the Highway Work, including changes arising from Highway Design Issues falling within categories “B” and “D” in the Risk Assessment Guidelines, but does not include a Project Co Highway Design Contingency expenditure. It is agreed that refinements and detailing will be accomplished from time to time with respect to the Contract Documents, including the addition of items or materials which may have been omitted from the Contract Documents but which are necessary to complete a detail shown, specified or readily apparent or properly inferable therefrom. Such refinements and detailing shall not constitute a Variation in the Scope of the Highway Work and will not result in any adjustment of the Highway Milestone Payment, but will be treated as a Project Co Highway Design Contingency expenditure in accordance with Section 11.17 of Schedule 40 – Highway Work. For greater certainty, it is understood and agreed that where Project Co is entitled to any extension of time or compensation for additional costs or expenses pursuant to the express provisions of the Contract Documents, the matter giving rise to such extension of time or additional costs or expenses shall be deemed to be

- a Variation in the Scope of the Highway Work and shall be processed as a Variation Confirmation pursuant to Schedule 22 – Variation Procedure.
- 1.752 **“Variation Procedure”** means the procedure set out in Schedule 22 – Variation Procedure.
- 1.753 **“Vehicle and Fixed Equipment Warranties”** means the warranties respecting the Vehicles and the Fixed Equipment set out in Schedule 34 – Vehicle and Fixed Equipment Warranties.
- 1.754 **“Vehicle Component”** means the Vehicles and the Vehicle Equipment, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.755 **“Vehicle Design”** means the provisions respecting the Stage 1 Vehicles set out in the Project Scope and Output Specifications.
- 1.756 **“Vehicle Equipment”** means all E&M and other equipment comprised or contained within the Vehicles, provided that this definition will be interpreted in accordance with the Ring Fencing Principle and the Timing Principle.
- 1.757 **“Vehicle Maintenance Manager”** means an individual with a minimum of 10 years of relevant experience in a similar role. The individual shall have either a P.Eng. or CET designation and shall have managed fleets of 50 or more vehicles.
- 1.758 **“Vehicle Milestone”** means any Milestone containing as a component thereof all or any part of a Vehicle Component.
- 1.759 **“Vehicle Procurement Officer”** means Rainer Ibowski.
- 1.760 **“Vehicle Supply Manager”** means an individual with a minimum of 15 years of relevant experience in vehicle selection and procurement with 10 years of experience specifically related to design, manufacturing and delivery of vehicles. The individual shall have a P.Eng. designation and shall have experience in DBFM projects where vehicles were supplied by the bidder.
- 1.761 **“Vehicle Working Drawings”** has the meaning given in Section 29.3 of the Project Agreement.
- 1.762 **“Vehicles”** means prior to Revenue Service Availability the Stage 1 Vehicles and after Delivery of each Stage 2 Additional Vehicle, the Stage 1 Vehicles and such Stage 2 Additional Vehicles together; and **“Vehicle”** has a corresponding meaning.
- 1.763 **“Warning Notice”** has the meaning given in Section 31.3 of the Project Agreement.
- 1.764 **“West Trial Running Period”** has the meaning given in Schedule 20 – Payment Mechanism.

- 1.765 **“Work”** or **“Works”** means all workmanship, materials and anything and everything required to be done to achieve Final Completion and includes the Design, Construction, testing, commissioning and completion of the System and all components of the System (including any Temporary Works) to be performed by Project Co in accordance with this Project Agreement as may be varied, amended or supplemented from time to time in accordance with this Project Agreement.
- 1.766 **“Work Default”** has the meaning given in Section 33.1 of the Project Agreement.
- 1.767 **“Works Change in Law”** means any Change in Law that:
- (a) is not a Relevant Change in Law;
 - (b) occurs after Commercial Close;
 - (c) requires Project Co to perform any work of alteration, addition, demolition, extension or variation in the quality or function of (i) the System which is similar in nature to Design and Construction Works or the Maintenance Construction or (ii) the Highway which is similar in nature to the Highway Works; but is not Design and Construction Works, Maintenance Construction, Highway Works or capital replacement work which Project Co would otherwise be required to perform in order to comply with its obligations under the Project Agreement; and
 - (d) was not reasonably foreseeable at Commercial Close by an experienced contractor carrying out activities and/or performing design and/or other operations similar to those to be carried out and/or performed by any Project Co Party in relation to the Project.
- 1.768 **“Works Committee”** has the meaning given in Section 11.1(a) of the Project Agreement.
- 1.769 **“Works Report”** has the meaning given in Section 22.5(a) of the Project Agreement.
- 1.770 **“Works Schedule”** means the schedule to be prepared and submitted by Project Co in accordance with Section 22.2 of the Project Agreement.
- 1.771 **“Works Submittal”** has the meaning given in Section 1.1 of Schedule 10 – Review Procedure.
- 1.772 **“WSIB”** means the Ontario Workplace Safety and Insurance Board that is responsible for administering the *Workplace Safety and Insurance Act, 1997* (Ontario).

2. INTERPRETATION

The Project Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- 2.1 The tables of contents, headings, marginal notes and references to them in the Project Agreement are for convenience of reference only, shall not constitute a part of the Project

Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, the Project Agreement.

- 2.2 Except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of the Project Agreement) references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement are references to such Sections, Clauses, Paragraphs, or Subparagraphs of, Schedules to, or divisions of the Project Agreement and the terms “Section” and “Clause” are used interchangeably and are synonymous.
- 2.3 Except where the context requires otherwise, references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement followed by a number are references to the whole of the Section, Clause, Paragraph, Subparagraphs, Schedule or other division of the Project Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix.
- 2.4 Except where the context requires otherwise, references in the Output Specifications to specific Parts, Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Output Specifications shall be construed such that each such reference on a page of the Output Specifications will be read to be preceded by and to include the prefix Section number or other reference at the top of the applicable page, and all cross-references to any Section in Schedule 15 – Output Specifications shall be interpreted to include the applicable prefix Section number or other reference.
- 2.5 The Schedules to the Project Agreement are an integral part of the Project Agreement and a reference to the Project Agreement includes a reference to the Schedules, provided that the Stage 2 Variation Schedules shall be read and interpreted in accordance with their terms.
- 2.6 All references in the Project Agreement to a Schedule shall be to a Schedule of the Project Agreement.
- 2.7 All capitalized terms used in a Schedule shall have the meanings given to such terms in Schedule 1 – Definitions and Interpretation, unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- 2.8 The language of the Output Specifications and other documents comprising the Project Agreement is in many cases written in the imperative for brevity. Clauses containing instructions, directions or obligations are directed to Project Co and shall be construed and interpreted as if the words “Project Co shall” immediately preceded the instructions, directions or obligations.
- 2.9 Words importing persons or parties are to be broadly interpreted and include an individual, corporation, limited liability company, joint stock company, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority,

unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.

- 2.10 Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- 2.11 Unless otherwise provided in the Project Agreement, all accounting and financial terms used in the Project Agreement shall be interpreted and applied in accordance with Canadian GAAP.
- 2.12 References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of the Project Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- 2.13 References to any Applicable Law, including any statutes or other Applicable Law specifically referred to herein, whether or not amendments or successors to such Applicable Law are referred to herein, are to be construed as references to that Applicable Law as from time to time amended or to any Applicable Law covering the same or similar subject matter from time to time replacing, extending, consolidating or amending the same.
- 2.14 References to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute.
- 2.15 References to persons shall include their successors and assigns. References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.
- 2.16 A reference in the Project Agreement or in any Project Document to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Laws has such right, power, obligation or responsibility at the relevant time.
- 2.17 References to a deliberate act or omission or deliberate or negligent act or omission of any City Person shall be construed having regard to the interactive nature of the activities of the City Persons and Project Co and further having regard to:
 - (a) acts contemplated by the Expanded Output Specifications;
 - (b) acts or omissions in the ordinary course of the Governmental Activities and expressly or reasonably inferred from the Expanded Output Specifications to be

taken into account by Project Co in the performance of the Maintenance Services;
or

(c) acts otherwise provided for in the Project Agreement.

2.18 The words in the Project Agreement shall bear their natural meaning.

2.19 Each of Project Co's and the City's respective obligations shall be construed as separate obligations owed to the other.

2.20 References containing terms such as:

(a) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to the Project Agreement taken as a whole; and

(b) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".

2.21 In construing the Project Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach apply to the construction of the Project Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "such as" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

2.22 Where the Project Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.

2.23 Where the Project Agreement states that an obligation shall be performed "no later than" or "by" a prescribed number of days before a stipulated date or event or "by" a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.

2.24 Where the Project Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.

2.25 Any reference to time of day or date means the local time or date in Toronto, Ontario.

2.26 Unless otherwise indicated, time periods will be strictly construed.

- 2.27 Whenever the terms “will” or “shall” are used in the Project Agreement in relation to Project Co or the City they shall be construed and interpreted as synonymous and to read “Project Co shall” or the City shall” as the case may be.
- 2.28 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 2.29 Unless otherwise identified in the Project Agreement, all units of measurement in any documents submitted by Project Co to the City shall be in accordance with the SI system of units.
- 2.30 Terms not defined herein and used in the Project Agreement which have a technical meaning commonly understood by the transit system construction and maintenance industry or the public road and highway construction industry, as applicable, in Ontario will be construed as having that meaning unless the context otherwise requires.
- 2.31 Save where expressly stated otherwise, references to amounts or sums expressed to be “indexed” or “index linked” are references to amounts or sums which require adjustment to reflect the effects of inflation. Such adjustment shall be calculated in accordance with the following formula:

$$\text{Adjusted amount or sum} = \text{Amount or sum} \times \frac{\text{CPI}_n}{\text{CPI}_0}$$

- 2.32 The terms “properly inferable”, “readily apparent” and “readily discoverable” as used in this Project Agreement,
- (a) in respect of the Project Scope (excluding the Highway Work), shall be interpreted by taking into consideration Project Co’s and any Project Co Party’s experience and the investigations, inspections and examinations of the Background Information (in respect of the Stage 1 System) or the Stage 2 Background Information (in respect of the Stage 2 System and the Maintenance Services only) and in respect of the Lands carried out by Project Co or by any Project Co Party during the Request for Proposals process or other due diligence, including pursuant to the Stage 2 MOU, Stage 2 Variations and in preparation for the Stage 2 Maintenance Services Variation (for the purposes of the Maintenance Services only); and by taking into consideration reasonable, normal course and industry standard investigations, inspections or other due diligence; in each case in accordance with Good Industry Practice (Works); and
 - (b) in respect of the Highway Work, shall be interpreted by taking into consideration Project Co’s and any Project Co Party’s experience and the investigations, inspections and examinations of the Background Information carried out by Project Co or by any Project Co Party during the Request for Proposals process in accordance with Good Industry Practice (Works) and Good Industry Practice (Highway).

- 2.33 If any review, approval, inspection, examination, audit, determination or acceptance is provided, performed or made by or on behalf of the City under, pursuant to or in respect of this Agreement, then with the exception of any express written consent or approval by the City in case of a specific act or conduct by Project Co that, in the absence of such consent or approval, would constitute a breach by Project Co of any of its obligations under this Agreement:
- (a) such review, approval, inspection, examination, audit, determination or acceptance will be for general compliance only; and
 - (b) no such review, approval, inspection, examination, audit or determination or acceptance now or in the future, and whether or not negligent on the part of the City (including the City Indemnified Parties):
 - (i) shall relieve or exempt Project Co from any of its obligations under this Agreement or at law or in equity;
 - (ii) shall constitute a waiver or release by the City of any duty or liability owed by Project Co to the City under this Agreement or of any indemnity given by Project Co to the City under this Agreement;
 - (iii) shall constitute an approval by the City of any plans or specifications; or
 - (iv) shall create or impose any requirement, liability, covenant, agreement or obligation on the City.

APPENDIX 1
CITY PERMITS, LICENCES AND APPROVALS

**SCHEDULE 1
DEFINITIONS AND INTERPRETATION**

**APPENDIX 1
PERMITS, LICENCES AND APPROVALS (PLAA) TABLE**

CITY OF OTTAWA AND PROJECT CO RESPONSIBILITY TABLE

PART 1 - WORKS

- NOTE 1:** The Permits, Licences and Approvals may include, but are not limited to, those included in the tables below.
- NOTE 2:** [Intentionally deleted]
- NOTE 3:** The following Responsibility Tables are for the purpose of the performance of the Works, Highway Work and Civic Works.
- NOTE 4:** If, for any permit, licence or approval, there is a legislative requirement for the applicant to be the City, then Project Co shall act as the City's agent and will be responsible for the all aspects of the application preparation and submittal process. If required the City will sign off on the application.

Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Site Plan Control – Development Outside of the Public Transit System Right-of-Way	City of Ottawa	The City's Site Plan Control By-law exempts transitway buildings and structures from site plan control approval. However, site plan control approval may be required for development located outside of the public transit system right-of-way. Project Co shall be responsible for submitting any site plan control applications and obtaining site plan control approval to permit development that is not exempt from site plan control approval. Further, Project Co shall be responsible for complying with any conditions that may	Project Co

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
		result from the approval.	
Building and Demolition Permits – Stations and MSF	City of Ottawa		Project Co
Noise By-law Exemption	City of Ottawa		Project Co
Approval under the Sewer Use By-law to discharge waste water	City of Ottawa		Project Co
Road Cut Permit (utility circulation)	City of Ottawa	Utility circulation was initiated by the City in the preliminary engineering phase.	Project Co
Temporary Road Closure Permit	City of Ottawa		Project Co
Temporary Construction Easements	City of Ottawa		City of Ottawa
Street or Lane Closing/Opening	City of Ottawa		Project Co
Zoning By-Law Amendment	City of Ottawa		Project Co
Sign Permit	City of Ottawa		Project Co
Permit under Ontario Heritage Act	City of Ottawa	Permits required under the Ontario Heritage Act will not be obtained by the City of Ottawa prior to Financial Close.	City of Ottawa
Emergency Services Approval – Fire and Life Safety	City of Ottawa		Project Co
City of Ottawa Urban Design Review Panel (UDRP) Review Note: not an approval. Review by the UDRP is a requirement of the City's development review process.	N/A	UDRP comments have been received on station design submissions in 2011 through pre-consultation meetings and/or design review meetings. These comments have been incorporated into the station reference drawings. The UDRP comments are also available online at Ottawa.ca, under the Panel recommendations for June 1 & 2, 2011.	City of Ottawa is responsible to submit, as required, updated designs to the UDRP for their review. Project Co. is responsible to support the City in regards to the

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
			submission requirements.
Electrical Plan Review	Electrical Safety Authority		Project Co
Construction Registration Permit	Electrical Safety Authority		Project Co
Notice of Project	Ministry of Labour		Project Co
Registration of Constructors and Employers Engaged in Construction	Ministry of Labour		Project Co
Permit to Take Water	Ontario Ministry of the Environment		Project Co
Certificate of Approval – SWM facilities	Ontario Ministry of the Environment		Project Co
Certificate of Approval – Water and Sanitary Sewer	Ontario Ministry of the Environment (City of Ottawa has delegated authority for issuance)		Project Co.
Certificate of Approval – Air and Noise	Ontario Ministry of the Environment		Project Co
Approval from MOE under <i>Ontario Environmental Assessment Act</i> O. Reg. 231/08	Ontario Ministry of the Environment	City of Ottawa received approval for the “Downtown Ottawa Transit Tunnel: Tunney’s Pasture to Blair via a Downtown LRT Tunnel, Environmental Project Report” (DOTT EPR) from the Minister of the Environment on August 11, 2010.	City of Ottawa
Amendments to the approval from MOE under <i>Ontario Environmental</i>	Ontario Ministry of the Environment	An addendum to the DOTT EPR has been completed by the City in accordance with O. Reg. 231/08 and posted to the	Project Co.

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
<i>Assessment Act</i> O. Reg. 231/08		Data Room.	
Archaeology – Letter confirming report complies with Ministry requirements and filed with Ontario Public Register of Archaeological Reports	Ontario Ministry of Tourism, Culture and Sports (MTCS)	Letters of Concurrence received from the MTCS have been posted to the Data Room.	City of Ottawa (any archaeological reports completed prior to Financial Close) Project Co (any archaeological reports completed after Financial Close)
Approval for provincial funding	Ontario Ministry of Transportation	Funding agreement was signed on September 1, 2011.	City of Ottawa
Approval from MTO for a building and land use permit in accordance with the requirements of the Public Transportation and Highway Improvement Act	Ontario Ministry of Transportation		Project Co
Ontario Regulation 174/06 – Development, Interference with Wetlands and Alterations to Shorelines and Watercourses	Rideau Valley Conservation Authority		Project Co
Approval under Section 35 of the <i>Fisheries Act</i>	Fisheries and Oceans Canada		Project Co
Land Access Permit	National Capital Commission		Project Co
Federal Land Use, Design, and	National Capital	The City of Ottawa has initiated the approval process.	City of Ottawa

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Transaction Approval	Commission	Federal Land Use, Design, and Transaction Approval will not be obtained by the City of Ottawa prior to Financial Close.	Project Co is responsible for supporting the City in the submission process to the extent outlined in Schedule 10 which will include submissions to the NCC at the Final Design Development and Final Construction Document Submittal phases.
Federal Heritage Buildings Review Office (FHBRO) federal heritage building approval	Parks Canada		Project Co
Rideau Canal In-Water and Shoreline Work Permit	Parks Canada		Project Co
Land Acquisition and/or Lease	Public Works and Government Services Canada		City of Ottawa
Approval for federal funding	Transport Canada	Federal funding commitment has been obtained.	City of Ottawa
CEAA Screening determination	Transport Canada (Lead Responsible Authority)	A CEAA determination was made by the federal Responsible Authorities on July 13, 2012 that the project is not likely to cause significant adverse environmental effects.	City of Ottawa

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Amendment to the CEAA Screening determination (approval)	Transport Canada (Lead Responsible Authority)		Project Co
Agreement to undertake works under VIA Rail at Belfast.	Agreement between City of Ottawa and Canadian National Railway (CN)		City of Ottawa - responsible for obtaining the agreement for the OLRT tunnel crossing under CN rail (leased by VIA) at Belfast as described in the reference design and approved as part of the CEAA Process

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PART 2 – HIGHWAY WORK

Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Lane Closure Permit	MTO		Project Co
Noise By-law Exemption	City of Ottawa		Project Co
Land Access Permit from NCC Urban Lands for use of the Aviation Parkway	NCC		Project Co
Traffic Management Plan for the use of the Aviation Parkway	NCC		Project Co
Final Permit to Take Water	MOE	Draft received from MOE by MTO	Project Co
Environmental Assessments	MOE	Design Construction Report complete.	City of Ottawa on behalf of the MTO
Clearance that No Harmful Alteration, Disruption or Destruction to habitat will be created	Department of Fisheries and Oceans	Received	City of Ottawa on behalf of the MTO
Navigable Waters Protection Act Approval	Transport Canada	Received	City of Ottawa on behalf of the MTO
Land Access Permit from the National Capital Commission	National Capital Commission	Received	City of Ottawa on behalf of the MTO
Federal Land Use and Design Approval	National Capital Commission	Received	City of Ottawa on behalf of the MTO
Stage I and II Archaeology Reports Approval	Ministry of Tourism Culture and Sport	Received	City of Ottawa on behalf of the MTO
Licence of Occupation	National Capital Commission	Received	City of Ottawa on behalf of the MTO
Letter of Permission pursuant to	Rideau Valley	Received	City of Ottawa on

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Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Ontario Regulation 174/06	Conservation Authority		behalf of the MTO
Design Criteria	MTO	Received	City of Ottawa on behalf of the MTO
Permit To Take Water Application	MOE	Submitted	City of Ottawa on behalf of the MTO
Designation of Construction Zone	MTO	Received	City of Ottawa on behalf of the MTO
Encroachment Permit	MTO	To be obtained prior to Financial/Commercial Close	City of Ottawa on behalf of Project Co

PART 3 – CIVIC WORKS

Albert Street Work			
Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Approval under the Sewer Use By-law to discharge waste water	City of Ottawa		City of Ottawa
Certificate of Approval – Water and Sanitary Sewer	Ontario Ministry of the Environment (City of Ottawa has delegated authority for issuance)		City of Ottawa
Federal Land Use, Design, and Transaction Approval	National Capital Commission		City of Ottawa
All Remaining Permits, Licenses and Approvals	Various Agencies		Project Co

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Queen Street Work			
Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Approval under the Sewer Use By-law to discharge waste water	City of Ottawa		City of Ottawa
Certificate of Approval – Water and Sanitary Sewer	Ontario Ministry of the Environment (City of Ottawa has delegated authority for issuance)		City of Ottawa
All Remaining Permits, Licenses and Approvals	Various Agencies		Project Co

Rock Stabilization Work			
Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
All Remaining Permits, Licenses and Approvals	Various Agencies		Project Co

Coventry Bridge Work			
Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Federal Land Use, Design, and Transaction Approval	National Capital Commission		City of Ottawa
All Remaining Permits, Licenses and Approvals	Various Agencies		Project Co

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Combined Sewage Storage Tunnel (CSST) Work			
Permits, Licences and Approvals	Issuing Agency	Status	Responsibility of: City of Ottawa or Project Co
Approval under the Sewer Use By-law to discharge waste water	City of Ottawa		City of Ottawa
Certificate of Approval – Water and Sanitary Sewer	Ontario Ministry of the Environment (City of Ottawa has delegated authority for issuance)		City of Ottawa
Federal Land Use, Design, and Transaction Approval	National Capital Commission		City of Ottawa
All Remaining Permits, Licenses and Approvals	Various Agencies		Project Co

APPENDIX 2 REAL PROPERTY SCHEDULE

1. Introduction

This Real Property Schedule describes every Real Property Interest to be included in the licenses to be granted to Project Co. in accordance with Section 14 of the Project Agreement. The boundaries and limits of the said Real Property Interests, including commencement dates and durations of Temporary Construction Easements, are more particularly described in the tables below (the “**Property Tables**”) together with the Property Request Plans referred to in the Property Tables. The City shall provide Project Co with access to all Property Request Plans referred to in this Real Property Schedule.

Additional limitations on Real Property Interests included in this Real Property Schedule are denoted by a reference number included in the “Notes” column of the Property Tables which reference number corresponds to the number listed in Section 3 “Special Limitations” to this Real Property Schedule. The limitations described in Section 3 “Special Limitations” to this Real Property Schedule are in addition to any Encumbrances or Title Encumbrances which apply to the Real Property Interests described herein.

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Schedule 1 to Project Agreement

Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
001	West Running Way	14152p001-REV7- 001b.dgn	04097-0113	Parcel 1	Fee Simple	12-May-15	N/A	
001	West Running Way	14152p001-REV7- 001b.dgn	04097-0112	Parcel 2	Fee Simple	12-May-15	N/A	
001	West Running Way	14152p001-REV7- 001b.dgn	04097-0111	Parcel 3	Fee Simple	12-May-15	N/A	
001	West Running Way	14152p001-REV7- 001b.dgn	04097-0049	Parcel 4	Fee Simple	12-May-15	N/A	
16	Downtown Tunnel	14152p001-REV7- 016a.dgn	04114-0010	Parcel 1	Fee Simple	12-Nov-13	N/A	
16	Downtown Tunnel	14152p001-REV7- 016a.dgn	04114-0009	Parcel 1	Fee Simple	12-Nov-13	N/A	
122	Downtown Tunnel	14152p001-REV7- 122a.dgn	04116-0016	Parcel 1	Fee Simple (Stratified)	16-Apr-15	N/A	
124	Downtown Tunnel	14152p001-REV7- 124c.dgn	04112-0049	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	12
124	Downtown Tunnel	14152p001-REV7- 124c.dgn	04112-0036	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	12
125	West Running Way	14152p001-REV7-125a.dgn	04032-0202	Parcel 1	Fee Simple	27-May-15	N/A	20
125	West Running Way	14152p001-REV7-125a.dgn	04032-0185	Parcel 2	Fee Simple	27-May-15	N/A	20
126	Downtown Tunnel	14152p001-REV7-126.dgn	04114-0274	Parcel 1	Fee Simple(Stratified)	12-Nov-13	N/A	12
127	West Running Way	14152p001-REV7- 127c.dgn	04096-0216	Parcel 1	Fee Simple	27-May-15	N/A	20
127	West Running Way	14152p001-REV7- 127c.dgn	04097-0065	Parcel 2	Fee Simple	27-May-15	N/A	20
128	Downtown Tunnel	14152p001-REV7- 128b.dgn	04114-0275	Parcel 1	Fee Simple(Stratified)	12-Nov-13	N/A	12
129	Downtown Tunnel	14152p001-REV7- 129d.dgn	04115-0041	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	12
129	Downtown Tunnel	14152p001-REV7- 129d.dgn	04115-0067	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	12
130	Bayview Station	14152p001-REV7-130.dgn	04097-0171	Parcel 1	Permanent (Utilities Easement)	25-May-16	N/A	
130	Bayview Station	14152p001-REV7-130.dgn	04097-0171	Parcel 2	Temporary Construction Easement	25-May-16	24	
130	Bayview Station	14152p001-REV7-130.dgn	04097-0171	Parcel 3	Temporary Construction Easement	25-May-16	24	
130	Bayview Station	14152p001-REV7-130.dgn	04097-0171	Parcel 4	Fee Simple	25-May-16	N/A	

Ottawa Light Rail Transit Project

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
130	Bayview Station	14152p001-REV7-130.dgn	04097-0171	Parcel 5	Temporary Construction Easement	25-May-16	24	
132	West Running Way	14152p001-REV7-132c.dgn	04097-0140	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0195	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0165	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0161	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0142	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0144	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0137	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0138	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0160	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0199	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04097-0075	Parcel 1	Temporary Construction Easement	12-May-15	36	1, 6, 20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0001	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0111	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0025	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0005	Parcel 1	Temporary Construction Easement	12-May-15	36	1, 6, 20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0185	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0108	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0095	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0168	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0094	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0152	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0092	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0166	Parcel 1	Fee Simple	12-May-15	N/A	20

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
132	West Running Way	14152p001-REV7-132c.dgn	04112-0090	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0112	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0088	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0017	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0104	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0107	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0172	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0169	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0125	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0181	Parcel 1	Fee Simple	12-May-15	N/A	20
132	West Running Way	14152p001-REV7-132c.dgn	04112-0084	Parcel 1	Fee Simple	12-May-15	N/A	20
133	Downtown Tunnel	14152p001-REV7- 133a.dgn	04116-0101	Parcel 1	Fee Simple	16-Apr-15	N/A	2
134	Downtown Tunnel	14152p001-REV7- 134f.dgn	04215-0236	Parcel 1	Fee Simple	21-Oct-13	N/A	12
134	Downtown Tunnel	14152p001-REV7- 134f.dgn	04215-0150	Parcel 1	Fee Simple	21-Oct-13	N/A	12
134	Downtown Tunnel	14152p001-REV7- 134f.dgn	04215-0158	Parcel 1	Fee Simple	21-Oct-13	N/A	12
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0005	Parcel 1	Fee Simple	15-Feb-13	N/A	20
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0027	Parcel 2	Temporary Construction Easement (Staging)	15-Feb-13	62	3, 20
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0029	Parcel 3	Temporary Construction Easement	15-Feb-13	62	20
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0028	Parcel 4	Temporary Construction Easement	15-Feb-13	62	20
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0037	Parcel 5	Temporary Construction Easement	15-Feb-13	62	20
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0118	Parcel 1	Fee Simple	Commercial Close	N/A	12
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0140	Parcel 2	Fee Simple	Commercial Close	N/A	12
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0125	Parcel 2	Fee Simple	Commercial Close	N/A	12

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0141	Parcel 2	Fee Simple	Commercial Close	N/A	12
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0124	Parcel 2	Fee Simple	Commercial Close	N/A	12
136	Downtown Tunnel	14152p001-REV7- 136e.dgn	04210-0139	Parcel 2	Fee Simple	Commercial Close	N/A	12
137	Hurdman Station	14152p001-REV7-137b.dgn	04203-0707	Parcel 1	Fee Simple	29-Aug-14	N/A	
137	Hurdman Station	14152p001-REV7-137b.dgn	04203-0702	Parcel 2	Fee Simple	29-Aug-14	N/A	
137	Hurdman Station	14152p001-REV7-137b.dgn	04203-0706	Parcel 2	Fee Simple	29-Aug-14	N/A	
138	East Running Way	14152p001-REV7- 138b.dgn	04203-0245	Parcel 1	Fee Simple	10-Aug-15	N/A	15
138	East Running Way	14152p001-REV7- 138b.dgn	04256-0584	Parcel 2	Fee Simple	10-Aug-15	N/A	15
139	East Running Way	14152p001-REV7-139.dgn	04256-0287	Parcel 1	Temporary Construction Easement	2-Jul-15	34	
139	East Running Way	14152p001-REV7-139.dgn	04256-0287	Parcel 2	Temporary Construction Easement	2-Jul-15	34	
140	East Running Way	14152p001-REV7-140a.dgn	04256-0277	Parcel 1	Fee Simple	2-Dec-13	N/A	
140	East Running Way	14152p001-REV7-140a.dgn	04256-0278	Parcel 1	Fee Simple	2-Dec-13	N/A	
140	East Running Way	14152p001-REV7-140a.dgn	04256-0287	Parcel 1	Fee Simple	2-Dec-13	N/A	
142	East Running Way	14152p001-REV7-142a.dgn	04256-0272	Parcel 1	Fee Simple	2-Dec-13	N/A	20
142	East Running Way	14152p001-REV7-142a.dgn	04256-0272	Parcel 2	Fee Simple	2-Dec-13	N/A	5, 20
142	East Running Way	14152p001-REV7-142a.dgn	04256-0272	Parcel 3	Fee Simple	2-Dec-13	N/A	20
143	East Running Way Laurier	14152p001-REV7- 143a.dgn	04210-0142	Parcel 1	Fee Simple	29-May-13	N/A	
143	East Running Way Nicholas	14152p001-REV7- 143a.dgn	04125-0182	Parcel 1	Fee Simple	3-May-16	N/A	
143	East Running Way Nicholas	14152p001-REV7- 143a.dgn	04125-0200	Parcel 1	Fee Simple	29-May13	N/A	
143	East Running Way Nicholas	14152p001-REV7- 143a.dgn	04125-0198	Parcel 1	Fee Simple	3-May-16	N/A	
143	East Running Way Waller	14152p001-REV7- 143a.dgn	04125-0052	Parcel 1	Fee Simple	29-May13	N/A	
143	East Running Way	14152p001-REV7- 143a.dgn	04125-0084	Parcel 1	Fee Simple	3-May-16	N/A	

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
	Mann							
143	East Running Way Mann	14152p001-REV7- 143a.dgn	04125-0068	Parcel 1	Fee Simple	3-May-16	N/A	
145	East Running Way St. Laurent	14152p001-REV7-145b.dgn	04254-0082	Parcel 1	Temporary Subterranean Easement	28-Sep-15	32	
145	East Running Way St. Laurent	14152p001-REV7-145b.dgn	04254-0082	Parcel 2	Temporary Detour Easement	28-Sep-15	32	
146	East Running Way	14152p001-REV7- 146d.dgn	04264-0115	Parcel 1	Temporary Detour Easement	2-May-15	37	
146	East Running Way	14152p001-REV7- 146d.dgn	04264-0112	Parcel 2	Temporary Detour Easement	2-May-15	37	
146	East Running Way	14152p001-REV7- 146d.dgn	04264-0117	Parcel 2	Temporary Detour Easement	2-May-15	37	
146	East Running Way	14152p001-REV7-146d.dgn	04264-0118	Parcel 2	Temporary Detour Easement	2-May-15	37	
146	East Running Way	14152p001-REV7- 146d.dgn	04264-0136	Parcel 3	Fee Simple	2-May-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0025	Parcel 1	Fee Simple	10-Jul-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0435	Parcel 2	Fee Simple	10-Jul-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0161	Parcel 3	Fee Simple	10-Jul-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0177	Parcel 4	Fee Simple	10-Jul-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0177	Parcel 5	Temporary Construction Easement (Staging)	10-Jul-15	36	3
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0161	Parcel 6	Permanent Easement	10-Jul-15	N/A	
147	East Running Way	14152p001-REV7- 147b.dgn	04264-0161	Parcel 7	Permanent Easement	10-Jul-15	N/A	
148	East Running Way	14152p001-REV7- 148a.dgn	04264-0180	Parcel 1	Fee Simple	10-Jul-15	N/A	
148	East Running Way	14152p001-REV7- 148a.dgn	04264-0047	Parcel 2	Fee Simple	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7- 149e.dgn	04264-0080	Parcel 1	Fee Simple	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7-149e.dgn	04264-0048	Parcel 1	Fee Simple	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7-149e.dgn	04264-0198	Parcel 1	Fee Simple	10-Jul-15	N/A	

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
149	East Running Way	14152p001-REV7- 149e.dgn	04363-0114	Parcel 1	Fee Simple	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7- 149e.dgn	04363-0114	Parcel 2	Temporary Construction Easement	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7- 149e.dgn	04264-0119	Parcel 1	Fee Simple	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7- 149e.dgn	04264-0198	Parcel 3	Temporary Construction Easement	10-Jul-15	N/A	
149	East Running Way	14152p001-REV7- 149e.dgn	04264-0119	Parcel 5	Temporary Construction Easement (Staging)	10-Jul-15	N/A	3
149	East Running Way	14152p001-REV7- 149e.dgn	04363-0114	Parcel 5	Temporary Construction Easement (Staging)	10-Jul-15	N/A	3
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0273	Parcel 1	Fee Simple	3-May-16	N/A	
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0273	Parcel 2	Permanent (Utilities Easement)	3-May-16	N/A	
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0247	Parcel 3	Temporary Construction Easement (Staging)	3-May-16	25	3
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0249	Parcel 3	Temporary Construction Easement (Staging)	3-May-16	25	3
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0233	Parcel 5	Fee Simple	3-May-16	N/A	
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0233	Parcel 6	Temporary Construction Easement (Staging)	3-May-16	25	3
150	East Running Way	14152p001-REV7-150c.dgn	04204-0233	Parcel 7	Temporary Construction Easement	3-May-16	25	
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0227	Parcel 8	Temporary Construction Easement	3-May-16	25	
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0227	Parcel 9	Fee Simple	3-May-16	N/A	
150	East Running Way	14152p001-REV7- 150c.dgn	04203-0731	Parcel 10	Fee Simple	3-May-16	N/A	
151	West Running Way	14152p001-REV7- 151b.dgn	04097-0070	Parcel 1	Temporary Construction Easement (Staging)	29-Feb-16	27	3
151	West Running Way	14152p001-REV7- 151b.dgn	04097-0069	Parcel 1	Temporary Construction Easement (Staging)	29-Feb-16	27	3

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Lands Possession Date: Commercial Close								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
155	West Running Way	14152p001-REV7-155b.dgn	04098-0008	Parcel 1	Permanent (Utilities Easement)	1-May-15	N/A	
155	West Running Way	14152p001-REV7-155b.dgn	04098-0011	Parcel 2	Permanent (Utilities Easement)	1-May-15	N/A	
156	West Running Way	14152p001-REV7-156a.dgn	04097-0160	Parcel 1	Temporary Construction Easement	12-May-15	36	
156	West Running Way	14152p001-REV7-156a.dgn	04097-0138	Parcel 2	Temporary Construction Easement	12-May-15	36	
164	West Running Way	14152p001-REV7-164.dgn	04205-0229	Parcel 1	Temporary Construction Easement	3-May-16	36	
208	West Running Way	14152p001-REV7-208c.dgn	04112-0005	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0019	Parcel 1	Permanent (Utilities Easement)	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0105	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0106	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0110	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0164	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0162	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0028	Parcel 1	Fee Simple	29-May-13	N/A	20
208	West Running Way	14152p001-REV7-208c.dgn	04112-0037	Parcel 1	Fee Simple	29-May-13	N/A	20
224	West Running Way	14152p001-REV7-224a.dgn	04097-0159	Parcel 1	Temporary Construction Easement (Detour)	12-May-15	36	
226	West Running Way	14152p001-REV7-226.dgn	04280-0034	Parcel 1	Temporary Construction Easement	15-Feb-13	62	2

After-Acquired Lands Phase 1: After-Acquired Lands Possession Date: April 1, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Real Property Interest	Commencement Date	Duration	Notes
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0698	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0214	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0213	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0212	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0211	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0632	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0631	Parcel 1	Fee Simple	5-Apr-13	NA	20
100	Maintenance & Storage Yards	14152p001-REV7-100a.dgn	04256-0209	Parcel 1	Fee Simple	5-Apr-13	NA	20

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After-Acquired Lands Phase 2: After-Acquired Lands Possession Date: April 15, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
39	East Running Way	14152p001-REV7-039c.dgn	04125-0001	Parcel 1	Fee Simple (Stratified)	29-May-13	N/A	17, 20
39	East Running Way	14152p001-REV7-039c.dgn	04125-0001	Parcel 2	Temporary Construction Easement	15-Apr-13	62	17, 20
39	East Running Way	14152p001-REV7-039c.dgn	04125-0001	Parcel 3	Temporary Construction Easement (Staging)	15-Apr-13	62	3, 17, 20
59	East Running Way	14152p001-REV7-059e.dgn	04210-0159	Parcel 1	Temporary Detour Easement	23-Apr-13	62	
61	East Running Way	14152p001-REV7-061a.dgn	04125-0024	Parcel 1	Fee Simple	23-Apr-13	N/A	17
61	East Running Way	14152p001-REV7-061a.dgn	04125-0010	Parcel 2	Fee Simple	23-Apr-13	N/A	17
61	East Running Way	14152p001-REV7-061a.dgn	04125-0199	Parcel 3	Fee Simple	23-Apr-13	N/A	17
61	East Running Way	14152p001-REV7-061a.dgn	04125-0024	Parcel 4	Temporary Construction Easement	23-Apr-13	62	17
61	East Running Way	14152p001-REV7-061a.dgn	04125-0010	Parcel 5	Temporary Construction Easement	23-Apr-13	62	17
61	East Running Way	14152p001-REV7-061a.dgn	04125-0199	Parcel 6	Temporary Construction Easement	23-Apr-13	62	17
62	East Running Way	14152p001-REV7-062b.dgn	04125-0011	Parcel 1	Fee Simple	3-May-16	N/A	17, 20
62	East Running Way	14152p001-REV7-062b.dgn	04125-0011	Parcel 2	Temporary Construction Easement	12-Apr-16	27	17, 20
62	East Running Way	14152p001-REV7-062b.dgn	04125-0015	Parcel 3	Temporary Construction Easement	12-Apr-16	27	17, 20
62	East Running Way	14152p001-REV7-062b.dgn	04125-0008	Parcel 4	Temporary Construction Easement	12-Apr-16	27	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0013	Parcel 1	Fee Simple	3-May-16	N/A	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0012	Parcel 2	Fee Simple	3-May-16	N/A	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0012	Parcel 3	Fee Simple	3-May-16	N/A	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0012	Parcel 4	Permanent (Utilities Easement)	3-May-16	N/A	17, 20

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Schedule 1 to Project Agreement

After-Acquired Lands Phase 2: After-Acquired Lands Possession Date: April 15, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
63	East Running Way	14152p001-REV7-063.dgn	04125-0013	Parcel 5	Temporary Construction Easement	12-Apr-16	27	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0012	Parcel 6	Temporary Construction Easement	12-Apr-16	27	17, 20
63	East Running Way	14152p001-REV7-063.dgn	04125-0012	Parcel 7	Temporary Construction Easement	12-Apr-16	27	17, 20
152	East Running Way	14152p001-REV7-152.dgn	04096-0210	Parcel 1	Permanent Easement	29-Mar-16	N/A	
163	East Running Way	14152p001-REV7-163.dgn	04125-0154	Parcel 1	Temporary Construction Easement	24-Oct-13	36	17
166	East Running Way	14152p001-REV7-166.dgn	04203-0732	Parcel 1	Temporary Construction Easement	12-Apr-16	26	
170	Downtown Tunnel	14152p001-REV7-170d.dgn	04112-0209	Parcel 1	Fee Simple (Stratified)	15-Apr-13	N/A	
170	Downtown Tunnel	14152p001-REV7-170d.dgn	04112-0211	Parcel 1	Fee Simple (Stratified)	15-Apr-13	N/A	
170	Downtown Tunnel	14152p001-REV7-170d.dgn	04112-0213	Parcel 1	Fee Simple (Stratified)	15-Apr-13	N/A	
171	Downtown Tunnel	14152p001-REV7-171d.dgn	04112-0215	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	
172	Downtown Tunnel	14152p001-REV7-172d.dgn	04112-0217	Parcel 1	Fee Simple (Stratified)	12-Nov-13	N/A	

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 1	Fee Simple	12-May-15	N/A	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 2	Fee Simple	12-May-15	N/A	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 3	Fee Simple	12-May-15	N/A	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 4	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0184	Parcel 5	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 6	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 7	Temporary Construction Easement (Detour)	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 8	Temporary Construction Easement (Detour)	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0194	Parcel 9	Temporary Construction Easement (Detour)	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0188	Parcel 10	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0188	Parcel 11	Fee Simple	12-May-15	N/A	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0184	Parcel 12	Fee Simple	12-May-15	N/A	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0188	Parcel 13	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0186	Parcel 14	Temporary Construction Easement	12-May-15	36	6, 20, 21
2	West Running Way	14152p001-REV7- 002e.dgn	04097-0188	Parcel 15	Permanent (Utility Easement)	12-May-15	36	6, 20, 21
4	West Running Way	14152p001-REV7- 004c.dgn	04112-0011	Parcel 1	Fee Simple	30-Jun-13	N/A	6, 21
33	Downtown Tunnel	14152p001-REV7- 033d.dgn	04116-0025	Parcel 1	Fee Simple (Stratified)	16-Apr-15	N/A	2, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
34	Downtown Tunnel	14152p001-REV7- 034e.dgn	04116-0100	Parcel 1	99 Year Easement	16-Apr -15	N/A	6, 13, 21
41	East Running Way	14152p001-REV7-041b.dgn	04204-0232	Parcel 1	Fee Simple	3-May-16	N/A	9, 21
41	East Running Way	14152p001-REV7-041b.dgn	04204-0232	Parcel 2	Temporary Construction Easement (Detour)	12-Apr-16	25	9, 21
41	East Running Way	14152p001-REV7-041b.dgn	04204-0232	Parcel 3	Temporary Construction Easement	12-Apr-16	25	9, 21
42	East Running Way	14152p001-REV7-042.dgn	04203-0632	Parcel 1	Fee Simple	3-May-16	N/A	7
48	East Running Way	14152p001-REV7-048a.dgn	04264-0119	Parcel 1	Fee Simple	10-Jul-15	N/A	9,21
48	East Running Way	14152p001-REV7-048a.dgn	04264-0119	Parcel 2	Fee Simple	10-Jul-15	N/A	9, 21
49	East Running Way	14152p001-REV7-049.dgn	04264-0178	Parcel 1	Fee Simple	10-Jul-15	N/A	
74	Downtown Tunnel	14152p001-REV7 074f.dgn	04116-0094	Parcel 1	Fee Simple(Stratified)	16-Apr-15	N/A	2, 21
74	Downtown Tunnel	14152p001-REV7- 074f.dgn	04116-0098	Parcel 2	Fee Simple(Stratified)	16-Apr-15	N/A	2,21
74	Downtown Tunnel	14152p001-REV7- 074f.dgn	04116-0024	Parcel 3	Fee Simple(Stratified)	16-Apr-15	N/A	2, 21
74	Downtown Tunnel	14152p001-REV7 074f.dgn	04116-0094	Parcel 4	Fee Simple(Stratified)	16-Apr-15	N/A	2,21
75	Downtown Tunnel	14152p001-REV7- 075f.dgn	04116-0021	Parcel 1	(Stratified) 99 Year Easement	16-Apr-15	N/A	6,13, 21
75	Station/ Downtown Tunnel	14152p001-REV7- 075f.dgn	04280-0035	Parcel 2	(Stratified) 99 Year Easement	16-Apr-15	N/A	6,13, 21
76	Stations	14152p001-REV7- 076a.dgn	04097-0062	Parcel 1	Fee Simple	29-Feb-16	N/A	6, 21
76	Stations	14152p001-REV7- 076a.dgn	04097-0129	Parcel 2	Fee Simple	29-Feb-16	N/A	6, 21
76	West Running Way	14152p001-REV7- 076a.dgn	04097-0061	Parcel 3	Fee Simple	29-Feb-16	N/A	6, 21
76	West Running Way	14152p001-REV7- 076a.dgn	04097-0059	Parcel 4	Fee Simple	29-Feb-16	N/A	6, 21
76	West Running Way	14152p001-REV7- 076a.dgn	04097-0059	Parcel 5	Temporary Construction Easement	29-Feb-16	27	6, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
76	West Running Way	14152p001-REV7- 076a.dgn	04097-0059	Parcel 6	Temporary Construction Easement	29-Feb-16	27	6, 21
76	West Running Way	14152p001-REV7- 076a.dgn	04097-0062	Parcel 7	Temporary Construction Easement	29-Feb-16	27	6, 21
78	Stations	14152p001-REV7- 078b.dgn	04032-0236	Parcel 1	Fee Simple	26-May-16	N/A	2, 21
78	Stations	14152p001-REV7- 078b.dgn	04032-0236	Parcel 2	Temporary Construction Easement	26-May-16	24	2,21
78	Stations	14152p001-REV7- 078b.dgn	04032-0235	Parcel 3	Temporary Construction Easement	26-May-16	24	2,21
78	Stations	14152p001-REV7- 078b.dgn	04032-0235	Parcel 4	Fee Simple	26-May-16	N/A	2,21
78	Stations	14152p001-REV7- 078bdgn	04032-0235	Parcel 5	Fee Simple	26-May-16	N/A	2,21
78	Stations	14152p001-REV7- 078b.dgn	04032-0235	Parcel 6	Temporary Construction Easement	26-May-16	24	2,21
78	Stations	14152p001-REV7- 078b.dgn	04032-0236	Parcel 7	Temporary Construction Easement	26-May-16	24	2,21
78	Stations	14152p001-REV7- 078b.dgn	04032-0236	Parcel 8	Fee Simple	26-May-16	NA	2,21
79	East Running Way	14152p001-REV7-079.dgn	04204-0232	Parcel 1	Fee Simple	3-May-16	N/A	9, 21
79	East Running Way	14152p001-REV7-079.dgn	04204-0232	Parcel 2	Permanent (Utilities Easement)	3-May-16	N/A	8,9, 21
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 1	Fee Simple	29-Aug-14	N/A	6, 13, 15, 21
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 2	99 Year Easement	29-Aug-14	N/A	4, 6, 13, 15, 21
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 3	Permanent (Slope Easement)	29-Aug-14	N/A	4, 6, 15, 21
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 4	Permanent (Slope Easement)	29-Aug-14	N/A	4, 6, 15, 21
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 5	Temporary Construction Easement	29-Aug-14	45	6, 15, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
80	Hurdman Station	14152p001-REV7- 080c.dgn	04203-0633	Parcel 6	Temporary Construction Easement	29-Aug-14	45	6, 13, 15, 21
80	Hurdman Station	14152p001-REV7- 080cdgn	04203-0633	Parcel 7	Temporary Construction Easement	29-Aug-14	45	6, 13, 15, 21
80	East Running Way	14152p001-REV7- 080c.dgn	04203-0633	Parcel 8	Temporary Construction Easement (Staging)	29-Aug-14	45	3, 6, 15, 21
80	East Running Way	14152p001-REV7- 080c.dgn	04203-0633	Parcel 9	99 Year Easement	29-Aug-14		6, 15, 21
82	East Running Way	14152p001-REV7- 082b.dgn	04203-0246	Parcel 1	Fee Simple	10-Aug-15	N/A	25
82	East Running Way	14152p001-REV7-082b.dgn	04203-0246	Parcel 2	Temporary Construction Easement	10-Aug-15	33	25
83	East Running Way	14152p001-REV7-083b.dgn	04255-0001	Parcel 1	Fee Simple	2-Jul-15	N/A	9, 21
84	East Running Way	14152p001-REV7- 084d.dgn	04256-0267	Parcel 1	Fee Simple	2-Jul-15	N/A	6, 21
84	East Running Way	14152p001-REV7- 084d.dgn	04256-0267	Parcel 2	Fee Simple	2-Jul-15	N/A	6, 21
84	East Running Way	14152p001-REV7084d.dgn	04256-0267	Parcel 3	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
84	East Running Way	14152p001-REV7-084d.dgn	04256-0267	Parcel 4	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
84	East Running Way	14152p001-REV7084d.dgn	04256-0267	Parcel 5	Temporary Construction Easement	2-Jul-15	33	6, 21
84	East Running Way	14152p001-REV7-084d.dgn	04256-0267	Parcel 6	Fee Simple	1-Sep-13	N/A	6, 21
84	East Running Way	14152p001-REV7-084d.dgn	04256-0267	Parcel 7	Permanent (Utility Easement)	2-Jul-15	NA	3, 6, 21
84	East Running Way	14152p001-REV7-084d.dgn	04256-0267	Parcel 8	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0268	Parcel 1	Fee Simple	2-Jul-15	N/A	6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0268	Parcel 2	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
86	Stations	14152p001-REV7- 086e.dgn	04256-0268	Parcel 3	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0268	Parcel 4	Temporary Construction Easement	2-Jul-15	33	6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0268	Parcel 5	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0270	Parcel 6	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0270	Parcel 7	Fee Simple	2-Jul-15	N/A	6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 8	Fee Simple	2-Jul-15	N/A	6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 9	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 10	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 11	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 12	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 13	Temporary Construction Easement	2-Jul-15	33	6, 21
86	Stations	14152p001-REV7- 086e.dgn	04256-0269	Parcel 14	Permanent (Utility Easement)	2-Jul-15	N/A	6, 21
87	East Running Way	14152p001-REV7-087b.dgn	04256-0281	Parcel 1	Fee Simple	2-Jul-15	N/A	6, 20, 21
88	East Running Way	14152p001-REV7-088b.dgn	04256-0280	Parcel 1	Fee Simple	2-Jul-15	N/A	6, 21
89	St.Laurent Station	14152p001-REV7-089d.dgn	04254-0083	Parcel 1	Fee Simple	22-Dec-15	N/A	9, 21
89	St.Laurent Station	14152p001-REV7-089d.dgn	04254-0083	Parcel 2	Fee Simple	22-Dec-15	N/A	9, 21
89	St.Laurent Station	14152p001-REV7-089d.dgn	04254-0083	Parcel 3	Temporary Construction Easement (Staging)	22-Dec-15	29	3, 9, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
89	St.Laurent Station	14152p001-REV7-089d.dgn	04254-0083	Parcel 4	Temporary Construction Easement (Staging)	22-Dec-15	29	3, 9, 21
89	St.Laurent Station	14152p001-REV7-089d.dgn	04254-0083	Parcel 6	Fee Simple	22-Dec-15	29	9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 1	Fee Simple	10-Jul-15	N/A	9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 2	Temporary Construction Easement (Staging)	10-Jul-15	33	3, 9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 3	Temporary Construction Easement (Staging)	10-Jul-15	33	3, 9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 4	Temporary Construction Easement	10-Jul-15	33	9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 5	Permanent Easement	10-Jul-15	N/A	9, 21
90	East Running Way	14152p001-REV7- 090c.dgn	04264-0119	Parcel 6	Temporary Construction Easement	10-Jul-15	33	9, 21
94	Downtown Tunnel	14152p001-REV7-094k.dgn	04112-0038	Parcel 1	99 Year Easement (Stratified)	N/A	N/A	6, 13, 21
97	West Running Way	14152p001-REV7-097.dgn	04097-0130	Parcel 1	Temporary Construction Easement (Staging)	29-Feb-16	26	3, 6, 21
110	East Running Way	14152p001-REV7-110d.dgn	04255-0001	Parcel 1	Temporary Construction Easement	1-Sep-2013	33	9, 21
110	East Running Way	14152p001-REV7-110d.dgn	04255-0001	Parcel 2	Permanent (Utility Easement)	2-Jul-15	N/A	9, 21
110	East Running Way	14152p001-REV7-110d.dgn	04255-0001	Parcel 3	Temporary Construction Easement	2-Jul-15	33	9, 21
110	East Running Way	14152p001-REV7-110d.dgn	04255-0001	Parcel 4	Temporary Construction Easement	2-Jul-15	33	9, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0156	Parcel 1	Fee Simple	12-May-15	N/A	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0156	Parcel 2	Temporary Construction Easement	12-May-15	34	6, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0200	Parcel 3	Temporary Construction Easement	12-May-15	34	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0200	Parcel 4	Temporary Construction Easement	12-May-15	34	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0198	Parcel 5	Fee Simple	12-May-15	N/A	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0200	Parcel 6	Fee Simple	12-May-15	N/A	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0200	Parcel 7	Fee Simple	12-May-15	N/A	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0156	Parcel 8	Permanent (Utility Easement)	12-May-15	N/A	6, 21
112	Stations / West Running Way	14152p001-REV7- 112c.dgn	04097-0200	Parcel 9	Permanent (Utility Easement)	12-May-15	N/A	6, 21
113	West Running Way	14152p001-REV7-113.dgn	04097-0194	Parcel 1	Temporary Construction Easement	27-May-15	36	6, 21
113	West Running Way	14152p001-REV7-113.dgn	04097-0194	Parcel 2	Fee Simple	9-Jul-15	N/A	6, 21
113	West Running Way	14152p001-REV7-113.dgn	04097-0155	Parcel 3	Temporary Construction Easement	27-May-15	36	6, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0186	Parcel 1	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0186	Parcel 2	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0018	Parcel 3	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 4	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 5	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 6	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 7	Fee Simple	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 8	Temporary Construction Easement (Staging)	30-Jun-13	59	3, 6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 9	Temporary Construction Easement (Staging)	30-Jun-13	59	3, 6, 20, 21

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After-Acquired Lands Phase 3: After-Acquired Lands Possession Date: June 30, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
114	West Running Way	14152p001-REV7-114d.dgn	04112-0184	Parcel 10	Permanent (Utilities Easement)	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0018	Parcel 11	Permanent (Utilities Easement)	30-Jun-13	N/A	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0018	Parcel 12	Temporary Construction Easement	30-Jun-13	59	6, 20, 21
114	West Running Way	14152p001-REV7-114d.dgn	04112-0186	Parcel 13	Temporary Construction Easement	30-Jun-13	59	6, 20, 21
118	East Running Way	14152p001-REV7- 118c.dgn	04255-0001	Parcel 1	Fee Simple	10-Jul-15	N/A	9, 21
118	East Running Way	14152p001-REV7- 118c.dgn	04255-0001	Parcel 2	Temporary Construction Easement (Staging)	10-Jul-15	33	3, 9, 21
153	West Running Way	14152p001-REV7-153.dgn	04096-0211	Parcel 1	Temporary Construction Easement	27-May-15	34	6, 21
154	West Running Way	14152p001-REV7-154.dgn	04098-0007	Parcel 1	Fee Simple	27-May-15	N/A	6, 21
169	East Running Way	14152p001-REV7-169.dgn	04264-0197	Parcel 1	Temporary Construction Easement	10-Jul-15	33	
184	East Running Way	14152P001-REV7-184b.dgn	04363-0029	Parcel 1	Temporary Construction Easement	10-Jul-15	33	9, 21
184	East Running Way	14152P001-REV7-184b.dgn	04363-0029	Parcel 2	Temporary Construction Easement (Staging)	10-Jul-15	33	3, 9, 21
211	West Running Way	14152P001-REV7-211.dgn	04097-0196	Parcel 1	Temporary Construction Easement	12-May-15	36	6, 21
211	West Running Way	14152P001-REV7-211.dgn	04112-0182	Parcel 2	Temporary Construction Easement	12-May-15	36	6, 21
225	East Running Way	14152p001-REV7- 225a.dgn	04264-0119	Parcel 1	Fee Simple	10-Aug-15	N/A	9, 21
225	East Running Way	14152p001-REV7- 225a.dgn	04264-0119	Parcel 2	Temporary Construction Easement	10-Jul-15	33	9, 21

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After-Acquired Lands Phase 4: After-Acquired Lands Possession Date: October 24, 2013.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
5	Downtown Tunnel	14152p001-REV7-005f.dgn	04112-0189	Parcel 1	Fee Simple (Stratified)	12-Nov-2013	N/A	
21	Downtown Tunnel	14152p001-REV7-021.dgn	04114-0364	Parcel 1	Temporary Construction Easement (Staging)	1-Nov-13	60	3
30	Downtown Tunnel	14152p001-REV7-030e.dgn	04115-0035	Parcel 1	Fee Simple (Stratified)	1-Nov-13	N/A	10
30	Downtown Tunnel	14152p001-REV7-030e.dgn	04115-0036	Parcel 2	Fee Simple(Stratified)	1-Nov-13	N/A	10
31	Downtown Tunnel	14152p001-REV7-031e.dgn	04115-0278	Parcel 1	99 Year Easement (Stratified)	1-Nov-13	N/A	6, 10, 13, 21
35	Downtown Tunnel	14152p001-REV7-035c.dgn	04210-0115	Parcel 1	Fee Simple(Stratified)	1-Nov-13	N/A	10
36	Downtown Tunnel	14152p001-REV7-036c.dgn	04210-0114	Parcel 1	Fee Simple(Stratified)	1-Nov-13	N/A	10
101	Downtown Tunnel	14152p001-REV7-101e.dgn	04210-0113	Parcel 1	Fee Simple(Stratified)	1-Nov-13	N/A	10
102	Downtown Tunnel	14152p001-REV7-102e.dgn	04210-0112	Parcel 1	Fee Simple(Stratified)	1-Nov-13	N/A	10
107	Downtown Tunnel	14152p001-REV7-107d.dgn	04210-0110	Parcel 1	Fee Simple (Stratified)	1-Nov-13	N/A	10
108	Downtown Tunnel	14152p001-REV7-108e.dgn	04210-1111	Parcel 1	Fee Simple (Stratified)	1-Nov-13	N/A	10
209	Downtown Tunnel	14152P001-REV7-209b.dgn	04115-0277	Parcel 1	99 Year Easement (stratified)	1-Nov-13	N/A	
246	Downtown West Station	14152p001-REV7-246c.dgn	04114-0022	Parcel 1	Temporary Construction Easement	1-Nov-13	48	

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After-Acquired Lands Phase 5: After-Acquired Lands Possession Date: May 1, 2015.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
44	East Running Way	14152p001-REV7- 044c.dgn	04256-0693	Parcel 1	Fee Simple	2-Jul-15	N/A	21, 24
44	East Running Way	14152p001-REV7- 044c.dgn	04256-0693	Parcel 2	Temporary Construction Easement	2-Jul-15	34	21, 24
46	East Running Way	14152p001-REV7- 046d.dgn	04256-0693	Parcel 1	Fee Simple	2-Jul-15	N/A	21, 24
46	East Running Way	14152p001-REV7- 046d.dgn	04256-0693	Parcel 2	Fee Simple	2-Jul-15	N/A	21, 24
46	East Running Way	14152p001-REV7- 046d.dgn	04256-0693	Parcel 3	Temporary Construction Easement	2-Jul-15	24	21, 24
46	East Running Way	14152p001-REV7- 046d.dgn	04256-0693	Parcel 4	Temporary Construction Easement (Staging)	2-Jul-15	24	3,21, 24
46	East Running Way	14152p001-REV7- 046d.dgn	04256-0693	Parcel 5	Temporary Construction Easement (Staging)	2-Jul-15	24	3,21, 24
81	West Running Way	14152p001-REV7-081a.dgn	04112-0161	Parcel 1	Temporary Construction Easement	12-May-15	36	
81	West Running Way	14152p001-REV7-081a.dgn	04112-0167	Parcel 1	Temporary Construction Easement	12-May-15	36	
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 1	Fee Simple (Stratified)	N/A	N/A	21, 24
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 2	Fee Simple (Stratified)	N/A	N/A	21, 24
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 3	Temporary Construction Easement (Staging)	2-Jul-15	33	3, 21,24
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 4	Temporary Construction Easement (Staging)	2-Jul-15	33	3,21, 24
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 5	Temporary Construction Easement (Staging)	2-Jul-15	33	3,21, 24
85	East Running Way	14152p001-REV7- 085f.dgn	04256-0693	Parcel 6	Temporary Construction Easement	2-Jul-15	33	21, 24
150	East Running Way	14152p001-REV7- 150c.dgn	04204-0233	Parcel 4	Temporary Construction Easement (Staging)	12-Apr-16	26	3

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After-Acquired Lands Phase 5: After-Acquired Lands Possession Date: May 1, 2015.								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
168	East Running Way	14152p001-REV7-168b.dgn	04264-0685	Parcel 1	Temporary Construction Easement	2-Jul-15	33	
168	East Running Way	14152p001-REV7-168b.dgn	04264-0685	Parcel 2	Temporary Construction Easement	2-Jul-15	33	
168	East Running Way	14152p001-REV7-168b.dgn	04264-0195	Parcel 3	Temporary Construction Easement	2-Jul-15	33	
227	West Running Way	14152p001-REV7-227.dgn	04098-0005	Parcel 1	Temporary Construction Easement	27-May-15	34	

Phase 6: After-Acquired Lands – Additional Real Property Interests
Possession Date: April 15, 2014

2. Additional Real Property Interests

The following provisions apply to any Real Property Interest to be included in this Phase 6: After-Acquired Lands – Additional Real Property Interests (an “**Additional Real Property Interest**”):

1. Notwithstanding anything to the contrary in the Project Agreement, the City’s failure to acquire any Additional Real Property Interest on or prior to the target possession date identified for Phase 6 After-Acquired Lands shall not constitute a Delay Event, a Compensation Event, a Relief Event or a City Event of Default under the Project Agreement;
2. Additional Real Property Interests subject to Note 19 of Section 3 “Special Limitations” to this Real Property Schedule are located within Crown Land. The City’s obligations with respect to the acquisition of any such Additional Real Property Interest shall be limited to using commercially reasonable efforts to negotiate such acquisition and the City shall be entitled to abandon such negotiation at any time and in its Discretion, in which case the Real Property Interest will not form part of the licenses to be granted to Project Co. in accordance with Section 14 of the Project Agreement.;
3. Project Co shall be responsible for all costs and expenses associated with the City’s acquisition of any Additional Real Property Interest including legal costs, administrative costs, the market value of the Additional Real Property Interest, disturbance damages, injurious affection and any and all compensation payable under the *Expropriations Act*, R.S.O. 1990, c. E. 26, if applicable, and the City shall be entitled, in accordance with Section 34.14 of the Project Agreement, to set off any such costs and expenses against any amounts otherwise due to Project Co pursuant to the terms of this Project Agreement; and,
4. For the sake of clarity, the provisions set out immediately above under the heading “Additional Real Property Interests” shall only apply to Phase 6: After Acquired Lands – Additional Real Property Interests and shall not apply to any other Lands currently set out in this Real Property Schedule nor to future Lands that may be added to this Real Property Schedule unless specifically stated herein.

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After-Acquired Lands Phase 6: After-Acquired Lands Possession Date: April 15, 2014								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
001	West Running Way	14152p001-REV7-001b.dgn	04097-0112	Parcel 5	Temporary Construction Easement	15-Apr-14	42	
001	West Running Way	14152p001-REV7-001b.dgn	04097-0113	Parcel 5	Temporary Construction Easement	15-Apr-14	42	
002	West Running Way	14152p001-REV7-002d.dgn	04097-0186	Parcel 16	Temporary Construction Easement	30-Jun-14	42	6, 19, 20, 21
004	West Running Way	14152p001-REV7-004c.dgn	04112-0011	Parcel 2	Temporary Construction Easement	30-Jun-14	42	6,19, 21
005	Downtown Tunnel	14152p001-REV7- 005f.dgn	04112-0189	Parcel 2	Fee Simple (Stratified)	12-Nov-13	N/A	26
44	East Running Way	14152p001-REV7-044c.dgn	04256-0693	Parcel 3	Temporary Construction Easement	2-Jul-15	34	21, 24
59	East Running Way	14152p001-REV7-059e.dgn	04210-0159	Parcel 2	Temporary Construction Easement (Detour)	23-Apr13	60	26
59	East Running Way	14152p001-REV7-059e.dgn	04210-0159	Parcel 3	Temporary Construction Easement (Detour)	23-Apr-13	60	26
76	West Running Way	14152p001-REV7-076a.dgn	04097-0059	Parcel 8	Temporary Construction Easement	30-Jun-14	24	6, 19, 21
82	East Running Way	14152p001-REV7-082b.dgn	04203-0246	Parcel 3	Temporary Construction Easement	30-Jun-14	36	25
89	St.Laurent Station	14152p001-REV7-089e.dgn	04254-0083	Parcel 5	Temporary Construction Easement	30-Jun-14	24	9, 19, 21
90	East Running Way	14152p001-REV7-090b.dgn	04264-0119	Parcel 7	Temporary Construction Easement	30-Jun-14	24	9,19, 21
127	West Running Way	14152p001-REV7-127c.dgn	04096-0146	Parcel 3	Temporary Construction Easement	15-Apr-14	48	20
135	Downtown Tunnel	14152p001-REV7- 135g.dgn	04112-0037	Parcel 6	Fee Simple (Stratified)	29-May-13	59	18,26
138	East Running Way	14152p001-REV7-138b.dgn	04203-0245	Parcel 3	Temporary Construction Easement	15-Apr-14	48	15

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After-Acquired Lands Phase 6: After-Acquired Lands Possession Date: April 15, 2014								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Commencement Date	Duration (Months)	Notes
146	East Running Way	14152p001-REV7-146c.dgn	04264-0136	Parcel 4	Temporary Construction Easement	15-Apr-14	42	
148	East Running Way	14152p001-REV7-148a.dgn	04264-0182	Parcel 3	Temporary Construction Easement	10-Aug-15	33	
148	East Running Way	14152p001-REV7-148a.dgn	04264-0180	Parcel 4	Temporary Construction Easement	10-Aug-15	33	
149	East Running Way	14152p001-REV7-149g.dgn	04264-0119	Parcel 4	Fee Simple	N/A	N/A	
225	East Running Way	14152p001-REV7-225a.dgn	04264-0119	Parcel 3	Temporary Construction Easement	10-Jul-15	33	9, 19, 21
225	East Running Way	14152p001-REV7-225a.dgn	04264-0119	Parcel 4	Temporary Construction Easement	10-Jul-15	33	9, 19, 21
243	East Running Way	14152p001-REV7-243.dgn	04264-0441	Parcel 1	Temporary Construction Easement	15-Apr-14	42	
244	East Running Way	14152p001-REV7-244a.dgn	04264-0683	Parcel 1	Temporary Construction Easement	15-Apr-14	42	
244	East Running Way	14152p001-REV7-244a.dgn	04264-0440	Parcel 2	Temporary Construction Easement	15-Apr-14	42	
094	Downtown Tunnel	14152p001-REV7- 094k.dgn	04112-0038	Parcel 2	Fee Simple	12-Nov-13		13, 19, 21,26

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After-Acquired Lands Phase 7: After-Acquired Lands								
No	Project Sector	Property Request Plan No.	PIN	Parcel	Type of Interest	Possession Date	Duration (Months)	Notes
37	Downtown Tunnel	14152p001-REV7-037c.dgn	15468-0001	Parcel 1	Temporary Construction Easement (Stratified)	1-Mar-14	26	23
64	Downtown Tunnel (Integrated Station Rideau)	14152p001-REV7-064b.dgn	04116-0092		To be determined	1-Mar-14	N/A	22, 23
64	Downtown Tunnel (Integrated Station Rideau)	14152p001-REV7-064b.dgn	04116-0005		To be determined	1-Mar-14	N/A	22, 23
159	Downtown Tunnel	14152p001-REV7-159a.dgn	15417-0000	Parcel 1	Temporary Construction Easement	1-Feb-14	48	23
160	Downtown Tunnel (Integrated Station Downtown East)	14152p001-REV7-160b.dgn	04115-0050	Parcel 1	Temporary Construction Easement	1-Feb-14	48	23
160	Downtown Tunnel (Integrated Station Downtown East)	14152p001-REV7-160b.dgn	04115-0050	Parcel 2	Temporary Construction Easement (Stratified)	1-Feb-14	48	23
245	Downtown Tunnel (Integrated Station Rideau)	14152p001-REV7-245a.dgn	04215-0175		To be determined	1-Jun-14	N/A	22, 23
251	East Running Way	14152p001-REV7-251.dgn	04256-0693	Parcel 1	Fee Simple	1-Sept-13	N/A	23, 24

3. Special Limitations

The following notes correspond to the numbers shown in the “Notes” column of the Property Tables:

1. Ownership of these parcels may be transferred to the National Capital Commission following Final Completion and as a result, no permanent component of the System may be constructed on these parcels.
2. May be subject to additional terms and conditions imposed by Public Works and Government Services Canada.
3. Only those Temporary Construction Easements designated as “Temporary Construction Easement (Staging)” may be used for construction staging purposes. All Temporary Construction Easements (Staging) will be subject to standard terms and conditions.
4. Those permanent Real Property Interests designated as “Permanent (Slope Easement)” will be subject to standard terms and conditions including, inter alia, provisions governing the replacement of slopes by retaining walls to facilitate future development of adjacent property.
5. Subject to a crossing agreement with Canadian National Railway Company, Canadian Pacific Limited and VIA Rail Canada Inc.
6. Subject to National Capital Commission standard terms and conditions for licenses of occupation during construction.
7. Subject to terms and conditions of a licence of occupation granted by the Ontario Ministry of Natural Resources.
8. Subject to terms and conditions of a storm drain easement in favour of the Ontario Ministry of Transportation.
9. Subject to terms and conditions imposed by the Ontario Ministry of Transportation.
10. INTENTIONALLY DELETED.
11. INTENTIONALLY DELETED.
12. Temporary Construction Easements to be supplied above stratified permanent Real Property Interest during construction.

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13. National Interest Land Mass permanent interest to be in the form of a long-term lease or easement subject to National Capital Commission standard terms and conditions.
14. INTENTIONALLY DELETED.
15. Uninterrupted access (twenty four (24) hours a day, seven (7) days a week) to the City's pumping station located on property described in PIN 04203-0245 and identified on Property Request Plan No. 14152p001-Rev7-138a.dgn must be maintained.
16. Real Property Interest to be used in connection with construction of the Coventry pedestrian bridge described in Schedule 15-2, Part 1, Article 32 of the Project Agreement.
17. Real Property Interest extends only to within one hundred and fifty millimetres (150mm) from any building structure or façade except for those areas required to complete the works described in Schedule 15-2, Part 5, Article 1, Section 1.9 of the Project Agreement. Building overlay included in the Property Request Plan suggests approximate extent of building envelope only. The City makes no representation as to the accuracy or completeness of building overlays included in Property Request Plans.
18. Upper Limit of Temporary Construction Easement (Stratified) to commence at a depth which is at least 2 metres (2m) below the lower limit of any existing structure or building.
19. Real Property Interest is located within Crown Land.
20. Real Property Interest may also be required to support the construction, installation, use or maintenance of hydro-electric infrastructure and, as a result, use of the Real Property Interest may require coordination with the utility provider. Refer to the Hydro Easement Plans included in the Background Information for details of the hydro-electric utility provider's property requirements.
21. The type of interest indicated under the column for 'Type of Interest' is subject to change and may be different than what is currently set out therein. Notwithstanding that the type of interest may change, if the interest indicated is a type of permanent interest as set out in Section 4 (Definitions) below, Project Co. may construct permanent infrastructure on such lands notwithstanding the type of permanent interest that will ultimately be conveyed.
22. The type of real property interest referred to in the column 'Type of Interest' as well as the area, scope and extent of Real Property required has not yet been determined.

23. Phase 7: After-Acquired Lands is a category of land based on all different PRP delivery dates in which the possession date is the commencement date.
24. Subject to terms and conditions imposed by VIA Rail Canada Inc.
25. Subject to terms and conditions imposed by Canadian National Railway Company
26. The Commencement Date occurs before the Possession Date, therefore the Commencement Date shall be deemed to be the Possession Date in respect of this Additional Real Property Interest. Notwithstanding the foregoing, all of the other provisions in respect of Phase 6: After-Acquired Lands – Additional Real Property Interests shall apply.

4. Definitions

In this Real Property Schedule, the following definitions apply in respect of the terms used in the ‘Type of Interest’ column:

Permanent Interests:

“**Fee Simple**” means all rights of ownership of the Real Property.

“**Permanent Easement**” means the rights to use the Real Property for a specific purpose such as slope, utility, drainage, access, etc. Typically, no duration but it can be specified that the underlying interest in the property remains with the original owner and at such time that the specified use is no longer to be used the acquired rights are relinquished to the original owner. Permanent Easement includes:

- a) “**Permanent (Utilities Easement)**” and “**Permanent (Utility Easement)**” which is a Permanent Easement for a utility or utilities; and
- b) “**Permanent (Slope Easement)**” which is a Permanent Easement for the purpose of slope as referred to in note 4 above.

“**99 Year Easement**” means the rights of ownership of the Real Property for 99 years.

“**Stratified**” means the property rights are to specified vertical limits as shown on the applicable PRP and can be combined with other property interests such as Fee Simple or Permanent Easement by way of an example.

Temporary Interests

“Temporary Easement” means the rights to use the Real Property for a specific purpose for a specific duration after which the acquired rights are relinquished to the original owner. Specific purposes can be construction, detour, staging and laydown, etc. Temporary Easement includes:

- a) **“Temporary Construction Easement”** which is a Temporary Easement for construction purposes;
- b) **“Temporary Construction Easement (Staging)”** which is a Temporary Easement used for staging in connection with construction in accordance with note 3 above;
- c) **“Temporary Detour Easement”** or **“Temporary Construction Easement (Detour)”** which is a Temporary Easement used for vehicular detour purposes; and
- d) **“Temporary Subterranean Easement”** which is a Temporary Easement which is Stratified below ground level.

“Stratified” means the property rights are to specified vertical limits as shown on the applicable PRP and can be combined with other property interests such as a Temporary Construction Easement by way of an example.

5. Stage 2 Lands

The Stage 2 West Lands shall comprise those parcels of land indicated with “SI” (being “System Infrastructure Lands” in the DB Co Works Agreement) in the tables headed “CONFEDERATION LINE WEST” in section 6 of Appendix 2 of this Schedule 1, save to the extent that the City confirms to Project Co prior to the Stage 2 West Revenue Service Availability Date that any such parcels of land are not required to be part of the Stage 2 West Lands for the purposes of this Agreement (provided that the City may not remove any such parcels where to do so would adversely affect the delivery by Project Co of the Project Scope).

The Stage 2 East Lands shall comprise those parcels of land indicated with “SI” (being “System Infrastructure Lands” in the DB Co Works Agreement) in the tables headed “CONFEDERATION LINE EAST” in section 6 of Appendix 2 of this Schedule 1, save to the extent that the City confirms to Project Co prior to the Stage 2 West Revenue Service Availability Date that any such parcels of land are not required to be part of the Stage 2 East Lands for the purposes of this Agreement (provided that the City may not remove any such parcels where to do so would adversely affect the delivery by Project Co of the Project Scope).

The tables referred to in the previous two paragraphs are referred to as the “Stage 2 Lands Tables”.

Without prejudice to Project Co’s rights under Section 27.4(a), Project Co’s Licence for the Stage 2 Lands shall be subject to the restrictions, qualifications and requirements contained in the Stage 2 Lands Tables, to the extent such restrictions, qualifications and requirements continue to apply to those Lands following the Stage 2 West Substantial Completion Date (in respect of the Stage 2 West Lands) or the Stage 2 East Substantial Completion Date (in respect of the Stage 2 East Lands).

In addition, Project Co acknowledges:

- (1) some parcels comprising part of the Stage 2 Lands are noted as “Stratified Parcels” in the Stage 2 Lands Tables where the vertical limits of the parcel will be limited to the extent of the System Infrastructure located within such parcel. Without limiting the generality of provisions of the Project Agreement confirming the non-exclusive nature of the licence granted to Project Co by the City with respect to the Stage 2 Lands and any restrictions or protections for Project Co in the Project Agreement in relation to such use, the use of Stratified Parcels will be subject to the reservation of rights in favour of the City and/or third parties with an interest in infrastructure located above or below such parcels, including but not limited to rights of access for purposes of maintaining, repairing and replacing such infrastructure; and

- (2) in the course of carrying out the Maintenance Services, Project Co shall be deemed to have taken into account any rights, stratification or use of the Site outside of the Stratified Parcels that is reasonably foreseeable as at the date of the Project Agreement based on the information available to Project Co in the Output Specifications.

6. System Infrastructure Lands

Set out below is an extract from Schedule 20 to the DB Co Works Agreement. Without prejudice to Project Co's rights under Section 27.4(a) and the Stage 2 Interface and Design Management Variation which shall apply to any changes, the Stage 2 Lands Tables shall be adjusted to reflect any subsequent changes to the tables of Lands applicable under Schedule 20 of the DB Co Works Agreement, to the extent the Permitted Use for such Lands are (or will be) marked as "SI" (being "System Infrastructure Lands" in the DB Co Works Agreement), including by way of any Additional Property Interests (as referred to in Section 8.2 of Schedule 20 of the DB Co Works Agreement).

The Parties acknowledge that Project Co may, under the terms of the Stage 2 Interface and Design Management Variation, request that certain Additional Property Interests (or other property interests) should be added to the scope of the licence to be made available to Project Co under Section 14.1 to reflect the development of the design of the DB Co Works in the context of Project Co's reasonable expectation for suitable access for efficient maintenance of the Stage 2 System by Project Co in accordance with this Project Agreement. Any such interests that are agreed or determined to be provided, and which are not already covered within the Stage 2 Lands Tables as "System Infrastructure Lands", shall be added to the tables herein and noted as "Access Lands", and noting any applicable terms to which such rights of access may be subject.

Key to "Permitted Use" column:

SI: System Infrastructure Lands. Note that to the extent any such parcels were highlighted in Schedule 20 of the DB Co Works Agreement as also being permitted for New Municipal Infrastructure (NMI) or New MTO Infrastructure (NMTOI), it is envisaged that the NMI and NMTOI components will be removed from the relevant plots at the point the relevant areas are handed over to the relevant authorities as envisaged by the DB Co Works Agreement, and accordingly the boundaries of the remaining System Infrastructure Lands within such plots will be clarified during the design development of the DB Co Works.

ACC: Access Lands (if required to be added).

For the purposes of this Section 6, the following terms have the following meanings. Any capitalised terms not defined in this Section 6 shall have the meaning given to them in the Project Agreement.

- (a) **"Additional Property Interest"** includes any additional parcel of land not forming part of the Lands, the expansion or alteration of any boundary of any parcel of land forming part of the Lands, the extension of any term of use of any parcel of

forming part of the Lands and the inclusion of additional Permitted Uses for any parcel of land forming part of the Lands listed below unless and until such parcel, extension, extended term or additional Permitted Use becomes part of the Lands and is included in the grant of the non-exclusive licence described in Section 16.1 of the Project Agreement in accordance with Section 16.7 of the Project Agreement;

- (b) **“Algonquin College Terms”** designates property, the use of which is subject to the terms and conditions of the agreement between the City and Algonquin College a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (c) **“City Road Allowance Lands”** means lands forming part of a municipal road having the status of a highway pursuant to Section 26 of the *Municipal Act, 2001* R.S.O. c.25. Within the tables below, property comprising City Road Allowance Lands are designated **“ROW”** in the column marked “Restrictions and Requirements”;
- (d) **“Construction Period”** means that period of time commencing on Financial Close under the DB Co Works Agreement and ending on the earlier of (i) the Termination Date of the DB Co Works Agreement, or (ii) the latest Final Completion Date under the DB Co Works Agreement.
- (e) **“Existing LRT Infrastructure Lands Constraints”** designates property which includes, abuts or is in close proximity to Existing System Infrastructure Lands as defined in the DB Co Works Agreement where coordination with RTG and/or the RTG Parties may be required in accordance with the Interface Agreement and the terms of this Project Agreement;
- (f) **“Highway Corridor Lands”** means lands forming part of the controlled access highways known as Highway 417 and Highway 416 and owned by the MTO which are designated **“HCL”** in the column marked “Restrictions and Requirements” in the tables below;
- (g) **“HONI Terms”** designates property forming part of an electricity transmission or distribution corridor. The use of such lands may be subject to approvals pursuant to the provincial secondary land use program jointly administered by Infrastructure Ontario and Hydro One Networks Inc. and is also subject to the terms and conditions of a Standard Agreement comprising a grant of an easement or licence, by Her Majesty the Queen in right of Ontario as represented by the Ontario Infrastructure Lands Corporation to the City, to construct, use and maintain infrastructure within lands forming part of an electricity transmission or distribution corridor or to make temporary use of such lands for the purpose stipulated in the grant of easement or licence;
- (h) **“MTO Terms”** designates property, the use of which is subject to the terms and conditions of a Standard Agreement comprising an encroachment permit granted by the MTO to the City with respect Highway Corridor Lands;

Schedule 1 to Project Agreement

Ottawa Light Rail Transit Project

REDACTED Execution Version

- (i) **“Murlee Holdings Terms”** designates property, the use of which is subject to the terms and conditions of the agreement between the City and Murlee Holdings Limited, a copy of which is located in a file folder titled “Agreements” and located in the Data Room;
- (j) **“NCC Terms & Conditions”** designates property, the use of which is subject to the terms and conditions of agreements between the City and the National Capital Commission (“NCC”) copies of which are located in a file folder titled “Agreements” and located in the Data Room as well as the conditions of the Approvals in Principle issued by the National Capital Commission and any Federal Land Use Design and Transaction Approvals granted by the National Capital Commission with respect to the Project or any part thereof;
- (k) **“Parkland Improvement Works”** designates property to be improved with New Municipal Infrastructure as set out in the Works Schedule to the DB Co Works Agreement, being constructed by DB Co for the benefit of the National Capital Commission in accordance with Schedule 15 of the DB Co Works Agreement and the NCC Terms and Conditions;
- (l) **“Permitted Use”** or **“Permitted Uses”** means the use(s) which may be put to each parcel forming part of the Lands as designated in the column marked “Permitted Use” in the tables below, being one or more of the following:
 - (i) **“New MTO Infrastructure Lands”** means property forming part of the Lands and designated **“NMTOI”** in the column marked “Permitted Use” in the Lands Table in Schedule 20 of the DB Co Works Agreement representing the location where New MTO Infrastructure is to be constructed or installed in accordance with Schedule 15 of the DB Co Works Agreement.
 - (ii) **“New Municipal Infrastructure Lands”** means property forming part of the Lands and designated **“NMI”** in the column marked “Permitted Use” in the Lands Table in Schedule 20 of the DB Co Works Agreement representing the location where New Municipal Infrastructure is to be constructed or installed in accordance with Schedule 15 of the DB Co Works Agreement;
 - (iii) **“System Infrastructure Lands”** means property forming part of the Lands and designated **“SI”** in the column marked “Permitted Use” in the tables below and/or the Lands Table in Schedule 20 of the DB Co Works Agreement representing the location where System Infrastructure is located or is to be constructed or installed in accordance with Schedule 15 of the DB Co Works Agreement;
 - (iv) **“Temporary Access Lands”** means property forming part of the Lands and designated **“TA”** in the column marked “Permitted Use” in the Lands Table in Schedule 20 of the DB Co Works Agreement which may be used temporarily for

the sole purpose of providing non-exclusive pedestrian and/or vehicular access to other property forming part of the Lands;

- (v) **“Temporary Mobilization Lands”** means property forming part of the Lands and designated **“TM”** in the column marked “Permitted Use” in the Lands Table in Schedule 20 of the DB Co Works Agreement which may be used as part of a mobilization site or staging area, being a designated area where personnel, equipment, supplies, site offices and other facilities required to undertake the Construction Activities are established and maintained in accordance with the provisions of Schedule 15 of the DB Co Works Agreement relating to mobilization sites; and
- (vi) **“Temporary Construction Lands”** means property forming part of the Lands and designated **“TC”** in the column marked “Permitted Use” in the Lands Table in Schedule 20 of the DB Co Works Agreement which may be used temporarily in connection with the construction of System Infrastructure, New Municipal Infrastructure, and/or New MTO Infrastructure but which may not be used as part of a mobilization site or staging area other than for short term storage of mobile equipment and material required for construction in close proximity to the relevant parcel of Temporary Construction Lands.
- (m) **“PWGSC Terms”** designates property, the use of which is subject to the terms and conditions of the agreement between the City and Her Majesty the Queen as represented by Public Works and Government Services Canada a copy of which is located in a file folder titled “Agreements” and located in the Data Room.
- (n) **“Remedial Action Plan”** is a document that defines the purpose and specific objectives of a remediation, documents the evaluation of remedial options, and specifies how the remediation will be carried out and how the success of the remediation actions will be validated.
- (o) **“Report Card Parcel”** means any parcel designated as a “Report Card Parcel” in the tables below and which are subject to the protocol set out in Section 6 of Schedule 20 to the DB Co Works Agreement.
- (p) **“Standard Agreements”** means agreement(s) on substantively the same terms and conditions as existing easements, licenses or similar agreements that have been entered into by the City and that is provided as Background Information prior to Financial Close or are currently contemplated in the “Restrictions and Requirements” column of the tables below, and copies of which are included in the folder titled “Agreements” in the Data Room.
- (q) **“Stratified Parcel”** means property having both horizontal and vertical boundaries.

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18689-PRP_024d	1	SI	Parcel is a Stratified Parcel where pedestrian bridge crosses bus layby. Area below pedestrian bridge to remain open for bus circulation in accordance with Schedule 34 – Mobility Matters.
18689-PRP_026b	1	SI	
18689-PRP_027b	1	SI	
18689-PRP_028b	1	SI	
18689-PRP_028b	2	SI	
18689-PRP_030b	1	SI	
N/A Refer to description of leased premises contained in 2670 Queensview Lease	N/A	In accordance with 2670 Queensview Lease	2670 Queensview Lease
18689-PRP_031e	1	SI	
18689-PRP_031e	2	SI	SI limited to emergency access and egress.
18689-PRP_032b	2	SI	Report Card Parcel
18689-PRP_035f	2	SI	Parts of Parcel 2, being the portions comprised of Parts of PIN 03969-0155, PIN 03970-0102, PIN 03970-0106, PIN 03970-0112, PIN 03970-0113, PIN 03970-0123, constitute City Road Allowance Lands and are subject to additional Restrictions and Requirements including with respect to commencement date and duration

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_035f	5	SI	Part of Parcel 5, being Part of PIN 03970-0123, constitutes City Road Allowance Lands (ROW) and is subject to additional Restrictions and Requirements including with respect to commencement date and duration
18689-PRP_039e	3	SI	Part of Parcel 3, being parts of PINs 04751-0147 and 04751-0152 , constitute City Road Allowance Lands and are subject to additional Restrictions and Requirements including with respect to commencement date and duration Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_041f	1	SI	Parts of Parcel 1, being the portions comprised of Parts of PIN 04018-0162 and PIN 04019-0136, constitute City Road Allowance Lands and are subject to additional Restrictions and Requirements including with respect to commencement date and duration
18689-PRP_042d	1	SI	Temporary site office permitted
18689-PRP_043b	1	SI	
18689-PRP_044c	1	SI	Existing LRT Infrastructure Lands Constraints.
18689-PRP_044c	2	SI	Report Card Parcel Report Card Parcel

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Existing LRT Infrastructure Lands Constraints.
18689-PRP_044c	3	SI	Existing LRT Infrastructure Lands Constraints. Report Card Parcel
18689-PRP_045f	1	SI	Report Card Parcel Part of Parcel 1 is a Stratified Parcel commencing at the tunnel portal and ending where the station will be constructed. Part of Parcel 1 is located within the access road for the bus station terminal. Algonquin College Terms
18689-PRP_045f	9	SI	Report Card Parcel Algonquin College Terms
18689-PRP_045f	10	SI	Report Card Parcel Algonquin College Terms
18689-PRP_103	1	SI	Report Card Parcel
18689-PRP_025c	1	SI	ROW Parcel is a Stratified Parcel for SI commencing at the underside of the Richmond Road grade separation.
18689-PRP_032b	1	SI	ROW

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Parcel to become a Stratified Parcel commencing at the upper limit of the tunnel box following reinstatement of travelled portion of City Right of Way Lands.
18689-PRP_033e	1	SI	ROW
18689-PRP_033e	3	SI	ROW
18689-PRP_033e	4	SI	ROW
18689-PRP_034e	1	SI	ROW, Report Card Parcel Parcel to become a Stratified Parcel commencing at the upper limit of the tunnel box following reinstatement of travelled portion of City Right of Way Lands.
18689-PRP_034e	3	SI	ROW , Report Card Parcel
18689-PRP_034e	4	SI	ROW, Report Card Parcel
18689-PRP_039e	1	SI	ROW, Report Card Parcel
18689-PRP_039e	2	SI	ROW, Report Card Parcel
18689-PRP_045f	7	SI	ROW Stratified Parcel – Commencing at the underside and within the horizontal limits of the Baseline Bridge in accordance with Schedule 15-Output Specifications
18689-PRP_106a	3	SI	ROW

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18689-PRP_138c	1	SI	ROW
18689-PRP_138c	2	SI	ROW
18689-PRP_138c	7	SI	ROW
18689-PRP_148	1	SI	ROW
18689-PRP_009e	1	SI	HCL MTO Terms
18689-PRP_009e	2	SI	HCL MTO Terms
18689-PRP_009e	3	SI	HCL MTO Terms
18689-PRP_009e	4	SI	HCL MTO Terms
18689-PRP_010c	1	SI	HCL MTO Terms
18689-PRP_011e	1	SI	HCL MTO Terms Temporary site office permitted subject to MTO encroachment permit.
18689-PRP_012f	1	SI	HCL MTO Terms Parcel includes a portion of HWY 417 E – N/S ramp for Pinecrest Road
18689-PRP_013c	1	SI	HCL MTO Terms
18689-PRP_133a	1	SI	HCL MTO Terms

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Temporary site office permitted subject to MTO encroachment permit.
18689-PRP_134c	1	SI	HCL Parcel includes ROW at Moodie Drive grade separation. MTO Terms Parcel includes HWY 417 S-W ramp.
18689-PRP_134c	2	SI	HCL MTO Terms Parcel includes ROW at Moodie Drive grade separation Parcel includes HWY 417 S-W ramp.
18689-PRP_134c	3	SI	HCL MTO Terms Parcel includes ROW at Moodie Drive grade separation Parcel includes HWY 417 S-W ramp.
18689-PRP_134c	11	SI	HCL MTO Terms
18689-PRP_134c	12	SI	HCL MTO Terms SI limited to water drainage / pumping equipment

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18689-PRP_136b	1	SI	HCL MTO Terms
18689-PRP_001d	1	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted
18689-PRP_001d	2	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted
18689-PRP_001d	3	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_001d	4	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_002g	1	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_002g	2	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_002g	3	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_002g	4	SI	Report Card Parcel, NCC Terms & Conditions SI limited to multiuse pathway for access to guideway. NMI limited to Parkland Improvement Works.
18689-PRP_003k	1	SI	Report Card Parcel, NCC Terms & Conditions

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18689-PRP_003k	2	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Woodriffe Pedestrian Bridge.
18689-PRP_003k	3	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	4	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	5	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	6	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	7	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	8	SI	Report Card Parcel, NCC Terms & Conditions SI limited to access to guideway via multiuse pathway. NMI limited to Parkland Improvement Works
18689-PRP_003k	9	SI	Report Card Parcel, NCC Terms & Conditions SI limited to access to guideway via multiuse pathway. NMI limited to Parkland Improvement Works
18689-PRP_003k	10	SI	Report Card Parcel, NCC Terms & Conditions Report Card Parcel, NCC Terms & Conditions
18689-PRP_003k	11	SI	NMI limited to Parkland Improvement Works (multiuse pathway crossing under guideway)
18689-PRP_003k	35	SI	Report Card Parcel, NCC Terms & Conditions

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			NMI limited to Parkland Improvement Works (above tunnel) Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_003k	37	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_004g	1	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted
18689-PRP_004g	2	SI	Report Card Parcel, NCC Terms & Conditions
18689-PRP_004g	3	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_004g	4	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted
18689-PRP_004g	5	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to City storm / sanitary and/or water utility Temporary site office permitted
18689-PRP_004g	9	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to City storm / sanitary and/or water utility
18689-PRP_004g	12	SI	Report Card Parcel, NCC Terms & Conditions

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			NMI limited to City storm / sanitary and/or water utility and Parkland Improvement Works
18689-PRP_004g	24	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted
18689-PRP_005h	1	SI	Report Card Parcel, NCC Terms & Conditions NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_005h	2	SI	Report Card Parcel, NCC Terms & Conditions Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth. NMI limited to City storm / sanitary and/or water utility and Parkland

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Improvement Works
18689-PRP_005h	3	SI	Report Card Parcel, NCC Terms & Conditions NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_005h	4	SI	Report Card Parcel, NCC Terms & Conditions Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_006f	1	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_007e	1	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co. Parcel is a Stratified Parcel for SI. Refer to Schedule 15-2 for minimum depth.
18689-PRP_007e	2	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co.

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18689-PRP_007e	3	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co.
18689-PRP_007e	4	SI	Report Card Parcel, NCC Terms & Conditions NMI limited to Parkland Improvement Works NCC may request access to parcel prior to end of term of licence for the purpose of undertaking additional parkland improvement works subject to reasonable requirements and limitations imposed by the City with input from DB Co.
18689-PRP_137c	1	SI	Report Card Parcel, NCC Terms & Conditions Temporary site office permitted.
18689-PRP_137c	2	SI	Report Card Parcel, NCC Terms & Conditions

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Temporary site office permitted.
18689-PRP_014c	1	SI	
18689-PRP_015c	1	SI	
18689-PRP_016c	1	SI	
18689-PRP_016c	5	SI	
18689-PRP_017d	1	SI	Report Card Parcel Subject to Murlee Holdings Terms
18689-PRP_017d	3	SI	Subject to Murlee Holdings Terms, Report Card Parcel
18689-PRP_017d	6	SI	Report Card Parcel Subject to Murlee Holdings Terms
18689-PRP_017d	8	SI	Report Card Parcel Subject to Murlee Holdings Terms
18689-PRP_017d	20	SI	Report Card Parcel Subject to Murlee Holdings Terms
18689-PRP_018b	2	SI	Report Card Parcel Some remediation of this parcel may be undertaken by the City in advance of the Commencement Date indicated for this Parcel in connection with the decommissioning of the gasoline service station and the remediation of soil and groundwater on Parcel 1 18689-PRP_018b
18689-PRP_055d	1	SI	Report Card Parcel

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Parcel to be a Stratified Parcel at Revenue Service for SI. Refer to Schedule 15-2 for minimum depth SOD Parcel Remedial Action Plan required pursuant to Section 4.5(b) of Schedule 17 – Environment Obligations. Remedial Action Plan shall include estimated cost to remediate.
18689-PRP_055d	5	SI	Report Card Parcel SOD Parcel Parcel to be a Stratified Parcel at Revenue Service for SI. Refer to Schedule 15-2 for minimum depth Remedial Action Plan required pursuant to Section 4.5(b) of Schedule 17 – Environment Obligations. Remedial Action Plan shall include estimated cost to remediate. NMI limited to watermain
18689-PRP_056d	1	SI	
18689-PRP_057c	2	SI	Report Card Parcel Subject to terms of temporary construction licence with property owner in the form of a Standard Agreement.

Confederation Line List			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Pre-construction survey required.
18689-PRP_057c	4	SI	Report Card Parcel Subject to terms of temporary construction licence with property owner in the form of a Standard Agreement. Pre-construction survey required.
18689-PRP_057c	5	SI	Report Card Parcel Subject to terms of temporary construction licence with property owner in the form of a Standard Agreement. Pre-construction survey required.
18689-PRP_064d	2	SI	Report Card Parcel Pre-construction survey required.
18689-PRP_076a	1	SI	
18689-PRP_067c	3	SI	PWGSC Terms
18689-PRP_067c	5	SI	PWGSC Terms

Confederation Line East			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18695-PRP_001b	1	SI	ROW Existing LRT Infrastructure Lands Constraints.
18695-PRP_001b	2	SI	ROW Existing LRT Infrastructure Lands Constraints
18695-PRP_001b	3	SI	ROW Existing LRT Infrastructure Lands Constraints.
18695-PRP_001b	4	SI	ROW Existing LRT Infrastructure Lands Constraints.
18695-PRP_001b	5	SI	ROW
18695-PRP_001b	6	SI	ROW
18695-PRP_002e	1	SI	ROW
18695-PRP_002e	2	SI	ROW
18695-PRP_002e	12	SI	ROW SI limited to TPSS
		SI	
18695-PRP_004d	1	SI	ROW
18695-PRP_004d	2	SI	ROW
18695-PRP_004d	3	SI	ROW
18695-PRP_004d	4	SI	ROW

Confederation Line East			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18695-PRP_005e	1	SI	ROW Parcel contains segments of subsurface pavement sensors linked to a road weather information station
18695-PRP_037e	3	SI	ROW
18695-PRP_038c	1	SI	ROW
18695-PRP_040b	1	SI	ROW
18695-PRP_040b	2	SI	ROW
18695-PRP_040b	3	SI	ROW
18695-PRP_040b	16	SI	ROW
18695-PRP_041d	1	SI	ROW
18695-PRP_041d	2	SI	ROW
18695-PRP_041d	3	SI	ROW
18695-PRP_041d	17	SI	ROW SI limited to TPSS
18695-PRP_041d	18	SI	ROW SI limited to TPSS
18695-PRP_041d	19	SI	ROW SI limited to TPSS Use of parcel partly constrained by existing electricity transmission infrastructure. Utility coordination required.

Confederation Line East			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
18695-PRP_048a	3	SI	ROW
18695-PRP_005e	2	SI	
18695-PRP_005e	3	SI	
18695-PRP_038c	2	SI	Subject to Schedule 15 – Output Specifications with respect to operation, maintenance and reconstruction of bus loop and station and the maintenance and protection of the existing pedestrian bridge during Construction Period.
18695-PRP_038c	3	SI	
18695-PRP_038c	8	SI	Subject to Schedule 15 – Output Specifications with respect to operation, maintenance and reconstruction of bus loop and station and the maintenance, operation and protection of the existing pedestrian bridge during Construction Period.
18695-PRP_038c	14	SI	Subject to Schedule 15 – Output Specifications with respect to operation, maintenance and reconstruction of bus loop and station and the maintenance and protection of the existing pedestrian bridge during Construction Period.
18695-PRP_034b	2	SI	HONI Terms SI limited to the construction of foundation for a pedestrian bridge and subject to provincial secondary land use approvals process as described in Schedule 35.
18695-PRP_034b	3	SI	HONI Terms

Confederation Line East			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			SI limited to the construction of foundation for a pedestrian bridge and subject to provincial secondary land use approvals process as described in Schedule 35.
18695-PRP_034b	4	SI	HONI Terms SI limited to the construction of foundation for a pedestrian bridge and subject to provincial secondary land use approvals process as described in Schedule 35.
18695-PRP_037e	4	SI	TC limited to construction of access drive to TPSS located on Parcel 5 Parcel may contain segments of subsurface pavement sensors linked to a road weather information station and/or portion(s) of a road weather information station
18695-PRP_037e	5	SI	TC limited to construction of TPSS SI limited to TPSS Parcel may contain segments of subsurface pavement sensors linked to a road weather information station and/or portion(s) of a road weather information station
18695-PRP_019c	1	SI	Place d'Orleans Terms

Confederation Line East			
Property Request Plan	Parcel	Permitted Use	Restrictions & Requirements
			Report Card Parcel

APPENDIX 3
[INTENTIONALLY DELETED]

APPENDIX 4 ARCHAEOLOGICAL REPORTS

Name of Report	Final Date (On Report)
Stage 1 Archaeological Assessment of the Ottawa Light Rail Transit, City of Ottawa	October 2011
Stage 1 Archaeological Assessment of the Maintenance and Storage Facility Site and the MSF Cut and Cover Access Tunnel, OLRT Project Lots 11 and 12, Junction Gore, City of Ottawa	October 2011
Stage 1 Archaeological Assessment of the Ottawa Light Rail, Queen Street Alignment, City of Ottawa, Ontario	December 2011
Stage 1 Archaeological Assessment of the Ottawa Light Rail, Rideau Street Re-Alignment, City of Ottawa, Ontario	December 2011
Stage 2 Archaeological Assessment Maintenance and Storage Facility Site, Ottawa Light Rail Transit Project, Part Lot 11, Junction Gore, City of Ottawa	December 2011
Technical Memorandum – Archaeological Concerns Related to the Commissioner Street/Cliff Street Options, Ottawa Light Rail Transit Project	December 22, 2011
Stage 2/3 Archaeological Assessment West Portal, Ottawa Light Rail Transit Project, Ottawa Ontario	April 2012
Revised Report, Stage 3 Archaeological Assessment of the Former Union Station, Ottawa Light Rail Transit Project, Ottawa, Ontario	June 2012
Preliminary Excavation Report, Stage 4 Archaeological Assessment, Western Methodist Church BiFw-166, Ottawa Light Rail Transit Project, Wellington Street at Commissioner Street, Concession A Lot 40, Former Township of Nepean, Ottawa, Ontario	September 2012
Preliminary Excavation Report, Stage 4 Archaeological Assessment, 555-561 Albert Street Outbuildings BiFw-169, Ottawa Light Rail Transit Project, Parking Lot at Albert and Brickhill Street, Concession A Lot 40, Former Township of Nepean, Ottawa, Ontario	September 2012
Preliminary Excavation Report, Stage 4 Archaeological Assessment, 541-549 Albert Street Outbuildings BiFw-168, Ottawa Light Rail Transit Project, Parking Lot at Albert and Brickhill Streets, Concession A Lot 40, Former Township of Nepean, Ottawa, Ontario	September 2012
Preliminary Excavation Report, Stage 4 Archaeological Assessment, West End Hotel BiFw-167, Ottawa Light Rail Transit Project, Parking Lot at Albert and Brickhill Streets, Concession A Lot 40, Former Township of Nepean, Ottawa, Ontario	September 2012

APPENDIX 5 ENVIRONMENTAL REPORTS

Name of Report	Final Date (On Report)
Technical Memorandum – Interim Environmental Considerations for the Downtown Tunnel, OLRT Alignment, Ottawa, Ontario	October 21, 2011
Phase I Environmental Site Assessment, Maintenance and Storage Facility at 645, 681, 707, 731, 747 and 805 Belfast Road, Ottawa, Ontario	November 2011
Phase II Environmental Site Assessment, Maintenance and Storage Facility, Ottawa Light Rail Transit Project	November 2011
Technical Memorandum – Soil Gas Investigations for Proposed Bayview and Hurdman Stations	November 7, 2011
Technical Memorandum – Excavated Materials Management Considerations, OLRT (Version 1)	November 25, 2011
Phase I Environmental Site Assessment, Ottawa Light Rail Transit Corridor, Ottawa, Ontario	December 2011
Factual Scoped Phase II Environmental Site Assessment, Ottawa Light Rail Transit (OLRT) Project, Ottawa, Ontario	December 2011
Supplemental Phase II Environmental Site Assessment, Maintenance and Storage Facility, Ottawa Light Rail Transit Project, 645 to 805 north Side of Belfast Road, Ottawa, Ontario	December 2011
Technical Memorandum – Testing of Acid Generation Potential of Rock Samples, Ottawa Light Rail Transit	December 21, 2011
Phase I Environmental Site Assessment, 156-160 Lyon Street, Ottawa, Ontario	January 2012
Phase II Environmental Site Assessment, 156-160 Lyon Street, Ottawa Light Rail Transit Project	January 2012
Technical Memorandum – Underground Storage Tank Investigation – Ottawa Light Rail Transit (OLRT)	January 4, 2012
Technical Memorandum – Factual Environmental Results Alternate Rideau Station Alignment, OLRT Alignment, Ottawa, Ontario	January 10, 2012
Technical Memorandum – Factual Supplemental Soil Results, Commissioner Street Overpass, OLRT Project, Ottawa, Ontario	January 19, 2012
Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 681 Belfast Road, Ottawa, Ontario	August 2012
Updated Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 707-725 Belfast Road, Ottawa, Ontario	August 2012
Updated Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 731 Belfast Road, Ottawa, Ontario	August 2012

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Name of Report	Final Date (On Report)
Updated Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 747 Belfast Road, Ottawa, Ontario	August 2012
Updated Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 767 Belfast Road, Ottawa, Ontario	August 2012
Updated Pre-Demolition Designated Substances Survey, Ottawa Light Rail Transit (OLRT), 805 Belfast Road, Ottawa, Ontario	August 2012

APPENDIX 6
CANADIAN CONTENT CERTIFICATE

APPENDIX 7 HIGHWAY SITE BACKGROUND REPORTS

Name of Report	Draft Date (On Report)	Final Date (On Report)
Foundation Investigation Report Central Transitway Overpass Rehabilitation and Widening Highway 417 Expansion from Nicholas Street to Vanier Parkway G.W.P. 4091-07-00, Site No. 3-389		January 23, 2012
Foundation Investigation and Design Report Central Transitway Overpass Rehabilitation and Widening Highway 417 Expansion from Nicholas Street to Vanier Parkway G.W.P. 4091-07-00, Site No. 3-389		January 23, 2012
Foundation Investigation and Design Report Hurdman Bridge Replacement		April 10, 2012
Foundation Investigation Report Hurdman Bridge Replacement		April 10, 2012
Foundation Investigation and Design Report Lees Avenue Underpass Rehabilitation		April 19, 2012
Foundation Investigation Report Lees Avenue Underpass Rehabilitation		April 19, 2012
Foundation Investigation and Design Report Belfast Road Underpass Rehabilitation		January 19, 2012
Foundation Investigation Report Belfast Road Underpass Rehabilitation		January 19, 2012
Foundation Investigation and Design Report Riverside Drive Underpass Rehabilitation		January 19, 2012
Foundation Investigation Report Riverside Drive Underpass Rehabilitation		January 19, 2012
Foundation Investigation and Design Report St. Laurent BLVD. Overpass Rehabilitation and Widening		January 19, 2012
Foundation Investigation Report St. Laurent Blvd. Overpass Rehabilitation and Widening		January 19, 2012
DRAFT Foundation Investigation and Design Report Hurdman Bridge Replacement	December, 2011	
Central Transitway - Addendum 1 Foundation Investigation Design Report Central Transitway Overpass Rehabilitation and Widening Highway 417 Expansion From Nicholas Street to Vanier Parkway GWP 4091-07-00 site 3-389		May 16, 2012

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Foundation Investigation Report High Mast Light Poles Highway 417 Widening Nicholas Street to OR 174 GWP 4320-06-00		July 6, 2012
Draft Foundation Investigation Report Retaining Walls and Noise Barrier Walls Highway 417 Widening Nicholas Street to OR 174 GWP 4091-07-00 and 4320-06-00	May 15, 2012	
Foundation Investigation Report Overhead and Variable Message Signs Highway 417 Widening Nicholas Street to OR 174 GWP 4091-07-00 and 4320-06-00		July 6, 2012
Final Foundation Investigation and Design Report High Mast Light Poles Highway 417 Widening Nicholas Street to OR 174 GWP 4320-06-00		July 6, 2012
Draft Foundation Investigation and Design Report Retaining Walls and Noise Barrier Walls Highway 417 Widening Nicholas Street to OR 174 GWP 4091-07-00 and 4320-06-00		July 6, 2012
Final Foundation Investigation and Design Report Overhead and Variable Message Signs Highway 417 Widening Nicholas Street to OR 174 GWP 4091-07-00 and 4320-06-00		July 6, 2012
DRAFT Pavement Design Report GWP 4320-06-00 Hwy 417 Widening Vanier Parkway to OC 174	December, 2011	
Pavement Design Report GWP 4091-07-00 Highway 417 Widening Nicholas Street to Vanier Parkway		May, 2012
Pavement Design Report GWP 4320-06-00 Highway 417 Widening Vanier Parkway to OR 174		May, 2012
DRAFT Pavement Design Report GWP 4091-07-00 Highway 417 Widening Nicholas Street to Vanier Parkway	December, 2011	
DRAFT Pavement Investigation GWP 4320-06-00 (Draft Version) OR 174 Widening Between Highway 417 and Blair Road, Ottawa, On.	March 15, 2012	
Pavement Investigation GWP 4320-06-00 (Final Version) OR 174 Widening Between Highway 417 and Blair Road, Ottawa, On.		July 6, 2012
Highway 417 Expansion: Hurdman's Bridge Rehabilitation GWP 4091-07-00 and GWP 4320-06-00 Project Description		December 28, 2011

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Cultural Heritage Evaluation Report Belfast Road Underpass, MTO Site No. 3-071 Highway 417 (Ottawa Queensway) Lot 10, Junction gore Geographic Township of Gloucester City of Ottawa, Ontario GWP 4320-06-00/ GWP 4091-07-00		September, 2011
Cultural Heritage Evaluation Report Lees Avenue Underpass, MTO Site No. 3-225, Concession D, Rideau Front Geographic Township of Nepean City of Ottawa, Ontario GWP 4320-06-00 / GWP 4091-07-00		July, 2011
Cultural Heritage Evaluation Report Nicholas Street Underpass, MTO Site No. 3-224 Highway 417 (Ottawa Queensway) Lots F & G, Concession D, Rideau Front Geographic Township of Nepean City of Ottawa, Ontario GWP 4320-06-00 / GWP 4091-07-00		July, 2011
Cultural Heritage Evaluation Report Rideau River (Hurdman's) Bridges, MTO Site No. 3-073/1/2 Highway 417 (Ottawa Queensway) Lot G, Concession D, Rideau Front Geographic Township of Nepean & Lot 11, Junction Gore Geographic Township of Gloucester City of Ottawa, Ontario GWP 4320-06-00 / GWP 4091-07-00		September, 2011
Cultural Heritage Evaluation Report Vanier Parkway Underpass, MTO Site No. 3-069 Highway 417 (Ottawa Queensway) Lot 11, Junction Gore Geographic Township of Gloucester City of Ottawa, Ontario GWP 4320-06-00		July, 2011
DRAFT Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation from Nicholas Street to Ottawa Road 174 Fish and Fish Habitat Impact Assessment Report	December, 2011	
PRE-DRAFT -DRAFT Terrestrial Ecosystem Impact Assessment Report Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation From Nicholas Street to Ottawa Road 174 (GWP 4091-07-00 & 4320-06-00)	February, 2012	
DRAFT Report Contaminant Investigation Highway 417 at Lees Avenue Overpass Ottawa Ontario	December, 2011	
Arborist Report Nation Capital Commission Property at Highway 417 Hurdman Bridge GWP 4091-07-00 & 4320-06-00		February, 2012
Summary of Existing Environmental Conditions Report Detail Design Update Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation From Nicholas Street to Ottawa Road 174 (GWP 4091-07-00 & 4320-06-00)		September, 2011

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Memo MTO Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation WP 4091-07-00 Nicholas Street to Vanier Parkway Detail Design - Noise Review - WP 4091-07-00 Nicholas Street to Vanier Parkway		February 10, 2012
Hydrogeological Assessment in Support of A Category 3 Permit to Take Water Application		June 1, 2012
Final Report Contaminant Investigation Highway 417 at Lees Avenue Overpass Ottawa Ontario		March 1, 2012
Design and Construction Report Piers		March 1, 2012
Design and Construction Report Nicholas to Vanier		April 1, 2012
Ministry of Transportation Highway 417 - Ottawa Carleton Road 26 to Eighth Line Road Traffic Operations Study Report Final Report		March 19, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 DRAFT Traffic Analysis & Queuing Assessment		January, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 DRAFT Traffic & Incident Management Plan		February, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 Traffic & Incident Management Plan		May, 2012
Highway 417 Widening From Nicholas to OR 174 Detail Design Study GWP 4091-07-00 and 4320-06-00 Drainage and Stormwater Management Report FINAL DRAFT Report	December, 2011	
Highway 417 Expansion Operational Improvements and Infrastructure Rehabilitation Total Project Management Detail Design Services Risk Assessment Report		November 14, 2011
Highway 417 Expansion Nicholas Avenue 401 to Ottawa Road 174 GWP 4091-07-00 and GWP 4320-06-00 Constructability Review Report		November, 2011
DRAFT Highway 417 Expansion Nicholas Avenue 401 to Ottawa Road 174 GWP 4091-07-00 and GWP 4320-06-00 Constructability Review Report	November, 2011	
Highway 417 Storm Sewers from Island Park Drive to Nicholas Street GWP 4091-07-00 and GWP 4320-06-00 Condition Assessment Final Report		March, 2012

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Drainage Exhibits - Proposed Storm Sewers Map 1, Map 2, Map 3 - Exhibit 18,19,20		April 17, 2012
Appendix A - Notification Material - Notice of Study Commencement Highway 417 Expansion, Operational Improvements and Infrastructure from Nicholas Street to Ottawa Road 174 (GWP 4091-07-00 & 4320-06-00), Detail Design		April 26, 2012
MTO Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation From Nicholas Street to Ottawa Road 174, Detail Design GWP 4091-07-00 & GWP 4320-06-00 City of Ottawa - Class environmental Assessment for Provincial Transportation Facilities (2000) Group "B" Project - Ministry of Transportation Eastern Region - Design and Construction Report		April, 2012
MTO Highway 417 Widening from Nicholas to OR 174 Detail Design Study GWP 4091-07-00 and GWP 4320-06-00 -Drainage and Stormwater Management Report Final Report		April, 2012
Risk Management Health and Safety Plan 200 Lees Ave - Uottawa		February, 2012
Tender for Grading, Drainage, Granular Base, Hot Mix Paving, Structures, Electrical, ATMS and Landscaping. At Highway 417, Highway 417 expansion from 150 m west of Parkdale Avenue Easterly to 900m east of Walkley Road I.C. 110 13.6 k Eastern Region under Contract No. 2012-4007		April 30, 2012 (date provided)
Bell Relocation at Belfast Transmittals (Temporary Bell Canada Pole Placement on Hwy 417 (Belfast Bridge)		April 16, 2012
Bell Temp. Pole Relocation at Highway 417 - Belfast Plans		April 16, 2012
Enbridge Queensway Relocation - City of Ottawa Prjt No. 6.7913966, Work Request No. 8263533		November 30, 2011
Phase I Bell Canada BC No. Ottawa - Vanier - Belfast Rd. Plan No. 401 - Project No. 2980559		January 28, 2012
Phase I Bell Canada BC No. Ottawa - Vanier - Belfast Rd & Tremblay Rd. Plan No. 402 - Project No. 2980559		March 22, 2012
Phase I Bell Canada BC No Ottawa - Vanier - Belfast Rd. Plan No. 701 Project No. 2980559		March 22, 2012
Promark 1-31 -Auxiliary Locate Sheet		September, 2011
Promark 32-61 - Auxiliary Locate Sheet		September, 2011

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Locates (with Disclaimer) Thurber Report		June, 2011 to February 2012
Hydro Preliminary Relocation Plans - Belfast Road No. 92006453TOH/TUG-MC Rev 0-3		
Detailed Condition Survey Report Structure No. 014010, Central Transitway Bridge (EBL)		December 1, 2011
Detailed Condition Survey Report Structure No. 014010, Central Transitway Bridge (WBL)		December 1, 2011
Detailed Condition Survey Report Site No. 03-079/ 1 Rideau River (Hurdman) Overpass (EBL)		December 1, 2011
Detailed Condition Survey Report Site No. 03-079/2 Rideau River (Hurdman_ Overpass (WBL),		December 1, 2011
Detailed Condition Survey Report Site NO. 03-389 / 2 East Transitway Structure (WBL)		December 1, 2011
Memo Belfast Road Underpass (site 03-071) Limited Condition Survey		June 15, 2011
Memo Lees Avenue Underpass (Site 3-225.0) Limited Condition Survey		June 15, 2011
Memo Vanier Parkway Underpass (Site 03-069) Limited Condition Survey		June 15, 2011
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320- 06-00 DRAFT Belfast Road Underpass Site No. 03-071 Structural Design Report	June, 2011	
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320- 06-00 Central Transitway Overpass (Structure No. 014010) Structural Design Report		December, 2011
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320- 06-00 East Transitway Structure (EBL and WBL) (Structure No. 056700) Structural Design Report		December, 2011
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320- 06-00 DRAFT Lees Avenue Underpass Site No. 03-225 Structure Design Report	July, 2011	
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320- 06-00 DRAFT Rideau River (Hurdman) Bridge Site No. 03-073/1-2 Structural Design Report	August, 2011	

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Name of Report	Draft Date (On Report)	Final Date (On Report)
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 DRAFT St. Laurent Boulevard Overpass EBL and WBL (Site No. 3-72.1 & .2) Structural Design Report	July, 2011	
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 DRAFT Vanier Parkway Underpass Site No. 03-069 Structural Design Report	June, 2011	
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 final Belfast Road Underpass Site No. 03-071 Structural Design Report		February, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 final Lees Avenue Underpass Site No. 03-225 Structure Design Report		February, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 final Rideau River (Hurdman) Bridge Site No. 03-073/1-2 Structural Design Report		February, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 final St. Laurent Boulevard Overpass EBL and WBL (Site No. 3-72.1 & .2) Structural Design Report		February, 2012
Highway 417 Expansion, Operational Improvements and Infrastructure Rehabilitation GWP 4091-07-00 and 4320-06-00 final Vanier Parkway Underpass Site No. 03-069 Structural Design Report		February, 2012

APPENDIX 8 ORIGINAL DEFINED TERMS

3. DEFINITIONS

In the Project Agreement, unless the context otherwise requires:

- 3.1 “**Adjacent Structures**” means every structure, building, utility road, transportation interface on, under, affixed or adjacent to the Alignment.

- 3.2 “**Advanced Environmental Reports**” means any and all environmental reports prepared to support the preliminary engineering design including but not limited to the phase I and phase II environmental site assessments, the designated substances surveys and other reports, assessments and or memos prepared in respect of the Lands, as set forth in Appendix 6 - Environmental Reports to this Schedule 1 - Definitions and Interpretation.
- 3.3 “**After-Acquired Lands**” means Real Property Interests, including Real Property Interests in Crown Lands, to be acquired by the City after Financial Close and on or before the possession dates described in the Real Property Schedule.
- 3.4 “**Archaeological Reports**” means the document(s) described in Appendix 5 – Archaeological Reports to this Schedule 1 – Definitions and Interpretation.
- 3.5 “**As-Built Highway Drawings**” means a set of Contract Documents marked-up by Project Co or a Project Co Party during construction, to record changes in the Highway Work from the design documents and to illustrate actual locations of hidden utilities or concealed elements, and shall include plans approved by the Consultant showing the as-constructed location of the Highway Work. The term may also be interpreted to mean a set of Contract Documents containing Project Co’s annotations. The As-Built Highway Drawings shall be prepared by Project Co in bound hardcopies and a digital “PDF” format.
- 3.6 “**Bus Rapid Transit or BRT**” means the existing network of transit traffic lanes including the existing Transitway system (i: East Bus Rapid Transitway from Blair Road to Hurdman Station; ii: Central Bus Rapid Transitway from Hurdman Station to Empress Avenue; iii: West Bus Rapid Transitway Albert Street/Empress Avenue to Tunney’s Pasture Station; and iv: Southeast Transitway (Hurdman Station)), as well as the dedicated transit lanes on Albert Street/Slater Street from Nicholas Street to Empress Avenue. The BRT shall also include any other routes that are being used for the purpose of the BRT during a detour implemented for the purpose of constructing the Work.
- 3.7 “**Checking Team**” means Hatch Mott Macdonald, MMM Group Limited, Fast + Epp, and SNC-Lavalin Inc.
- 3.8 “**City Design Team**” means any of the City, its agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged in respect of design reviews, design evaluation, or design consultation processes with respect to the System or the City Activities, but excluding Project Co and any Project Co Party.
- 3.9 “**Civic Works**” means the construction, installation, testing and completion, in accordance with the applicable Civic Works Specifications, of each of:
- (a) the Queen Street road, sewer and watermain construction work in respect of Queen Street from Bronson Avenue to Elgin Street as further described in Article 28 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Queen Street Work**”);

- (b) the Albert Street road, sewer and watermain construction work in respect of Albert Street (Brickhill Street to Bayview Road), Scott Street (Bayview Road to Smirle Avenue), Booth Street (Primrose Avenue to north of Albert Street), Empress Avenue (Albert Street to dead-end), Perkins Street (Albert Street to dead-end) and Lorne Avenue (Albert Street to Primrose Avenue) as further described in Article 27 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Albert Street Work**”);
- (c) the West Transitway rock face stabilization and retaining walls renewal work as further described in Article 31 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Rock Stabilization Work**”);
- (d) a multi-use (pedestrian and cyclist) pathway structure from the Ottawa Baseball Stadium parking lot near Coventry Road to the south side of Highway 417 adjacent to Tremblay Road, including works, superstructure, embankments, ramps and multi use pathway connections, and as further described in Article 32 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Coventry Bridge Work**”);
- (e) the design and / or installation, relocation (temporary or permanent), labour and materials associated with the Utilities Work as further described in Article 6, Section 6.5(b) – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**Utilities Work**”); and
- (f) the civic works for the Combined Sewage Storage Tunnel Components in Lebreton Flats as further described in Article 30 – Schedule 15-2, Part 1 of the Output Specifications as may be amended pursuant to Section 20.13(b) (the “**CSST Work**”),

including in each case rectification of any minor deficiencies to such work, and any other activities relating thereto required pursuant to the provisions of this Project Agreement.

- 3.10 “**Commencement of Construction**” means the date on which Project Co commences, in a bona fide manner, Construction on the Alignment following receipt by Project Co of Notice to Commence Construction from the City, which Notice to Commence Construction shall be consistent with the Works Schedule; and “**Commenced Construction**” shall have a corresponding meaning.
- 3.11 “**Commercial Close**” means the date of the Project Agreement.
- 3.12 “**Construction**” means the construction, manufacture and creation of the System (as distinct from a Correction, a Repair, Maintenance or a Renovation) as required by this Agreement, including all labour, materials and the supply and installation of Equipment and Construction Activities; and “**Constructed**” and “**Construct**” shall have a corresponding meaning. For clarity, “**Construction**” includes both the Fixed Component and the Vehicle Component.

- 3.13 **“Construction Activities”** means construction, Reinstatement Work, rectification work, and any other aspect of the Works that:
- (a) comprises the alteration, augmenting, upgrading, construction, completion, testing or commissioning of any part of the System Infrastructure;
 - (b) comprises the assessment of any System Infrastructure; or
 - (c) may affect the structural integrity of any System Infrastructure, and including any such aspect of the Works carried out as part of any Force Majeure event, Relief Event, Variation, or Innovation Proposal accepted by the City.
- 3.14 **“Construction Clearing and Grubbing”** means the stage of Design and Construction Work in which vegetation and debris is cleared from the Lands (clearing) and a root rake or similar device is employed to remove roots remaining in the soil (grubbing).
- 3.15 **“Construction Easements”** means all temporary or permanent easements or licences required to Construct the Fixed Component as shall be proposed by notice in writing by the Construction Contractor to the City and approved by the City.
- 3.16 **“Contribution Agreements”** means the Contribution Agreement dated September 1, 2011 between HMQ, represented by the Ministry of Transportation and the City in respect of the Project and the Contribution Agreement dated December 19, 2012 between the Government of Canada, represented by the Ministry of Transport, Infrastructure and Communities and the City in respect of the Project, each as may be amended, restated or replaced from time to time.
- 3.17 **“Correction”** means correction of any error or Defect in the System that is discovered and undertaken after the Revenue Service Availability Date.
- 3.18 **“Cost of the Highway Financing”** means all costs and expenses incurred in connection with the financing in respect of the Highway Work pursuant to the indicative financing term sheet included in the Response and Lending Agreements, including all interest, fees, expense reimbursements, pre-payment and breakage costs and all other costs and expenses, as set out in the Financial Model.
- 3.19 **“Cost of the Highway Work”** means the cost to Project Co of performing the Highway Work as set out in the Financial Model and shall include all amounts to be included in the Cost of the Highway Work set out in the Contract Documents, including, for greater certainty, the Project Co Design Contingency.
- 3.20 **“Defect”** means any defect, deficiency, error or fault in the Design, Construction or Work, or a failure to comply with the Project Scope and Output Specifications.
- 3.21 **“Design”** means the entire process for the design of the System as required by this Project Agreement.

- 3.22 **“Design and Certification Procedure”** means the procedure for design and certification of the System set forth in the Design and Construction Specifications and Section 20 of the Project Agreement.
- 3.23 **“Design and Construction Performance Requirements”** means the provisions respecting the Fixed Facilities, E&M and Vehicles set out in Schedule 15-2 – Output Specifications – Design and Construction Requirements.
- 3.24 **“Design and Construction Specifications”** means Schedule 15-2 – Output Specifications – Design and Construction Requirements.
- 3.25 **“Design and Construction Works”** means the design, construction, installation, testing, commissioning and completion of the System, including rectification of any Minor Deficiencies, and any other activities required to enable or facilitate the commencement of the Maintenance Services, and all work under the Permits, Licences and Approvals, together with the related construction-period operations and maintenance services described in Sections 1.1(b)(i) and (iii) of Schedule 15-3 – Output Specifications – Maintenance and Rehabilitation Requirements.
- 3.26 **“Design Period”** means the period of time commencing upon the Design and Construction Works Commencement Date to and including the date on which the Design is completed.
- 3.27 **“Design Team”** means SNC-Lavalin Inc. and MMM Group Limited (which have entered into an unincorporated joint venture referred to as RTGE Joint Venture), engaged by the Construction Contractors to design the System and any substitute design team engaged by the Construction Contractor as may be permitted by the Project Agreement.
- 3.28 **“E&M”** means all electrical and mechanical equipment, machinery, computer hardware and systems included in the System together with all Project Intellectual Property as provided for in the Project Scope and Output Specifications.
- 3.29 **“EA Approvals”** means the approvals for the Project issued pursuant to EAA and CEAA, excluding those approvals or reviews relating to designs relating to the Project required to be submitted in accordance with EAA or CEAA, which designs shall be submitted by Project Co.
- 3.30 **“Existing Highway Infrastructure”** means Highway Infrastructure situated in, on, over or under any part of the Highway Site at Commercial Close that in accordance with the Highway Specifications is to form part of the completed Highway, but excluding Infrastructure and other property of Utility Companies.
- 3.31 **“Final Completion”** means the completion of the Design and Construction Works in accordance with the Project Agreement, including rectification of all Minor Deficiencies; for greater certainty, Final Completion shall not occur until Final Completion has occurred in respect of each Component.

- 3.32 **“Final Completion Date”** means the date on which Final Completion is achieved as evidenced by the Final Completion Certificate, as such date shall be stated therein.
- 3.33 **“Final Completion Notice”** has the meaning given in Section 26.8(b) of the Project Agreement.
- 3.34 **“Fixed Facilities”** means those improvements described as such in the Project Scope and Output Specifications (which for clarity, includes the Maintenance Centre and the Tunnel).
- 3.35 **“Highway Minor Deficiencies”** means any defects, deficiencies and items of outstanding Highway Work (including in relation to seasonal work), which would not materially impair City’s use and enjoyment of the Highway Work and includes any damage to the Highway Work of Additional Contractors caused by Project Co.
- 3.36 **“Integration”** means the Design, Construction, testing and commissioning of all elements of the System, in part and as a whole, including the Fixed Facilities, the Vehicles, the MSF, and the E&M, such that all components of the System function together as one coherent system, notwithstanding the creation of the System as separate components, in accordance with the Output Specifications and otherwise as required in accordance with this Project Agreement, and **“Integrated”** shall have a corresponding meaning.
- 3.37 **“Liquidated Damages”** means the damages that will be suffered by the City if the Revenue Service Availability Date does not occur by the Required Revenue Service Availability Date or if Substantial Completion of the Highway Work does not occur by the Highway Scheduled Substantial Completion Date, which damages are as agreed upon by the Parties and described in Section 26.7 and Section 15.1 of Schedule 40 – Highway Work, respectively, and which damages are a genuine pre-estimate of the damages that will be suffered by the City in such event and are not a penalty.
- 3.38 **“Milestone Acceptance”** means with respect to any Milestone, the point at which the Milestone Acceptance Criteria for such Milestone have been attained in accordance with the Project Agreement subject only to Minor Deficiencies, a Milestone Acceptance Certificate has been issued evidencing Milestone Acceptance in respect of that Milestone, and all requirements for Milestone Acceptance for such Milestone described in Schedule 36 – Milestones, other than in respect of Minor Deficiencies, have been satisfied in respect of that Milestone.
- 3.39 **“Minor Deficiencies”** means any defects, deficiencies and items of outstanding work (including in relation to seasonal work) arising from or related to the work required to achieve Final Completion or Milestone Acceptance in the case of any Milestone, and which would not materially impair:
- (a) the public’s or the City’s use and enjoyment of the System;
 - (b) the performance of the Governmental Activities;

- (c) the performance of the Maintenance Services by Project Co; or
- (d) safety or traffic flow on the System in any relevant respect,

but, for the avoidance of doubt, not including the MSF Deferred Completion Elements and the MSF Reconfiguration Elements.

- 3.40 “**NCC FLUA**” means the federal land use, design, and transaction approval of the NCC under section 12 of the *National Capital Act* required in respect of the change of use of, or erection, alteration, extension or demolition of a building or other work on, Crown Lands which are “public lands” within the “National Capital Region” (as such terms are defined in the NCC Act), as indicated in Appendix 2 – Lands – After – Acquired Lands – Crown Lands to this Schedule 1, which approval may include and be subject to conditions.
- 3.41 “**NCC Stations**” means the five (5) LRT stations within the Project, namely, Tunney’s Pasture, Bayview, Lebreton, Hurdman and Train, which stations are subject to the NCC FLUA.
- 3.42 “**New System Infrastructure**” at any time means Infrastructure constructed in, on, over or under any part of the Lands as part of the Design and Construction Works, but excluding Third Party Facilities and Infrastructure and other property of Utility Companies.
- 3.43 “**Other Existing Infrastructure**” means all existing works and infrastructure on, over or under the Lands at Commercial Close.
- 3.44 “**Output Specifications**” means Schedule 15 – Output Specifications, and includes Schedule 15-1 – Technical Definitions and Reference Documents, Schedule 15-2 – Design, Construction Requirements, and Schedule 15-3 – Maintenance and Rehabilitation Requirements and Annex B – List of Highway Drawings and Highway Specifications to Schedule 40 – Highway Work and the Civic Work Specifications.
- 3.45 “**Permits**” means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required from any Relevant Authority, Regulated Utilities, Non Regulated Utilities and all necessary consents and agreements from any third parties or otherwise to Construct the System and the Highway Work, to effect the Revenue Service Availability and Substantial Completion of the Highway Work, and otherwise to carry out the Project in accordance with this Agreement, but excluding Excluded Permits.
- 3.46 “**Pre-Existing Environmental Site Conditions**” means the environmental conditions of the Lands as set out in the Environmental Reports.
- 3.47 “**Project Co Commissioning**” means the commissioning activities to be carried out by Project Co in order to achieve Revenue Service Availability as set forth in Schedule 14 – Commissioning.

- 3.48 **“Railway Approvals”** means all consent, approvals, permissions and agreements, and amendments thereto, required to be obtained pursuant to a Railway Order or Applicable Law, for the carrying out of Works, but does not include any Railway Orders.
- 3.49 **“Response”** or **“Reponses”** means the response to the RFP submitted by Project Co, including without limitation Response Drawings and Response Vehicle Drawings.
- 3.50 **“Response Drawings”** means plans and specifications for the System included within the Response.
- 3.51 **“Response Vehicle Drawings”** means the drawings with respect to the Vehicle Component submitted with the Response.
- 3.52 **“Revenue Service Availability”** means following the following conditions in respect of the System are achieved:
- (a) the Substantial Completion in accordance with Schedule 15-2 – Output Specifications– Design and Construction Requirements, and Schedule 15-3 – Output Specifications –Maintenance and Rehabilitation Requirements;
 - (b) the commissioning and preliminary Operation of the System to ensure Integration and ability for the Operation of the System as contemplated in the Output Specifications;
 - (c) compliance with the test and commissioning requirements as provided for in Part 4 of Schedule 15-2 – Output Specifications– Design and Construction Requirements and Schedule 14 – Commissioning.
 - (d) compliance at that time with the Safety Requirements, as approved by the Safety Auditor;
 - (e) the receipt by the City of the Bill of Sale respecting the Vehicles and the Vehicle and Fixed Equipment Warranties referred to in Section 29.5 of the Project Agreement;
 - (f) staff training of staff provided by the City with respect to the Operation of the System has been completed and the requisite number of staff have been certified as required in accordance with “Training Plan” provided in Article 26 of Part 1 of Schedule 15-2 – Output Specifications– Design and Construction Requirements; and
 - (g) the Substantial Completion of the Civic Works;
- as evidenced by the issuance by the Independent Certifier of a certificate acknowledging Revenue Service Availability (the **“Revenue Service Availability Certificate”**).
- 3.53 **“Revenue Service Availability Date”** means the date on which the Revenue Service Availability is achieved.

- 3.54 **“Revenue Service Availability Payment Date”** means the date that is the later of:
- (a) five Business Days following the Revenue Service Availability has been certified by the Independent Certifier; and
 - (b) five days following the receipt of the invoice in respect of the Revenue Service Availability.
- 3.55 **“Revenue Service Commencement”** means the commencement of Passenger service to the public on the System by the City on the Revenue Service Commencement Date.
- 3.56 **“Revenue Service Commencement Date”** means the 1st day following the Revenue Service Availability Date.
- 3.57 **“Safety Requirements”** means requirements of Applicable Law relating to health and Safety matters respecting the Design, Construction, Maintenance and Operation of the System and the Safety Case and Safety Management System.
- 3.58 **“Site”** means, at any time and from time to time, that portion of the Lands on which Project Co or any Project Co Party is engaged in any construction or demolition activities or is otherwise engaged in completing the Works or on which any of the Works have been commenced but not completed in their entirety or that is otherwise within the active construction footprint of the Works.
- 3.59 **“Stakeholders”** means individuals and organizations with an interest in the Project, including those listed in Section 4.1(c) of Schedule 17 – Environmental Obligations, but excluding any Governmental Authority or the City.
- 3.60 **“Substantial Completion”** means Substantial Completion of the Fixed Component and Substantial Completion of the Vehicle Component.
- 3.61 **“Substantial Completion Date”** means the date on which Substantial Completion is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.
- 3.62 **“Substantial Completion of the Vehicle Component”** means:
- (a) that all of the “Vehicles” required by this Project Agreement have been delivered at the location designated by the City in accordance with this Project Agreement and have been completed to the same extent as the Fixed Component, as referred to in the definition of Substantial Completion of the Fixed Component, but for clarity, there shall be no requirement for the publication of a certificate of substantial performance; and
 - (b) Project Co shall have caused compliance with “SAT 3” level of testing as described in the Integrated Test Plan outlined in Schedule 15 – Output Specifications.

- (c) Project Co shall have demonstrated compliance with the test and commissioning requirements as provided for in Part 4 of Schedule 15 2 – Output Specifications– Design and Construction Requirements and Schedule 14 – Commissioning.
- 3.63 **“Substantial Completion of the Vehicle Component Date”** means the date on which Substantial Completion of the Vehicle Component is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.
- 3.64 **“System”** means the light rail rapid transit system to be Designed, Constructed, supplied, tested, commissioned and Maintained by Project Co in accordance with this Project Agreement, being the Fixed Facilities, the Vehicles and the E&M, but, for greater certainty, including without limitation:
- (a) all Infrastructure;
 - (b) all site services, utilities, roadways and parking areas required to support such Infrastructure;
 - (c) all supporting systems and improvements; and
 - (d) all other works, improvements, and demolitions to occur on the Lands or the Site,
- in each case required to meet the Output Specifications and the requirements under the Permits, Licences and Approvals and whether or not in the course of construction, installation or completion.
- 3.65 **“System Design Functionality”** means the ability of the System to enable the City to carry out the Operation of the System in a manner that meets the City’s Operation Requirements and Specifications as set out in the Output Specifications.
- 3.66 **“Vehicle Milestone”** means any Milestone containing as a component thereof all or any part of a Vehicle Component.
- 3.67 **“Work” or “Works”** means all workmanship, materials and anything and everything required to be done to achieve Final Completion and includes the Design, Construction, testing, commissioning and completion of the System and all components of the System (including any Temporary Works) to be performed by Project Co in accordance with this Project Agreement as may be varied, amended or supplemented from time to time in accordance with this Project Agreement.