

**SCHEDULE 22
PAYMENTS**

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**SCHEDULE 22
PART 1
ELIGIBLE COSTS**

- .1** “**Eligible Costs**” means, subject to Section 1.2 of this Part 1, the direct costs properly and reasonably incurred and paid by the Primary Contractor to carry out the Project, which costs shall be limited to:
- (a) capital costs of acquiring, constructing or renovating a tangible capital asset, as defined and determined according to GAAP;
 - (b) all planning (including plans and specifications) and assessment costs as set out in paragraph A.1.c) of Schedule A to the Federal Contribution Agreement, such as the costs of environmental planning, surveying, engineering, architectural, supervision, testing and management consulting services;
 - (c) costs of active transportation projects, including sidewalks, bicycle lanes, pedestrian/bike/multiuse pathways as part of public transit, local roads or highway projects;
 - (d) costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act* (Canada) and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
 - (e) costs of aboriginal consultation;
 - (f) costs of Project-related signage, lighting, project markings and utility adjustments;
 - (g) costs of developing and implementing innovative techniques for carrying out the Work; and
 - (h) other costs that, in the opinion of the Province, are considered to be direct and necessary for the successful implementation of the Work which have been approved, in the discretion of the Province and in writing, prior to being incurred, provided that any costs referred to in Section 1.2(f) of this Part 1 [Eligible Costs] that are incurred by the Primary Contractor in performing its obligations under this Agreement shall be deemed to be approved by the Province pursuant to this Section 1.1(h).
- .2** Eligible Costs shall not include the following:
- (a) costs incurred prior to the earlier of the Effective Date or the effective date of the Limited Notice to Proceed;
 - (b) costs incurred after the Project Completion Date as defined in the Federal Contribution Agreement;
 - (c) costs of the Primary Contractor in developing the Proposal;
 - (d) costs of purchasing land and associated real estate;
 - (e) fees, financing charges and interest payments on loans;

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- (f) costs of leasing land, buildings, equipment, and other facilities;
- (g) costs of general repairs and maintenance unless they incurred as part of the performance of the Project;
- (h) costs for services or works normally provided by the Province incurred in the course of implementation of the Project except those specified as Eligible Costs;
- (i) costs of any goods or services which are received through donation or in kind;
- (j) GST for which the recipient or a third party is eligible for a tax rebate and all other costs eligible for rebates; and
- (k) legal fees.

**SCHEDULE 22
PART 2
PAYMENT MILESTONES AND ELIGIBLE AMOUNTS**

[Attached]

**SCHEDULE 22
PART 3
MEASUREMENT AND PAYMENT PRINCIPLES**

Introduction

1. To the extent that there is any inconsistency between the provisions of this Part 3 and the provisions of Section 12 [Payments], the provisions of Section 12 shall prevail.
2. This Part 3 sets out the principles that shall be used by the parties and the Independent Engineer to assist in determining the amount that shall be paid by the Province to the Primary Contractor in terms of the Base Progress Payment for each Payment Period. The application of these principles shall be reflected in:
 - (a) the Statement of Progress in respect of a Payment Period to be submitted by the Primary Contractor to the Independent Engineer in accordance with Section 12.2(d); and
 - (b) the completed and executed certificates of the Independent Engineer in respect of a Payment Period substantially in the form of each of Appendix A and Appendix B to the form of Draw Request attached at Part 4, Form 4A [Draw Request] of this Schedule, which certificates are required to accompany the Draw Request in respect of such Payment Period in accordance with Section 12.2(f).
3. The Work has been divided into a number of categories of cost centre (each, a “**Category of Cost Centre**”), identified both in the Form of Statement of Progress and in this Part 3. These Categories of Cost Centre are:
 - A.Design and Management
 - B.Tunnel
 - C.Elevated Guideway
 - D.At Grade Guideway
 - E.Stations
 - F.Systems
 - G.Other Fixed Facilities
4. Each Category of Cost Centre has been divided into a number of cost centres (each, a “**Cost Centre**”) and the majority of Cost Centres have been divided into a number of Payment Milestones, both the Cost Centres and Payment Milestones being identified in the Form of Statement of Progress and described further in this Part 3 (for certainty, where a Cost Centre has not been divided into a number of Payment Milestones in accordance with this Part 3, such Cost Centre shall be treated as a single Payment Milestone for the purposes of this Agreement, including Section 12 [Payments] and Schedule 22 [Payments]). In respect of the Cost Centres and the Payment Milestones:
 - (a) Scope: this Part 3 sets out a summary description of the work included in each Cost Centre and Payment Milestone. It is not intended that such description be a

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comprehensive and exhaustive statement of the Work to be carried out and, in the event that the parties and the Independent Engineer are not in agreement on which Cost Centre or Payment Milestone includes any element of Work not referred to expressly in any such description in this Part 3, the determination of the Independent Engineer shall be final. For certainty, any element of Work not referred to expressly in any such description in this Part 3 shall be included in one of the identified Payment Milestones and the Primary Contractor shall have no entitlement to any payment for the carrying out of such element of Work in addition to payment in accordance with Section 12 [Payments] and this Part 3 in respect of the Payment Milestone that the parties and the Independent Engineer agree, or the Independent Engineer determines, includes such element of Work;

- (b) Eligible Amount: the Eligible Amount in respect of a Cost Centre and, where capable of agreement prior to the Effective Date, each Payment Milestone is set out in the Form of Statement of Progress. Where appropriate, this Part 3 explains how:
 - (i) the Eligible Amount in respect of a Cost Centre or Payment Milestone set out in the Form of Statement of Progress has been calculated;
 - (ii) the Eligible Amount (or percentage of the Eligible Amount) in respect of a Cost Centre shall be apportioned between Payment Milestones or elements of the Work included in such Cost Centre. Such apportionment has been agreed between the parties as at the Effective Date, the results of such apportionment are referred to in this Part 3 as the “Agreed Portion” and it is agreed that the “Agreed Portion” in respect of any Payment Milestones or elements of the Work included in the relevant Cost Centre are as set out in Part 2 of this Schedule.
- (c) Measurement of completion: this Part 3 sets out an explanation of how the progress of work included in each Cost Centre and Payment Milestone shall be measured by the Independent Engineer for the purposes of determining the amount of Work that has been completed during a Payment Period; and
- (d) Payment: subject in all cases to the provisions of Section 12 [Payments] (including those relating to the calculation of the Base Progress Payments), this Part 3 explains the relationship between (i) the progress of Work in relation to a Cost Centre, a Payment Milestone or an element of Work included in a Cost Centre or a Payment Milestone during a Payment Period, as measured by the Independent Engineer in accordance with the principles set out in this Part 3, and (ii) the Eligible Amount in respect of a Cost Centre or the portion thereof apportioned to the relevant Payment Milestone or element of Work attributable to such progress during that Payment Period.

A. DESIGN AND MANAGEMENT

1. Start Up

- (a) Scope: the work to be carried out and payments to be made by the Primary Contractor necessary to commence the performance of the Work.
- (b) Eligible Amount: the Eligible Amount shall be a maximum of ██████████ of the Contract Price.
- (c) Measurement of completion: deemed to be completed during the first Payment Period.

- (d) Payment: the total Eligible Amount in respect of this Cost Centre in respect of the first Payment Period.

2. Project Management

- (a) Scope: the Primary Contractor's management, supervision and administration together with all necessary temporary facilities required to complete the Work.
- (b) Eligible Amount: the Eligible Amount shall be apportioned equally between each of the Payment Periods referred to in paragraph A.2(c) provided that if, at any time, the Construction Schedule is amended in accordance with Schedule 3 [Project Schedule] to show a later Substantial Completion Date than the then current Substantial Completion Date shown in the Construction Schedule, the portion of the Eligible Amount that has, at that time, not been paid to the Primary Contractor or included in a Draw Request shall be apportioned equally between each of the Payment Periods starting from the next Payment Period in respect of which a Draw Request is submitted to the Province until and including the last Payment Period that will occur assuming that the Substantial Completion Date occurs on the date shown in the amended Construction Schedule.
- (c) Measurement of completion: subject to the proviso to paragraph A.2(b), an equal percentage deemed to be completed during each of the first 38 Payment Periods, commencing with the first Payment Period.
- (d) Payment: subject to the proviso to paragraph A.2(b), equal portions of the total Eligible Amount in respect of this Cost Centre in respect of each Payment Period referred to in paragraph A.2(c).

3. Detailed Design

- (a) Scope: work falling within the definition of Design in Section 1.1 [Definitions and Interpretation] of Schedule 1. The detailed Design for each of the Categories of Cost Centre or Cost Centres identified in paragraphs A.3(i) to (x) shall constitute a separate Payment Milestone.
 - (i) Bored Tunnel (including Cross Passages);
 - (ii) Transition Tunnels;
 - (iii) Elevated Guideway;
 - (iv) At Grade Guideway;
 - (v) the Systems in respect of power distribution and back-up power;
 - (vi) the Systems in respect of SCADA, communications, cabling and Station equipment;
 - (vii) the Systems in respect of Guideway equipment, including trackwork, LIM rail and walkways;
 - (viii) Other Fixed Facilities: Vehicle Storage Facility;

- (ix) Other Fixed Facilities: PPS buildings;
- (x) Stations (for certainty, the detailed Design for all Stations shall constitute a single Payment Milestone and there shall not be a separate Payment Milestone for the detailed Design of each Station).
- (b) Eligible Amount: the Eligible Amount in respect of this Cost Centre shall be apportioned between the Payment Milestones identified in paragraphs A.3(a)(i) to (x) in the Agreed Portions.
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs A.3(a)(i) to (x), based on an assessment by the Independent Engineer (by percentage) of the amount of detailed Design work completed during the Payment Period, compared to the total amount of detailed Design work required to complete each such Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs A.3(a)(i) to (x), the portion of the Agreed Portion of the Eligible Amount in respect of this Cost Centre apportioned to the relevant Payment Milestone equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph A.3(c).

B. TUNNEL

1. Supply of Boring Equipment

- (a) Scope: the supply, delivery and setting up to commence boring, testing, and commissioning of all equipment necessary to bore and construct the Bored Tunnel, with the equipment ready to commence boring. Such equipment (for the purposes of this Part 3, the “Boring Equipment”) shall include but not be limited to Tunnel Boring Machine(s), trailing gear and transportation equipment within the Bored Tunnel for the purposes of removing spoil and carrying materials to the tunnel face.
- (b) Eligible Amount: as set out in the Form of Statement of Progress.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete this Payment Milestone, such assessment to be based upon evidence of progress from the equipment manufacturer, together with evidence of any other associated work such as transportation and temporary works on Site.
- (d) Payment: the portion of the Eligible Amount equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.1(c).

2. Bored Tunnel 1

- (a) Scope: construction of the Bored Tunnel, including preparing the tunnel site for boring (including the construction of a start shaft structure, if independent from the Transition Tunnel immediately adjacent to the Bored Tunnel), setting up the Boring Equipment as necessary to commence the Bored Tunnel, boring the tunnel from beginning to end

together with any interventions, withdrawing the Boring Equipment from the Bored Tunnel on completion and removing the Boring Equipment from site, and any environmental protection and mitigation measures associated with this work. Each of the elements of work identified in paragraphs A.2(b)(i) and (ii) shall constitute a separate Payment Milestone.

- (b) Eligible Amount:
 - (i) Site Preparation (i.e. preparation of tunnel site and setting up equipment): [REDACTED] of the sum of the Eligible Amounts in respect of the Cost Centres described in paragraphs B.2 and B.3;
 - (ii) Bored Tunnel Construction (including equipment demobilization, if applicable): [REDACTED] of the sum of the Eligible Amounts in respect of the Cost Centres described in paragraphs B.2 and B.3.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Site Preparation: the amount of work completed during the Payment Period, compared to the total amount of work required to complete this Payment Milestone;
 - (ii) Bored Tunnel Construction (including equipment demobilization, if applicable): the number of lining rings completed in place within the Bored Tunnel during the Payment Period, compared to the total number of lining rings required to complete this Payment Milestone.
- (d) Payment:
 - (i) Site Preparation: the portion of [REDACTED] of the sum of the Eligible Amounts in respect of the Cost Centres described in paragraphs B.2 and B.3 equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.2(c)(i);
 - (ii) Bored Tunnel Construction: the portion of [REDACTED] of the sum of the Eligible Amounts in respect of the Cost Centres described in paragraph B.2 and B.3 equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.2(c)(ii).

3. Bored Tunnel 2

- (a) Scope: withdrawing the Boring Equipment on completion, removing the Boring Equipment from site, and any environmental protection and mitigation measures associated with this work.
- (b) Eligible Amount:
 - (i) Bored Tunnel Construction: for a single Bored Tunnel, not applicable;
 - (ii) Equipment Demobilization (i.e. withdrawing and removal of the Boring Equipment from site on completion of the second Bored Tunnel): [REDACTED] of the sum

of the Eligible Amounts in respect of the Cost Centres described in paragraphs B.2 and B.3 (for certainty, for a single Bored Tunnel, the Eligible Amount shall only relate to the demobilization of the Boring Equipment, including withdrawing and removal of the Boring Equipment from site on completion of the Bored Tunnel).

- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Bored Tunnel Construction: for a single Bored Tunnel, not applicable;
 - (ii) Equipment Demobilization: the complete demobilization of the Boring Equipment from site, including the complete removal of the Boring Equipment from site and the removal or reinstatement and making good of any temporary work necessary to remove the Boring Equipment (for certainty, for a single Bored Tunnel, measurement of Cross Passage Construction not applicable).
- (d) Payment:
 - (i) Bored Tunnel Construction: for a single Bored Tunnel, not applicable;
 - (ii) Equipment Demobilization: a single payment of ■ of the sum of the Eligible Amounts in respect of the Cost Centres described in paragraphs B.2 and B.3 in respect of the Payment Period in which this Payment Milestone is completed, measured in accordance with paragraph B.3(c)(ii).

4. North Transition Tunnel

- (a) Scope: construction of the Transition Tunnel and transition structure to grade level north of the Bored Tunnel (excluding the start shaft structure if included within the Cost Centre described in, and in accordance with, paragraph B.2), including all utility relocations, temporary or permanent third party access requirements, temporary road diversions as required to and around Barnet Highway together with any adjacent roads, new roadworks on completion, temporary crossings over the Barnet Highway, temporary noise walls, and any environmental protection and mitigation measures associated with this work. Each of the elements of work identified in paragraphs B.4(b)(i) to (iii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Excavation (including back-fill and other work not falling within paragraphs B.4(b)(ii) and (iii)): the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (ii) Structure: the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (iii) Roads and Site Restoration: the Agreed Portion of the Eligible Amount in respect of this Cost Centre.

- (c) Measurement of completion:
 - (i) in respect of each of the Payment Milestones identified in paragraphs B.4(b)(i) and (ii), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone;
 - (ii) Roads and Site Restoration: the amount of work completed during the Payment Period in respect of permanent roadworks resulting in the relevant roads being ready for traffic use without restriction and any other site restoration as required, compared to the total amount of work required to complete all permanent roads such that they are ready for traffic use without restriction and any other site restoration as required;

(for certainty, no separate measurement shall be made for utility relocations, temporary works, diversions or environmental protection and mitigation works).
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs B.4(b)(i) to (iii), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.4(c).

5. South Transition Tunnel

- (a) Scope: construction of the Transition Tunnel and transition structure to grade level south of the Bored Tunnel, including all utility relocations, temporary or permanent third party access requirements, temporary road diversions as required, new roadworks on completion, temporary and permanent noise walls, and any environmental protection and mitigation measures associated with this work. Each of the elements of work identified in paragraphs B.5(b)(i) to (iii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Excavation (including back-fill and other work not falling within paragraphs B.5(b)(ii) and (iii)): the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (ii) Structure: the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (iii) Roads and Site Restoration: the Agreed Portion of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion:
 - (i) in respect of each of the Payment Milestones identified in paragraphs B.5(b)(i) and (ii), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone;
 - (ii) Roads and Site Restoration: the amount of work completed during the Payment Period in respect of permanent roadworks resulting in the relevant roads being

ready for traffic use without restriction and any other site restoration as required, compared to the total amount of work required to complete all permanent roads such that they are ready for traffic use without restriction and any other site restoration as required;

(for certainty, no separate measurement shall be made for utility relocations, temporary works, diversions, or environmental protection and mitigation works).

(d) Payment: in respect of each of the Payment Milestones identified in paragraphs B.5(b)(i) to (iii), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.5(c).

6. Tunnel Systems

- (a) Scope: includes the installation of tunnel invert, tunnel dividing wall, emergency access doors for the Cross Passages, drainage, fire life safety equipment, walkways and the electrical installation, including lighting (for certainty, this Cost Centre shall not include communications cables, power cables, cable tray or other associated work). Each of the elements of work identified in paragraphs B.6(b)(i) to (iv) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
- (i) Tunnel Invert (including tunnel dividing wall): the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (ii) Fire Life Safety Equipment (including emergency access doors for the Cross Passages): the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (iii) Walkways: the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (iv) Electrical: the Agreed Portion of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs B.6(b)(i) to (iv), based on an assessment by the Independent Engineer (by percentage) of the tunnel length completed during the Payment Period, compared to the total tunnel length required to complete the relevant Payment Milestone (for certainty, no separate measurement shall be made for drainage).
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs B.6(b)(i) to (iv), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph B.6(c).

7. Tunnel Ventilation

- (a) Scope: installation of the tunnel ventilation system, including the fans, controls, mechanical equipment, associated power and cabling requirements and any construction specific to the installation of the tunnel ventilation system and all post installation check out (PICO) testing (for certainty, all other testing and commissioning shall be measured and paid for as part of the Cost Centre described in paragraph F.4). The installation of each fan shall constitute a separate Payment Milestone.
- (b) Eligible Amount: the Eligible Amount in respect of this Cost Centre shall be apportioned equally between the total number of fans to be installed.
- (c) Measurement of completion: based on an assessment by the Independent Engineer of:
 - (i) the number of complete fans installed;
 - (ii) in respect of any fan not completely installed, (by percentage) the amount of work completed towards installation of such fan, compared to the total amount of work required to install such fan.
- (d) Payment:
 - (i) in respect of each fan completely installed during the Payment Period, the portion of the Eligible Amount in respect of this Cost Centre apportioned to an installed fan less any amount paid in respect of the partial installation of such fan in any prior Payment Period(s);
 - (ii) in respect of each fan partially installed during the Payment Period, the portion of the portion of the Eligible Amount in respect of this Cost Centre apportioned to an installed fan equal to the percentage of work towards the complete installation of such fan completed during the Payment Period, measured in accordance with paragraph B.7(c).

C. ELEVATED GUIDEWAY

General note: All elevated Guideway, together with its foundations, columns, and beams, passing through Stations shall be measured and paid for as part of the Cost Centres described in paragraphs C.1 to C.4 and shall not be included as part of the Cost Centres described in paragraph E. (except for the Guideway passing through Ioco Station Crossing, which shall be measured and paid for as part of the relevant Cost Centre described in paragraph E.2).

1. Guideway Beams

- (a) Scope: construction of the elevated beam structures, including the manufacture of all types of prefabricated beam structures, whether of pre-cast concrete or structural steel, and the construction of any cast in place concrete structures constructed on Site. A Guideway beam includes the beam, parapet walls, all inserts, and any plinths. Each of the elements of work identified in paragraphs C.1(b)(i) and (ii) shall constitute a separate Payment Milestone.

- (b) Eligible Amount:
 - (i) each type of Guideway Beam Ready for Transport and Installation: the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (ii) Cast in Place Beam Structures: the Agreed Portion of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Guideway Beams Ready for Transport and Installation: the length of beam completed and ready for transportation in the pre-fabrication facility at the end of the Payment Period, compared to the total length of the relevant beam;
 - (ii) Cast in Place Beam Structures: the length of beam cast in its final location with all formwork stripped at the end of the Payment Period, compared to the total length of the relevant beam.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs C.1(b)(i) and (ii), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph C.1(c).

2. Guideway Foundations

- (a) Scope: construction of the Guideway foundations, including a number of foundation types to the elevated Guideway, including column footings, piles and caissons together with all utility relocations, any crash barriers, roads, site restoration and temporary or permanent third party access requirements adjacent to, or within the vicinity of, the elevated Guideway and including creating temporary access as required to each foundation location and any additional structural or ground treatment work adjacent to each foundation. Each of the elements of work identified in paragraphs C.2(b)(i) and (ii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Guideway Foundations: [REDACTED] of the Eligible Amount in respect of this Cost Centre shall be apportioned equally between the total number of foundations to be completed;
 - (ii) Roads and Site Restoration: [REDACTED] of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Guideway Foundations: the number of foundations completed during the Payment Period, compared to the total number of foundations required to be completed (for certainty, no measurement for payment shall be made for partially completed foundations);

- (ii) Roads and Site Restoration: the amount of work completed during the Payment Period in respect of permanent roadworks resulting in the relevant roads being ready for traffic use without restriction and any other site restoration as required, compared to the total amount of work required to complete all permanent roads such that they are ready for traffic use without restriction and any other site restoration as required.
- (d) Payment:
 - (i) Guideway Foundations: the portion of the portion of [REDACTED] of the Eligible Amount apportioned to a completed foundation equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph C.2(c)(i);
 - (ii) Roads and Site Restoration: the portion of [REDACTED] of the Eligible Amount in respect of this Cost Centre equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph C.2(c)(ii).

3. Guideway Columns

- (a) Scope: erection of the cast in place concrete or prefabricated columns and bent structures that support the elevated Guideway beams, including drainage, bearings, cross-heads, beams in the case of bent structures and corbels to form off-sets. The erection of each column or bent structure shall constitute a separate Payment Milestone.
- (b) Eligible Amount: the Eligible Amount in respect of this Cost Centre shall be apportioned equally between the total number of columns and bent structures to be erected.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of the number of columns and bent structures erected at the end of the Payment Period (for certainty, no measurement for payment shall be carried out in respect of partially completed columns or bent structures).
- (d) Payment: in respect of each column or bent structure completed during the Payment Period, measured in accordance with paragraph C.3(c), the portion of the Eligible Amount in respect of this Cost Centre apportioned to a completed column or bent structure.

4. Erect Guideway Beams

- (a) Scope: includes transportation of the prefabricated beams or segments to the Site and the erection of the elevated Guideway beam structure into its final location on Site (for certainty, this Cost Centre shall not include cast in place concrete Guideway beams which shall be measured and paid for as part of the Cost Centre described in paragraph C.1). The erection of each Guideway beam shall constitute a separate Payment Milestone.
- (b) Eligible Amount: the Eligible Amount in respect of this Cost Centre shall be apportioned equally between the total number of Guideway beams.
- (c) Measurement of completion: based on an assessment by the Independent Engineer of the number of Guideway beams spanning between columns complete and in place ready for track installation (free of any temporary support or erection equipment) at the end of the

Payment Period (for certainty, no measurement for payment shall be carried out in respect of partially erected Guideway beam spans).

- (d) Payment: in respect of each Guideway beam completed during the Payment Period, measured in accordance with paragraph C.4(c), the portion of the Eligible Amount in respect of this Cost Centre apportioned to a completed Guideway beam.

D. AT GRADE GUIDEWAY

General note: All at grade Guideway, together with its foundations, passing through Stations shall be measured and paid for as part of this Cost Centre and not as part of the Cost Centres described in paragraph E. (except for the Guideway passing through Ioco Station Crossing, which shall be measured and paid for as part of the relevant Cost Centre described in paragraph E.2).

1. Guideway Foundations

- (a) Scope: construction of the at grade Guideway foundations, including site preparation, footings, piles, inserts, grounding, ground improvements, retaining walls, together with any utility relocations and temporary roadworks, and temporary or permanent third party access requirements adjacent to, or within the vicinity of, the at grade Guideway, and including creating temporary access as required to each foundation location and any additional structural or ground treatment work adjacent to each foundation. Each of the elements of work identified in paragraphs D.1(b)(i) and (ii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Guideway Foundations: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (ii) Roads and Site Restoration: [REDACTED] of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Guideway Foundations: the length of foundations completed during the Payment Period, compared to the total length of foundations required to complete this Payment Milestone;
 - (ii) Roads and Site Restoration: the amount of work completed during the Payment Period in respect of permanent roadworks resulting in the relevant roads being ready for traffic use without restriction and any other site restoration as required, compared to the total amount of work required to complete all permanent roads such that they are ready for traffic use without restriction and any other site restoration as required.
- (d) Payment:
 - (i) Guideway Foundations Completed: the portion of [REDACTED] of the Eligible Amount in respect of this Cost Centre equal to the percentage of this Payment Milestone

completed during the Payment Period, measured in accordance with paragraph D.1(c)(i);

- (ii) Completion of Roads and Site Restoration: the portion of [REDACTED] of the Eligible Amount in respect of this Cost Centre equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph D.1(c)(ii).

2. Guideway Structure

- (a) Scope: construction of the at grade Guideway structure at approximate grade level providing a Guideway to support the running and LIM rails and the associated systems, including back-fill, trenches, drainage, any utility relocations and utility service connections, temporary roadworks in addition to those included within the Cost Centre described in paragraph D.1 and temporary or permanent third party access requirements adjacent to, or within the vicinity of, the at grade Guideway.
- (b) Eligible Amount: as stated in the Form of Statement of Progress.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of the length of at grade Guideway structure completed during the Payment Period, compared to the total length of at grade Guideway structure required to be completed.
- (d) Payment: the portion of the Eligible Amount equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph D.2(c).

3. Guideway Protection

- (a) Scope: supply and installation of security and Guideway intrusion protection for the at grade Guideway and the elevated Guideway (including protection of CPR crash walls), including fencing, decorative fencing, overhead cover fencing at public overpass crossings, and protection from motor vehicles entering or impacting the at grade Guideway, including concrete roadside barriers and the noise barriers adjacent to Golden Spike Lane.
- (b) Eligible Amount: as stated in the Form of Statement of Progress.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of the length of at grade Guideway security and protection measures completed during the Payment Period, compared to the total length of such measures required to be completed.
- (d) Payment: the portion of the Eligible Amount equal to the percentage of this Payment Milestone completed during the Payment Period, measured in accordance with paragraph D.3(c).

E. STATIONS

General notes:

- (1) There shall be a separate Cost Centre for each Station and each Station shall have its measurement of completion of and payment for Payment Milestones treated on an identical basis.
- (2) There shall be a separate Cost Centre for the Ioco Station Crossing, as described further in paragraph E.2.
- (3) Work to Port Moody WCE Station and to Port Moody Central Station shall be included within a single Cost Centre.

1. Stations

- (a) Scope: foundations, a passenger concourse, ancillary rooms for Station and systems mechanical and electrical equipment, staff rooms, washrooms, staircases, escalators, elevators, platforms, canopies, external glazed walls, finishes, fittings, mechanical systems, electrical systems, utility relocations and service connections, grading to receive external paving and Station spare parts (for certainty:
 - (i) the Guideway passing through the Station, any Guideway bents or columns that support either the Guideway only or the Guideway and the Station shall not be measured and paid for as part of the Cost Centres described in this paragraph E. (except for the Guideway passing through Ioco Station Crossing), but shall be measured and paid for as part of the Cost Centres described in paragraphs C.1 to C.4 and D.;
 - (ii) all safety and communication systems, including CCTV, public address, dynamic signage, UPS and other associated systems, shall not be measured and paid for as part of the Cost Centres described in this paragraph E., but shall be measured and paid for as part of the Cost Centre described in paragraph F.3);
 - (iii) post installation check out (PICO) testing of the ventilation system at Ioco Station shall be measured and paid for as part of the relevant Cost Centre described in this paragraph E., but all other testing and commissioning of the ventilation system at Ioco Station shall be measured and paid for as part of the Cost Centre described in paragraph F.4).

Each of the elements of work identified in paragraphs E.1(b)(i) to (ix) shall constitute a separate Payment Milestone within the Cost Centre for each Station.

- (b) Eligible Amount: the Eligible Amount in respect of each Station shall be apportioned between each of the following Payment Milestones in the Agreed Portions:
 - (i) Ancillary Areas, complete with foundations, ready for Systems installation;
 - (ii) Entry Concourse Structure, complete with foundations;
 - (iii) Platform Structures, including, in the case of Lougheed Station, modifications to existing platform structure;
 - (iv) Canopy Structure;
 - (v) External Cladding and Entry Grille;

- (vi) Staircases and Elevator Shafts;
 - (vii) Escalators and Elevators;
 - (viii) Finishes and Fittings;
 - (ix) Mechanical and Electrical Installation (including, for certainty, the ventilation system at Ioco Station).
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs E.(b)(i) to (ix), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs E.(b)(i) to (ix), the portion of the relevant Agreed Portion of the Eligible Amount in respect of the relevant Station apportioned to the relevant Payment Milestone equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph E.(c).

2. Ioco Station Crossing

- (a) Scope: construction of the underpass below the Barnet Highway at Ioco, including all utility relocations, temporary or permanent access third party requirements, temporary road diversions as required, new roadworks on completion, and any environmental protection and mitigation measures associated with this work (for certainty, this Cost Centre shall not include any work associated with Ioco Station such as station structures, platforms, finishes or services). Each of the elements of work identified in paragraphs E. 2(b)(i) to (iii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
- (i) Excavation (including back-fill and other work not falling within paragraphs E. 2(b)(ii) and (iii)): the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (ii) Structure: the Agreed Portion of the Eligible Amount in respect of this Cost Centre;
 - (iii) Roads and Site Restoration: the Agreed Portion of the Eligible Amount.
- (c) Measurement of completion:
- (i) in respect of each of the Payment Milestones identified in paragraphs E.2(b)(i) and (ii), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone;
 - (ii) Roads and Site Restoration: the amount of work completed during the Payment Period in respect of permanent roadworks resulting in the relevant roads being ready for traffic use without restriction and any other site restoration as required, compared to the total amount of work required to complete all permanent roads

such that they are ready for traffic use without restriction and any other site restoration as required;

(for certainty, no separate measurement shall be made for utility relocations, temporary diversions and roadworks or environmental protection and mitigation works).

- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs E.2(b)(i) to (iii), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph E.2(c).

F. SYSTEMS

1. Automatic Train Control

- (a) Scope: design, supply, delivery, installation and testing and commissioning, including connection to and integration into the Existing SkyTrain System, of the Evergreen ATC System. Each of the elements of work identified in paragraphs F.1(b)(i) to (vi) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
- (i) Project Plan and Concept Design Submission: ■■■ of the Eligible Amount;
 - (ii) Preliminary Design Submission: ■■■ of the Eligible Amount in respect of this Cost Centre;
 - (iii) Final Design Submission: ■■■ of the Eligible Amount in respect of this Cost Centre;
 - (iv) Hardware Supply and Delivery to an approved area on the Site: ■■■ of the Eligible Amount in respect of this Cost Centre;
 - (v) Verification Testing Procedures: ■■■ of the Eligible Amount in respect of this Cost Centre;
 - (vi) Verification Testing Results: ■■■ of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs F.1(b)(i) to (vi), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs F.1(b)(i) to (vi), the portion of the relevant percentage of the Eligible Amount in respect of this Cost Centre set out in paragraphs F.1(b)(i) to (vi) equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph F.1(c).

2. Power Distribution and Back-up Power

- (a) Scope: supply, delivery, installation and all post installation check out (PICO) testing of PPS equipment in each PPS (for certainty, all other testing and commissioning of the power distribution and back-up power systems shall be measured and paid for as part of the Cost Centre described in paragraph F.4), including all necessary connections to B.C. Hydro, supply and installation of the third and fourth power rail, all associated cabling and switchgear to the main line Guideway, and all post installation check out (PICO) testing to the main line Guideway (for certainty, the power supply and distribution system for the Vehicle Storage Facility shall not be measured and paid for as part of this Cost Centre, but shall be measured and paid for as part of the Cost Centre described in paragraph G.1). Each of the elements of work identified in paragraphs F.2(b)(i) to (iii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
- (i) PPS Equipment: [REDACTED] of the Eligible Amount in respect of this Cost Centre to be apportioned equally between all PPSs;
 - (ii) Supply of Power Rail: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (iii) Installation of Power Rail, Cabling and Switchgear (to the main line Guideway): [REDACTED] of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
- (i) PPS Equipment: the amount of Equipment delivered and installed (and in respect of which all PICO testing has been completed and accepted) during the Payment Period, compared to the total amount of Equipment required to be delivered to and installed at each PPS to complete this Payment Milestone;
 - (ii) Supply of Power Rail: the length of power rail delivered to an approved location on the Site during the Payment Period, compared to the total length of power rail required to be delivered to the Site to complete this Payment Milestone;
 - (iii) Installation of Power Rail, Cabling and Switchgear: the length of power rail installed and complete with all necessary cabling and switchgear ready to receive power (and in respect of which all PICO testing has been completed and accepted) during the Payment Period, compared to the total length of power rail required to be installed and completed to complete this Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs F.2(b)(i) to (iii), the portion of the relevant percentage of the Eligible Amount in respect of this Cost Centre set out in paragraphs F.2(b)(i) to (iii) equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph F.2(c).

3. SCADA, Communications, Cabling and Station Equipment

- (a) Scope: supply, delivery, installation and all post installation check out (PICO) testing of the SCADA systems, communications systems, ATC loop cables, fibre optic and Systems cabling and Station equipment, connecting and integration with the existing system (for certainty, all testing and commissioning (other than PICO testing) shall be measured and paid for as part of the Cost Centre described in paragraph F.4). Each of the elements of work described in paragraphs F.3(b)(i) and (ii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Installation of ATC Loops, Fibre Optic and Systems Cabling: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (ii) Installation of Systems within this Cost Centre at each Station: [REDACTED] of the Eligible Amount in respect of this Cost Centre shall be apportioned equally between all Stations.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
 - (i) Installation of ATC Loops, Fibre Optic and Systems Cabling: completed installation in terms of length of track (and in respect of which all PICO testing has been completed and accepted) during the Payment Period, compared to the total length of track required to be completed to complete this Payment Milestone;
 - (ii) Installation of Systems within this Cost Centre at each Station: completed installation at a Station (and in respect of which all PICO testing has been completed and accepted) during the Payment Period, compared to the total amount of installation required at the relevant Station to complete this Payment Milestone in respect of the relevant Station.
- (d) Payment:
 - (i) Installation of ATC Loops, Fibre Optic and Systems Cabling: the portion of [REDACTED] of the Eligible Amount in respect of this Cost Centre equal to the percentage of the Payment Milestone completed during the Payment Period, measured in accordance with paragraph F.3(c)(i).
 - (ii) Installation of Systems within this Cost Centre at each Station: in respect of each Station, the portion of the equal portion of [REDACTED] of the Eligible Amount in respect of this Cost Centre apportioned to such Station equal to the percentage of this Payment Milestone completed in respect of the relevant Station during the Payment Period, measured in accordance with paragraph F.3(c)(ii).

4. Testing and Commissioning

- (a) Scope: the overall testing and commissioning of the Evergreen Line after all work is installed and the PICO testing is complete, including site acceptance testing, system integration testing, and including the provision of all labour, co-ordination and integration

with TransLink, and provision of power as necessary to carry out the work, and delivery of all test records. Each of the elements of work described in paragraphs F.4(b)(i) to (vi) shall constitute a separate Payment Milestone.

- (b) Eligible Amount: a minimum of [REDACTED] of the aggregate Eligible Amounts in respect of the Cost Centres described in paragraphs F.2 and F.3, which shall be apportioned as follows:
 - (i) Validation, Inspection and Test Plan: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (ii) Verification Test Procedures: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (iii) Site Acceptance Testing: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (iv) Systems Integration: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (v) Test Records: [REDACTED] of the Eligible Amount in respect of this Cost Centre;
 - (vi) Systems Requirements Verification Report and completion of the Primary Contractor's requirements to support application for Operating Permit: [REDACTED] of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs F.4(b)(i) to (vi), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs F.4(b)(i) to (vi), the portion of the relevant percentage of the Eligible Amount in respect of this Cost Centre as specified in paragraphs F.4(b)(i) to (vi) equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph F.4(c).

5. Guideway Equipment

- (a) Scope: supply, delivery and installation of the running rail, special trackwork, rail fasteners, and second pour concrete to allow Vehicles to run on the Guideway; supply, delivery and installation of the LIM rail, being the fabricated rail and its associated fasteners located between the running rails that provide traction to the Vehicle LIM motor; construction of the emergency walkways to the elevated and at grade Guideway, including handrails as required (for certainty, Tunnel walkways shall be not be measured and paid for as part of this Cost Centre, but shall be measured and paid for as part of the Cost Centre described in paragraph B.6). Each of the elements of work identified in paragraphs F.5(b)(i) to (iv) shall constitute a separate Payment Milestone.
- (b) Eligible Amount:
 - (i) Trackwork Delivered (other than LIM rail): [REDACTED] of the Eligible Amount in respect of this Cost Centre;

- (ii) Trackwork Installed (other than LIM rail): ■ of the Eligible Amount in respect of this Cost Centre;
 - (iii) LIM rail (supply, delivery and installation): ■ of the Eligible Amount in respect of this Cost Centre;
 - (iv) Walkways: ■ of the Eligible Amount in respect of this Cost Centre.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of:
- (i) Trackwork Delivered (other than LIM rail): the amount of trackwork delivered to an approved location on the Site during the Payment Period, compared to the total amount of trackwork required to be delivered to complete this Payment Milestone;
 - (ii) Trackwork Installed (other than LIM rail): the amount of trackwork installed and completed to the main line Guideway during the Payment Period, compared to the total amount of trackwork required to be installed and completed to the main line Guideway to complete this Payment Milestone;
 - (iii) LIM rail: the length of LIM rail installed during the Payment Period, compared to the total length of LIM rail required to be installed to complete this Payment Milestone;
 - (iv) Walkways: the length of walkways (including the handrails, if required) completed during the Payment Period, compared to the total length of walkway required to complete this Payment Milestone.
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs F.5(b)(i) to (iv), the portion of the relevant percentage of the Eligible Amount in respect of this Cost Centre set out in paragraphs F.5(b)(i) to (iv) equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraphs F.5(c)(i) to (iv) as applicable.

G. OTHER FIXED FACILITIES

1. Vehicle Storage Facility

- (a) Scope: construction of the Vehicle Storage Facility adjacent to the main line that provides Vehicle storage, comprising of installation of trackwork together with the associated special track, LIM rail, power rail, automatic train control, Vehicle cleaning and inspection facility, a rail grinder blowdown area, a staff facility, complete with site clearance, road removals and modifications, site drainage, paved lanes and parking areas, fencing, lighting, overhead walkways, and all other work necessary to complete the facility. Each of the elements of work identified in paragraphs G.1(b)(i) to (viii) shall constitute a separate Payment Milestone.
- (b) Eligible Amount: between the Eligible Amount in respect of this Cost Centre shall be apportioned between each of the following Payment Milestones in the Agreed Portions:
 - (i) Trackwork Complete with Special Trackwork;

- (ii) LIM Rail;
 - (iii) Power Rail;
 - (iv) Vehicle Cleaning and Inspection Facility;
 - (v) Rail Grinder Blowdown Area;
 - (vi) Staff Facility;
 - (vii) Site Clearance, Lighting, Roads, Paved Lanes and Parking Areas and Fencing;
 - (viii) Overhead Walkways.
- (c) Measurement of completion: in respect of each of the Payment Milestones identified in paragraphs G.1(b)(i) to (viii), based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period, compared to the total amount of work required to complete the relevant Payment Milestone, provided that:
- (i) in the case of the Payment Milestone identified in paragraph G.1(b)(i), such assessment shall utilize the principles for measurement of completion set out in paragraphs F.5(c)(i) and (ii);
 - (ii) in the case of the Payment Milestone identified in paragraph G.1(b)(ii), such assessment shall utilize the principle for measurement of completion set out in paragraph F.5(c)(iii); and
 - (iii) in the case of the Payment Milestone identified in paragraph G.1(b)(iii), such assessment shall utilize the principles for measurement of completion set out in paragraphs F.2(c)(ii) and F.2(c)(iii).
- (d) Payment: in respect of each of the Payment Milestones identified in paragraphs G.1(b)(i) to (viii), the portion of the relevant Agreed Portion of the Eligible Amount in respect of this Cost Centre apportioned to the relevant Payment Milestone equal to the percentage of the relevant Payment Milestone completed during the Payment Period, measured in accordance with paragraph G.1(c).

2. PPS Buildings

- (a) Scope: construction of the enclosures that will contain the PPS equipment. The construction of each PPS building shall constitute a separate Payment Milestone and each PPS building shall have its measurement of completion and payment treated on an identical basis.
- (b) Eligible Amount: the Eligible Amount in respect of this Cost Centre shall be apportioned equally between all PPSs buildings.
- (c) Measurement of completion: based on an assessment by the Independent Engineer (by percentage) of the amount of work completed during the Payment Period in respect of each PPS building, compared to the total amount of work required to complete each PPS building.

- (d) Payment: the portion of the Eligible Amount in respect of this Cost Centre apportioned to each PPS building equal to the percentage of such PPS building completed during the Payment Period, measured in accordance with paragraph G.2(c).

**SCHEDULE 22
PART 4 FORMS**

FORM 4A: DRAW REQUEST

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in Right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Draw Request for Progress Payment under Section 12.2 of the Agreement for Payment Period beginning τ and ending τ (the “**Relevant Payment Period**”)

1. This letter, including the documentation attached hereto, constitutes a Draw Request for a Base Progress Payment pursuant to Section 12.2(e)A and, where applicable, an Additional Progress Payment pursuant to Section 12.2(e)B. Capitalized terms used and not defined in this Draw Request have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.
2. The Primary Contractor claims the amount of \$τ as payment due and owing pursuant to this Draw Request (being the amount set out at paragraph 10(viii) below).

[NTD: Primary Contractor to mark any \$ amount or other τ as “n/a” if not applicable for purposes of the relevant Draw Request.]

Base Progress Payment

[NTD: The references to the Limited Notice to Proceed apply in respect of the first Payment Period only and should be deleted when not applicable.]

3. The Primary Contractor hereby applies for a Base Progress Payment in the amount of \$τ for the portion of the Work progressed during the Relevant Payment Period to which this Draw Request relates **[and under the Limited Notice to Proceed]**.

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4. The Primary Contractor hereby confirms that the Base Progress Payment for the Relevant Payment Period is calculated by reference to the following (each in respect of the Relevant Payment Period **[and under the Limited Notice to Proceed]**):
 - (i) the Aggregate Payment Milestone Eligible Costs: $\$ \tau$;
 - (ii) the Progress Payment contribution rate pursuant to Section 12.2(b)(i) or (iii), as the case may be: $\tau\%$;
 - (iii) the Transition Payment Period Base Amount: $\$ \tau$.
5. The Primary Contractor hereby confirms that the cumulative total of all Base Progress Payments claimed by the Primary Contractor for all Payment Periods:
 - (i) up to but excluding the Relevant Payment Period is $\$ \tau$;
 - (ii) up to and including the Relevant Payment Period is $\$ \tau$.
6. The Primary Contractor hereby confirms that the amount of the reduction to the Base Progress Payment for the Relevant Relevant Period determined pursuant to Section 12.2(b)(v) is **[zero] [$\$ \tau$ and the amount of such reduction has been calculated as follows: τ] [NTD: Delete or complete as applicable; if the reduction is zero, state it is “zero” and do not state “N/A”]**

Additional Progress Payment

7. The Primary Contractor hereby applies for an Additional Progress Payment in the amount of $\$ \tau$ for the portion of the Work progressed during the Relevant Payment Period.
8. The Primary Contractor hereby confirms that the Additional Progress Payment for the Relevant Payment Period is calculated by reference to the following (each in respect of the Relevant Payment Period):
 - (i) the Aggregate Additional Work Costs: $\$ \tau$;
 - (ii) the Additional Work Lien Holdback Amount: $\$ \tau$
 - (iii) the Additional Progress Payment is calculated by reference to the following methodology: τ .
9. The Primary Contractor hereby confirms that the cumulative total of all Additional Progress Payments claimed by the Primary Contractor for all Payment Periods:
 - (i) up to but excluding the Relevant Payment Period is $\$ \tau$;
 - (ii) up to and including the Relevant Payment Period is $\$ \tau$.

Other Items

10. The Primary Contractor hereby confirms the following:

Net Amount Claimed

- (i) a total Progress Payment in the amount of \$ τ is being applied for by the Primary Contractor for the portion of the Work progressed during the Relevant Payment Period (being the sum of the amounts set out in paragraphs 3 and 7 above);
- (ii) adjustments of \$ τ are required to reflect the sum of: **[NTD: Include breakdown of each such adjustment.]**
 - (1) over-payments in respect of Base Progress Payments made by the Province during Payment Periods prior to the Relevant Payment Period in the amount of \$ τ ; and
 - (2) any Base Lien Holdback Amounts in respect of the over-payments referred to in Paragraph 10(ii)(1) (for which adjustment has not already been made) in the amount of \$ τ ;
- (iii) adjustments of \$ τ are required to reflect the sum of: **[NTD: Include breakdown of each such adjustment.]**
 - (1) under-payments in respect of Base Progress Payments made by the Province during Payment Periods prior to the Relevant Payment Period in the amount of \$ τ ; and
 - (2) any Base Lien Holdback Amounts in respect of the under-payments referred to in Paragraph 10(iii)(1) (for which adjustment has not already been made) in the amount of \$ τ ;
- (iv) adjustments of \$ τ are required to reflect the sum of: **[NTD: Include breakdown of each such adjustment.]**
 - (1) over-payments in respect of Additional Progress Payments made by the Province during Payment Periods prior to the Relevant Payment Period in the amount of \$ τ ; and
 - (2) any Additional Work Lien Holdback Amounts in respect of the over-payments referred to in Paragraph 10(iv)(1) (for which adjustment has not already been made) in the amount of \$ τ ;
- (v) adjustments of \$ τ are required to reflect the sum of: **[NTD: Include breakdown of each such adjustment.]**
 - (1) under-payments in respect of Additional Progress Payments made by the Province during Payment Periods prior to the Relevant Payment Period; and

- (2) any Additional Work Lien Holdback Amounts in respect of the under-payments referred to in paragraph 10(v)(1) (for which adjustment has not already been made) in the amount of \$ τ ;
- (vi) GST is \$ τ ; **[NTD: Include breakdown of GST calculations.]**
- (vii) interest in respect of Progress Payments is payable in the amount of \$ τ , calculated in accordance with Sections 12.16 [Inaccuracies in Payments] and 12.17 [Interest on Overdue Amounts]; **[NTD: Include breakdown of interest calculations.]**
- (viii) a final amount of \$ τ is claimed by the Primary Contractor for the Relevant Payment Period (being the amount set out in paragraph 10(i) above, increased or decreased, as the case may be, to take into account the amounts set out in paragraphs 10(i) to (vii) above);

Lien Holdback Amounts

- (ix) the Base Lien Holdback Amount for the Relevant Payment Period is \$ τ .
- (x) the aggregate of such portions of the Subcontract Release Amounts that do not relate to Additional Work paid to the Primary Contractor during the Relevant Payment Period in accordance with Section 12.4(h) in respect of any completed Subcontracts is \$ τ ;
- (xi) the balance of the Base Lien Holdback Amounts held by the Province as at the last day of the Relevant Payment Period is \$ τ , calculated as follows:
 - (1) the cumulative total Base Lien Holdback Amounts up to and including the Relevant Payment Period; minus
 - (2) the cumulative total aggregate amounts referred to in paragraph 10(x) above paid to the Primary Contractor during all Payment Periods up to and including the Relevant Payment Period;
- (xii) the aggregate of such portions of the Subcontract Release Amounts that constitute Additional Work Lien Holdback Amounts paid to the Primary Contractor during the Relevant Payment Period in accordance with Section 12.4(h) in respect of Additional Work associated with any completed Subcontracts is \$ τ ; and
- (xiii) the balance of the Additional Work Lien Holdback Amounts held by the Province as at the last day of the Relevant Payment Period is \$ τ , calculated as follows:
 - (1) the cumulative total Additional Work Lien Holdback Amounts up to and including the Relevant Payment Period; minus
 - (2) the cumulative total aggregate amounts referred to in paragraph 10(xii) above paid to the Primary Contractor during all Payment Periods up to and including the Relevant Payment Period;

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Costs that are not Eligible Costs

- (xiv) costs incurred by the Primary Contractor during the Relevant Payment Period that are not Eligible Costs are:

Nature of Cost	Amount
τ	\$τ
τ	\$τ
...	\$τ
Total during Payment Period	\$τ

- (xv) total cumulative costs incurred by the Primary Contractor during all Payment Periods up to but excluding the Relevant Payment Period that are not Eligible Costs are:

Nature of Cost	Cumulative Amount
τ	\$τ
τ	\$τ
...	\$τ
Total Cumulative	\$τ

- (xvi) total cumulative costs incurred by the Primary Contractor during all Payment Periods up to and including the Relevant Payment Period that are not Eligible Costs are:

Nature of Cost	Cumulative Amount
τ	\$τ
τ	\$τ
...	\$τ
Total Cumulative	\$τ

Representations and Warranties

11. As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

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- (i) the Work in respect of each Cost Centre and, where applicable, each item of Additional Work has progressed to the point indicated in this Draw Request and meets or is ahead of the progress required pursuant to the Construction Schedule;
- (ii) the Eligible Costs (including Individual Payment Milestone Eligible Costs) and, where applicable, Additional Work Costs identified in this Draw Request have been properly incurred;
- (iii) the Design and Construction and the quality of the Work covered by this Draw Request are in accordance with the Primary Contractor’s obligations under the Agreement;

- (iv) all of the Subcontractors have been paid in full up to the last Progress Payment received by the Primary Contractor, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Subcontracts and the Builders Lien Act;
- (v) no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
- (vi) the amount which is the subject of this Draw Request has been calculated in accordance with the requirements of Sections 12.2 [Progress Payments] and 12.3 [Lien Holdbacks] and the Primary Contractor is entitled to payment in the amount requested;
- (vii) no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and
- (viii) there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Agreement.

Attachments

- 12. Attached hereto are working papers clearly setting forth the derivation of the amounts set out herein in accordance with all applicable calculations specified or referred to in Section 12.2 [Progress Payments].
- 1. Attached hereto are duly completed and executed certificates of the Independent Engineer substantially in the forms set out in Appendix A and Appendix B to the form of Draw Request attached at Part 4, Form 4A [Draw Request] of Schedule 22.
- 2. Attached hereto is a statement of the amounts, (if any), determined in accordance with Section 12.2(g), that the Senior Lenders have advanced or the Primary Contractor is intending to request, or has requested, that the Senior Lenders advance in respect of:

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- (i) Aggregate Payment Milestone Eligible Costs for the Relevant Payment Period;
- (ii) costs incurred by the Primary Contractor during the Relevant Payment Period that are not Eligible Costs,

and (to the extent not previously subject-matter of a statement pursuant to Section 12.2(g)) any previous Payment Period. Each such statement identifies separately the amount (if any) that falls within each of paragraphs 14(i) and 14(ii) above for the Relevant Payment Period, together with the cumulative total of all amounts advanced as referred to in this paragraph both (1) for all Payment Periods up to but excluding the Relevant Payment Period and (2) for all Payment Periods up to and including the Relevant Payment Period. **[NTD: Following language only to be included if the first proviso to Section 12.2(o) has applied in respect of any Payment Period prior to the Relevant Payment Period] [Such statement also separately identifies funds received by the Primary Contractor as contemplated by Section 12.2(o)(A) to fund amounts as referred to**

in each of paragraphs 14(i) and 14(ii) above for such Payment Period(s) prior to the Relevant Payment Period as are identified in such statement.)]

3. Attached hereto is a statutory declaration in the form attached at Part 4, Form 4I [Form of Statutory Declaration] of Schedule 22 which confirms compliance by the Primary Contractor with the Builders Lien Act and the WCA. **[NTD: Not required to be attached to Draw Request for first Payment Period – where this applies, note “not attached”]**
4. Attached hereto is the letter from the Workers’ Compensation Board which confirms that the Primary Contractor is in good standing with the Workers’ Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Draw Request.

This Draw Request is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS DRAW REQUEST**

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APPENDIX A

FORM OF INDEPENDENT ENGINEER'S PAYMENT CERTIFICATE

(FEDERAL)

EVERGREEN LIGHT RAPID TRANSIT PROJECT

FEDERAL PAYMENT CERTIFICATE

Certificate Ref. No. τ

Payment Period: from τ to τ

As required by Section 6.5.2(d) of the Agreement between Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia dated July 10, 2012 (the "**Federal Contribution Agreement**") in respect of the Evergreen Line Rapid Transit Project (the "**Project**"), the undersigned certifies that:

Aggregate Payment Milestone Eligible Costs incurred to date:
(including this Payment Period – total amount of Column
G) _____

Less: Aggregate Payment Milestone Eligible Costs incurred to date:
(excluding this Payment Period – total amount of Column
C) _____

Equals: Aggregate Payment Milestone Eligible Costs for this Payment Period
(total amount of Column
E) _____

(Column references relate to the attached Statement of Progress)

- 1) The work on the Project Cost Centres (as defined in the Federal Contribution Agreement) which are the subject of this certificate is complete to the percentage specified in the attached Statement of Progress.
- 2) The work on the Project Cost Centres which is the subject of this certificate is generally proceeding in accordance with the Milestone payment schedule for the Project.
- 3) The costs claimed which are the subject of this certificate are Eligible Costs, as defined in the Federal Contribution Agreement.
- 4) The Project Cost Centres which are the subject of this certificate have not changed in scope, other than as may have been approved in writing by the Committee established under the Federal Contribution Agreement.

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- 5) All work which is the subject of this certificate has been completed in accordance with the requirements set out in Section 3.6 of the Federal Contribution Agreement.
- 6) If this certificate relates to a claim for payment for any incomplete Project Cost Centre, the percentage of completion of the Project Cost Centre specified in the attached Statement of Progress was determined in accordance with the methodology pursuant to the agreement pursuant to which the undersigned was engaged as Independent Engineer for the Project.

Certified Correct: _____
Independent Engineer

[NTD: Form of Statement of Progress in the form set out in Part 2 of Schedule 22 to the Project Agreement, duly completed by the Independent Engineer, to be attached.]

APPENDIX B

FORM OF INDEPENDENT ENGINEER'S PAYMENT CERTIFICATE

(PROVINCIAL)

EVERGREEN LIGHT RAPID TRANSIT PROJECT

PROVINCIAL PAYMENT CERTIFICATE

Certificate Ref. No. τ

Payment Period: from τ to τ

This certificate has been prepared and executed as required by Section 12.2(f) of the Agreement between Her Majesty the Queen in Right of the Province of British Columbia and [] dated τ, 201τ (the “**Agreement**”) and the undersigned certifies that:

Aggregate Payment Milestone Eligible Costs incurred to date:
(including this Payment Period – total amount of Column
G) _____

Less: Aggregate Payment Milestone Eligible Costs incurred to date:
(excluding this Payment Period – total amount of Column
C) _____

Equals: Aggregate Payment Milestone Eligible Costs for this Payment Period
(total amount of Column
E) _____

(Column references relate to the attached Statement of Progress)

- 1) The work on the Cost Centres and Payment Milestones (as defined in the Agreement) which are the subject of this certificate is complete to the percentage specified in the attached Statement of Progress.
- 2) The work on the Cost Centres which is the subject of this certificate is generally proceeding in accordance with the Construction Schedule (as defined in the Agreement) for the Project.
- 3) The costs claimed which are the subject of this certificate are Eligible Costs (as defined in the Agreement).
- 4) The Cost Centres and Payment Milestones which are the subject of this certificate have not changed in scope, other than as may have been approved in writing by the parties to the Agreement.
- 5) All work which is the subject of this certificate has been completed in accordance with the requirements of the Agreement.

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- 6) If this certificate relates to a claim for payment for any incomplete Cost Centre or Payment Milestone, the percentage of completion of the Cost Centre or Payment Milestone specified in the attached Statement of Progress was determined in accordance with the methodology pursuant to the agreement pursuant to which the undersigned was engaged as Independent Engineer for the Project.

Certified Correct: _____
Independent Engineer

[NTD: Form of Statement of Progress in the form set out in Part 2 of Schedule 22 to the Project Agreement, duly completed by the Independent Engineer, to be attached.]

FORM 4B: LIEN HOLDBACK PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Lien Holdback Payment Application under Section 12.4 [Release of Lien Holdback] of the Agreement or Section 5.10(a) or 5.10(b), as applicable, of Schedule 12

[NTD: This form of Lien Holdback Payment Application will need to be amended as necessary to reflect whether it is made in connection with the completion of a Subcontract or the completion of the Agreement for the purposes of the Builders Lien Act or a termination of the Agreement prior to the date on which the PA Release Amount has become due and payable. The Primary Contractor to mark any \$ amount as “N/A” if not applicable for the purposes of the relevant Lien Holdback Payment Application.]

This letter, including the documentation attached hereto, constitutes a Lien Holdback Payment Application pursuant to **[Section 12.4(c)]****[Section 5.10(a) of Schedule 12]****[Section 5.10(b) of Schedule 12]**. Capitalized terms used and not defined in this Lien Holdback Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement. **[NTD: Inapplicable language to be deleted.]**

The Primary Contractor hereby applies for the payment of:

[the Subcontract Release Amount of \$ τ , which is comprised of:

- (a) the relevant portion of the Base Lien Holdback Amounts, being \$ τ ;**
- (b) where applicable, the relevant portion of the Additional Work Lien Holdback Amounts, being \$ τ ;**

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- (c) where applicable, the relevant portion of the Supervening Event Lien Holdback Amounts, being \$ τ ,

in respect of the Subcontract that is the subject of the Subcontract Certificate of Completion attached hereto and as referred to in paragraph 10 below.]

[the PA Release Amount of \$ τ , which is comprised of:

- (a) the remaining balance of the Base Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ;
- (b) where Section 12.4(k)(i) applies, the SCPA Lien Holdback Amount, being \$ τ ;
- (c) where applicable, the remaining balance of the Additional Work Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ; and
- (d) where applicable, the remaining balance of the Supervening Event Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ,

in respect of the Work that is the subject of the Final Certificate of Completion attached hereto and as referred to in paragraph 10 below]

[the Termination Release Amount of \$ τ , which is comprised of:

- (a) the remaining balance of the Base Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ;
- (b) where Section 12.4(k)(i) applies, the SCPA Lien Holdback Amount, being \$ τ ;
- (c) where applicable, the remaining balance of the Additional Work Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ; and
- (d) where applicable, the remaining balance of the Supervening Event Lien Holdback Amounts that have not previously been paid to the Primary Contractor pursuant to Section 12.4(h), being \$ τ ,

in respect of the Work.]

[NTD: Inapplicable language to be deleted.]

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

1. **[as stated in the relevant Subcontract Certificate of Completion, the Subcontract between τ and τ dated τ with respect to that part of the Work generally described as τ (the “Subcontract”)] [as stated in the Final Certificate of Completion, the Agreement] was completed within the meaning of the Builders Lien Act on τ and the lien holdback period in respect of the Work which is the subject of this Lien Holdback Application under the Builders Lien Act expired on τ ;] [NTD: Inapplicable language to be deleted.][NTD: Where Lien Holdback Payment Application is being delivered pursuant to either Section 5.10(a) or 5.10(b), both of Schedule 12, text of paragraph 1 to be deleted and replaced with “Intentionally deleted” and remaining paragraph numbering to be unchanged.]**
2. the amount which is the subject of this Lien Holdback Payment Application has been calculated in accordance with the requirements of **[Section 12.4 [Release of Lien Holdback Amounts]] [Section 5.10(a) of Schedule 12][Section 5.10(b) of Schedule 12]** and the Primary Contractor is entitled to payment in the amount requested; **[NTD: Inapplicable language to be deleted.]**
3. **[the Subcontractor in respect of which this Lien Holdback Payment Application is made has][all of the Subcontractors have]** been paid in full other than in respect of amounts payable from the amount which is the subject of this Lien Holdback Payment Application; **[NTD: Inapplicable language to be deleted.]**
4. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
5. **[no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province]; and [NTD: Where Lien Holdback Payment Application is being delivered pursuant to either Section 5.10(a) or 5.10(b), both of Schedule 12, text of paragraph 5 to be deleted and replaced with “Intentionally deleted” and remaining paragraph numbering to be unchanged.];**
6. **[there has not been any material adverse change in the Primary Contractor’s ability to perform its obligations under the Agreement]. [NTD: Where Lien Holdback Payment Application is being delivered pursuant to either Section 5.10(a) or 5.10(b), both of Schedule 12, text of paragraph 6 to be deleted and replaced with “Intentionally deleted” and remaining paragraph numbering to be unchanged.]**

Attachments

7. Attached hereto are the work papers clearly setting forth the derivation of the amounts set out therein in accordance with all applicable calculations specified or referred to, as applicable, in **[Section 12.4 [Release of Lien Holdback Amounts]][Section 5.10(a) of Schedule 12][Section 5.10(b) of Schedule 12.]. [NTD: Inapplicable language to be deleted.]**

8. Attached hereto are:
- (a) a statutory declaration in the form attached at Part 4, Form 4I [Form of Statutory Declaration] of Schedule 22 which confirms compliance by the Primary Contractor with the Builders Lien Act and the WCA;
 - (b) copies certified as true and correct by an officer of the Primary Contractor of the results of the Land Title Office searches undertaken by the Primary Contractor as the basis for the declaration in paragraph 2(a) of the said statutory declaration; and
 - (c) copies certified as true and correct by an officer of the Primary Contractor of the results of the Supreme Court of British Columbia registry searches undertaken by the Primary Contractor as the basis for the declaration in paragraph 2(b) of the said statutory declaration.
9. **[NTD: In the case of release of Lien Holdback Amounts following completion of a Subcontract for the purposes of the Builders Lien Act]** Attached hereto is the letter from the Workers' Compensation Board which confirms that the Subcontractor which undertook the Work which is the subject of this Lien Holdback Payment Application is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Lien Holdback Payment Application.
- [NTD: In the case of release of Lien Holdback Amounts following the completion or a termination of the Agreement for the purposes of the Builders Lien Act]** Attached hereto is the letter from the Workers' Compensation Board which confirms that the Primary Contractor is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Lien Holdback Payment Application.
- [NTD: Inapplicable language to be deleted.]**
10. **[Attached hereto is the [Subcontract Certificate of Completion issued in respect of the Subcontract] [the Final Certificate of Completion in respect of this Agreement], duly completed and executed by [the applicable payment certifier][the Independent Engineer, as required by Section 12.4(a)]. [NTD: Inapplicable language to be deleted.][NTD: Where Lien Holdback Payment Application is being delivered pursuant to either Section 5.10(a) or 5.10(b), both of Schedule 12, text of paragraph 10 to be deleted and replaced with "Intentionally deleted" and remaining paragraph numbering to be unchanged.]**

This Lien Holdback Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS LIEN HOLDBACK PAYMENT APPLICATION**

STRICTLY CONFIDENTIAL

FORM 4C: SUBSTANTIAL COMPLETION PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Substantial Completion Payment Application under Section 12.5 of the Agreement

This letter, including the documentation attached hereto, constitutes the Substantial Completion Payment Application pursuant to Section 12.5(b). Capitalized terms used and not defined in this Substantial Completion Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies for payment in the amount of \$ τ **[being the Substantial Completion Payment Amount of \$ τ , less an amount of \$ τ representing the amount[s] that the Province is entitled to retain pursuant to [Section 12.4(k)(i)] [and] Section 12.7(a)][NTD: Inapplicable language to be deleted.]**

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A, the Primary Contractor hereby represents, warrants and certifies to the Province that:

11. Substantial Completion has been satisfactorily achieved;
12. the costs claimed within the Substantial Completion Payment Amount have been properly incurred, the amount which is the subject of this Substantial Completion Payment Application has been calculated in accordance with Sections **[12.4(k)(i),]** 12.5 and 12.7 and other relevant provisions of the Agreement and the Primary Contractor is entitled to payment in the amount requested;

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13. the Design and Construction and the quality of the Work are in accordance with the Primary Contractor's obligations under the Agreement;
14. all of the Subcontractors have been paid in full up to the last Progress Payment received by the Primary Contractor, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Subcontracts and the Builders Lien Act;
15. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
16. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and
17. there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Agreement.

Attachments

18. Attached hereto are the work papers clearly setting forth the derivation of the amounts set out therein in accordance with all applicable calculations specified or referred to in Sections **[12.4(k)(i),]** 12.5 [Substantial Completion Payment Amount] and 12.7 [Holdback for Deficiencies in Work] (including, if applicable, an estimate of the costs for remedying any Final Deficiency List Deficiency in respect of which the Agreed Remedy Cost has not previously been agreed by the Province and the Primary Contractor in accordance with the Dispute Resolution Procedure).
19. Attached hereto is a statutory declaration in the form attached at Part 4, Form 4I [Form of Statutory Declaration] which confirms compliance by the Primary Contractor with the Builders Lien Act and the WCA.
20. Attached hereto is the letter from the Workers' Compensation Board which confirms that the Primary Contractor is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Substantial Completion Payment Application.
21. Attached hereto is the Final Certificate of Completion in respect of this Agreement, duly completed and executed by the Independent Engineer, as required by Section 12.4(a).
22. Attached hereto is the Certificate of Substantial Completion, duly completed and executed by the Independent Certifier.
23. Attached hereto is a copy of the Final Deficiency List, which list has been certified by the Independent Certifier, in accordance with Article 4.1.2.6(b) [Issuance of Certificate of Substantial Completion], Part 3 of Schedule 4.

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This Substantial Completion Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS SUBSTANTIAL COMPLETION PAYMENT APPLICATION**

STRICTLY CONFIDENTIAL

FORM 4D: AVAILABILITY DEMONSTRATION COMPLETION PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Availability Demonstration Completion Payment Application under Section 12.6.A of the Agreement

This letter, including the documentation attached hereto, constitutes the Availability Demonstration Completion Payment Application pursuant to Section 12.6.A.(b). Capitalized terms used and not defined in this Availability Demonstration Completion Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies for:

[payment in the amount of \$ τ , being [the Availability Demonstration Completion Payment Amount][the portion of the Availability Demonstration Completion Payment Amount not replaced by the Availability Demonstration Letter of Credit] [less the Availability Liquidated Damages payable by the Primary Contractor pursuant to Schedule 24 [Liquidated Damages]]

[return of the Availability Demonstration Letter of Credit]

[NTD: Inapplicable language to be deleted].

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

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1. Availability Demonstration Completion has been achieved;

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2. [the amount which is the subject of this Availability Demonstration Completion Payment Application has been calculated in accordance with the requirements of Section 12.6.A [and Schedule 24], and the Primary Contractor is entitled to payment in the amount requested;]

[NTD: If only applying for return of the Availability Demonstration Letter of Credit, text of paragraph 2 to be deleted and replaced with “Intentionally deleted” and remaining paragraph numbering to be unchanged.]

3. all of the Subcontractors have been paid in full;
4. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
5. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and
6. there has not been any material adverse change in the Primary Contractor’s ability to perform its obligations under the Agreement.

Attachments

7. Attached hereto is copy of the test report referred to in the definition of Availability Demonstration Completion Date in Section 1.1 [Definitions] of Schedule 1, as endorsed by the Province’s Representative as contemplated in that definition.
8. Attached hereto is the letter from the Workers’ Compensation Board which confirms that the Primary Contractor is in good standing with the Workers’ Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Availability Demonstration Completion Payment Application.

This Availability Demonstration Completion Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS AVAILABILITY DEMONSTRATION COMPLETION PAYMENT APPLICATION**

STRICTLY CONFIDENTIAL

**FORM 4E: TIDS PERFORMANCE DEMONSTRATION
COMPLETION PAYMENT APPLICATION**

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA

[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: TIDS Performance Demonstration Completion Payment Application under Section 12.6.B of the Agreement

This letter, including the documentation attached hereto, constitutes the TIDS Performance Demonstration Completion Payment Application pursuant to Section 12.6.B(b). Capitalized terms used and not defined in this TIDS Performance Demonstration Completion Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies for:

[payment in the amount of \$τ, being [the TIDS Performance Demonstration Completion Payment Amount][the portion of the TIDS Performance Demonstration Completion Payment Amount not replaced by the TIDS Demonstration Letter of Credit] [less the TIDS Liquidated Damages payable by the Primary Contractor pursuant to Schedule 24 [Liquidated Damages]]

[return of the TIDS Demonstration Letter of Credit]

[NTD: Inapplicable language to be deleted]

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

2

9. TIDS Performance Demonstration Completion has been achieved;

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10. **[the amount which is the subject of this TIDS Performance Demonstration Completion Payment Application, has been calculated in accordance with the requirements of Section 12.6.B [and Schedule 24], and the Primary Contractor is entitled to payment in the amount requested;]**

[NTD: If only applying for return of the TIDS Demonstration Letter of Credit, text of paragraph 2 to be deleted and replaced with “Intentionally deleted” and remaining paragraph numbering to be unchanged.]

11. all of the Subcontractors have been paid in full;

12. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;

13. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and

14. there has not been any material adverse change in the Primary Contractor’s ability to perform its obligations under the Agreement.

Attachments

15. Attached hereto is a copy of the test report referred to in the definition of TIDS Performance Demonstration Completion Date in Section 1.1 [Definitions] of Schedule 1, as endorsed by the Province’s Representative as contemplated in that definition.

16. Attached hereto is the letter from the Workers’ Compensation Board which confirms that the Primary Contractor is in good standing with the Workers’ Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this TIDS Performance Demonstration Completion Payment Application.

This TIDS Performance Demonstration Completion Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS TIDS PERFORMANCE DEMONSTRATION COMPLETION PAYMENT APPLICATION**

STRICTLY CONFIDENTIAL

FORM 4F:DEFICIENCY RETENTION PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Deficiency Retention Payment Application under Section 12.7 of the Agreement for the period beginning τ and ending τ (the “**Relevant Period**”).

This letter, including the documentation attached hereto, constitutes the Deficiency Retention Payment Application pursuant to Section 12.7(b). Capitalized terms used and not defined in this Deficiency Retention Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies

[[for payment in the amount of][consent from the Province to reduce the amount of the Deficiency Letter of Credit by] τ , being the Deficiency Retention Amount(s) in respect of those Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period.]

[return of the Deficiency Letter of the Credit in respect of the Deficiency Retention Amount(s) in respect of those Final List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period.]

[NTD: Inapplicable language to be deleted.]

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

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24. this Deficiency Retention Payment Application relates to the Final Deficiency List Deficiencies (each a “**Resolved Deficiency**”) described in the table below, in respect of which:
- (a) the Deficiency Retention Amount(s), as indicated in the table below, were **[withheld from the Substantial Completion Payment Amount][replaced by a Deficiency Letter of Credit];** and **[NTD: Inapplicable language to be deleted.]**
 - (b) the Province’s Representative has confirmed by his or her initials on the attached Final Deficiency List have been satisfactorily completed during the Relevant Period;

Resolved Deficiency	Deficiency Retention Amount in respect of Resolved Deficiency

25. the amount which is the subject of this Deficiency Retention Payment Application has been calculated in accordance with the requirements of Section 12.7(b) and the Primary Contractor is entitled to

[[payment][a reduction in the Deficiency Letter of Credit] in the amount requested;]

[return of the Deficiency Letter of Credit;]

[NTD: Inapplicable language to be deleted.]

26. the quality of the Work undertaken by the Primary Contractor in respect of the Resolved Deficiencies is in accordance with the Primary Contractor’s obligations under the Agreement;
27. all of the Subcontractors have been paid in full;
28. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
29. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and

30. there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Agreement.

Attachments

31. Attached hereto is a copy of the Final Deficiency List, which has been initialled by the Province's Representative to confirm which Final Deficiency List Deficiencies have been satisfactorily completed during the Relevant Period.
32. Attached hereto is a statutory declaration in the form attached at Part 4, Form 4I [Form of Statutory Declaration] which confirms compliance by the Primary Contractor with the Builders Lien Act and the WCA.
33. Attached hereto is the letter from the Workers' Compensation Board which confirms that the Primary Contractor is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Deficiency Retention Payment Application.

This Deficiency Retention Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS DEFICIENCY RETENTION PAYMENT APPLICATION**

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FORM 4G: TOTAL COMPLETION PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Total Completion Payment Application under Section 12.8 of the Agreement

This letter, including the documentation attached hereto, constitutes the Total Completion Payment Application pursuant to Section 12.8(b). Capitalized terms used and not defined in this Total Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies for payment in the amount of \$ τ , being the Total Completion Payment Amount.

Representations and Warranties

As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

34. all of the requirements and conditions for Total Completion have been performed, achieved, satisfied and fulfilled;
35. all of the Subcontractors have been paid in full;
36. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;

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- 37. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and
- 38. there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Agreement.

Attachments

- 39. Attached hereto is the Certificate of Total Completion, duly completed and executed by the Province's Representative.
- 40. Attached hereto is the letter from the Workers' Compensation Board which confirms that the Primary Contractor is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Total Completion Payment Application.
- 41. Attached hereto is a statutory declaration in the form attached at Part 4, Form 4I [Form of Statutory Declaration] which confirms compliance by the Primary Contractor with the Builders Lien Act and the WCA.

This Total Completion Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

ATTACHMENT A

**EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES
OF THE PRIMARY CONTRACTOR
IN THIS TOTAL COMPLETION PAYMENT APPLICATION**

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FORM 4H: WARRANTY HOLDBACK PAYMENT APPLICATION

[To be printed on Primary Contractor letterhead]

[Date]

HER MAJESTY THE QUEEN
IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
[Address]

Attention: τ

Facsimile No.: τ

Dear Sirs and Mesdames:

Re: Design Build Finance Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) between Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and τ (the “**Primary Contractor**”)

And Re: Warranty Holdback Payment Application under Section 12.9 of the Agreement

This letter, including the documentation attached hereto, constitutes the Warranty Holdback Payment Application pursuant to Section 12.9(b). Capitalized terms used and not defined in this Warranty Holdback Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

The Primary Contractor hereby applies for:

[payment in the amount of \$τ, being [the amount of the Warranty Holdback][the portion of the Warranty Holdback not replaced by the Warranty Holdback Letter of Credit] [less any amounts applied therefrom by the Province in accordance with any of Sections 6.8(b), 6.8(b) and/or 6.8(d)]

[the return of the Warranty Holdback Letter of Credit].

[NTD: Inapplicable language to be deleted.]

Representations and Warranties

As of the date hereof (being a date following the second anniversary of the earlier of the Substantial Completion Date and the Termination Date) but subject to any exceptions which are set out in Attachment A hereto, the Primary Contractor hereby represents, warrants and certifies to the Province that:

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17. **[the amount which is the subject of this Warranty Holdback Payment Application has been calculated in accordance with the requirements of Section 12.9.]** The Primary Contractor is entitled to **[payment in the amount requested][and][return of the Warranty Holdback Letter of Credit]; [NTD: Inapplicable language to be deleted.]**
18. all of the Subcontractors have been paid in full;
19. no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the Builders Lien Act;
20. no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province; and
21. there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Agreement.

This Warranty Holdback Payment Application is made subject to and in accordance with the terms and conditions of the Agreement.

EXECUTED AND DELIVERED as of the date first written above.

PRIMARY CONTRACTOR:

τ

By: _____
Name:
Title:

FORM 41: STATUTORY DECLARATION IN SUPPORT OF APPLICATION FOR PAYMENT

Project Description: Evergreen Light Rapid Transit Project

Payment Period: from τ to τ

Capitalized terms used and not defined herein shall have the meanings given to them as defined in that certain Design Build Finance Agreement dated as of the Effective Date between Her Majesty the Queen in right of the Province of British Columbia, BC Transportation Financing Authority and τ (the “**Primary Contractor**”) (as amended, modified, supplemented and restated from time to time, the “**Agreement**”).

I solemnly declare that, as of the date of this statutory declaration, I am Chief Financial Officer of the Primary Contractor, and as such have authority to bind the Primary Contractor and have personal knowledge of the fact that:

42. All of the Subcontractors have been paid in full up to the

[payment of the last Progress Payment,]

[payment of the Substantial Completion Payment Amount in accordance with Section 12.5 of the Agreement,]

[payment of the Deficiency Retention Amounts pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Payment Application),]

[reduction in the Deficiency Letter of Credit pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Payment Application),]

[return of the Deficiency Letter of Credit pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Application),]

[payment of the Total Completion Payment Amount in accordance with Section 12.8 of the Agreement,]

[NTD: Inapplicable language to be deleted.]

subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Subcontracts and the Builders Lien Act.

43. **[No claim of lien in respect of the Work has been filed in the Land Title Office which has not been cancelled or removed.] [NTD: Wording to be included in any application for payment other than a Lien Holdback Payment Application.]**

[No claim of lien:

(a) in respect of the Work has been filed in the Land Title Office which has not been cancelled or removed; and

(b) in respect of any Lien Holdback Amounts has been filed in the Court which remains unresolved.] [NTD: Wording to be included in any Lien Holdback Payment Application.]

[NTD: Inapplicable language to be deleted.]

44. The Primary Contractor is in full compliance with the Builders Lien Act and the WCA.

45. All accounts for labour, services, materials, equipment and overhead which have been incurred directly by the Primary Contractor in the performance of the Work pursuant to the Agreement, have been paid in full up to and including the:

[payment of the last Progress Payment.]

[payment of the Substantial Completion Payment Amount in accordance with Section 12.5 of the Agreement.]

[payment of the Deficiency Retention Amounts pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Payment Application).]

[reduction in the Deficiency Letter of Credit pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Payment Application).]

[return of the Deficiency Letter of Credit pursuant to the Deficiency Retention Payment Application dated τ (being the date of the last Deficiency Retention Payment Application).]

[payment of the Total Completion Payment Amount in accordance with Section 12.8 of the Agreement.]

[NTD: Inapplicable language to be deleted.]

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME
at Vancouver, British Columbia,
on this ___ day of _____, in the year _____.

A Commissioner for taking Affidavits for British
Columbia

)
)
)
)
) _____
) Name:
) Title:
)
)