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**SCHEDULE 21**  
**CONSTRUCTION PERIOD PAYMENTS**

**1 DEFINITIONS**

In this Schedule 21, unless the context otherwise requires:

- 1.1 “**Actual Milestone Payment Amount**” means the amount calculated in **Row (M)** of **Table B3**.
- 1.2 “**Aggregate of Total Construction Costs**” means the amounts set out in **column (D)** of **Table A1** or as determined in **column (D)** of **Table B3**, as the case may be.
- 1.3 “**Aggregate of Total Capitalized Cost of Construction**” means the amounts set out in **column (G)** of **Table A1** or as determined in **column (G)** of **Table B3**, as the case may be.
- 1.4 “**Aggregate of Maximum Milestone Payments**” means the amounts set out in **column (I)** of **Table A1** or as determined in **column (I)** of **Table B3**, as the case may be.
- 1.5 “**Aggregate of Non-Construction Costs**” means the amounts set out in **column (E-1)** of **Table A1** or as determined in **column (E-1)** of **Table B3**, as the case may be.
- 1.6 “**Attachment “A”, Attachment “B” and Attachment “C”** mean the correspondingly identified attachments to this Schedule 21.
- 1.7 “**Construction Costs**” means all costs, expenses and fees of any nature or type whatsoever (other than Non-Construction Costs) properly incurred or to be incurred directly or indirectly by Project Co under the Project Agreement in accordance with the Financial Model with respect to the Design and Construction Works and the Public Infrastructure Works, as set out in **columns (A), (B), (C) and (C-1)** of **Table A1** or as certified in **columns (A), (B), (C) and (C-1)** of **Table B3**, as the case may be.
- 1.8 “**Construction Costs (Project Co General Conditions Costs)**” means those portions of the Construction Costs paid directly by Project Co (not by the Construction Contractor) set out in **column (C)** of **Table A1** or as determined and certified in **column (C)** of **Table B3**, as the case may be.
- 1.9 “**Earned Value**” has the meaning set out in the Works Schedule and Earned Value Requirements.
- 1.10 “**Financing**” means the financing with the Lenders to finance the costs of the Project pursuant to the Lending Agreements that is consistent in all material respects with the Financial Model and the Project Agreement.
- 1.11 “**IC Construction Costs Confirmation Certificate**” has the meaning set out in Section 2.2 (d).
- 1.12 “**IC Milestone Payment Authorization Certificate**” has the meaning set out in Section 2.2 (g).
- 1.13 “**Lender Advances**” and “**Lender Advance Confirmations**” have the respective meanings set out in Section 2.2(a).

1.14 “**LRT System Works Component (Construction Contractor)**” means those portions of the Construction Costs as set out in **column (A)** of **Table A1** or as determined and certified in **column (A)** of **Table B3**, as the case may be.

1.15 “**Maximum Milestone Payment Amount**” means the amount set in **column (J)** of **Table A1**.

1.16 “**Milestones**” means the percentage completion benchmarks of the Design and Construction Works and Public Infrastructure Works as reflected on **Table A1**, the achievement of which is to be confirmed and accepted in accordance with the provisions of this Schedule 21.

1.17 “**Milestone Payment Eligibility Date**” means the date on which the Milestone Payment Eligibility Threshold is achieved, as certified by the Independent Certifier in the Milestone Zero Notice.

1.18 “**Milestone Payments**” means the periodic payments relating to the achievement of the Milestones selected by Project Co and accepted by the Region as reflected in **Table A1**, to be paid by the Region to Project Co in accordance with the calculations made in **Table B3** provided that Project Co has satisfied all Milestone Payment Eligibility Requirements, and subject to the terms and conditions of the Project Agreement and this Schedule 21.

1.19 “**Milestone Payment Application**” has the meaning set out in Section 2.2(f).

1.20 “**Milestone Payment Eligibility Date Notice**” has the meaning set out in Section 2.2(d).

1.21 “**Milestone Payment Eligibility Requirements**” has the meaning set out in Section 2.2(f).

1.22 “**Milestone Payment Eligibility Threshold Amount**” means \$130,651,572.08, and is reflected on Attachment “A”;

1.23 “**Milestone Payment Eligibility Threshold**” means the threshold point at which the Milestone Payment Eligibility Threshold Amount has been achieved by Project Co in respect of the Project, has been advanced to Project Co either through sources of Equity Capital or by the Lenders under the Lending Agreements, and has been certified by the Independent Certifier in the Milestone Zero Notice.

1.24 “**Milestone Zero**” means the Milestone corresponding to the Milestone Payment Eligibility Date;

1.25 “**Milestone Zero Notice**” means the report issued by the Independent Certifier pursuant to Section 2.2(d)(i) confirming that all requirements for achievement of the Milestone Payment Eligibility Threshold have been fulfilled.

1.26 “**Monthly Progress Report**” has the meaning set out in the Works Schedule and Earned Value Requirements.

1.27 “**Non-Construction Costs**” means all costs, expenses and fees of any nature or type whatsoever (including financing costs, the cost of the Independent Certifier appointed in connection with the Project, but not including Construction Costs) properly incurred by Project Co in respect of the Project as set forth in the Financial Model, as reflected in **column (E)** of **Table A1** for each period reflected thereon and as may be

adjusted in accordance with the calculations set out in Section 2.2 (h) (ii) (B) and reflected in **column (E-1)** of **Table B3**.

1.28 “**Partial Payment**” has the meaning set out in Section 2.2 (h)(ii).

1.29 “**Progress Ratio**” has the meaning set out in Section 2.2(h)(ii)(A).

1.30 “**Project Co Officer Progress/Milestone Payment Certificate**” has the meaning set out in Section 2.2(c).

1.31 “**Public Infrastructure Works Component (Construction Contractor)**” means those portions of the Construction Costs as set out in **column (B)** of **Table A1** or as determined and certified in **column (B)** of **Table B3**.

1.32 “**Request for Payment**” has the meaning set out in Section 2.2(f).

1.33 “**Scheduled Milestone Date**” means the dates set out in the first column of **Table A1**.

1.34 “**Scheduled Milestone Payment Eligibility Date**” means October 31, 2014 and is reflected on Attachment “A”;

1.35 “**Substantial Completion Payment**” means \$82,290,859.00 and is reflected on and may be modified in accordance with the provisions of Attachment “A”;

1.36 “**Table A1**” means the table titled **Table A1: Capitalized Cost of Construction, Milestone Payments and Substantial Completion Payment** set out in Attachment “A”.

1.37 “**Table B1**” means the table titled **Table B1: Extract from Table A1 to current Milestone Payment** in Appendix 1 to Attachment “B”.

1.38 “**Table B2**” means the table titled **Table B2: Request by Project Co for Payment and Calculation of Milestone Payment** in Appendix 1 to Attachment “B”.

1.39 “**Table B3**” means the table titled **Table B3: Certified Costs and Calculation of Actual Milestone Payment** in Appendix 1 to Attachment “B”.

1.40 “**Total Capitalized Cost of Construction**” means \$580,673,653.67 and is reflected on Attachment “A”;

1.41 “**Total Construction Costs**” means the amounts set out in **column (C-1)** of **Table A1**, as determined and certified in **column (C-1)** of **Table B3**.

1.42 “**Works Schedule and Earned Value Requirements**” means the requirements set out in Articles 1 and 19 of Schedule 15-2-*Design and Construction Requirements* to the Output Specifications, including, without limitation, the “Monthly Progress Report” and the status of “Earned Value” and all elements thereof as calculated and presented in accordance with the “Primavera” project portfolio management and accounting software system contemplated in such Article 19.

## 2 MILESTONE PAYMENTS AND SUBSTANTIAL COMPLETION PAYMENT

2.1 The Region covenants and agrees to pay to Project Co:

- (a) the Milestone Payments, and if applicable, Partial Payments, in accordance with the Project Agreement and this Schedule 21; and
- (b) the Substantial Completion Payment in accordance with the Project Agreement and this Schedule 21.

### 2.2 Milestone Payments

- (a) In order to enable the Region and the Independent Certifier to (i) monitor progress of the Design and Construction Works and Public Infrastructure Works, (ii) monitor payments for Construction Costs and Non-Construction Costs, and (iii) receive information necessary to satisfy requirements of the Contribution Agreement Parties, Project Co shall deliver to the Region Representative, the Region Engineer and the Independent Certifier (A) copies of all draw requests, reports, information and documentation supporting or required to be submitted to the Lenders, the Lenders' Technical Advisor and/or the Lenders' Agent, as the case may, in respect of applications for advances, draws, releases of funds or payments by the Lenders under the Lending Agreements in accordance with the Financial Model ("**Lender Advances**"), and (B) any payment or advance confirmations issued by or on behalf of the Lenders to Project Co (the items in (A) and (B) being collectively referred to as "**Lender Advance Confirmations**"). Project Co shall procure from the Lenders or the Lenders' Agent, as part of the Financing and in form and content acceptable to the Region Representative, the right for Project Co to receive and deliver to the Region, the Independent Certifier and the Region Engineer copies of all Lender Advance Confirmations. Project Co shall deliver to the Region Representative, the Region Engineer, the Independent Certifier, copies of all Lender Advance Confirmations within two (2) Business Days following receipt thereof of each Lender Advance by Project Co.
- (b) In accordance with Section 22 of the Project Agreement and the Works Schedule and Earned Value Requirements, Project Co is required to prepare and submit, and the Region is required to review and accept (i) the 6-Month Works Schedule, (ii) the Works Schedule, the (iii) Works Report, and (iv) the Monthly Progress Report which, inter alia, are intended to provide an update to and demonstration of the progress of the Design and Construction Works and Public Infrastructure Works, including any changes to the program, timing and sequence of the Design and Construction Works and Public Infrastructure Works, any delays in the progress of the Design and Construction Works and Public Infrastructure Works and plans to mitigate such delays, and the Earned Value of the Design and Construction Works and Public Infrastructure Works actually achieved to date and in respect of the full or partial completion of Milestones.
- (c) Pursuant to the Financial Model, Project Co has proposed and the Region has accepted the projected costs and payments schedule as reflected in **Table A1**. Every month during the Construction Period prior to the issuance of the Milestone Zero Notice, and thereafter, in conjunction with all Milestone Payment Applications, Project Co shall complete and deliver to

the Region Representative, the Region Engineer and the Independent Certifier a Project Co officer certificate in substantially the form set out in Attachment "C" confirming the information set out therein ("**Project Co Officer Progress/ Milestone Payment Certificate**").

- (d) Once Project Co believes that it has achieved the Milestone Payment Eligibility Threshold, it shall deliver a notice (the "**Milestone Payment Eligibility Date Notice**") to the Region Representative and the Independent Certifier claiming that all requirements necessary to the achievement of the Milestone Payment Eligibility Threshold have been met, and concurrently therewith deliver a Project Co Officer Progress/ Milestone Payment Certificate certifying, among other things, that all Milestone Payment Eligibility Requirements relating to the Milestone Payment Eligibility Threshold (the achievement of Milestone Zero) have been fully satisfied. The Independent Certifier shall, within 5 Business Days of receipt of the Milestone Payment Eligibility Date Notice as aforesaid, review and fully assess the construction progress reports, all other documentation previously submitted and the documentation submitted with the Milestone Payment Eligibility Date Notice and accompanying Project Co Officer Progress/ Milestone Payment Certificate, and provide to the Region a certificate that the value of the "Aggregate of Total Construction Costs" reflected in **column (D) of Table A1** has been achieved or exceeded by Project Co (the "**IC Construction Costs Confirmation Certificate**"). The Region shall, following input from the Region Engineer with respect to Public Infrastructure Works and within 5 Business Days of receipt of the Milestone Payment Eligibility Date Notice, the Project Co Officer Progress/ Milestone Payment Certificate and IC Construction Costs Confirmation Certificate, provide the Independent Certifier and Project Co with the Region's opinion as to whether the Milestone Payment Eligibility Threshold Amount has been achieved by Project Co and, if applicable, any reasons as to why it considers that Project Co has not satisfied all requirements to achieve the Milestone Payment Eligibility Threshold. Within 5 Business Days after Independent Certifier's and Project Co's receipt of the Region's opinion as aforesaid, the Parties shall cause the Independent Certifier to determine whether the requirements to achieve the Milestone Payment Eligibility Threshold have been met, having regard to the opinions of both Project Co and the Region, and to issue to the Region and Project Co either:
- (i) a notice that all requirements to achieve the Milestone Payment Eligibility Threshold (Milestone Zero) have been met by Project Co (a "**Milestone Zero Notice**"); or
  - (ii) a report detailing the matters that the Independent Certifier considers are required to be performed by Project Co to satisfy the requirements to achieve the Milestone Payment Eligibility Threshold.
- (e) Where the Independent Certifier has issued a report in accordance with Section 2.2(d)(ii), Project Co shall, within 5 Business Days after receipt of such report, provide the Independent Certifier, Region Engineer and the Region Representative with a detailed list indicating the rectification actions proposed for all matters raised in the report, together with the schedule for completion of all such rectification actions. Project Co shall perform all such additional rectification actions in a timely manner. Upon completion thereof, Project Co may give a further Milestone Payment Eligibility Date Notice and the requirements of Section 2.2(c) shall be repeated until the Independent Certifier issues the Milestone Zero Notice. The Region

acknowledges that Project Co may share the Milestone Zero Notice with the Lenders' Agent or Lenders' Technical Advisor.

- (f) On each applicable Scheduled Milestone Date, Project Co shall prepare, complete and deliver an application (a “**Milestone Payment Application**”) to the Region Representative, the Region Engineer and the Independent Certifier consisting of (i) a Request for Payment substantially in the form attached as Attachment “B” (“**Request for Payment**”), and (ii) a Project Co Officer Progress/Milestone Payment Certificate which shall certify the progress of the Design and Construction Works and Public Infrastructure Works and satisfaction of all Milestone Payment Eligibility Requirements for the applicable Milestone Payment. The Milestone Payment Application shall have attached to it all documents contemplated in the Request for Payment including, without limitation, the extract of information from **Table A1** into **Table B1** and the calculations set out in **Table B2** applicable to such Milestone Payment (all such deliverables, documents, applications and attachments relating to each Milestone Payment Application, together with the certifications made in the Project Co Officer Progress/Milestone Payment Certificate and all information, documentation and confirmations as may be requested by the Region or the Independent Certifier under this Schedule 21 being collectively referred to herein as the “**Milestone Payment Eligibility Requirements**”). Project Co shall co-operate with the Region Representative and the Independent Certifier to permit the Independent Certifier to review and fully assess all construction progress reports and all other documentation submitted with the Milestone Payment Application. Within 5 Business Days of receipt by the Region of the Milestone Payment Application, the Region shall, following input from the Region Engineer with respect to Public Infrastructure Works, provide Project Co and the Independent Certifier with any comments Region may have with respect to the Milestone Payment Application.
- (g) Within 5 Business Days of the receipt by the Independent Certifier of a duly completed Milestone Payment Application the Independent Certifier shall review the Total Construction Costs component claimed in the Milestone Payment Application and any Region comments received pursuant to Section 2.2(f), shall perform such inquiries, investigations and inspections as are necessary for the Independent Certifier to be able to verify the progress of the Design and Construction Works and Public Infrastructure Works in accordance with the Works Schedule and Earned Value Requirements, and shall certify to the Region (by reflecting same in **column (D)** of **Table B3** and delivering such information to the Region) the Aggregate of Total Construction Costs progressed by Project Co in the applicable Milestone Payment Application as representing Earned Value in accordance with the Works Schedule and Earned Value Requirements (an “**IC Milestone Payment Authorization Certificate**”).
- (h) Within 5 Business Days after the Region's receipt of the IC Milestone Payment Authorization Certificate from the Independent Certifier, and provided that the applicable Milestone Payment Eligibility Requirements for the applicable Milestone Payment have been satisfied, the Region shall calculate pursuant to **Table B3** and, subject to and in accordance with Section 34.1 (c) of the Project Agreement, pay to Project Co in accordance with Section 2.4 the following:
- (i) if the IC Milestone Payment Authorization Certificate certifies that the actual “Aggregate of Total Construction Costs” in **column (D)** of **Table B3** progressed and

certified for a Scheduled Milestone Date accords with the “Aggregate of Total Construction Costs” in **column (D)** of **Table A1** for such Scheduled Milestone Date, and the value of the actual Total Construction Costs in **column (C-1)** for such Scheduled Milestone Date is greater than zero, then the Region shall pay to Project Co the corresponding “Maximum Milestone Payment Amount” in **column (J)** of **Table A1** that corresponds to that Scheduled Milestone Date; or

- (ii) if the IC Milestone Payment Authorization Certificate certifies that the actual “Aggregate of Total Construction Costs” in **column (D)** of **Table B3** progressed and certified for a Scheduled Milestone Date is less than the “Aggregate of Total Construction Costs” in **column (D)** of **Table A1** for such Scheduled Milestone Date, the Region shall pay to Project Co that portion of the applicable Maximum Milestone Payment Amount relating to that Scheduled Milestone Date calculated as follows (a “**Partial Payment**”):
- (A) determine the ratio (the “**Progress Ratio**”) of the actual “Aggregate of Total Construction Costs” certified in the IC Milestone Payment Authorization Certificate as eligible for payment for the applicable Scheduled Milestone Date reflected in **column (D)** of **Table B3** to the “Aggregate of Total Construction Costs” in **column (D)** of **Table A1** for the corresponding Scheduled Milestone Date, (the “**Certified Construction Costs**”);
  - (B) apply that Progress Ratio to the Aggregate of Non-Construction Costs in **column (E-1)** of **Table A1** relating to that Scheduled Milestone Date and reflect such amount in **column (E-1)** of **Table B3**; then calculate the portion of Non-Construction Costs eligible for payment, to appear in **column (E)** of **Table B3**, by subtracting the Aggregate of Non-Construction Costs reflected in **Column (E-1)** of **Table B3** for the previous Milestone Payment from the Aggregate of Non-Construction Costs in **Column (E-1)** of **Table B3** for the current Milestone Payment (the “**Eligible Non-Construction Costs**”);
  - (C) calculate the actual “Aggregate of Maximum Milestone Payments” eligible for payment in **column (I)** of **Table B3** based on the Certified Construction Costs and Eligible Non-Construction Costs determined in accordance with subparagraphs (A) and (B) above; and,
  - (D) deduct from that amount calculated in subparagraph (C) above the “Sum of all Previous Milestone Payments” reflected in **Row (L)** of **Table B3** to arrive at the “Actual Milestone Payment Amount” reflected in **Row (M)** of **Table B3**.

A Partial Payment amount shall be the amount calculated in accordance with subparagraphs 2.2 (h)(ii) (A), (B), (C) and (D) above.

- (i) For greater certainty, (i) should the value of Total Construction Costs in **column (C-1)** of **Table B2** or **Table B3** for any Scheduled Milestone Date be zero, the Eligible Non-Construction Costs eligible for payment for such date in **column (E)** of **Table B3** will also be

zero, and the Aggregate of Non Construction Costs to appear in **column (E-1)** of **Table B3** for that date will be the same amount that appeared in **column (E-1)** of **Table B3** from the immediately preceding Scheduled Milestone Date; (ii) Eligible Non-Construction Costs reflected in **column (E)** of **Table B3** may be zero but shall never be less than zero; (iii) Project Co may not include in a Milestone Payment Application any amount which would result in the “Aggregate of Maximum Milestone Payments” paid or payable to Project Co in accordance with **column (I)** of **Table B3** exceeding the Aggregate of Maximum Milestone Payments set out in **column (I)** of **Table A1** corresponding to such Scheduled Milestone Date; and (iv) that the “Aggregate of Total Capitalized Cost of Construction” in **column (G)** of **Table B3** may exceed the “Aggregate of Maximum Milestone Payments” set out in **column (I)** of **Table B3**, but the Region shall have no obligation to make any payment in excess of the “Aggregate of Maximum Milestone Payments” set out in **column (I)** of **Table B3** for any applicable period.

- (j) Although Project Co will not be entitled to make any further Milestone Payment Applications once the final amount set out in the “Aggregate of Maximum Milestone Payments” in **column (I)** of **Table A1** have been certified for payment in accordance with the provisions of this Schedule 21, in the event that the final amount of the “Aggregate of Maximum Milestone Payments” certified for payment in accordance with **column (I)** of **Table B3** does not exceed the final amount eligible for payment as set out in the “Aggregate of Maximum Milestone Payments” in **column (I)** of **Table A1**, Project Co may make further Requests for Payment (prior to the application for the Substantial Completion Payment) until such time as the Milestone Payment Eligibility Requirements for the final Milestone Payment have been achieved, and the Region shall process such additional Milestone Payment Applications and make such additional Partial Payments in accordance with the provisions of this Schedule 21.
- (k) Project Co covenants and agrees that notwithstanding that Project Co shall not, subject to Section 2.2(j), be entitled to make any further Milestone Payment Applications in accordance with Section 2.2(j) above, Project Co shall nonetheless: (i) carry out the Design and Construction Works and the Public Infrastructure Works and make all payments due and payable to the Construction Contractor and all other Subcontractors in respect of the Design and Construction Works and the Public Infrastructure Works without further payments from the Region other than the Substantial Completion Payment; and (ii) continue to comply with the provisions of the Project Agreement and the CLA including complying with all holdback and trust obligations from its own resources, if necessary, and as required under the CLA.

### 2.3 Substantial Completion Payment

Once Project Co believes that it has satisfied all requirements for Substantial Completion, it shall deliver, in addition to and concurrently with the Substantial Completion Notice contemplated in Section 25.5(b) of the Project Agreement, an application for payment of the Substantial Completion Payment to the Region Representative, the Region Engineer and the Independent Certifier substantially in the form attached as Attachment “D” (the “**Substantial Completion Payment Application**”) which shall certify the satisfaction of all requirements for Substantial Completion and shall have attached to it all documents contemplated in the Substantial Completion Payment Application. Once all of the conditions precedent to the eligibility for payment of the Substantial Completion Payment have been satisfied by Project Co, the Region shall pay or cause to be paid to

Project Co the Substantial Completion Payment in accordance with the provisions of the Project Agreement.

## 2.4 General

- (a) Project Co shall provide direction to the Region as to a bank account with a Schedule 1 Bank in the Region of Waterloo where each Milestone Payment and the Substantial Completion Payment, together with applicable HST, are to be deposited or funded.
- (b) Project Co acknowledges and agrees that payment by the Region of Milestone Payments in accordance with Section 2.2 and the Substantial Completion Payment in accordance with Section 2.4(a) constitutes payment by the Region to Project Co in satisfaction of the Region's obligation to pay Milestone Payments and the Substantial Completion Payment, as applicable, to Project Co under the Project Agreement and in satisfaction of any trust obligation of the Region with respect to such payments under section 7 of the CLA pursuant to section 10 of the CLA.
- (c) Project Co shall provide the Region from time to time forthwith upon request, with such information and documentation as the Region requires, including certification in writing addressed to the Region and the Independent Certifier to demonstrate that the proceeds of the Milestone Payments and the Substantial Completion Payment are being used to pay duly authorized Construction Costs and Non-Construction Costs, to verify that all amounts due and payable in respect of the Construction Costs for the applicable period in excess of the applicable Milestone Payment are being satisfied, and to satisfy all holdback and trust obligations owed to the Construction Contractor and other Subcontractors from time to time under the CLA.
- (d) Notwithstanding anything to the contrary in this Schedule 21 (including, without limitation, satisfaction of the Milestone Payment Eligibility Requirements) and notwithstanding anything to the contrary set forth in the Project Agreement, (i) the quantum of Milestone Payments may be adjusted from time to time by application of Sections 34.12 and 56.5 of the Project Agreement; and (ii) the Region is not obligated to make any payment to Project Co (including for clarity, any Milestone Payments or the Substantial Completion Payment) unless all conditions precedent applicable to such payment under this Schedule 21 have been satisfied by Project Co, and if in connection with the Design and Construction Works or the Public Infrastructure Works, the Region is or becomes aware (1) that a claim for lien under the CLA has been registered against the Lands; or (2) that a notice of lien or claim for lien under the CLA has been made against or in respect of the Lands or the holdbacks required to be maintained under the CLA; or (3) there has been a failure by Project Co or any Project Co Party to comply with the requirements of the CLA, including a failure to satisfy the statutory holdbacks under the CLA in respect of the Design and Construction Works or the Public Infrastructure Works (in each case to the extent that any such liens, claims or failures have been caused by an act or omission of Project Co or any Project Co Party), and provided that no payment from the Region shall be withheld or delayed on the grounds of any liens registered or claimed, where such liens have been duly released, discharged or vacated in accordance with the requirements of the CLA.

- (e) No Milestone Payment or Substantial Completion Payment or partial or entire use or occupancy of the System, the Public Infrastructure or the Lands shall constitute acceptance by the Region of the Design and Construction Works or the Public Infrastructure Works being performed in accordance with the Project Agreement.
- (f) If the Region, acting in good faith, disputes an amount claimed by Project Co in a Milestone Payment Application, any amounts not in dispute shall be eligible for advance and payment by the Region and the process in Section 34.9 of the Project Agreement shall apply to the amounts in dispute.
- (g) For clarity, Sections 34.1, 34.6(h), 34.7, 34.9, 34.10, 34.11, 34.12, 34.13 and 34.14 of the Project Agreement apply to Milestone Payments and the Substantial Completion Payment.

ATTACHMENT “A”

Table A1: Capitalized Cost of Construction, Milestone Payments and Substantial Completion Payment

Milestone Number	Date (from Construction Start till end of Construction)	Milestone Number	MFIPPA Section 10(1)					
			(F) Period Total Capitalized Cost of Construction	(G) Aggregate of Total Capitalized Cost of Construction	(H) Aggregate of Costs Eligible for Milestone Payments	(I) Aggregate of Maximum Milestone Payments	(J) Maximum Milestone Payment Amount	(K) Substantial Completion Payment*
	April 30, 2014		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	May 31, 2014		\$ 60,302,356.14	\$ 60,302,356.14	\$ -	\$ -	\$ -	\$ -
	June 30, 2014		\$ 23,066,134.08	\$ 83,368,490.22	\$ -	\$ -	\$ -	\$ -
	July 31, 2014		\$ 11,994,437.81	\$ 95,362,928.03	\$ -	\$ -	\$ -	\$ -
	August 31, 2014		\$ 12,203,599.08	\$ 107,566,527.11	\$ -	\$ -	\$ -	\$ -
	September 30, 2014		\$ 17,881,173.22	\$ 125,447,700.33	\$ -	\$ -	\$ -	\$ -
0	October 31, 2014	Milestone 0	\$ 14,448,981.65	\$ 139,896,681.98	\$ 9,245,109.90	\$ 7,858,343.42	\$ 7,858,343.42	\$ -
1	November 30, 2014	Milestone 1	\$ 14,889,529.70	\$ 154,786,211.68	\$ 24,134,639.60	\$ 20,514,443.66	\$ 12,656,100.24	\$ -
2	December 31, 2014	Milestone 2	\$ 14,864,342.61	\$ 169,650,554.28	\$ 38,998,982.21	\$ 33,149,134.88	\$ 12,634,691.22	\$ -
3	January 31, 2015	Milestone 3	\$ 17,754,130.14	\$ 187,404,684.43	\$ 56,753,112.35	\$ 48,240,145.50	\$ 15,091,010.62	\$ -
4	February 28, 2015	Milestone 4	\$ 27,327,014.58	\$ 214,731,699.01	\$ 84,080,126.93	\$ 71,468,107.89	\$ 23,227,962.39	\$ -
5	March 31, 2015	Milestone 5	\$ 28,039,760.07	\$ 242,771,459.08	\$ 112,119,887.01	\$ 95,301,903.96	\$ 23,833,796.06	\$ -
6	April 30, 2015	Milestone 6	\$ 34,830,486.29	\$ 277,601,945.37	\$ 146,950,373.29	\$ 124,907,817.30	\$ 29,605,913.34	\$ -
7	May 31, 2015	Milestone 7	\$ 30,574,208.55	\$ 308,176,153.92	\$ 177,524,581.84	\$ 150,895,894.56	\$ 25,988,077.27	\$ -
8	June 30, 2015	Milestone 8	\$ 30,710,177.20	\$ 338,886,331.12	\$ 208,234,759.04	\$ 176,999,545.19	\$ 26,103,650.62	\$ -
9	July 31, 2015	Milestone 9	\$ 28,453,577.73	\$ 367,339,908.85	\$ 226,688,336.77	\$ 201,185,086.26	\$ 24,185,541.07	\$ -
10	August 31, 2015	Milestone 10	\$ 21,489,074.88	\$ 388,828,983.73	\$ 258,177,411.65	\$ 219,450,799.91	\$ 18,265,713.65	\$ -
11	September 30, 2015	Milestone 11	\$ 20,010,992.75	\$ 408,839,976.48	\$ 278,188,404.41	\$ 236,460,143.74	\$ 17,009,343.84	\$ -
12	October 31, 2015	Milestone 12	\$ 20,550,231.85	\$ 429,390,208.33	\$ 298,738,636.25	\$ 253,927,840.81	\$ 17,467,697.07	\$ -
13	November 30, 2015	Milestone 13	\$ 19,517,705.46	\$ 448,907,913.79	\$ 318,256,341.71	\$ 270,517,890.46	\$ 16,590,049.64	\$ -
14	December 31, 2015	Milestone 14	\$ 9,021,358.76	\$ 457,929,272.55	\$ 327,277,700.47	\$ 278,186,045.40	\$ 7,668,154.94	\$ -
15	January 31, 2016	Milestone 15	\$ 11,749,892.30	\$ 469,679,164.85	\$ 339,027,592.77	\$ 288,173,453.86	\$ 9,987,408.46	\$ -
16	February 29, 2016	Milestone 16	\$ 8,826,574.77	\$ 478,505,739.62	\$ 347,854,167.54	\$ 295,676,042.41	\$ 7,502,588.55	\$ -
17	March 31, 2016	Milestone 17	\$ 13,914,123.52	\$ 492,419,863.14	\$ 361,768,291.06	\$ 307,503,047.40	\$ 11,827,004.99	\$ -
18	April 30, 2016	Milestone 18	\$ 11,558,880.91	\$ 503,978,744.04	\$ 373,327,171.97	\$ 317,328,096.17	\$ 9,825,048.77	\$ -
19	May 31, 2016	Milestone 19	\$ 6,891,331.03	\$ 510,870,075.07	\$ 380,218,503.00	\$ 323,185,727.55	\$ 5,857,631.37	\$ -
20	June 30, 2016	Milestone 20	\$ 6,623,071.59	\$ 517,493,146.66	\$ 386,841,574.59	\$ 328,815,338.40	\$ 5,629,610.85	\$ -
21	July 31, 2016	Milestone 21	\$ 4,459,755.15	\$ 521,952,901.81	\$ 391,301,329.74	\$ 332,606,130.28	\$ 3,790,791.88	\$ -
22	August 31, 2016	Milestone 22	\$ 5,978,699.50	\$ 527,931,601.31	\$ 397,280,029.24	\$ 337,688,024.85	\$ 5,081,894.58	\$ -
23	September 30, 2016	Milestone 23	\$ 7,500,147.70	\$ 535,431,749.02	\$ 404,780,176.94	\$ 344,063,150.40	\$ 6,375,125.55	\$ -
24	October 31, 2016	Milestone 24	\$ 3,743,338.08	\$ 539,175,087.10	\$ 408,523,515.03	\$ 347,244,987.77	\$ 3,181,837.37	\$ -
25	November 30, 2016	Milestone 25	\$ 4,552,700.51	\$ 543,727,787.61	\$ 413,076,215.54	\$ 351,114,783.20	\$ 3,869,795.43	\$ -
26	December 31, 2016	Milestone 26	\$ 3,667,779.60	\$ 547,395,567.21	\$ 416,743,995.14	\$ 354,232,395.87	\$ 3,117,612.66	\$ -
27	January 31, 2017	Milestone 27	\$ 3,557,198.76	\$ 550,952,765.97	\$ 420,301,193.89	\$ 357,256,014.81	\$ 3,023,618.94	\$ -
28	February 28, 2017	Milestone 28	\$ 1,286,911.43	\$ 552,239,677.39	\$ 421,588,105.32	\$ 358,349,889.52	\$ 1,093,874.71	\$ -
29	March 31, 2017	Milestone 29	\$ 4,660,120.80	\$ 556,899,798.19	\$ 426,248,226.11	\$ 362,310,992.20	\$ 3,961,102.68	\$ -
30	April 30, 2017	Milestone 30	\$ 1,534,219.35	\$ 558,434,017.54	\$ 427,782,445.46	\$ 363,615,078.64	\$ 1,304,086.45	\$ -
31	May 31, 2017	Milestone 31	\$ 2,351,970.22	\$ 560,785,987.76	\$ 430,134,415.68	\$ 365,614,253.33	\$ 1,999,174.68	\$ -
32	June 30, 2017	Milestone 32	\$ 2,490,552.07	\$ 563,276,539.83	\$ 432,624,967.76	\$ 367,731,222.59	\$ 2,116,969.26	\$ -
33	July 31, 2017	Milestone 33	\$ 17,397,113.84	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ 82,290,859.00
	August 31, 2017		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	September 30, 2017		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	October 31, 2017		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	November 30, 2017		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	December 31, 2017		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	January 31, 2018		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	February 28, 2018		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	March 31, 2018		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
	April 30, 2018		\$ -	\$ 580,673,653.67	\$ 450,022,081.59	\$ -	\$ -	\$ -
Total			\$580,673,653.67	\$580,673,653.67	\$450,022,081.59	\$ -	\$ -	\$ -

Total Capitalized Cost of Constructi

Milestone Payment Eligibility Threshold Amount is \$130,651,572.08

Substantial Completion Payment is \$82,290,859.00

*\*In the event that the final line item in the Aggregate of Maximum Milestone Payments in column (I) of Table B2 does not equal the final line item in the Aggregate of Maximum Milestone Payments in column (I) of Table A1 at Substantial Completion, the difference will be adjusted in the Substantial Completion Payment*

**ATTACHMENT “B”**

**Request for Payment**

<b>TO: The Region of Waterloo (“Region”), AND TO: [Independent Certifier]</b>	<b>BY: [Project Co Name] (“Project Co”)</b>
<b>Milestone Payment No:</b>	<b>Project: ROW Stage 1 Light Rail Project (“Project”)</b>
<b>Date: [Date]</b>	<b>Project Agreement dated _____ (“Project Agreement”)</b>

1. Project Co hereby makes application for payment in the amount of \_\_\_\_\_ [insert amount in words] Dollars (\$[insert amount in numbers]) which satisfies/ relates to Milestone No. \_\_ in **Table A1**. This payment is for Construction Costs and Non-Construction Costs incurred in respect of the Project pursuant to the terms of the Project Agreement and Schedule 21 thereto. Capitalized terms used and not defined herein shall have the same meaning given to them in the Project Agreement. Project Co acknowledges that this Request for Payment and the documents accompanying this Request for Payment may be provided to Contribution Agreement Parties in accordance with the Project Agreement.
2. Attached to this Request for Payment is a Project Co Officer Progress/Milestone Payment Certificate in respect of this Milestone No. \_\_\_;
3. The period for which this Request for Payment is: \_\_\_\_\_. The Date and the amount set out in paragraph 1 above corresponds to the date and amount set forth under **column (I)** in **Table A1** for the relevant Scheduled Milestone Date set out in **Table A1**. [If the date and amount do not correspond to **Table A1** (ie, a Partial Payment has previously been made or a Partial Payment is being requested), provide explanation and justification]. The Aggregate of Maximum Milestone Payments previously paid by the Region is: \$ \_\_\_\_\_
4. Project Co hereby certifies that the progress of the Design and Construction Works and Public Infrastructure Works qualifies Project Co for the Milestone Payment being requested herein. In respect of the Non-Construction Costs being claimed herein, Project Co certifies that the applicable portion of the Milestone Payment being requested herein is for payment of Non-Construction Costs incurred and paid or payable by Project Co in respect of the Project.
5. Attached hereto as Appendix “1” is **Table B1** (an extract from **Table A1** relating to the current Milestone Payment) and **Table B2**, being a breakdown of the Requested Milestone Payment Amount set out above into components reflecting, among other things: (1) Construction Costs- LRT System Works Component (Construction Contractor), (2) Construction Costs- Public Infrastructure Works Component (Construction Contractor), (3) Construction Costs (Project Co General Conditions Costs), (4) Non-Construction Costs, and (5) the calculations set out in columns (D), (F), (G), (H) and (I) and Rows (L) and (M) relating to this Request for Payment.

6. Attached hereto as Appendix “2” is a copy of any PIW Payment Certificates and Public Infrastructure Works Acceptance Certificates that relate to any Public Infrastructure Works Component forming part of the Aggregate of Maximum Milestone Payment being claimed in this Request for Payment.
7. Attached hereto as Appendix “3” is a summary of all Lender Advance Confirmations for the period covered by this Request for Payment.
8. Attached hereto as Appendix “4” is a current Workplace Safety and Insurance Board Clearance Certificate for Project Co evidencing full compliance by [Project Co/Construction Contractor] with the requirements of the Workplace Safety and Insurance Act, 1997 (Ontario), as amended.
9. Attached hereto as Appendix “5” is a Statutory Declaration by Project Co on CCDC Form 9A (2001) evidencing compliance by Project Co with the holdback requirements of the CLA.
10. **[NTD: at least every 6 months after Commercial Close]** Attached hereto as Appendix “6” is (i) a sub-search of the title to the Non-Region Owned Lands against which a claim for lien under the CLA could be registered, and (ii) copies of correspondence from Owners of Non-Region Owned Lands advising that no notice of lien or claims for lien under the CLA in respect of the Design and Construction Works and the Public Infrastructure Works have been received.

The information and calculations contained herein and on the attachments hereto are certified to be true, accurate and complete.

Dated at [City], [Province] this [day] day of [month], 20 [ ].

**[Project Co]**

per: \_\_\_\_\_

Appendix “1”

**Table B1: Extract from Table A1 to current Milestone Payment**

Scheduled Milestone Date		(A)	(B)	(C)	(C-1)	(D)	(E)	(E-1)	(F)	(G)	(H)	(I)	(J)	(K)
Date (from Construction Start till end of Construction )	Milestone Number	Construction Costs- LRT System Works Component (Construction Contractor)	Construction Costs- Public Infrastructure Works Component (Construction Contractor)	Construction Costs (Project Co General Condition Costs)	Total Construction Costs	Aggregate of Total Construction Costs	Non-Construction Costs	Aggregate of Non-Construction Costs	Period Total Capitalized Cost of Construction	Aggregate of Total Capitalized Cost of Construction	Aggregate of Costs Eligible for Milestone Payments	Aggregate of Maximum Milestone Payments	Maximum Milestone Payment Amount	Substantial Completion Payment

**Table B2: Request by Project Co for Payment and Calculation of Milestone Payment**

		(A)	(B)	(C)	(C-1)	(D)	(E)	(E-1)	(F)	(G)	(H)	(I)	(K)
Date	Milestone Number	Construction Costs- LRT System Works Component (Construction Contractor)	Construction Costs- Public Infrastructure Works Component (Construction Contractor)	Construction Costs (Project Co General Condition Costs)	Total Construction Costs	Aggregate of Total Construction Costs	Non-Construction Costs	Aggregate of Non-Construction Costs	Period Total Capitalized Cost of Construction	Aggregate of Total Capitalized Cost of Construction	Aggregate of Costs Eligible for Milestone Payments	Aggregate of Maximum Milestone Payments	Substantial Completion Payment
Current Milestone	Actuals	As calculated by Project Co	As calculated by Project Co	As calculated by Project Co	As calculated by Project Co	As calculated by Project Co	Difference between last period <b>Table B3 Column (E-1)</b> amount and this period <b>Table B2 Column (E-1)</b> amount*	Pro-rata amount (Progress Ratio times amount in Column (E-1) of Table A1)	As calculated by Project Co	As calculated by Project Co	As calculated by Project Co	Lesser of Column (I) in Table A1 and Column (I) in Table B2	Actuals
<b>Sum of all previous Milestones Payments Row (L)</b>													
<b>Requested Milestone Payment Amount (Row M) (Column (I) less Row (L))</b>													

*\*Note: if the value in (C-1) for this period is 0, then the value in (E) must also be 0; the value in (E) can be 0 but not less than 0*

**Table B3: Certified Costs and Calculation of Actual Milestone Payment**

*(To be completed by the Region once IC has certified Total Construction Costs)*

		(A)	(B)	(C)	(C-1)	(D)	(E)	(E-1)	(F)	(G)	(H)	(I)	(K)
Date	Milestone Number	Construction Costs - LRT System Works Component (Construction Contractor)	Construction Costs - Public Infrastructure Works Component (Construction Contractor)	Construction Costs (Project Co General Condition Costs)	Total Construction Costs	Aggregate of Total Construction Costs	Non-Construction Costs	Aggregate of Non-Construction Costs	Period Total Capitalized Cost of Construction	Aggregate of Total Capitalized Cost of Construction	Aggregate of Costs Eligible for Milestone Payments	Aggregate of Maximum Milestone Payments	Substantial Completion Payment
Current Milestone	Actuals	Actuals – as certified by IC	Actuals – as certified by IC	Actuals – as certified by IC	Actuals	Actuals	Difference between last period <b>Table B3 Column (E-1)</b> amount and this period <b>Table B3 Column (E-1)</b> amount*	Pro-rata amount (Progress Ratio times amount in Column (E-1) of Table A1)	Actuals	Actuals	Actuals	Lesser of Column I in Table A1 and Column (I) in Table B2	Actuals
<b>Sum of all previous Milestones Payments Row (L)</b>													
<b>Actual Milestone Payment Amount (Row M) (Column (I) less Row (L))</b>													

*\*Note: if the value in (C-1) for this period is 0, then the value in (E) must also be 0; the value in (E) can be 0 but not less than 0*

Appendix “2”

Copies of any PIW Payment Certificates and Public Infrastructure Works Acceptance Certificates for the Period

Appendix “3”

Summary of any Lender Advance Confirmations for the Period

Appendix “4”

Current Workplace Safety and Insurance Board Clearance Certificate

Appendix “5”

Statutory Declaration by Project Co on CCDC Form 9A (2001)

Appendix “6”

Sub-search of the title to the Non-Region Owned Lands and copies of correspondence from Owners of Non-Region Owned Lands confirming no Claims for Lien under the CLA

ATTACHMENT “C”

Project Co Officer Progress/Milestone Payment Certificate

<b>TO: The Region of Waterloo (“Region”), AND TO: [Independent Certifier]</b>	<b>BY: [Project Co Name] (“Project Co”)</b>
<b>Progress Certificate/Milestone Payment No: _____</b>	<b>Project: ROW Stage 1 Light Rail Project (“Project”)</b>
<b>Date: [Date]</b>	<b>Project Agreement dated _____ (“Project Agreement”)</b>
	<b>Request for Payment dated _____ (“Request for Payment”)</b>

I, \_\_\_\_\_, the [insert title] of [Project Co] hereby certify for and on behalf of Project Co, intending that the same be relied upon by the Region and the Independent Certifier without further enquiry as of \_\_\_\_\_ [insert date] that:

1. I am a duly authorized [signing officer of][signatory for] Project Co, am familiar with the provisions of Project Agreement, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Project Co in certifying the information set out below. Terms defined in the Project Agreement have the same meanings when used in this certificate.
2. Project Co has performed, satisfied and is in material compliance with all of its material obligations under the Project Agreement and the other Project Documents.
3. Project Co is in compliance with all of its material obligations under the Construction Contract, including those in respect of payments owed to the Construction Contractor on or before the date of the Request for Payment to which this Certificate is attached.
4. Project Co has available to it sufficient funds to achieve Substantial Completion in accordance with the Project Agreement.
5. [for periods prior to Milestone Payment Eligibility Date: Attached hereto as Appendix 1 is a copy of all Lender Advance Confirmations, PIW Payment Certificates and Public Infrastructure Works Acceptance Certificates not previously submitted relating to Total Capitalized Cost of Construction incurred and paid prior to the Milestone Payment Eligibility Date.] All funds received and disbursed by Project Co in connection with the Project prior to the date of this Certificate have been solely in respect of the payment of Construction Costs and the Non-Construction Costs properly due and payable.

6. [The Milestone Payment Eligibility Threshold has been achieved]/ [The Scheduled Milestone Payment Eligibility Date (which may not be any earlier than the original Scheduled Milestone Payment Eligibility Date) will be achieved] in accordance with the requirements of the Project Agreement. All Milestone Payment Eligibility Requirements that are required to have been performed and satisfied prior to the date of this Certificate have been performed and satisfied.
7. The Requested Milestone Payment Amount (or Partial Payment, as applicable) to which this Certificate is attached does not exceed the Aggregate of Maximum Milestone Payments applicable to the period to which this Certificate applies.
8. Project Co has complied with all requirement of applicable law in connection with the Project and the Design and Construction Works and Public Infrastructure Works, including without limitation, all requirements under the Workplace Safety and Insurance Act and the CLA. No claims for lien or notices of lien under the CLA have been received by Project Co or any Project Co Party which have not been duly released, discharged or vacated in accordance with the requirements of the CLA. [if applicable] [Any notice of lien or claim for lien identified in paragraph 10 of the Request for Payment to which this Certificate is attached has been released, discharged or vacated in accordance with the requirements of the CLA].

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appendix 1

Copies of any Lender Advance Confirmations, PIW Payment Certificates and Public Infrastructure Works Acceptance Certificates (before Milestone Payment Eligibility Date)

ATTACHMENT “D”

Substantial Completion Payment Application

<b>TO: The Region of Waterloo (“Region”),</b> <b>AND TO: [Independent Certifier]</b>	<b>BY: [Project Co Name]</b> <span style="float: right;"><b>(“Project Co”)</b></span>
<b>Substantial Completion Payment Application</b>	<b>Project: ROW Stage 1 Light Rail Project</b> <span style="float: right;"><b>(“Project”)</b></span>
<b>Date: [Date]</b>	<b>Project Agreement dated _____</b> <span style="float: right;"><b>(“Project Agreement”)</b></span>

1. Project Co hereby makes application for the Substantial Completion Payment in the amount of [**insert amount in words**] Dollars (\$[**insert amount in numbers**]) pursuant to the terms of Section 25.5 of the Project Agreement and Schedule 21 to the Project Agreement. Capitalized terms used and not defined herein shall have the same meaning given to them in the Project Agreement. Project Co acknowledges that this Substantial Completion Payment Application and the documents accompanying this Substantial Completion Payment Application may be provided to Contribution Agreement Parties in accordance with the Project Agreement.
2. Project Co has certified to the Region that all requirements for Substantial Completion and all conditions for issuance of the Substantial Completion Certificate have been satisfied, and has performed all requirements and provided all assurances and documents set out in the definition of “Substantial Completion” in the Project Agreement.
3. Attached hereto as Appendix “1” is a breakdown of the amount of the Substantial Completion Payment set out above into components reflecting: (1) the Substantial Completion Payment- LRT System Works Component (Construction Contractor), (2) the Substantial Completion Payment- Public Infrastructure Works Component (Construction Contractor), (3) Substantial Completion Payment (Project Co General Conditions Costs), and (4) the Substantial Completion Payment- Non-Construction Costs.
4. Project Co is in compliance with all of its material obligations under the Construction Contract, including those in respect of payments owed to the Construction Contractor on or before the date of this Substantial Completion Payment Application.
5. Project Co has complied with all requirement of applicable law in connection with the Project and the Design and Construction Works and Public Infrastructure Works, including without limitation, all requirements under the Workplace Safety and Insurance Act and the CLA. No claims for lien or notices of lien under the CLA have been

received by Project Co or any Project Co Party which have not been duly released, discharged or vacated in accordance with the requirements of the CLA.

6. Attached hereto as Appendix “2” is a current Workplace Safety and Insurance Board Clearance Certificate for Project Co evidencing full compliance by [Project Co/Construction Contractor] with the requirements of the Workplace Safety and Insurance Act, 1997 (Ontario), as amended.
  
7. Attached hereto as Appendix “3” is a Statutory Declaration by Project Co on CCDC Form 9A (2001) evidencing compliance by Project Co with the holdback requirements of the CLA.
  
8. Attached hereto as Appendix “4” is a sub-search of the title to the Non-Region Owned Lands against which a claim for lien under the CLA could be registered, and copies of correspondence from Owners of Non-Region Owned Lands. [if applicable] [Any notice of lien or claim for lien identified in such Appendix “4” has been released, discharged or vacated in accordance with the requirements of the CLA.]

The information and calculations contained herein and on the attachments hereto are certified to be true, accurate and complete.

Dated at [City], [Province] this [day] day of [month], 20 [ ].

**[Project Co]**

per: \_\_\_\_\_

Appendix 1

**Substantial Completion Payment Schedule**

(N)	(O)	(P)	(Q)	(R)	(S)
<b>Scheduled Substantial Completion Date</b>	<b>Substantial Completion Payment – LRT System Works Component (Construction Contractor)</b>	<b>Substantial Completion Payment – Public Infrastructure Works Component (Construction Contractor)</b>	<b>Substantial Completion Payment – (Project Co General Conditions Costs)</b>	<b>Substantial Completion Payment – Non-Construction Costs</b>	<b>Substantial Completion Payment</b>
As per the Financial Model	As per the Financial Model	As per the Financial Model	As per the Financial Model	As per the Financial Model	(O) + (P) + (Q) + (R)

*\*In the event that the final line item in the Aggregate of Maximum Milestone Payments in column (I) of Table B2 does not equal the final line item in the Aggregate of Maximum Milestone Payments in column (I) of Table A1 at Substantial Completion, the difference will be adjusted in the Substantial Completion Payment*

Appendix 2

Workplace Safety and Insurance Board Clearance Certificate

Appendix 3

Statutory Declaration by Project Co on CCDC Form 9A (2001)

Appendix 4

Sub-search of the title to the Non-Region Owned Lands