

SCHEDULE 8

STANDBY LETTER OF CREDIT

[NTD: The Standby Letter of Credit must be issued by a bank acceptable to the Region of Waterloo acting reasonably, and must be callable at the bank's counters in Toronto, Ontario.]

Letter of Credit: #[●]

Date: [●]

The Regional Municipality of Waterloo
Procurement and Supply Services
150 Frederick Street, 4th Floor
Kitchener, Ontario
N2G 4J3

Attn: Chief Financial Officer

Dear Sir/Madam:

RE: Region of Waterloo Stage 1 Light Rail Project

At the request of our client, [●] (“Project Co”), we, [insert name and address of issuing bank], hereby issue in your favour an irrevocable standby letter of credit (the “Letter of Credit”) in the amount of twenty million dollars (\$20,000,000.00).

The amount available under this Letter of Credit is payable to The Regional Municipality of Waterloo (the “Region”), at any time and from time to time, upon: (a) receipt by us of a written demand for payment, accompanied by a certificate signed by two officers of the Region certifying that the Region is entitled to draw on this Letter of Credit pursuant to Section 9.1 of a request for proposals issued by the Region on June 6, 2013 (as amended from time to time, the “RFP”); and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. (Waterloo time) on June 24, 2014, and the Region may call for payment of any amount outstanding under this Letter of Credit at any time up to 5:00 p.m. (Toronto time) on that date should this Letter of Credit not be renewed.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date, unless, at least 30 days prior to any expiration date, we notify you, in writing, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount hereunder by means of your demand.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under this Letter of Credit #[●].

It is understood that [insert name of issuing bank] is obligated under this Letter of Credit for payments of monies only.

The RFP is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) the (“UCP”) with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit. Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in Article 36, we shall honour any demand made under this Letter of Credit prior to the expiration date, within 30 days after the date in which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, it shall be governed by and construed in accordance with the laws of the Province of Ontario.

Yours very truly,

[NAME OF ISSUING BANK]

Per: _____
 Name:
 Title:

Per: _____
 Name:
 Title: