

## SCHEDULE 34

## TRANSITION OUT REQUIREMENTS - OPERATIONS SERVICES

1. Project Co shall prepare and maintain a plan for the purpose of ensuring, so far as is reasonably practicable, the uninterrupted transition of the Operations Services from Project Co to the Operator or any party nominated by the Region or other third parties carrying out any of the Operations Services in the place of Project Co in the event of any termination or expiry of the Project Agreement or in the event of expiry of the Operations Term prior to the Expiry Date (the “**Demobilization Plan**”). No later than 90 days prior to the Scheduled Substantial Completion Date, Project Co shall submit to the Region for review pursuant to Schedule 10 – Review Procedure a copy of the Demobilization Plan and shall update the Demobilization Plan on an annual basis or at such shorter intervals as the Region may reasonably require (provided that the Region may not require an update to the Demobilization Plan more than twice annually), and submit same to the Region for review pursuant to Schedule 10 – Review Procedure. Project Co shall provide the Region with any changes that it makes to the Demobilization Plan and shall take into account such comments as the Region may make in relation to the Demobilization Plan.
2. The Demobilization Plan shall set out details of the specific tasks to be undertaken by Project Co (and where applicable, by the Region) including in order for Project Co to comply with its obligations in Section 48.7 (Transitional Arrangements) including without limitation:
  - (a) the continued provision of the Operations Services;
  - (b) the provision of knowledge transfer from the Project Co and its Subcontractors;
  - (c) the vacating of the System; and
  - (d) the provision by Project Co of such further information, support and assistance as the Region may reasonably require, including, without limitation, for the purpose of any re-tendering exercise by the Region, such assistance shall be provided at no charge to the Region.

The Demobilization Plan shall specifically provide for the following:

- (i) weekly meetings between the Region and Project Co personnel to guide and monitor the delivery of the Demobilization Plan;
- (ii) interview access to personnel engaged by Project Co or Project Co Parties in the Operations Services (the “**Existing System Personnel**”) to obtain general operational advice on subjects for which Project Co is responsible;
- (iii) training to personnel to be engaged by the Region or a successor operator in the operation of the System (the “**New System Personnel**”), which shall cover the following areas:
  - (A) standard operating procedures;

- (B) track allocation procedures;
  - (C) operator training (train the trainer focused);
  - (D) light rail vehicle troubleshooting for operators (train the trainer focused); and
  - (E) any other subjects as may reasonably requested by the Region to ensure a smooth transition of the Operations Services;
- (iv) the opportunity for the New System Personnel to shadow the Existing System Personnel for a period of three (3) months prior to the end of the Project Term, or the Operations Term, as the case may be (or, if shorter, the outstanding period prior to the Termination Date); and
  - (v) appropriate track allocation rights to be granted to the Region or its successor operator to enable it to train and certify the prospective train operators during such period.
3. Commencing on each of the following dates, as applicable, (i) the date which is twelve (12) months prior to the end of the Operations Term; (ii) twelve (12) months prior to the Expiry Date; and (iii) the later to occur of (x) the date in which notice of termination of the Project Agreement is given by one Party to the other under the Project Agreement; and (y) twelve (12) months prior to the Termination Date, Project Co shall:
- (a) continue to perform the Operations Services in a manner which is consistent with the Demobilization Plan and otherwise comply with its obligations under the Demobilization Plan; and
  - (b) to the extent not provided in the Demobilization Plan, give all reasonable cooperation to the Region to seek to ensure and effect a transparent, seamless, smooth, orderly, trouble-free and uninterrupted transition of the Operations Services to the successor operator or any other party nominated by the Region, with no degradation of the standard thereof.
4. Project Co shall be responsible for and shall indemnify the Region and the Region Parties (the “**Select Indemnified Parties**”) from and against all liabilities, losses, costs and expenses suffered or incurred by the Select Indemnified Parties as a result of a breach by Project Co of its obligations contained in this Schedule, except to the extent that such breach is caused, or contributed to, by the Region or any Region Party.
5. On each of the Expiry Date, Termination Date and expiry of the Operations Term, as the case may be, Project Co shall provide the Region with complete information, including complete documentation for all Operations Services (including applications developed as part of the Operations Services) that is sufficient to enable the Region and the new operator to fully assume the provision of the Operations Services. Such information shall also include logs of all incidents, problems and resolution and work arounds identified for such incidents and problems.