

SCHEDULE 45

BELFAST MSF EXPANSION DBF SCHEDULE

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

- (a) This Belfast MSF Expansion DBF Schedule (this “**Schedule**”) shall be interpreted in accordance with Appendix 1 – Definitions and Interpretation. Capitalized terms used in this Schedule which are not defined in Appendix 1 shall have the meanings ascribed to them in the Project Agreement.
- (b) This Schedule is comprised of the provisions of Articles 1 to 52 inclusive and the following documents, all of which are incorporated by reference into and form part of this Schedule.

| Appendix | Description |
|--------------------------|--|
| Appendix 1 | - Definitions and Interpretation |
| Appendix 2 | - Completion Documents |
| Appendix 4 | - Lenders’ Direct Agreement |
| Appendix 4B | - Borrower Lenders’ Direct Agreement |
| Appendix 5 | - Contractor’s Direct Agreement |
| Appendix 6 | - Amendment to the Independent Certifier Agreement |
| Appendix 9 | - Belfast MSF Expansion Key Individuals |
| Appendix 10 | - Review Procedure |
| Appendix 11 | - Quality Management |
| Appendix 14 | - Commissioning |
| Appendix 15- 2 Part 6 | - Belfast MSF Expansion Output Specifications |
| Appendix 16 | - See Schedule 16 – Title Encumbrances to the Project Agreement |
| Appendix 17 | - Environmental Obligations |
| Appendix 18 | - See Schedule 18 – Communications and Public Consultation Protocol to the Project Agreement |

| Appendix | Description |
|-----------------|---|
| Appendix 21 | - Construction Payments |
| Appendix 22 | - See Schedule 22 – Variation Procedure to the Project Agreement |
| Appendix 23 | - Compensation on Termination |
| Appendix 25 | - Insurance and Performance Security Requirements |
| Appendix 26 | - Record Provisions |
| Appendix 27 | - See Schedule 27 – Dispute Resolution Procedure to the Project Agreement |
| Appendix 28 | - Refinancing |
| Appendix 30 | - Amended and Restated Insurance Trust Agreement |
| Appendix 31 | - Project Co Information |
| Appendix 33 | - Works Reports |
| Appendix 41 | - See Schedule 41 - Intellectual Property to the Project Agreement |

- (c) The documents comprising this Schedule are complementary and what is called for by any one of them shall be interpreted as if called for by all, except in the event of ambiguities, conflicts or inconsistencies, in which case Section 1.3 [1.2] shall apply.
- (d) Intentionally Deleted.
- (e) Unless it is specifically provided that a consent, approval or satisfaction is in the Discretion of the City, no consent, approval or satisfaction of the City or the City Representative shall be unreasonably withheld or delayed.
- (f) Unless it is specifically provided that a consent, approval or satisfaction is in the discretion of Project Co, no consent, approval or satisfaction of Project Co or the Project Co Representative shall be unreasonably withheld or delayed.
- (g) Whenever this Schedule refers to a provision or a Schedule to the Project Agreement being applied *mutatis mutandis*, this shall mean that the applicable provisions of the Project Agreement shall be read and construed with all appropriate changes, including where a defined term in the Project Agreement is used in this Schedule with the words “Belfast MSF Expansion” in front of it, using the defined term from this Schedule.
- (h) Article and section references in this Schedule indicated by square brackets are references to substantially equivalent articles and sections, as the case may be, as set out in the

Project Agreement, and are inserted herein for convenience and identification purposes only. Such references shall not affect the interpretation or construction of this Schedule.

1.2 Early Works

- (a) The Parties acknowledge that Project Co started work on the Belfast MSF Expansion Project in advance of the execution of the Belfast MSF Expansion Variation Confirmation and agree that all work completed by Project Co under Early Works Packages 1, 2, 3, 4 and 5, as directed in Variation Directives ●, shall be treated as part of the Belfast MSF Expansion Works and shall be deemed to have been completed under this Schedule and the terms of the Variation Directives themselves.
- (b) The Parties agrees that Project Co has received payment of \$ from the City in respect of work carried out under Early Works Packages 1, 2 and 3 and will receive payment of \$ in respect of work carried out under Early Works Packages 4, and 5 and that the amounts payable by the City under this Schedule have taken such amounts into account and shall not be reduced as a result of such payments; provided however such amounts shall not count toward the achievement of Initial Capital Investment. For clarity, the amounts to be paid under Early Works Packages 4 and 5 will be paid pursuant to the terms of such Early Works Packages and not pursuant to the terms of this Schedule(including Appendix 21).

1.3 Conflict of Terms of this Schedule

- (a) In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Schedule, the provisions shall govern in the following order of precedence with each taking precedence over those listed subsequently:
 - (i) the provisions of amendments in writing to this Schedule (if any) signed by the Parties and Variation Confirmations shall govern and take precedence only over the specific provisions of this Schedule expressly amended thereby;
 - (ii) any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
 - (iii) the body of this Schedule;
 - (iv) Appendix 1 – Definitions and Interpretation;
 - (v) Schedule 27 - Dispute Resolution Procedure to the Project Agreement;
 - (vi) Appendix 21 - Construction Payments;
 - (vii) Appendix 15-2 Part 6 - Belfast MSF Expansion Output Specifications;
 - (viii) Appendix 17 - Environmental Obligations;

- (ix) Appendix 25 - Insurance and Performance Security Requirements;
 - (x) Schedule 22- Variation Procedure to the Project Agreement;
 - (xi) Appendix 10 - Review Procedure;
 - (xii) Appendix 14 - Commissioning;
 - (xiii) Appendix 11 - Quality Management;
 - (xiv) Appendix 28 - Refinancing;
 - (xv) Appendix 23 - Compensation on Termination;
 - (xvi) Appendix 26 - Record Provisions; and
 - (xvii) the other Appendices and Schedules to the Project Agreement in the order in which they are listed in Section 1.1(b).
- (b) Subject to Section 1.3(a) [1.2(a)], if the ambiguity, conflict or inconsistency between or among any of the provisions of this Schedule is between a provision of general application and a provision that applies only to a specific part of the Belfast MSF Expansion Project Scope, the provision that applies to the specific part of the Belfast MSF Expansion Project Scope shall govern for that specific part of the Belfast MSF Expansion Project Scope.
- (c) If any ambiguity, conflict or inconsistency between or among any of the provisions of this Schedule is not readily resolved by the foregoing provisions of this Section 1.3 [1.2], then Project Co or the City, upon discovery of same, shall immediately give notice to the City Representative. The City Representative shall, within 10 Business Days after such notice, make a determination of which provision governs and give notice of such determination, in writing, to Project Co.
- (d) The City and Project Co shall comply with the determination of the City Representative pursuant to this Section 1.3 [1.2] unless the City or Project Co disputes the decision of the City Representative in which event such Dispute may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure to the Project Agreement.

1.4 Conflict of Documents

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this Schedule and the Belfast MSF Expansion Lenders' Direct Agreement, the Belfast MSF Expansion Lenders' Direct Agreement shall prevail. Notwithstanding the foregoing, if there is any right or remedy in favour of the City set out in the Belfast MSF Expansion Lenders' Direct Agreement or any part thereof which is not set out or provided for in this Schedule, such additional right or remedy shall not constitute an ambiguity, conflict or inconsistency.

1.5 Finco

- (a) The City acknowledges that Project Co has subcontracted substantially all of its rights and obligations under this Schedule to Finco. The City agrees that Finco may act on behalf of Project Co and in Project Co's name under this Schedule.

2. BELFAST MSF EXPANSION COMMERCIAL CLOSE AND BELFAST MSF EXPANSION FINANCIAL CLOSE [ARTICLE 2]**2.1 Effective Date [Section 2.1]**

- (a) The provisions of this Schedule will come into effect on Belfast MSF Expansion Commercial Close.

2.2 Belfast MSF Expansion Financial Close [Section 2.3]

- (a) On or before the Belfast MSF Expansion Financial Close Date:
- (i) Project Co shall deliver to the City the documents referred to in Section 1 of Appendix 2 – Completion Documents; and
 - (ii) The City shall deliver to Project Co the documents referred to in Section 2 of Appendix 2 – Completion Documents.
- (b) Intentionally deleted.
- (c) Intentionally deleted.
- (d) Intentionally deleted.

2.3 Conditions to Belfast MSF Expansion Financial Close [Section 2.5]

- (a) Conditions for the Benefit of the City

The obligation of the City to complete the Belfast MSF Expansion Financial Close shall be subject to fulfilment of the following conditions on or before the Belfast MSF Expansion Financial Close Date:

- (i) Obligations of Project Co

On Belfast MSF Expansion Financial Close, all of the covenants and obligations of this Schedule to be complied with or performed by Project Co on or before the Belfast MSF Expansion Financial Close Date shall have been complied with or performed in all material respects.

- (ii) Representations and Warranties of Project Co

On Belfast MSF Expansion Financial Close, the representations or warranties of Project Co set out in Section 4.1 [5.1] shall be true and accurate in all material

respects and Project Co shall have delivered to the City a certificate of Project Co signed by a senior officer of Project Co without personal liability, having knowledge of the matters certified therein with respect thereto (the “**Project Co Belfast MSF Expansion Certificate**”).

(iii) Project Co Belfast MSF Expansion Event of Default

On Belfast MSF Expansion Financial Close, there shall be no Project Co Belfast MSF Expansion Event of Default, nor shall there be any breach of this Schedule by Project Co or any other matter which has occurred which, if not cured, shall result in a Project Co Belfast MSF Expansion Event of Default.

(iv) Completion Documents

On Belfast MSF Expansion Financial Close, the City shall be satisfied with the forms of the Belfast MSF Expansion Completion Documents to be delivered by Project Co referred to in Section 1 of Appendix 2 – Completion Documents.

The conditions set forth in this Section 2.3(a) [2.5(a)] are for the sole benefit of the City and may be waived in whole or in part by the City by notice to Project Co.

(b) Mutual Conditions

The obligation of the City and Project Co to complete the Belfast MSF Expansion Financial Close shall be subject to fulfilment of the following conditions:

- (i) confirmation by the City that no amendment is required to the Environment Assessment or EA Approvals as a result of the Belfast MSF Expansion Works; and
- (ii) no injunction or restraining order or other decision or order of a court or Relevant Authority of competent jurisdiction being in effect on Belfast MSF Expansion Financial Close which prohibits, restrains, limits or imposes conditions having a material adverse effect on the obligations or liabilities of either of the Parties, or the transactions contemplated by this Schedule.

If any of the foregoing conditions are not performed or fulfilled on or before 5:00 p.m. on September 19, 2017, either the City or Project Co may terminate this Schedule, in which event this Schedule shall be terminated and the Parties shall have no further obligations or liabilities to each other under this Schedule.

3. SCOPE OF BELFAST MSF EXPANSION DBF SCHEDULE [ARTICLE 3]**3.1 Project Co Undertaking [Section 3.1]**

- (a) Project Co shall undertake the Belfast MSF Expansion Project and perform the activities within the Belfast MSF Expansion Project Scope in accordance with and subject to the provisions of this Schedule.

4. REPRESENTATIONS AND WARRANTIES [ARTICLE 5]**4.1 Project Co Representations and Warranties [Section 5.1]**

- (a) Project Co represents and warrants to the City that as of Belfast MSF Expansion Commercial Close:
- (i) Project Co has carefully reviewed the whole of this Schedule, and all other documents made available to Project Co by or on behalf of the City, and, to Project Co's knowledge, nothing contained in this Schedule or such documents inhibits or prevents Project Co from completing the Belfast MSF Expansion Works in a good and safe manner so as to achieve and satisfy the requirements of this Schedule; and
 - (ii) the Belfast MSF Expansion Scheduled Substantial Completion Date is a realistic date for Belfast MSF Expansion Substantial Completion and is achievable by Project Co performing the Belfast MSF Expansion Works in accordance with this Schedule.

5. BACKGROUND INFORMATION [ARTICLE 6]**5.1 No Claims [Section 6.3]**

- (a) Project Co acknowledges and confirms that:
- (i) the Background Information may contain information that relates to the Belfast MSF Expansion and it has conducted its own analysis and review of the Background Information and has, before the execution and delivery of the Belfast MSF Expansion Variation Confirmation, satisfied itself as to the accuracy, completeness and fitness for purpose of any such Background Information upon which it places reliance for the purpose of the Belfast MSF Expansion; and
 - (ii) except as expressly provided in Section 5.2(a), 14.1, 14.2, 14.3, 14.4 and 14.5 [6.4(a), 16.1, 16.2, 16.3, 16.4 and 16.5], it shall not be entitled to and shall not, and shall ensure that no Belfast MSF Expansion Project Co Party shall, make any claim against the City or any City Party (whether in contract, tort or otherwise), including, without limitation, any claim in damages, for extensions of time or for additional payments under this Schedule on the grounds:

- (A) of any misunderstanding or misapprehension in respect of the Background Information relating to the Belfast MSF Expansion; or
- (B) that the Background Information relating to the Belfast MSF Expansion was incorrect or insufficient,

nor shall Project Co be relieved from any of its obligations under this Schedule on any such grounds.

5.2 Technical Reports [Section 6.4]

- (a) The City agrees that, if at Belfast MSF Expansion Commercial Close, except as disclosed in any Background Information or as otherwise disclosed by the City or any Belfast MSF Expansion City Party, or known by Project Co or any Belfast MSF Expansion Project Co Party, any of the information in the Technical Reports is, to the Knowledge of the City, incorrect or there is relevant information in the possession or control of the City that would make any of the information in the Technical Reports incorrect, then, to the extent that such incorrect information materially adversely interferes with Project Co's ability to perform the activities within the Belfast MSF Expansion Project Scope or materially adversely affects Project Co's cost of performing activities within the Belfast MSF Expansion Project Scope, such incorrect information shall, subject to and in accordance with Schedule 22 - Variation Procedure to the Project Agreement, result in a Variation.

6. BELFAST MSF EXPANSION PROJECT DOCUMENTS [ARTICLE 7]

6.1 Belfast MSF Expansion Project Documents [Section 7.1]

- (a) Project Co shall perform its obligations under, and observe all of the provisions of, each of the Belfast MSF Expansion Project Documents to which it is a party, and shall ensure that each Belfast MSF Expansion Project Co Party shall perform its obligations under, and observe all of the provisions of, each of the Belfast MSF Expansion Project Documents to which such Belfast MSF Expansion Project Co Party is a party, so as to ensure that other parties to such Belfast MSF Expansion Project Documents shall not be entitled to terminate same. In the event that Project Co receives a notice of default under any of the Belfast MSF Expansion Project Documents, it shall promptly, and, in any event, no later than 2 Business Days after receipt thereof, deliver a copy of such notice of default to the City.

6.2 Belfast MSF Expansion Ancillary Documents [Section 7.2]

- (a) Project Co shall not:
 - (i) terminate or agree to the termination of all or part of any Belfast MSF Expansion Ancillary Document, except pursuant to Section 49 or otherwise to prevent or cure a Project Co Belfast MSF Expansion Event of Default (provided that commercially reasonable alternative measures would not prevent or cure such Project Co Belfast MSF Expansion Event of Default);

- (ii) make or agree to any amendment, restatement or other modification of any Belfast MSF Expansion Ancillary Document that materially adversely affects Project Co's ability to perform its obligations under this Schedule or that has the effect of increasing any liability of the City, whether actual or potential;
- (iii) breach its obligations (or waive or allow to lapse any rights it may have) or permit others to breach their obligations (or waive or allow to lapse any rights they may have) under any Belfast MSF Expansion Ancillary Document, that materially adversely affect Project Co's ability to perform its obligations under this Schedule or that have the effect of increasing any liability of the City, whether actual or potential; or
- (iv) enter into, or permit the entry by any other person into, any agreement replacing all or part of any Belfast MSF Expansion Ancillary Document, except in the circumstances referenced in Section 6.2(a)(i),

without the prior written consent of the City, provided that, where consent is requested pursuant to Section 6.2(a)(i) or 6.2(a)(iv), such consent shall not be withheld, and shall be provided within a reasonable time, where the relevant matter referred to in Section 6.2(a)(i) or 6.2(a)(iv) will not materially adversely affect Project Co's ability to perform its obligations under this Schedule or have the effect of increasing any liability of the City, whether actual or potential. In the event of termination or agreement to the termination of all or part of any Belfast MSF Expansion Ancillary Document as described in Section 6.2(a)(i) or any agreement replacing all or part of any Belfast MSF Expansion Ancillary Document as described in Section 6.2(a)(iv), Project Co shall, to the extent applicable, comply with all provisions herein applicable to changes in Project Co Parties, including Section 49 [PA - 59.3].

- (b) Upon the written request of City, Project Co will deliver or cause to be delivered to City a copy of any notices delivered or received by Project Co under any of the Belfast MSF Expansion Ancillary Documents.

6.3 Intentionally Deleted

6.4 Intentionally Deleted

7. CITY RESPONSIBILITIES [ARTICLE 8]

7.1 General [Section 8.1]

- (a) The City shall, at its own cost and risk:
 - (i) perform all of its obligations under, and observe all provisions of, this Schedule in compliance with Applicable Law;
 - (ii) cooperate with Project Co in the fulfillment of the purposes and intent of this Schedule, provided, however, that the City shall not be under any obligation to perform any of Project Co's obligations under this Schedule;

- (iii) Intentionally deleted;
 - (iv) make such payments to Project Co as are specifically provided for in this Schedule;
 - (v) cooperate with Project Co in using reasonable efforts to manage the impact of road traffic upon the Belfast MSF Expansion Construction; however, the City shall have no liability to Project Co in connection therewith;
 - (vi) perform those additional obligations specifically provided for in this Schedule; and
 - (vii) use commercially reasonable efforts, with the assistance of Project Co, to amend if required the OLRT Regulations, to the extent such regulations interface with the Belfast MSF Expansion or relate to the Belfast MSF Expansion Project. For certainty, the City shall be solely responsible for the formal adoption of any amendment to the OLRT Regulations (by way of by law or otherwise).
- (b) Nothing in this Schedule shall in any way fetter the right, authority and Discretion of the City or any of the Belfast MSF Expansion City Parties in fulfilling its statutory or other functions under Applicable Law. Project Co agrees that it shall comply, and shall cause all relevant Belfast MSF Expansion Project Co Parties to comply, subject to Section 31.1(b) [39.1(b)], with all written directions issued by or on behalf of the City from time to time as a party to this Schedule and as a Governmental Authority with regulatory jurisdiction over the Belfast MSF Expansion Project and the System.
- (c) The City shall, and shall cause all Belfast MSF Expansion City Parties to, take reasonable steps to minimize undue interference with the provision of the Belfast MSF Expansion Project Scope by Project Co or any Belfast MSF Expansion Project Co Party.
- (d) The City may, without legal obligation to do so and at the expense of Project Co, take such commercially reasonable steps as Project Co may request to facilitate temporary access for Project Co to lands not forming part of the Belfast MSF Expansion Lands to the extent Project Co may reasonably require to perform the activities within the Belfast MSF Expansion Project Scope, provided that Project Co has demonstrated, to the reasonable satisfaction of the City, that it has not been able to gain such access through the use of its own commercially reasonable efforts.
- (e) Intentionally deleted.
- (f) Intentionally deleted.

7.2 City Belfast MSF Expansion Permits, Licences and Approvals

- (a) The City shall, at its own cost and risk:
- (i) obtain on or before Belfast MSF Expansion Financial Close, except as otherwise provided in Exhibit 1 – Permits, Licences and Approvals of Appendix 1 –

Definitions and Interpretation, maintain, and, as applicable, renew all City Belfast MSF Expansion Permits, Licences and Approvals;

- (ii) comply with all Belfast MSF Expansion Permits, Licences and Approvals in accordance with their terms; and
 - (iii) execute all documents which, under Applicable Law, only the City as a land owner is entitled to execute and which are required to obtain or maintain any City Belfast MSF Expansion Permits, Licences and Approvals.
- (b) The City shall, at its own cost, provide or cause to be provided such information, documentation, and administrative assistance as Project Co may request and as the City may reasonably be able to provide, and shall execute such applications as are required to be in its name, to enable Project Co to obtain, maintain or renew any Project Co Belfast MSF Expansion Permits, Licences and Approvals or to demonstrate compliance with any Belfast MSF Expansion Permits, Licences and Approvals, provided that the City shall not be responsible for obtaining or for any delay in obtaining or for the failure of Project Co to obtain any Project Co Belfast MSF Expansion Permit, Licence or Approval, unless such delay or failure is caused by any act or omission of the City. For greater certainty, the City shall not be obligated to:
- (i) exercise any other of its legal rights in order to avoid or eliminate the requirement to obtain any such Belfast MSF Expansion Permits, Licences and Approvals;
 - (ii) automatically grant such Project Co Belfast MSF Expansion Permits, Licences and Approvals for which it is the authorizing entity and will apply its usual procedures and criteria in considering applications from Project Co for such Project Co Belfast MSF Expansion Permits, Licences and Approvals; and
- (c) Notwithstanding the provisions of Section 8.3(a)(i) [PA 9.4(a)(i)], the City shall be responsible for all designations, assumptions, road closures, transfers and any other applicable requirements relating to the Belfast MSF Expansion and the System which interfaces with the Belfast MSF Expansion which can only be effected by the City pursuant to the *Municipal Act, 2001* (Ontario), subject to receipt by the City of any required consent(s) from the Crown in right of Canada and subject to Project Co having, at its own cost, providing or causing to be provided such information, documentation, and technical or administrative assistance, as the City may request and as Project Co may reasonably be able to provide to enable the City to effect such requirements.

7.3 Limitation on the City's Obligations

- (a) The City shall have no obligations of any nature or kind whatsoever to Project Co except those obligations expressly enumerated as the City obligations specifically referred to in Section 7 or otherwise specifically provided in this Schedule.

8. PROJECT CO BELFAST MSF EXPANSION RESPONSIBILITIES [ARTICLE 9]**8.1 General [Section 9.2]**

- (a) Project Co shall, at its own cost and risk:
- (i) perform all activities within the Belfast MSF Expansion Works:
 - (A) in compliance with Applicable Law;
 - (B) in compliance with all Belfast MSF Expansion Permits, Licences and Approvals and so as to preserve the existence and continued effectiveness of any such Belfast MSF Expansion Permits, Licences and Approvals;
 - (C) so as to satisfy the Belfast MSF Expansion Output Specifications;
 - (D) in accordance with Good Industry Practice (Works);
 - (E) in a timely and professional manner;
 - (F) with due regard to the health and safety of persons and property;
 - (G) subject to the other provisions of this Schedule, in a manner which will not impair the ability of the City or Belfast MSF Expansion City Party to comply with Applicable Law;
 - (H) subject to the other provisions of this Schedule, in a manner which will not impair the performance of the Governmental Activities;
 - (I) in accordance with all other terms of this Schedule;
 - (ii) cooperate with the City in the fulfillment of the purposes and intent of this Schedule, provided however that Project Co shall not be under any obligation to perform any of the City's obligations under this Schedule; and
 - (iii) design, construct, test, commission and complete the Belfast MSF Expansion, including the rectification of Belfast MSF Expansion Minor Deficiencies and other activities required to enable or facilitate the Maintenance Services and the commencement of the Stage 2 Maintenance Services while maintaining the functional integrity of the MSF during such construction activities to ensure that the Maintenance Services for the light rail vehicles required to be provided under the Project Agreement are not compromised or delayed. Without limitation, the Belfast MSF Expansion Works will be undertaken and completed so as to:
 - (A) allow by December 15, 2018, the Expanded MSF to store and maintain up to 66 vehicles as the nominal operational capacity; and

- (B) allow from December 15, 2018, until December 2023, the Expanded MSF to store and maintain on a temporary basis up to 78 vehicles.

After December 2023, the City will be responsible for providing appropriate vehicle storage for vehicles in excess of the nominal operational capacity of 66 vehicles of the Expanded MSF and for providing additional vehicle light maintenance facilities.

8.2 Belfast MSF Expansion Project Co Parties [Section 9.3]

- (a) Project Co shall not be relieved of any liability or obligation under this Schedule by the appointment of any Belfast MSF Expansion Project Co Party, and Project Co shall cause each Belfast MSF Expansion Project Co Party, to the extent such Project Co Party performs or is specified hereunder to perform the activities within the Belfast MSF Expansion Project Scope, to comply with the obligations of Project Co hereunder in the same manner and to the same extent as Project Co.

8.3 Project Co Belfast MSF Expansion Permits, Licences and Approvals [Section 9.4]

- (a) Project Co shall, at its own cost and risk:
- (i) obtain, maintain, and, as applicable, renew all Project Co Belfast MSF Expansion Permits, Licences and Approvals which may be required for the performance of the activities within the Belfast MSF Expansion Project Scope including those Belfast MSF Expansion Permits, Licences and Approvals in respect of which Project Co has responsibility as provided for in Appendix 1 – Permits, Licences and Approvals of Schedule 1 – Definitions and Interpretation to the Project Agreement;
 - (ii) assume the obligations of the City under the City Belfast MSF Expansion Permits, Licences and Approvals as set out in Appendix 1 – Permits, Licences and Approvals of Schedule 1 – Definitions and Interpretation to the Project Agreement insofar as they relate to the Belfast MSF Expansion;
 - (iii) comply with all Belfast MSF Expansion Permits, Licences and Approvals in accordance with their terms;
- (b) Where Project Co Belfast MSF Expansion Permits, Licences and Approvals have requirements that may impose any conditions, liabilities or obligations on the City or any Belfast MSF Expansion City Party, Project Co shall not obtain, amend or renew (other than upon the same terms and conditions) such Project Co Belfast MSF Expansion Permits, Licences and Approvals without the prior written consent of the City, provided that the City shall not be responsible for obtaining or for the failure of Project Co to obtain any Project Co Belfast MSF Expansion Permit, Licence or Approval. The City shall comply, or shall require compliance, with any conditions, liabilities or obligations as are imposed on the City or any Belfast MSF Expansion City Party by the requirements

of any Project Co Belfast MSF Expansion Permit, Licence or Approval obtained with the City's consent under this Section 8.3(b).

- (c) Project Co shall, at its own cost, provide or cause to be provided such information, documentation, and administrative assistance as the City may request and as Project Co may reasonably be able to provide, and shall execute such applications as are required to be in its name, to enable the City to obtain, maintain or renew any City Belfast MSF Expansion Permits, Licences and Approvals or to demonstrate compliance with any Belfast MSF Expansion Permits, Licences and Approvals, provided that Project Co shall not be responsible for obtaining or for any delay in obtaining or for the failure of the City to obtain any City Belfast MSF Expansion Permit, Licence or Approval, unless such delay or failure is caused by any act or omission of Project Co, any Belfast MSF Expansion Project Co Party or any other person for whom Project Co is responsible at law.
- (d) The City shall use commercially reasonable efforts (subject to any Applicable Law or policy restrictions) to provide Project Co with or cause to be provided to Project Co such information and documentation as Project Co may reasonably require in relation to Belfast MSF Expansion Permits, Licences and Approvals.

8.4 Safety and Security [Section 9.5]

- (a) Project Co shall:
 - (i) comply with the Belfast MSF Expansion Safety Management Plan;
 - (ii) keep the Belfast MSF Expansion Site in a safe and orderly state, as appropriate in accordance with Good Industry Practice (Works), to avoid danger to persons on the Belfast MSF Expansion Site and in the immediate vicinity of the Belfast MSF Expansion Site provided that to the extent Project Co for any reason vacates all or part of the Belfast MSF Expansion Site on a temporary basis, the abandoned area shall be maintained by Project Co in a state that is safe for public use;
 - (iii) take such measures as are reasonable in accordance with Good Industry Practice (Works) to maintain and secure the Belfast MSF Expansion Lands and the Belfast MSF Expansion Site to prevent access thereto prior to Belfast MSF Expansion Substantial Completion;
 - (iv) intentionally deleted;
 - (v) with respect to the Belfast MSF Expansion Works, perform, or cause a Belfast MSF Expansion Project Co Party to perform, all of the obligations of the “**constructor**”, and indemnify the City and each other Belfast MSF Expansion City Party against any and all of the liabilities of the “**constructor**”, under the *OHS*A and the *FCLC*, as applicable, and all regulations thereto; and

- (vi) provide the City with a certificate of good standing from WSIB or any successor thereto once every 90 days from Final Completion until Belfast MSF Expansion Final Completion.

8.5 Trespass [Section 9.6]

- (a) Except as otherwise provided in this Schedule, prior to the Belfast MSF Expansion Substantial Completion Date, the City shall not be responsible for the presence on or around the Belfast MSF Expansion Site, or any interference affecting the Belfast MSF Expansion Site or the Belfast MSF Expansion Works of any persons not entitled to be on or around the Belfast MSF Expansion Site (“**Belfast MSF Expansion Trespassers**”). For greater certainty, the presence of, or interference by, any Belfast MSF Expansion Trespassers on or around the Belfast MSF Expansion Site shall not be a breach of the obligation of the City to grant licence rights of the use and access to Project Co on and over the Belfast MSF Expansion Lands, nor a breach of any other obligation, representation or warranty under this Schedule.
- (b) Prior to the Belfast MSF Expansion Substantial Completion Date, the management of any Belfast MSF Expansion Trespassers shall be the responsibility of Project Co (to the extent same is not otherwise the responsibility of the Police Service). If at any time prior to the Belfast MSF Expansion Substantial Completion Date, any part of the Belfast MSF Expansion Site is occupied, or access to the Belfast MSF Expansion Site is prevented or interfered with, by Belfast MSF Expansion Trespassers, Project Co shall use all appropriate measures reasonable in the circumstances to manage such Belfast MSF Expansion Trespassers including the pursuit of the remedies referred to in Section 8.5(c)(i) [9.6(c)(i)] and promptly notify the City Representative of such occurrence and of the action which Project Co proposes to take in respect thereof. Project Co may exercise any legal remedy available to it to remove Belfast MSF Expansion Trespassers from the Belfast MSF Expansion Site, provided that if Project Co does so elect to exercise any such legal remedy, Project Co shall give the City Representative notice prior to commencing any legal proceeding for that purpose and shall continually update the City Representative as to the status of any such proceeding in reasonable detail and at reasonable intervals, and provided further that:
 - (i) Project Co shall not give directly or indirectly to any Belfast MSF Expansion Trespasser any inducement, monetary or otherwise, with a view to avoiding, limiting or influencing the manner of trespassing activities by that Belfast MSF Expansion Trespasser or by other Belfast MSF Expansion Trespassers; and
 - (ii) Project Co shall not by virtue of this Section 8.5(b) [9.6(b)] be prevented from entering into *bona fide* settlements of claims brought against it by Belfast MSF Expansion Trespassers which provide for reasonable payments in satisfaction of such claims or agreeing to any reasonable cost orders in any proceedings.
- (c) Prior to the Belfast MSF Expansion Substantial Completion Date, Project Co may request the assistance of the City (at the cost of Project Co) to remove Belfast MSF Expansion Trespassers where Project Co demonstrates to the City’s reasonable satisfaction that:

- (i) it is pursuing legal remedies available to it to remove the Belfast MSF Expansion Trespassers (provided that for this purpose Project Co may but shall not be obligated to prosecute injunctive or other judicial remedies beyond the court of first instance); and
- (ii) the continued presence of the Belfast MSF Expansion Trespassers is having a material adverse effect on the conduct of the Belfast MSF Expansion Works or Maintenance Services under the Project Agreement that Project Co is unable to mitigate.

Following such request, the City shall notify Project Co whether the City can lawfully provide any assistance in relation to the removal of the Belfast MSF Expansion Trespassers that is not independently available to Project Co and, to the extent that such assistance can be lawfully provided, the City shall provide such assistance (at the cost of Project Co) to the extent it is, in the Discretion of the City, reasonable and appropriate in the circumstances to do so.

- (d) For greater certainty, the presence of, or interference by, any Belfast MSF Expansion Trespassers on or around the Belfast MSF Expansion Site shall not be a breach of the obligation of the City to grant licence rights of use and access to Project Co on and over the Belfast MSF Expansion Lands, nor a breach of any other obligation, representation or warranty under this Schedule.

8.6 Additional Works/Third Party Works [Section 9.7]

- (a) The City reserves the right to carry out Additional Belfast MSF Expansion Works and to issue permissions, consents, approvals, certificates, licences, agreements and authorizations, permits in respect of Belfast MSF Expansion Third Party Works. The City may assign the methods and manner of construction (where applicable) of the Additional Belfast MSF Expansion Works, the coordination and scheduling of the Additional Belfast MSF Expansion Works and the Belfast MSF Expansion Third Party Works and the safety training in respect of the Additional Belfast MSF Expansion Works and the Belfast MSF Expansion Third Party Works to Project Co.
- (b) In connection with the Additional Belfast MSF Expansion Works, the City shall:
 - (i) cause Additional Belfast MSF Expansion Contractors to comply with the instructions of Project Co relating to matters of health and safety on the Belfast MSF Expansion Site, methods and manner of construction (where applicable), and coordination and scheduling of the Additional Belfast MSF Expansion Works with the Belfast MSF Expansion Works during the performance of the Belfast MSF Expansion Works;
 - (ii) enter into separate contracts with Additional Belfast MSF Expansion Contractors under conditions of contract which are compatible with the conditions of this Schedule and provide for compliance by Additional Belfast MSF Expansion Contractors with Section 8.6(d) [9.7(d)] and all directions of Project Co in respect

- of any matter regarding health and safety on the Belfast MSF Expansion Site, methods and manner of construction (where applicable), and coordination and scheduling of the Additional Belfast MSF Expansion Works in those cases where the City has requested Project Co to proceed in accordance with Section 8.6(d) [9.7(d)] during the performance of the Belfast MSF Expansion Works;
- (iii) ensure that insurance coverage is provided as would be required by a prudent owner similarly situated and coordinate such insurance with the insurance coverage of Project Co and in any event, such insurance shall provide for liability insurance of not less than \$5,000,000; and
 - (iv) take all necessary steps to avoid labour disputes or other disputes on the Belfast MSF Expansion Project arising from the Additional Belfast MSF Expansion Works.
- (c) In connection with the Belfast MSF Expansion Third Party Works, the City shall:
- (i) cause Belfast MSF Expansion Third Party Contractors to comply with the instructions of Project Co relating to matters of health and safety on the Belfast MSF Expansion Site and coordination and scheduling of the Belfast MSF Expansion Third Party Works with the Belfast MSF Expansion Works during the performance of the Belfast MSF Expansion Works;
 - (ii) issue encroachment permits to Belfast MSF Expansion Third Party Contractors containing conditions which are compatible with the conditions of this Schedule and provide for compliance by Belfast MSF Expansion Third Party Contractors with Section 8.6(d) [9.7(d)] and all directions of Project Co in respect of any matter regarding health and safety on the Belfast MSF Expansion Site and coordination and scheduling of the Belfast MSF Expansion Third Party Works in those cases where the City has requested Project Co to proceed in accordance with Section 8.6(d) [9.7(d)] during the performance of the Belfast MSF Expansion Works and during the performance of the Maintenance Services, only to the extent that such Belfast MSF Expansion Third Party Works materially adversely affect Project Co's ability to provide the Maintenance Services; and
 - (iii) require (A) that insurance coverage is provided as would be required by a prudent owner similarly situated and (B) that such insurance is coordinated with the insurance coverage of Project Co as it affects the Belfast MSF Expansion Works and in any event, such insurance shall provide for liability insurance of not less than \$5,000,000.
- (d) In connection with the Additional Belfast MSF Expansion Works and the Belfast MSF Expansion Third Party Works, Project Co shall, during the performance of the Belfast MSF Expansion Works, and at the request of the City, during the performance of the Maintenance Services in connection with the MSF prior to Belfast MSF Expansion Substantial Completion, as the City considers appropriate taking into account the nature of the Additional Belfast MSF Expansion Works or the Belfast MSF Expansion Third

Party Works, as applicable, and the potential for impact on the Maintenance Services in connection with the MSF prior to Belfast MSF Expansion Substantial Completion:

- (i) where the City has assigned to Project Co the matters referred to in Section 8.6(a) [9.7(a)] and subject to the performance by the City of its obligations under Sections 8.6(b)(i) and (ii) [9.7(b)(i) and (ii)] or Sections 8.6(c)(i) and (ii) [9.7(c)(i) and (ii)], as applicable:
 - (A) provide for the methods and manner of construction (where applicable) of the Additional Belfast MSF Expansion Works and the coordination and scheduling of the Additional Belfast MSF Expansion Works and the Belfast MSF Expansion Third Party Works with the Belfast MSF Expansion Works to be performed under this Schedule; and
 - (B) for the Additional Belfast MSF Expansion Contractors and in respect to such Additional Belfast MSF Expansion Works and for the Belfast MSF Expansion Third Party Contractors and in respect to such Belfast MSF Expansion Third Party Works, assume overall responsibility for compliance with all aspects of Applicable Law relating to health and safety at the Belfast MSF Expansion Site, including all the responsibilities of the ‘constructor’ under the OHSA;
- (ii) afford Additional Belfast MSF Expansion Contractors and Belfast MSF Expansion Third Party Contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute the Additional Belfast MSF Expansion Works and the Belfast MSF Expansion Third Party Works, as applicable;
- (iii) participate with the City, Additional Belfast MSF Expansion Contractors and Belfast MSF Expansion Third Party Contractors, as applicable, in reviewing their construction schedules when directed to do so by the City; and
- (iv) where part of the Works or the Belfast MSF Expansion Works is affected by or depends upon, for its proper execution, the Additional Belfast MSF Expansion Works or the Belfast MSF Expansion Third Party Works, promptly report to the City in writing and prior to proceeding with that part of the Works or the Belfast MSF Expansion Works any readily apparent deficiencies in the Additional Belfast MSF Expansion Works or the Belfast MSF Expansion Third Party Works. Failure by Project Co to so report shall invalidate any claims against the City by reason of such readily apparent deficiencies.
- (e) In the case of Additional Belfast MSF Expansion Works and Belfast MSF Expansion Third Party Works carried out prior to Belfast MSF Expansion Final Completion of the Belfast MSF Expansion Works, if:

- (i) any Additional Belfast MSF Expansion Contractors or Belfast MSF Expansion Third Party Contractors cause any damage to the Works or the Belfast MSF Expansion Works;
- (ii) Project Co incurs any additional costs or there is any delay in the Works Schedule or the Belfast MSF Expansion Works Schedule as a result of any Additional Belfast MSF Expansion Contractors or Belfast MSF Expansion Third Party Contractors not complying with the coordination, scheduling and safety instructions of Project Co; or
- (iii) subject to the performance by Project Co of its obligations under Section 8.6(d) [9.7(d)], if Project Co incurs any additional costs or there is any delay in the Works Schedule or the Belfast MSF Expansion Works Schedule as a result of any such Additional Belfast MSF Expansion Works (other than Additional Belfast MSF Expansion Work that is required to meet the Belfast MSF Expansion Output Specifications and provided such Additional Belfast MSF Expansion Work is performed by such Additional Belfast MSF Expansion Contractors in accordance with Good Industry Practice (Works) and in accordance with the terms of their respective contracts or engagements with the City) or any Belfast MSF Expansion Third Party Works,

then:

- (iv) any such delay in the Belfast MSF Expansion Works Schedule or additional costs in respect of the Belfast MSF Expansion Works shall be treated as a Belfast MSF Expansion Delay Event and a Belfast MSF Expansion Compensation Event; and
 - (v) any such delay in the Works Schedule or additional costs in respect of the Works shall be treated as a Delay Event and a Compensation Event.
- (f) Claims, disputes, and other matters in question between Project Co and Additional Belfast MSF Expansion Contractors or Belfast MSF Expansion Third Party Contractors shall be dealt with in substantially the same manner as contemplated in Schedule 27 – Dispute Resolution Procedure to the Project Agreement, provided the Additional Belfast MSF Expansion Contractors and Belfast MSF Expansion Third Party Contractors have reciprocal obligations and the City has made commercially reasonable efforts to ensure that such provisions are included in the contracts with the Additional Belfast MSF Expansion Contractors and the encroachment permits with the Belfast MSF Expansion Third Party Contractors, as applicable. Project Co shall be deemed to have consented to arbitration of any dispute with any Other Belfast MSF Expansion Contractor whose contract with the City or encroachment permit, as applicable, contains a similar agreement to arbitrate.
- (g) In connection with the Additional Belfast MSF Expansion Works, Project Co may request a Variation as follows:

- (i) Project Co shall have a period of 10 Business Days following notice from the City of the City's intention to carry out such Additional Belfast MSF Expansion Works including a reasonable description of such Additional Belfast MSF Expansion Works to request a Variation if such Additional Belfast MSF Expansion Works are (A) reasonably expected to make a warranty made in favour of Project Co from a Belfast MSF Expansion Project Co Party or equipment supplier and given in accordance with Good Industry Practice (Works) void or (B) reasonably expected to have a material negative consequence on Project Co's ability to perform any of the activities within the Project Scope or the Belfast MSF Expansion Project Scope;
- (ii) if Project Co has made a request for a Variation in accordance with Section 8.6(g)(i) [9.7(g)(i)], the City shall, within 10 Business Days of such request, either issue a Variation Enquiry or give notice to Project Co that it does not agree that a Variation is required;
- (iii) either Party may refer the question of whether a Variation is required as the result of a warranty risk or risk in the performance of the activities within the Project Scope or the Belfast MSF Expansion Project Scope for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement; and
- (iv) where the City has, under Section 8.6(g)(ii) [9.7(g)(ii)], given notice to Project Co that it does not agree that a Variation is required, the City shall, within 10 Business Days of a subsequent agreement or of a determination that a Variation is required, issue a Variation Enquiry and the relevant provisions of Schedule 22 – Variation Procedure to the Project Agreement shall apply except that:
 - (A) the City shall not be entitled to withdraw any such Variation Enquiry unless the City determines not to proceed with the Additional Belfast MSF Expansion Works or to proceed only in a manner that the Additional Belfast MSF Expansion Works will not result in a warranty becoming void (as contemplated in Section 8.6(g)(i) [9.7(g)(i)]) or will not result in any material negative consequence on Project Co's ability to perform any activities within the Project Scope or the Belfast MSF Expansion Project Scope and Project Co has agreed with such conclusion, or the Parties otherwise agree; and
 - (B) the Parties shall, without prejudice to their respective general obligations to comply with the terms of this Schedule, use commercially reasonable efforts to mitigate the adverse effects with respect to any void or voidable warranty and take commercially reasonable steps to minimize any increase in costs arising from any void warranty.
- (h) Placing, installing, applying or connecting the Additional Belfast MSF Expansion Works performed by Additional Belfast MSF Expansion Contractors and the Belfast MSF Expansion Third Party Works performed by Belfast MSF Expansion Third Party

Contractors on and to the Works or the Belfast MSF Expansion Works performed by Project Co will not relieve Project Co from its obligations under the Project Agreement with respect to the Works or under this Schedule with respect to the Belfast MSF Expansion Works, except to the extent expressly described in any Variation Confirmation.

9. REPRESENTATIVES [ARTICLE 10]

9.1 Representatives

- (a) The City Representative and Project Co Representative appointed under the Project Agreement shall have such roles under this Schedule.

9.2 Belfast MSF Expansion Key Individuals [Section 10.4]

- (a) The individuals who are critical to the performance of the Belfast MSF Expansion Works are identified in Appendix 9 – Belfast MSF Expansion Key Individuals. Project Co shall use commercially reasonable efforts to ensure that such persons remain involved in the Belfast MSF Expansion Works in the capacity set out in Appendix 9 – Belfast MSF Expansion Key Individuals and, in particular, will not, for the duration of the Belfast MSF Expansion Works, require or request any such person to be involved in any other project on behalf of Project Co or any Belfast MSF Expansion Project Co Party if, in the reasonable opinion of the City such involvement would have a material adverse effect on the Belfast MSF Expansion Works. For greater certainty, involvement by any of the individuals identified in Appendix 9 in any other aspect of the Project shall not be considered to be involvement by that person in another project on behalf of Project Co or any Belfast MSF Expansion Project Co Party.
- (b) The provisions of section 10.4(c) and (d) of the Project Agreement shall apply *mutatis mutandis* to this Schedule.

10. BELFAST MSF EXPANSION WORKS COMMITTEE [ARTICLE 11]

10.1 Establishment [Section 11.1]

- (a) The Parties shall, within 30 days following the Belfast MSF Expansion Financial Close Date, establish a committee (the “**Belfast MSF Expansion Works Committee**”) consisting of:
 - (i) the City Representative;
 - (ii) Intentionally deleted;
 - (iii) 3 representatives appointed by the City from time to time;
 - (iv) the following 4 representatives appointed by Project Co:
 - (A) the Project Co Representative;

- (B) 3 representatives of the Belfast MSF Expansion Construction Contractor;
and
- (v) 1 additional representative appointed by the City.
- (b) The Independent Certifier and a representative of the Maintenance Contractor shall be entitled, but not required, to attend meetings as non-voting members of the Belfast MSF Expansion Works Committee. Members of the Belfast MSF Expansion Works Committee may invite, on prior notice to all members, such advisors and consultants as they require from time to time to attend meetings and provide briefings to the Belfast MSF Expansion Works Committee.
- (c) 1 of the representatives of the City shall be the chairperson of the Belfast MSF Expansion Works Committee.

10.2 Function and Role [Section 11.2]

- (a) The Belfast MSF Expansion Works Committee shall assist the Parties by promoting cooperative and effective communication with respect to matters related to the Belfast MSF Expansion Works.
- (b) The Belfast MSF Expansion Works Committee shall be responsible for receiving and reviewing all matters related to the Belfast MSF Expansion Works, including:
 - (i) any design, construction and commissioning issues;
 - (ii) the Belfast MSF Expansion Works Schedule;
 - (iii) any issues arising from reports or documents provided by Project Co or the Independent Certifier;
 - (iv) any quality assurance and safety and security issues, including any design, configuration control, interfacing, training, testing, operational impact and other matters creating or giving rise to a safety or security issue or otherwise requiring attention and oversight;
 - (v) the Belfast MSF Expansion Works Reports;
 - (vi) any special matters referred to the Belfast MSF Expansion Works Committee by the City or Project Co;
 - (vii) any community and media relations issues in accordance with Schedule 18 - Communications and Public Consultation Protocol to the Project Agreement to the extent such issues relate to the Belfast MSF Expansion;
 - (viii) considering and making recommendations to the City to proceed or not to proceed with a Variation related to the Belfast MSF Expansion Works pursuant to Schedule 22 – Variation Procedure to the Project Agreement to address safety or

- security issues relating to, arising from, or having implications to the planning, implementation or performance of the Belfast MSF Expansion Project Scope or any part;
- (ix) interface with the Works and the Maintenance Services; and
 - (x) any other issues or matters pertaining to the Belfast MSF Expansion Works.
- (c) Subject to Section 10.2(d), **[11.2(d)]** any unanimous decision of the Belfast MSF Expansion Works Committee shall be final and binding on the Parties. If the Belfast MSF Expansion Works Committee is unable to reach a unanimous decision, either Party may refer the matter for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement.
- (d) The Belfast MSF Expansion Works Committee shall not have authority to make decisions with respect to or approve:
- (i) any amendment to or waiver of any provision of the Project Agreement, including this Schedule;
 - (ii) any change to a Construction Period Payment, the Belfast MSF Expansion Scheduled Substantial Completion Date or the Belfast MSF Expansion Scheduled Final Completion Date;
 - (iii) any Variation;
 - (iv) any change that may materially adversely affect Project Co’s ability to achieve any Construction Period Payment, the Initial Capital Investment Date, Belfast MSF Expansion Substantial Completion by the Belfast MSF Expansion Scheduled Substantial Completion Date, Belfast MSF Expansion Final Completion by the Belfast MSF Expansion Scheduled Final Completion Date; and
 - (v) any matter with respect to which the City has a right of consent or in respect of which the City may exercise discretion pursuant to the Project Agreement including, for greater certainty, this Schedule.

10.3 Term of Belfast MSF Expansion Works Committee **[Section 11.3]**

- (a) Unless otherwise agreed, the Belfast MSF Expansion Works Committee shall operate only until the Belfast MSF Expansion Final Completion Date.

10.4 Replacement of Committee Members **[Section 11.4]**

- (a) The City shall be entitled to replace any of its representatives on the Belfast MSF Expansion Works Committee by written notice to Project Co. The City will use commercially reasonable efforts to deliver prior written notice of any such replacements

to Project Co. Project Co may replace any of its representatives on the Belfast MSF Expansion Works Committee with the prior written consent of the City.

10.5 Procedures and Practices [Section 11.5]

- (a) The members of the Belfast MSF Expansion Works Committee may:
- (i) adopt such procedures and practices for the conduct of the activities of the Belfast MSF Expansion Works Committee as they consider appropriate from time to time;
 - (ii) invite to any meeting of the Belfast MSF Expansion Works Committee such other persons as the members of the Belfast MSF Expansion Works Committee may agree;
 - (iii) exclude from any meeting of the Belfast MSF Expansion Works Committee (other than members of the Belfast MSF Expansion Works Committee) such persons as the members of the Belfast MSF Expansion Works Committee may agree; and
 - (iv) receive and review reports from any person or organization agreed to by the members of the Belfast MSF Expansion Works Committee.
- (b) Once established, the Belfast MSF Expansion Works Committee shall meet at least once each month from the Belfast MSF Expansion Financial Close Date until the Belfast MSF Expansion Substantial Completion Date and thereafter as required, unless otherwise agreed by the members of the Belfast MSF Expansion Works Committee or the Parties.
- (c) Any one of the Project Co Representative and any of the City's representatives on the Belfast MSF Expansion Works Committee may convene a special meeting of the Belfast MSF Expansion Works Committee at any time. Special meetings of the Belfast MSF Expansion Works Committee may be convened on not less than 5 Business Days' notice to all members of the Belfast MSF Expansion Works Committee identifying the agenda items to be discussed at the special meeting, provided that, in an Belfast MSF Expansion Emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (d) Unless otherwise agreed by the members of the Belfast MSF Expansion Works Committee, the Belfast MSF Expansion Works Committee shall meet at the Belfast MSF Expansion Site, elsewhere in the City of Ottawa, Ontario or in any other location in Ontario. Meetings of the Belfast MSF Expansion Works Committee may be held by means of such telephonic, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A person participating in a meeting by such means will be deemed to be present at such meeting, provided that each member of the Belfast MSF Expansion Works Committee must attend in person at least once each calendar quarter.

- (e) 2 representatives of the City, the City Representative and the Project Co Representative shall constitute a quorum at any meeting of the Belfast MSF Expansion Works Committee. A quorum of members may exercise all the powers of the Belfast MSF Expansion Works Committee. The members shall not transact business at a meeting of the Belfast MSF Expansion Works Committee unless a quorum is present.
- (f) Minutes of all meetings, recommendations and decisions of the Belfast MSF Expansion Works Committee, including those made by telephone or other form of communication, shall be recorded and maintained by Project Co. Project Co shall circulate copies of such minutes within 5 Business Days of the holding of the meeting or the making of the recommendation or decision. Unless the City notifies Project Co within 5 Business Days of receipt of the minutes that the City disagrees with the contents of the minutes, the City and Project Co shall be deemed to have approved such minutes. Project Co shall maintain a complete set of all minutes of the meetings of the Belfast MSF Expansion Works Committee and shall make such minutes available for inspection by the City during regular business hours.

11. QUALITY ASSURANCE

- (a) Project Co shall comply with the provisions of Appendix 11 - Quality Management.

12. LICENCE

12.1 Belfast MSF Expansion Lands

- (a) The provisions of Article 14 of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion Lands and the Belfast MSF Expansion Project Scope. In addition to the foregoing:
 - (i) Project Co and the City agree that Project Co shall be entitled to maintain construction signs at the Belfast MSF Expansion Site until Belfast MSF Expansion Substantial Completion; and
 - (ii) the licence granted to Finco of use and access to, on and over the Lands and the System pursuant to Section 14.1 of the Project Agreement as applied by this Section 12 shall, for the duration of the performance of the Belfast MSF Expansion Works, be an interest in the premises.

13. TITLE ENCUMBRANCES [ARTICLE 15]

13.1 Title Encumbrances [Section 15.1]

- (a) The provisions of Article 15 of the Project Agreement, including Schedule 16 - Title Encumbrances to the Project Agreement, shall apply *mutatis mutandis* to the Belfast MSF Expansion Project.

- (b) The parties acknowledge that Section 20(2) of the CLA applies and that all liens that relate to the Belfast MSF Expansion are in relation to a separate lot from the System and the Highway.

14. SITE CONDITION [ARTICLE 16]

14.1 Acceptance of Site Condition

- (a) Subject to Sections 5.2, 14.2, 14.3, 14.4 and 14.5 [6.4, 16.2, 16.3, 16.4 and 16.5], Project Co acknowledges and agrees that it has investigated the Belfast MSF Expansion Lands, the Other Existing Infrastructure and the Site Conditions, insofar as they apply to the Belfast MSF Expansion Lands including the Background Information, prior to executing the Belfast MSF Expansion Variation Confirmation and agrees to accept the Belfast MSF Expansion Lands, the Other Existing Infrastructure and the Site Conditions of the Belfast MSF Expansion Lands on an “as is, where is” basis. Without limiting the generality of the foregoing, but subject to Sections 5.2, 14.2, 14.3, 14.4 and 14.5 [6.4, 16.2, 16.3, 16.4 and 16.5], Project Co shall not be entitled to make any claim of any nature whatsoever against the City or any Belfast MSF Expansion City Party on any grounds relating to the Belfast MSF Expansion Lands, the Other Existing Infrastructure or the Site Conditions, including the fact that incorrect or insufficient information on any matter relating to the Belfast MSF Expansion Lands, the Other Existing Infrastructure or the Site Conditions was given to it by any person, whether or not a Belfast MSF Expansion City Party, unless the relevant person has given Project Co an express written entitlement to rely on information relating to the Belfast MSF Expansion Lands, the Other Existing Infrastructure or the Site Conditions provided by such person to Project Co.
- (b) Subject to Sections 5.2, 14.2, 14.3, 14.4 and 14.5 [6.4, 16.2, 16.3, 16.4 and 16.5], Project Co acknowledges and agrees that it has and shall be deemed to have:
- (i) received all design data, warranties and all other applicable information (to the extent such information is available as of Belfast MSF Expansion Commercial Close);
 - (ii) satisfied itself prior to executing the Belfast MSF Expansion Variation Confirmation as to the structural, environmental and general condition of the Other Existing Infrastructure relating to the Belfast MSF Expansion Lands;
 - (iii) satisfied itself as to the presence of any Contamination on, in or under the Belfast MSF Expansion Lands or migrating to or from the Belfast MSF Expansion Lands;
 - (iv) satisfied itself as to the adequacy of the rights of access to, from and through the Belfast MSF Expansion Lands and any accommodation it may require for the purposes of fulfilling its obligations under this Schedule;
 - (v) satisfied itself as to the possibility of interference by persons of any description whatsoever with access to or use of, or rights in respect of, the Belfast MSF Expansion Lands;

- (vi) satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to third parties and will comply and will ensure compliance by all Project Co Parties with all communication and record keeping obligations in respect thereof in accordance with Schedule 18 – Communications and Public Consultation Protocol to the Project Agreement, insofar as that Schedule applies to the Belfast MSF Expansion, and Appendix 26 – Record Provisions; and
 - (vii) satisfied itself as to the nature of the Site Conditions of the Belfast MSF Expansion Lands, the ground and the subsoil, the level and quantity of groundwater, the form and nature of the Belfast MSF Expansion Lands, the loadbearing and other relevant properties of the Belfast MSF Expansion Lands, the risk of injury or damage to property affecting the Belfast MSF Expansion Lands, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution and delivery of the Belfast MSF Expansion Works.
- (c) Project Co further acknowledges and agrees that, other than as referred to or contained in this Schedule, no representations or warranties have been made, nor documentation delivered to Project Co or any Belfast MSF Expansion Project Co Party, which would indicate that Project Co would be unable to perform the activities within the Belfast MSF Expansion Project Scope in a lawful manner.

14.2 Contamination

- (a) At all times throughout the Belfast MSF Expansion Project Term, Project Co shall be responsible for managing, remediating and/or removing, in accordance with Section 5.5(a) of Appendix 17 – Environmental Obligations, any Contamination located on, in or under, the Belfast MSF Expansion Lands, at any time during the Belfast MSF Expansion Project Term, which was described in, or was properly inferable, readily apparent or readily discoverable from, the Advanced Environmental Reports or the Geotechnical Data Reports (“**Belfast MSF Expansion Existing Contamination**”).
- (b) Project Co shall be responsible for removing or remediating, in accordance with Section 5.5(b) of Appendix 17 – Environmental Obligations:
- (i) any Contamination on, in or under the Belfast MSF Expansion Lands which Project Co or any Belfast MSF Expansion Project Co Party causes or permits to be Released in a manner which does not comply with Applicable Law or which causes a Risk to Human Health or the Environment; or,
 - (ii) any Belfast MSF Expansion Existing Contamination which was harmless or stored, contained or otherwise dealt with in accordance with Applicable Law which Project Co or any Belfast MSF Expansion Project Co Party causes or permits to be Released in a manner which does not comply with Applicable Law or which causes a Risk to Human Health or the Environment.

- (c) In addition, and without limiting any other obligation of Project Co under this Schedule, Project Co shall be responsible for all Direct Losses associated with the Releases of Contamination or Belfast MSF Expansion Existing Contamination described in Sections 14.2(b)(i) and 14.2(b)(ii) [16.2(b)(i) and 16.2(b)(ii)] above.
- (d) Contamination in, on or under the Belfast MSF Expansion Lands which is not the responsibility of Project Co pursuant to Section 14.2(a) [16.2(a)] or Section 14.2(b) [16.2(b)] shall be the responsibility of the City.
- (e) Upon the discovery of any Contamination in, on or under the Belfast MSF Expansion Lands, Project Co shall immediately inform the City Representative and shall comply, and ensure compliance by all Belfast MSF Expansion Project Co Parties, with all Applicable Law and Appendix 17 – Environmental Obligations, as applicable, in respect thereof:
- (i) at the City's cost pursuant to Section 14.2(h) [16.2(g)], in respect of Contamination for which the City is responsible pursuant to Section 14.2(d) [16.2(c)]; and,
 - (ii) at its own cost in respect of Contamination for which it is responsible pursuant to Section 14.2(a) or 14.2(b) [16.2(a) or 16.2(b)].
- (f) Except to the extent required to prevent or mitigate a Belfast MSF Expansion Emergency or to comply with Applicable Law, Project Co shall not undertake any significant work pursuant to Section 14.2(e) [16.2(d)] in respect of Contamination for which the City is responsible pursuant to Section 14.2(d) [16.2(c)] until the City Representative has been given a reasonable opportunity to review the nature and extent of the Contamination and has instructed Project Co to proceed with such work.
- (g) In the event that the City wishes Project Co to perform actions in respect of any Contamination which are in addition to any required pursuant to Section 14.2(e) [16.2(d)], then the City shall issue an instruction to Project Co specifying what action the City requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions at the City's cost pursuant to Section 14.2(h) [16.2(g)].
- (h) If Sections 14.2(e), 14.2(f) or 14.2(g) [16.2(d), 16.2(e) or 16.2(f)] require Project Co to perform any alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Project Scope as a result of Contamination for which the City is responsible pursuant to Section 14.2(d) [16.2(c)] or as a result of any instructions given by the City pursuant to Section 14.2(g) [16.2(f)] and which would not otherwise be required under this Schedule, then any such alteration, addition, demolition, extension or variation:
- (i) prior to Belfast MSF Expansion Substantial Completion shall, subject to and in accordance with Section 32 [40] be treated as a Belfast MSF Expansion Delay Event and, subject to and in accordance with Section 33 [41], be treated as a Belfast MSF Expansion Compensation Event; and

- (ii) following Belfast MSF Expansion Substantial Completion shall, subject to and in accordance with Schedule 22 - Variation Procedure to the Project Agreement, result in a Variation.
- (i) In the event that the City and Project Co do not agree as to the nature or extent of Contamination, or in the event of a disagreement as to whether Project Co is responsible for Contamination pursuant to either Sections 14.2(a) or 14.2(b) [16.2(a) or 16.2(b)], or the actions to be performed by Project Co pursuant to Section 14.2(e) [16.2(d)] or Appendix 17 – Environmental Obligations, such disagreement shall be referred for determination to an independent and suitably qualified and experienced person, acceptable to Project Co and the City, each acting reasonably (and the costs and expenses of retaining such person shall be borne by the unsuccessful Party). Such person's decision shall be final and binding on the Parties, except to the extent that either Party alleges that such decision would result in non-compliance with Applicable Law or this Schedule, in which event either Party may refer the disagreement for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement.

14.3 Items of Geological, Historical or Archaeological Interest or Value

- (a) As between the Parties, all fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which may be found on or at the Belfast MSF Expansion Lands are or shall be the sole and absolute property of the City.
- (b) The City shall be responsible for items referred to in Section 14.3(a) [16.3(a)] except for any such items that were described in, or were properly inferable, readily apparent or readily discernable from the Background Information.
- (c) Upon the discovery of any item referred to in Section 14.3(a) [16.3(a)] during the performance of the Belfast MSF Expansion Project Scope, Project Co shall:
 - (i) immediately inform the City Representative of such discovery;
 - (ii) take all steps not to disturb the item and, if necessary, cease any activities within the Belfast MSF Expansion Project Scope in so far as performing such Belfast MSF Expansion Project Scope would endanger the item or prevent or impede its excavation, take all necessary steps to preserve and ensure the preservation of the item in the same position and condition in which it was found, and comply, and ensure compliance by all Belfast MSF Expansion Project Co Parties, with Applicable Law and all requirements of Governmental Authorities with respect to such discovery, including Appendix 17 – Environmental Obligations, Part 7:
 - (A) at the City's cost pursuant to Section 14.3(e) [16.3(e)], in respect of any such discovery for which the City is responsible pursuant to Section 14.3(b) [16.3(b)] and

- (B) at its own cost in respect of such discovery for which it is responsible pursuant to Section 14.3(b) [16.3(b)].
- (d) In the event that the City wishes Project Co to perform actions in respect of any discovery of any item referred to in Section 14.3(a) [16.3(a)] which are in addition to any required pursuant to Section 14.3(c) [16.3(c)], then the City shall issue an instruction to Project Co specifying what action the City requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions at the City's cost pursuant to Section 14.3(e) [16.3(e)].
- (e) If Section 14.3(c) or 14.3(d) [16.3(c) or 16.3(d)] require Project Co to perform any alteration, addition, demolition, extension or variation in the activities within the Belfast MSF Expansion Project Scope as a result of any such discovery for which the City is responsible pursuant to Section 14.3(b) [16.3(b)] or as a result of any instructions given by the City pursuant to Section 14.3(d) [16.3(d)] and which would not otherwise be required under this Schedule, then any such alteration, addition, demolition, extension or variation (but only to the extent it directly results in the interruption of the performance of the Belfast MSF Expansion Project Scope during a continuous period of 5 Business Days or more with respect to each such discovery) shall subject to and in accordance with Section 32 [40], be treated as a Belfast MSF Expansion Delay Event and, subject to and in accordance with Section 33 [41], be treated as a Belfast MSF Expansion Compensation Event.
- (f) In the event that the City and Project Co do not agree as to the nature or extent of the actions required to be performed by Project Co pursuant to Section 14.3(c)(ii) [16.3(c)(ii)], such disagreement shall be referred for determination to an independent and suitably qualified and experienced person, acceptable to Project Co and the City, each acting reasonably (and the costs and expenses of retaining such person shall be borne by the unsuccessful Party). Such person's decision shall be final and binding on the Parties except to the extent that either Party alleges that such decision would result in non-compliance with Applicable Law or this Schedule, in which event either Party may refer the disagreement for resolution in accordance with Schedule 27 - Dispute Resolution Procedure to the Project Agreement.

14.4 Species-at-Risk

- (a) The City shall be responsible for any Species-at-Risk which may be found on, in or at the Belfast MSF Expansion Lands, except for any Species-at-Risk the occurrence of which, in the location in which it is found, was described in the Environmental Assessments.
- (b) In respect of Species-at-Risk for which Project Co is responsible pursuant to Section 14.4(a) [16.4(a)], Project Co shall, at its own cost, comply, and ensure compliance by all Belfast MSF Expansion Project Co Parties, with all Applicable Law and the provisions of Appendix 17 – Environmental Obligations. Upon the discovery of any Species-at-Risk for which the City is responsible pursuant to Section 14.4(a) [16.4(a)], Project Co shall:

- (i) immediately inform the City Representative of such discovery; and
 - (ii) comply, and ensure compliance by all Belfast MSF Expansion Project Co Parties, with all Applicable Law and the provisions of Appendix 17 – Environmental Obligations in respect thereof, including taking all necessary steps to preserve the respective habitat and relocate the Species-at-Risk at the City’s cost pursuant to Section 14.4(d) [16.4(d)].
- (c) In the event that the City wishes Project Co to perform actions which are in addition to any required pursuant to Section 14.4(b) [16.4(b)], then the City shall issue an instruction to Project Co specifying what action the City requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions at the City’s cost pursuant to Section 14.4(d) [16.4(d)].
- (d) If Section 14.4(b) or 14.4(c) [16.4(b) or 16.4(c)] require Project Co to perform any alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Project Scope as a result of the discovery of any Species-at-Risk for which the City is responsible pursuant to Section 14.4(a) [16.4(a)] or as a result of any instructions given by the City pursuant to Section 14.4(c) [16.4(c)] and which would not otherwise be required under this Schedule, then any such alteration, addition, demolition, extension or variation:
- (i) prior to Belfast MSF Expansion Substantial Completion shall, subject to and in accordance with Section 32 [40], be treated as a Belfast MSF Expansion Delay Event and, subject to and in accordance with Section 33 [41], be treated as a Belfast MSF Expansion Compensation Event; and
 - (ii) following Belfast MSF Expansion Substantial Completion shall, subject to and in accordance with Schedule 22 - Variation Procedure to the Project Agreement, result in a Variation.

14.5 Latent Defects

- (a) Section 16.5 of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion Project. For greater certainty, all references to Project Scope in Section 16.5 of the Project Agreement shall be deemed to be references to the Belfast MSF Expansion Project Scope and with all references to Revenue Service Availability in Section 16.5 of the Project Agreement shall be deemed to be references to Belfast MSF Expansion Substantial Completion.

15. GOVERNMENTAL AND THIRD PARTY FINANCIAL OBLIGATIONS [ARTICLE 17]

15.1 Governmental, Railway and Utility Company Fees [Section 17.1]

- (a) Project Co shall be responsible for all Financial Obligations under or in respect of all Project Co Belfast MSF Expansion Permits, Licences and Approvals and the City shall be responsible for all Financial Obligations under or in respect of all City Belfast MSF

Expansion Permits, Licences and Approvals, including, any Utility Company, any Railway Company, any Governmental Authority or any third party in respect of the Belfast MSF Expansion Project Scope, including:

- (i) any development charges relating to the Belfast MSF Expansion Works or the Belfast MSF Expansion Site;
 - (ii) any engineering administration and inspection fees required in respect of works or services required to be performed;
 - (iii) any security deposits required under any Belfast MSF Expansion Permits, Licences and Approvals; and
 - (iv) any other amounts payable under any Belfast MSF Expansion Permits, Licences and Approvals.
- (b) The Parties agree that any refund, partial rebate or credit granted by any applicable Utility Company, any applicable Railway Company, any applicable Governmental Authority or any other third party relating to the Financial Obligations referred to in Section 15.1(a) [17.1(a)] shall be for the benefit of the City to the extent such Financial Obligations were paid by the City and shall be for the benefit of Project Co to the extent such Financial Obligations were paid by Project Co.

16. CHANGE IN STANDARDS [ARTICLE 18]

- (a) Where this Schedule requires Project Co to comply with a technical standard in respect of the design and construction aspects of the Belfast MSF Expansion Project Scope, and that standard has changed between the date of the MOU and the date that such compliance is required, then Project Co shall give notice to the City of such change. If, after such notice, the City requires compliance with the changed standard (rather than the standard applicable as of the date of the MOU), then, to the extent such change impacts the design and construction aspects of the Belfast MSF Expansion Project Scope and would not have otherwise been taken into account by compliance with Good Industry Practice (Works), such changed standard shall, subject to and in accordance with Schedule 22 - Variation Procedure to the Project Agreement, result in a Variation. If the City does not require compliance with the changed standard, then Project Co shall continue to comply with the standard applicable as of the date of the MOU, without a Variation therefor. This Section 16 shall not apply where a change in a technical standard is also a Belfast MSF Expansion Change in Law.
- (b) Project Co confirms that as at the date of Belfast MSF Expansion Commercial Close to the extent it Has Knowledge that any technical standard has changed since the date of the MOU, it is not aware of any adverse impact that such changed standard would have on the Belfast MSF Expansion Project Scope.

17. COORDINATION AND NO DISRUPTION [ARTICLE 19]

- (a) Project Co shall carry out the Belfast MSF Expansion Project Scope so as to coordinate with:
- (i) subject to and in accordance with Section 8.6 [9.7] (to the extent applicable), the operations of the City, any Belfast MSF Expansion City Party, any Governmental Authority or Other Belfast MSF Expansion Contractor engaged in activities on or about the Belfast MSF Expansion Lands; and
 - (ii) the construction, operation, maintenance and expansion and additional phases of the Project and existing transit system, namely OC Transpo operations, the Société de transport de l'Outaouais operations and in accordance with Schedule 38 – Extension and Additional Phases to the Project Agreement; and comply with the City of Ottawa's Transportation Master Plan generally.
- (b) Project Co shall use commercially reasonable efforts to minimize:
- (i) any interference with the operations of the City, any Belfast MSF Expansion City Party, any Governmental Authority or any Other Belfast MSF Expansion Contractor, including the performance of the Governmental Activities and the Belfast MSF Expansion Other Works;
 - (ii) any interference with the construction, operation, maintenance and rehabilitation of the transit system; and
 - (iii) intentionally deleted.

18. DESIGN AND CONSTRUCTION OBLIGATIONS [ARTICLE 20]**18.1 Overall Responsibility [Section 20.1]**

- (a) Project Co shall perform and complete the Belfast MSF Expansion Works:
- (i) so as to satisfy the Belfast MSF Expansion Output Specifications;
 - (ii) in accordance with the Belfast MSF Expansion Design Data;
 - (iii) in accordance with the Belfast MSF Expansion Works Schedule; and
 - (iv) in accordance with the other terms and conditions of this Schedule.
- (b) Project Co shall utilize the MOU Technical Parameters as the basis for the Belfast MSF Expansion Design. The Parties acknowledge that as the Belfast MSF Expansion Design continues to be developed the MOU Technical Parameters will continue to be superseded.

18.2 Intentionally deleted**18.3 Development of Design [Section 20.3]**

- (a) Project Co shall, at its own cost, develop and complete the design of the Belfast MSF Expansion and all Belfast MSF Expansion Design Data in accordance with the requirements of this Schedule, including Appendix 10 – Review Procedure and this Section 18.3 [20.3].
- (b) The further development of the design and the process by which it is progressed must fully comply with the requirements of this Schedule.
- (c) In order to develop the detailed design of the Belfast MSF Expansion, Project Co shall consult with the Belfast MSF Expansion Stakeholders (which consultation requirements pursuant to the Environmental Assessments are further described in Appendix 17 – Environmental Obligations) and the City Representative and the City Belfast MSF Expansion Design Team in an interactive process. If the result of any consultation with Belfast MSF Expansion Stakeholders, is a change to the scope, configuration or size of Belfast MSF Expansion Works, which change has been approved by the City in its Discretion, then such change shall, subject to and in accordance with Schedule 22 – Variation Procedure to the Project Agreement, result in a Variation. As of the date of the Belfast MSF Variation Confirmation the Parties agree that all relevant consultation under this Section has been carried out under the Early Works Packages and further consultation will only be required if there is a Variation or a change in Project Co’s design of the Belfast MSF Expansion.
- (d) The Parties agree that Exhibit A to Appendix 10 – Review Procedure is an initial list of Belfast MSF Expansion Design Data and other items that will require design review, which Belfast MSF Expansion Design Data and other items shall include (to a scale required by the City Representative):
- (i) design development drawings, reports, schedules and specifications progressed from Belfast MSF Expansion Commercial Close with extensive user group input, showing all architectural, engineering and landscape design information sufficient to allow for the development of working drawing documentation, submitted at 60% completion (the “**Belfast MSF Expansion Pre-final Design Development Submittals**”) and at 100% completion (the “**Belfast MSF Expansion Final Design Development Submittals**”) of the development of the working drawings (collectively, the “**Belfast MSF Expansion Design Development Submittals**”);
 - (ii) working drawing documentation, being construction drawings, reports, schedules and specifications progressed from the Belfast MSF Expansion Design Development Submittals, showing all architectural, engineering and landscape design information in accordance with the requirements of this Schedule, submitted at 60% completion (the “**Belfast MSF Expansion Pre-final Construction Document Submittals**”) and 100% completion (the “**Belfast MSF Expansion Final Construction Document Submittals**”) of the construction

drawings (collectively, the “**Belfast MSF Expansion Construction Document Submittals**”); and

- (iii) all other documentation required pursuant to Appendix 10 – Review Procedure.
- (e) Project Co shall submit to the City Representative for review in accordance with Appendix 10 – Review Procedure the Belfast MSF Expansion Pre-final Design Development Submittals.
- (f) The Parties agree that, with respect to the Belfast MSF Expansion Design Development Submittals and the Belfast MSF Expansion Construction Document Submittals, the period for review shall be the 10 Business Days prescribed in Section 2.2 of Appendix 10 – Review Procedure.
- (g) The Belfast MSF Expansion Design Data and other items listed in Section 18.3(d) [20.3(d)] must contain, at a minimum, the following additional information:
 - (i) identification of the stage of design or construction to which the documentation relates;
 - (ii) all design or construction drawings and specifications necessary to enable the City Representative to make an informed decision as to whether Project Co is permitted to proceed pursuant to Appendix 10 – Review Procedure;
 - (iii) for each stage of the design or construction documentation, a schedule identifying all changes to the relevant documentation that has occurred from the previous stage of design or construction documentation; and
 - (iv) where changes have been submitted, an indication of how the changes meet the requirements of this Schedule.
- (h) If Project Co commences or permits the commencement of the next level of design or construction of any part or parts of Belfast MSF Expansion Works prior to being entitled to proceed in accordance with Appendix 10 – Review Procedure and it is subsequently determined in accordance with Appendix 10 – Review Procedure or Schedule 27 – Dispute Resolution Procedure to the Project Agreement that the design or construction does not comply with this Schedule, then Project Co shall forthwith, at its own cost and risk, undo, remove from the Belfast MSF Expansion Site, replace and restore, as applicable, any parts of the design or construction that do not comply with this Schedule.
- (i) Neither the City nor any Belfast MSF Expansion City Party will have any liability:
 - (i) if a document submitted by Project Co and reviewed by the City, the City Representative or the City Belfast MSF Expansion Design Team results in non-compliance with this Schedule by Project Co or a breach by Project Co of Applicable Law; or

- (ii) for any loss or claim arising due to any defect in any documents, drawings, specifications or certificates submitted by Project Co.
- (j) Project Co and the City will cooperate with each other in the design review process. Notwithstanding such cooperation by the City, such review shall not constitute acceptance of the Belfast MSF Expansion Works, and Project Co shall remain solely responsible for compliance in full with all requirements of this Schedule.

18.4 Belfast MSF Expansion Start-Up Meeting [Section 20.4]

- (a) Within 10 Business Days after Belfast MSF Expansion Financial Close, Project Co and the Belfast MSF Expansion Design Team shall attend a start-up meeting (the “**Belfast MSF Expansion Start-Up Meeting**”) with the City to set out the design development process in greater detail.
- (b) The agenda for the Belfast MSF Expansion Start-Up Meeting shall include the following:
 - (i) Intentionally deleted;
 - (ii) Project Co’s plan to ensure that the Belfast MSF Expansion Works are completed in accordance with the requirements set forth in this Schedule;
 - (iii) Project Co’s process to ensure optimum design quality;
 - (iv) Project Co’s approach to ensure that all Belfast MSF Expansion Project Co Parties perform the Belfast MSF Expansion Works, as applicable, as a fully integrated team;
 - (v) a proposed schedule of Belfast MSF Expansion Works Submittals which is consistent with the Belfast MSF Expansion Works Schedule and which provides for a progressive and orderly flow of Belfast MSF Expansion Works Submittals from Project Co to the City Representative to allow sufficient time for review of each Belfast MSF Expansion Works Submittal by the City Representative, and taking into account both the resources available to the City Representative to conduct such review and whether delay in the review of the subject matter of the Belfast MSF Expansion Works Submittal will have a material impact on Project Co’s ability to progress future anticipated Belfast MSF Expansion Works Submittals and the Belfast MSF Expansion Works in accordance with the Belfast MSF Expansion Works Schedule;
 - (vi) Project Co’s plan to successfully integrate feedback from consultations with Belfast MSF Expansion Stakeholders and the City Belfast MSF Expansion Design Team;
 - (vii) Project Co’s approach to timing, construction, and adjustment; and

- (viii) a communication process that includes an electronic data room and the use of a computerized document tracking system that has the capacity to report, on request, the status of all design and construction documentation.

18.5 Belfast MSF Expansion Design Review Meetings [Section 20.5]

- (a) In order to obtain input in the preparation of, and prior to submitting, the Belfast MSF Expansion Design Development Submittals and the Belfast MSF Expansion Construction Document Submittals, Project Co and the Belfast MSF Expansion Design Team shall hold design review meetings (the “**Belfast MSF Expansion Design Review Meetings**”) with the City and the City Belfast MSF Expansion Design Team upon the following terms:
 - (i) the Project Co Representative shall arrange the Belfast MSF Expansion Design Review Meetings in consultation with the City Representative;
 - (ii) all Belfast MSF Expansion Design Review Meetings shall be held in Ottawa, Ontario unless the City agrees otherwise in writing;
 - (iii) the Parties shall cooperate to develop a reasonable schedule for the Belfast MSF Expansion Design Review Meetings and shall incorporate such schedule into the Belfast MSF Expansion Works Schedule;
 - (iv) Project Co shall circulate to the City and the City Belfast MSF Expansion Design Team an agenda for each of the Belfast MSF Expansion Design Review Meetings no later than 5 Business Days prior to the relevant Belfast MSF Expansion Design Review Meeting;
 - (v) in advance of a Belfast MSF Expansion Design Review Meeting, Project Co may submit to the City Belfast MSF Expansion Design Team for comment any interim drafts of any designs or plans required under this Schedule, which submissions shall be used to inform the City on the development of Belfast MSF Expansion Works design and provide an opportunity for dialog on compliance with the requirements of this Schedule. For greater certainty, interim submissions shall be informal and shall not be reviewed in accordance with Appendix 10 – Review Procedure;
 - (vi) the Belfast MSF Expansion Design Review Meetings shall be held in person, except where otherwise agreed by the Parties, acting reasonably;
 - (vii) Project Co shall maintain minutes of the Belfast MSF Expansion Design Review Meetings, including possible design solutions and changes in design, and, within 5 Business Days after each Belfast MSF Expansion Design Review Meeting, Project Co shall provide to the City and the City Belfast MSF Expansion Design Team a copy of the minutes, together with a copy of any notes, comments, sketches, drawings, tracings, lay-outs, plans or diagrams prepared at the Belfast MSF Expansion Design Review Meeting; and

- (viii) the City and Project Co agree that the subject matter of the Belfast MSF Expansion Design Review Meetings shall not be regarded as Belfast MSF Expansion Submittals to which Appendix 10 – Review Procedure applies, and that the City shall not be bound by the input provided in connection with the Belfast MSF Expansion Design Review Meetings.
- (b) The Parties shall, together with the City Belfast MSF Expansion Design Team, hold Belfast MSF Expansion Design Review Meetings prior to:
 - (i) each of the Belfast MSF Expansion Design Development Submittals; and
 - (ii) each of the Belfast MSF Expansion Construction Document Submittals.
- (c) The purpose of the Belfast MSF Expansion Design Review Meetings is to facilitate the incorporation of the City input, involvement and feedback into the Belfast MSF Expansion Design Data prior to submission of such Belfast MSF Expansion Design Data in accordance with Appendix 10 – Review Procedure.

18.6 Testing [Section 20.6]

- (a) To the extent and in the manner provided by the Quality Documentation and other terms of this Schedule, all testing shall be carried out by a duly accredited and certified testing facility and organization. Any self-certification/testing carried out by Project Co, and any subsequent test results, shall be reviewed by the Independent Certifier. The City Representative shall be given timely advance notice (being not less than 2 Business Days) of the date of such tests, except for categories of tests (if any) in respect of which the City Representative gives written notice to Project Co that it does not require such notice. The City Representative and any other Belfast MSF Expansion City Party at the City's option shall be entitled to attend at any test. Any materials or plant which fail such tests shall be rejected.
- (b) Project Co shall develop a test recording system which shall permit ready retrieval of all test readings and shall provide information relating to tests proposed, test methodology and test readings to the City Representative on request.
- (c) With respect to continuous testing operations (such as concrete quality, structural concrete strengths, aggregate quality, compaction tests and bituminous material quality), Project Co shall provide to the City Representative at regular intervals (not to exceed weekly unless otherwise agreed) test summary sheets and statistical analyses indicating strength and quality trends.

18.7 Intentionally deleted

18.8 Performance of Design Obligations [Section 20.8]

- (a) Intentionally deleted

- (b) Project Co shall ensure that all parts of the Belfast MSF Expansion Works shall, as required by Applicable Law, be performed or reviewed by licensed or registered professional engineers and architects registered to practice in the Province of Ontario. Such architects and engineers shall certify and, if required by Applicable Law, sign and seal, all designs, drawings and technical reports confirming that they comply with all prevailing design standards and design practices for such work in the Province of Ontario, all other applicable standards, specifications and codes, and as otherwise required by Applicable Law.

18.9 General Construction Obligations [Section 20.9]

- (a) Project Co is responsible for all construction means, methods and techniques used to undertake the Belfast MSF Expansion Works and must provide everything (including labour, equipment and materials and electricity and other utilities) necessary for the construction and commissioning of the Belfast MSF Expansion Works and other performance of the Belfast MSF Expansion Works.
- (b) Project Co shall in a timely and professional manner and in accordance with the requirements of this Schedule:
- (i) construct the Belfast MSF Expansion Works diligently, expeditiously and in a thorough and workman-like manner consistent with Appendix 11 – Quality Management;
 - (ii) ensure that no works other than the Belfast MSF Expansion Works under this Schedule or the Works under the Project Agreement are constructed on the Belfast MSF Expansion Lands by Project Co or any person for whom Project Co is responsible at law;
 - (iii) protect the Belfast MSF Expansion Works from all of the elements, casualty and damage;
 - (iv) in respect of plant, equipment and materials incorporated in the Belfast MSF Expansion Works, use plant, equipment and materials that:
 - (A) are of a kind that are consistent with the Belfast MSF Expansion Output Specifications;
 - (B) are new, of good quality and are used, handled, stored and installed in accordance with Applicable Law and Good Industry Practice (Works) with respect to health and safety so as not to be hazardous or dangerous; and
 - (C) where they differ from the Belfast MSF Expansion Output Specifications, have been substituted with the City's prior written consent in accordance with Section 18.10 [20.10].

- (c) Without limiting Project Co's obligations pursuant to Section 8.4 or 8.5 [9.5 or 9.6], Project Co shall, at all times throughout the progress of the Belfast MSF Expansion Works, be responsible for maintaining and securing the Belfast MSF Expansion Site to prevent access onto the Belfast MSF Expansion Site of any persons not entitled to be there, as determined by Project Co acting reasonably and the licence granted to Project Co pursuant to Section 12.1(a) of this Schedule shall include rights for Project Co to do so.

18.10 Substitutions [Section 20.10]

- (a) Whenever equipment, components, materials, supplies, tools, and other items are specified or otherwise described in this Schedule by using the name or catalogue or model number of a particular manufacturer, fabricator, vendor or distributor, or any other material name or description, the naming or identification of the item is intended to establish the type and the minimum function and quality required, and equipment, components, materials, supplies, tools, and other items of other manufacturers, fabricators, vendors or distributors shall not be substituted without the prior written consent of the City, in its Discretion.

18.11 Belfast MSF Expansion Works Submittals [Section 20.11]

- (a) Any and all items, documents and anything else required or specified by this Schedule in respect of the Belfast MSF Expansion Works to be submitted to, reviewed or otherwise processed by the City prior to Belfast MSF Expansion Final Completion, including any and all subsequent revisions, amendments and changes thereto, shall be subject to review by the City pursuant to Appendix 10 – Review Procedure.

19. ACCESS AND MONITORING [ARTICLE 21]

19.1 Access for Belfast MSF Expansion City Parties [Section 21.1]

- (a) Subject to Section 19.1(b) [21.1(b)], but without limiting any of the City's rights in respect of the Belfast MSF Expansion Site, Project Co:
- (i) acknowledges and agrees that throughout the Belfast MSF Expansion Project Term, without any prejudice to any access rights of any such person as a member of the general public or pursuant to Applicable Law, the City, the Belfast MSF Expansion City Parties, a Police Service and their respective representatives shall have unrestricted access to the Belfast MSF Expansion Site and any workshop where materials, or equipment are being manufactured, prepared or stored at all reasonable times during normal working hours, including for the purposes of general inspection or audit, or of attending any test or study being carried out in respect of the Belfast MSF Expansion Works, or to fulfill any statutory, public or other duties or functions.

- (b) In exercising their access rights under Section 19.1(a) [21.1(a)], the City, the Belfast MSF Expansion City Parties, a Police Service and their respective representatives shall:
- (i) provide reasonable prior notice appropriate to the circumstances (other than for any offices or other facilities provided at the Belfast MSF Expansion Site for the use of the City and/or Belfast MSF Expansion City Parties); and
 - (ii) comply with all relevant safety procedures and any reasonable directions with regard to site safety that may be issued by or on behalf of the Project Co Representative from time to time.

19.2 Increased Monitoring [Section 21.2]

- (a) Subject to Section 14.5, at any time during the Belfast MSF Expansion Project Term, the City is of the opinion, acting reasonably, that there are defects in the Belfast MSF Expansion Works or that Project Co has failed to comply, in any material respect, with the requirements of this Schedule (including the Belfast MSF Expansion Output Specifications), the City may, without prejudice to any other right or remedy available to it, by notice to Project Co, increase the level of monitoring of Project Co from that set out in this Schedule to such level as the City considers reasonable taking into account the nature of the relevant defect or failure until such time as Project Co shall have demonstrated, to the City's satisfaction, that it is capable of performing and will perform, in all material respects, its obligations under this Schedule. Project Co will compensate the City for any reasonable costs incurred as a result of such increased monitoring.

19.3 Right to Uncover [Section 21.3]

- (a) Subject to Section 14.5, Project Co shall ensure that the City is afforded advance notice of, and that the City is afforded a full opportunity to witness, all inspection and test activity in accordance with the Belfast MSF Expansion Inspection and Test Plan. If Project Co does not provide such notice and opportunity, Project Co shall at the request of the City uncover any relevant part of the Belfast MSF Expansion Works which have been covered up or otherwise put out of view or remove any relevant part of the Belfast MSF Expansion Works that have been proceeded with in order to permit the City to witness the relevant inspection or test activity. Project Co shall bear all costs of any such uncovering or removal, regardless of whether or not any defect is discovered in the Belfast MSF Expansion Works.
- (b) If an inspection shows that the relevant part or parts of the Belfast MSF Expansion Works is or are defective or that Project Co has failed to comply with the requirements of this Schedule (including the Belfast MSF Expansion Output Specifications and the Belfast MSF Expansion Design Data) relevant to such part or parts of the Belfast MSF Expansion Works, Project Co shall rectify all such defects and non-compliance diligently and at no cost to the City and Project Co shall not be entitled to any additional compensation or extension of time in relation thereto.

- (c) If an inspection shows that the relevant part or parts of the Belfast MSF Expansion Works is or are not defective and that Project Co has complied with the requirements of this Schedule (including the Belfast MSF Expansion Output Specifications and the Belfast MSF Expansion Design Data) relevant to such part or parts of the Belfast MSF Expansion Works, the exercise by the City of its rights pursuant to this Section 19.3 [21.3]:
- (i) prior to Belfast MSF Expansion Substantial Completion shall, be treated as a Belfast MSF Expansion Delay Event and be treated as a Belfast MSF Expansion Compensation Event; and
 - (ii) following Belfast MSF Expansion Substantial Completion shall, subject to and in accordance with Schedule 22 – Variation Procedure to the Project Agreement, result in a Variation.

19.4 Access by Others

- (a) Subject to Section 19.4(b) and subject to and in accordance with Section 8.6 (to the extent applicable), Project Co shall ensure that throughout the Belfast MSF Expansion Project Term, without prejudice to any access rights of any such person as a member of the general public or pursuant to Applicable Law:
- (i) any contractors, consultants or other persons authorized by the City Representative or the City, including the Belfast MSF Expansion Other Contractors, have access to those parts of the Belfast MSF Expansion Site as is necessary for the purpose of carrying out the Belfast MSF Expansion Other Works;
 - (ii) the Independent Certifier has access to the Belfast MSF Expansion Site to the extent required to perform its obligations pursuant to the Independent Certifier Agreement, as the same applies to the Belfast MSF Expansion;
 - (iii) the inspectors and other persons authorized to act on behalf of the City have access to the Belfast MSF Expansion Site for inspection and acceptance purposes;
 - (iv) all Belfast MSF Expansion Other Contractors, including the owners or operators of any Third Party Facilities and their agents, have access to the Belfast MSF Expansion Site at all reasonable times to perform Belfast MSF Expansion Third Party Works and where applicable, in accordance with or to exercise any right or power or perform any duty or obligation under any Applicable Law or the Utility Agreements, Belfast MSF Expansion Railway Orders or encroachment permits, provided that, wherever consistent with the requirements of Applicable Law and the requirements of this Schedule, Project Co may limit such access so as to not unnecessarily impede or restrict traffic flows or any activities within the Belfast MSF Expansion Project Scope or the Maintenance Services under the Project Agreement;

- (v) all Governmental Authorities and Emergency Service Providers have access to the Belfast MSF Expansion Site in order to carry out any work (including surveys and inspections) in accordance with or to exercise any right or power or perform any duty or obligation under any Applicable Law and provided that, whenever consistent with the applicable requirements of such Governmental Authority, Emergency Service Providers or Applicable Law and the requirements of this Schedule (as the case may be), Project Co may limit such access so as to not unnecessarily impede or restrict traffic flows or any Belfast MSF Expansion Project Scope or the Maintenance Services under the Project Agreement; and
 - (vi) any Belfast MSF Expansion City Party, Belfast MSF Expansion Other Contractors, owners or operators of Third Party Facilities, Governmental Authorities, Emergency Service Providers, Utility Companies, and Railway Companies are permitted to enter upon the Belfast MSF Expansion Site for the purposes of access to and from any other lands and/or facilities adjacent to or in proximity to the Belfast MSF Expansion Site owned or operated by such person or in which such person has any interest, provided that, whenever consistent with the requirements of Applicable Law and the requirements of this Schedule, Project Co may limit such access so as to not unnecessarily impede or restrict traffic flows or any Belfast MSF Expansion Project Scope or the Maintenance Services under the Project Agreement.
- (b) In exercising their access rights under Section 19.4(a), each person referred to therein (except for Belfast MSF Expansion Other Contractors, who shall instead comply with any instructions or procedures made by Project Co pursuant to Section 8.6) shall (except in the case of access rights described in Section 19.4(a) for the purpose of responding to an Belfast MSF Expansion Emergency (for the purposes of this clause (b), references in the definition of “Belfast MSF Expansion Emergency” to the City or the City Representative shall be deemed to be references to the applicable Governmental Authority or Emergency Service Provider) and except to the extent inconsistent with the applicable requirements of such Governmental Authority or Emergency Service Provider):
- (i) provide reasonable prior notice appropriate to the circumstances;
 - (ii) comply with all relevant health and safety procedures and any reasonable directions with regard to health and safety that may be issued by or on behalf of the Project Co Representative from time to time; and
 - (iii) if reasonably required by Project Co, be accompanied by a representative of Project Co or a Belfast MSF Expansion Project Co Party.

20. BELFAST MSF EXPANSION WORKS SCHEDULE AND BELFAST MSF EXPANSION WORKS REPORT [ARTICLE 22]**20.1 Completion of Belfast MSF Expansion Works [Section 22.1]**

- (a) Project Co shall complete the Belfast MSF Expansion Works in accordance with this Schedule and achieve Belfast MSF Expansion Substantial Completion by the Belfast MSF Expansion Scheduled Substantial Completion Date and Belfast MSF Expansion Final Completion by the Belfast MSF Expansion Scheduled Final Completion Date.

20.2 The Belfast MSF Expansion Works Schedule [Section 22.2]

- (a) Project Co shall prepare and submit to the City and the Independent Certifier:
- (i) within 30 days after Belfast MSF Expansion Financial Close, a detailed 6-Month Belfast MSF Expansion Works Schedule;
 - (ii) within 120 days after Belfast MSF Expansion Financial Close, a detailed draft of the Belfast MSF Expansion Works Schedule; and
 - (iii) every month in accordance with Appendix 33 - Works Reports, an updated, and progressed, Belfast MSF Expansion Works Schedule, each using Oracle Primavera P6 Project Management software, that supports the completion of the Belfast MSF Expansion Works in accordance with Section 20.1 [22.1].
- (b) Project Co shall develop its Belfast MSF Expansion Works Schedule in close co-ordination with the City to ensure City related input into the design, as well as City obligations under this Schedule are included in the Belfast MSF Expansion Works Schedule with sufficient detail and understanding by both Project Co and the City such that both parties have a clear expectation of their respective obligations and input and the timing required for such.
- (c) The City shall provide Project Co with comments on the 6-Month Belfast MSF Expansion Works Schedule and the draft of the Belfast MSF Expansion Works Schedule in accordance with Appendix 10 – Review Procedure, provided that the period for review of the draft of the 6-Month Belfast MSF Expansion Works Schedule and the Belfast MSF Expansion Works Schedule shall be 20 Business Days rather than the 10 Business Days prescribed in Section 2.2 of Appendix 10 – Review Procedure. Project Co shall revise the 6-Month Belfast MSF Expansion Works Schedule and the draft of the Belfast MSF Expansion Works Schedule to the extent required by Appendix 10 – Review Procedure within 15 days of receipt of any comments from the City.
- (d) When agreed by the Parties, the draft of the Belfast MSF Expansion Works Schedule shall become the Belfast MSF Expansion Works Schedule.
- (e) The 6-Month Belfast MSF Expansion Works Schedule and the Belfast MSF Expansion Works Schedule shall be prepared in accordance with Good Industry Practice (Works) for an expansion project of similar scale, scope, type and complexity and shall be in

sufficient detail so as to enable the City and the Independent Certifier, to monitor the progress of the Belfast MSF Expansion Works, including all commissioning activities, and the likely future progress of the Belfast MSF Expansion Works. For purposes of these schedules, Good Industry Practice (Works) includes, but is not limited to, the following Project Management Institute (PMI) publications:

- (i) *A Guide to the Project Management Body of Knowledge (PMBOK® Guide)*;
 - (ii) *Construction Extension to the PMBOK® Guide 3rd Edition*;
 - (iii) *The Practice Standard for Scheduling*;
 - (iv) *The Practice Standard for Work Breakdown Structures*; and
 - (v) *The Practice Standard for Earned Value Management*.
- (f) Without limiting the generality of Section 20.2(e) [22.2(e)], the 6-Month Belfast MSF Expansion Works Schedule shall include the requirements below, at a minimum, in respect of the 6-month period beginning at Belfast MSF Expansion Financial Close:
- (i) Intentionally deleted;
 - (ii) information based upon a detailed Work Breakdown Structure (WBS). The WBS and associate dictionary shall be provided to the City;
 - (iii) Intentionally deleted;
 - (iv) Intentionally deleted;
 - (v) major milestone events;
 - (vi) constraints;
 - (vii) the dates that key decisions must be made by the City, or key meetings where the City is to be present, to support the progress of the Belfast MSF Expansion Works;
 - (viii) the proposed dates for all plans and all Belfast MSF Expansion Work Submittals required to be submitted under this Schedule and any Appendix hereto by Project Co pursuant to the Belfast MSF Expansion Review Procedure;
 - (ix) all activities related to the environmental process, proposed Belfast MSF Expansion Stakeholder consultations, if any, and Environmental Approvals, if any, including review periods by Governmental Authorities and third parties pursuant to Project Co Belfast MSF Expansion Permits, Licences and Approvals showing in sufficient detail how these dates affect the critical path of the schedule, as well as how these dates affect the commencement date of Belfast MSF Expansion Construction Clearing and Grubbing;

- (x) all design related activities;
 - (xi) all field and construction activities, including construction staging, subcontract work and cash allowance work, both on and off the Belfast MSF Expansion Site;
 - (xii) all activities leading up to Belfast MSF Expansion Construction Clearing and Grubbing;
 - (xiii) projected Belfast MSF Expansion Construction Contract cash flows; and
 - (xiv) a narrative that describes, in sufficient detail, the rationale behind the items identified in this Section 20.2(f) [22.2(f)].
- (g) Without limiting the generality of Section 20.2(e) [22.2(e)], the Belfast MSF Expansion Works Schedule shall include, at a minimum, in respect of the period from 6 months following Belfast MSF Expansion Financial Close until the Belfast MSF Expansion Final Completion Date:
- (i) subject to Section 20.2(g)(ii) [22.2(g)(ii)], all elements to be included in the 6-Month Belfast MSF Expansion Works Schedule pursuant to Section 20.2(f) [22.2(f)];
 - (ii) the proposed dates for all plans, all Belfast MSF Expansion Works, except for the proposed dates for plans under Subsection (viii) of Section 20.2(f) [22.2(f)];
 - (iii) Intentionally deleted;
 - (iv) all Project Co Belfast MSF Expansion Commissioning;
 - (v) Intentionally deleted;
 - (vi) Intentionally deleted; and
 - (vii) a cumulative “S” curve showing planned percent completion for each month from the commencement of the Belfast MSF Expansion Works until the Belfast MSF Expansion Scheduled Final Completion Date.
- (h) Belfast MSF Expansion Works Budget and Cost Control System
- (i) The project budget and cost control system implemented by Project Co shall include the following parameters:
 - (A) A detailed WBS based cost structure that is the overall project budget baseline;
 - (B) Tracking of cost issues and factors that create changes to the budget baseline;
 - (C) Managing the actual cost changes when and as they occur;

- (D) Managing cost estimates to ensure they do not exceed budgets available;
 - (E) Monitoring cost performance trends to detect cost variances and track budget-cost variances;
 - (F) Risk management including contingencies, allowances and uncertainty funds;
 - (G) Scope/Cost Change Control System;
 - (H) Scope changes and associated cost estimates against the budget baseline; and
 - (I) Reporting to the City regarding all pending and approved scope changes.
- (ii) Project Co shall use an Earned Value Management (EVM) methodology to track performance of the work using the following key performance factors:
- (A) Schedule Performance Index (SPI);
 - (B) Cost Performance Index (CPI);
 - (C) Schedule Variance (SV);
 - (D) Cost Variance (CV);
 - (E) Planned Value (PV);
 - (F) Earned Value (EV);
 - (G) Actual Cost (AC);
 - (H) Estimate to Complete (ETC); and
 - (I) Estimate at Completion (EAC).
- (iii) EVM budget, and cost performance, shall be reported monthly in accordance with Section 20.5 [22.5] Belfast MSF Expansion Works Report.

20.3 Failure to Maintain Belfast MSF Expansion Schedule [Section 22.3]

- (a) Without limiting any other provision of this Schedule but subject to Section 32 [40], if at any time:
- (i) the actual progress of the Belfast MSF Expansion Works has significantly fallen behind the Belfast MSF Expansion Works Schedule; or

- (ii) the City is of the opinion that the actual progress of the Belfast MSF Expansion Works has significantly fallen behind the Belfast MSF Expansion Works Schedule,

Project Co shall be required:

- (iii) within 5 Business Days of receipt of notice from the City, to produce and deliver to each of the City Representative and the Independent Certifier:
 - (A) a report identifying the reasons for the delay; and
 - (B) a plan showing the steps that are to be taken by Project Co to eliminate or reduce the delay to bring the progress of the Belfast MSF Expansion Works back on schedule in accordance with the Belfast MSF Expansion Works Schedule.
- (b) Project Co shall notify the City Representative if, at any time, the actual progress of the Belfast MSF Expansion Works is significantly ahead of the Belfast MSF Expansion Works Schedule.
- (c) Provided that Project Co has complied with this Section 20.3 [22.3] and is not in default under this Schedule, for greater certainty, the failure to achieve: (i) Belfast MSF Expansion Substantial Completion by the Belfast MSF Expansion Scheduled Substantial Completion Date; or (ii) Belfast MSF Expansion Final Completion by the Belfast MSF Expansion Scheduled Final Completion Date shall not be a Project Co Belfast MSF Expansion Event of Default or a Project Co Event of Default.

20.4 Intentionally Deleted [Section 22.4]

20.5 Belfast MSF Expansion Works Report [Section 22.5]

- (a) Project Co shall continuously monitor the progress of the Belfast MSF Expansion Works in relation to the Belfast MSF Expansion Works Schedule and, within 10 Business Days following the end of each calendar month from Belfast MSF Expansion Financial Close until the Belfast MSF Expansion Final Completion Date, Project Co shall provide to the City Representative and the Independent Certifier a works report (each, a “**Belfast MSF Expansion Works Report**”), which will include:
 - (i) an executive summary describing the general status of the Belfast MSF Expansion Works and progress made over the relevant month;
 - (ii) an updated Belfast MSF Expansion Works Schedule, printed in both summary and detailed formats (PDF), and in native P6 format (XER);
 - (iii) a narrative description of any Disputes related to the Belfast MSF Expansion Works including any action that has taken place over the relevant month to resolve such Disputes; and

(iv) an update on those matters set out in Appendix 33 – Works Reports,

all in form and substance satisfactory to the City, acting reasonably. For greater certainty, for all updates and revisions to the Belfast MSF Expansion Works Schedule, Project Co must provide a revised critical path reflecting the updated/revised Belfast MSF Expansion Works Schedule. Prior to Final Completion, Project Co may combine all or part of the Belfast MSF Expansion Works Report with the Works Report.

(b) Project Co shall use, and shall ensure that the Belfast MSF Expansion Construction Contractor uses, the project management software system specified by the City.

21. ENERGY AND ENVIRONMENTAL REQUIREMENTS [ARTICLE 24]

21.1 Environmental Management / Contamination and Hazardous Substances [Section 24.1]

(a) Project Co shall comply with the provisions of Appendix 17 - Environmental Obligations.

21.2 Intentionally deleted [Section 24.3]

21.3 Intentionally deleted

22. INDEPENDENT CERTIFIER

22.1 Intentionally Deleted.

23. COMMISSIONING AND COMPLETION [ARTICLE 26]

23.1 Belfast MSF Expansion Commissioning Activities [Section 26.1]

(a) Project Co shall perform all Project Co Belfast MSF Expansion Commissioning related to the Belfast MSF Expansion, and shall support and facilitate the performance of all required commissioning by the City related to the Belfast MSF Expansion, as set forth in this Section 23 and in Appendix 14 –Commissioning in respect of Belfast MSF Expansion Substantial Completion and Belfast MSF Expansion Final Completion, as applicable.

(b) Project Co shall perform or cause to be performed all matters to ensure that Belfast MSF Expansion Substantial Completion is achieved by the Belfast MSF Expansion Scheduled Substantial Completion Date.

23.2 Belfast MSF Expansion Substantial Completion Certificate [Section 26.2]

(a) Project Co shall give the Independent Certifier and the City Representative at least 10 Business Days' notice prior to the date upon which Project Co anticipates all requirements for a Belfast MSF Expansion Substantial Completion shall be satisfied.

- (b) Project Co shall give the Independent Certifier and the City Representative notice:
- (i) [Intentionally Deleted];
 - (ii) (the “**Belfast MSF Expansion Substantial Completion Notice**”) upon the satisfaction of all requirements for Belfast MSF Expansion Substantial Completion;
 - (iii) [Intentionally Deleted],
- which Belfast MSF Expansion Substantial Completion Notice, shall describe, in reasonable detail, the satisfaction of the requirements for the Belfast MSF Expansion Substantial Completion together with Project Co’s opinion as to whether the conditions for issuance of the Belfast MSF Expansion Substantial Completion Certificate have been satisfied.
- (c) The City shall, within 5 Business Days after receipt of a Belfast MSF Expansion Substantial Completion Notice provide the Independent Certifier and Project Co with the City’s opinion as to whether the conditions for issuance of the Belfast MSF Expansion Substantial Completion Certificate have been satisfied and, if applicable, any reasons as to why it considers that the Belfast MSF Expansion Substantial Completion Certificate, should not be issued.
- (d) Within 5 Business Days after Project Co’s receipt of the City’s opinion pursuant to Section 23.2(c), the Parties shall cause the Independent Certifier to determine whether the conditions for issuance of the Belfast MSF Expansion Substantial Completion Certificate, have been satisfied, having regard for the opinions of both Project Co and the City, and to determine whether any Belfast MSF Expansion Minor Deficiencies exist, if applicable, and to issue to the City and to Project Co either:
- (i) the Belfast MSF Expansion Substantial Completion Certificate setting out in such certificate the Belfast MSF Expansion Substantial Completion Date, and the Belfast MSF Expansion Minor Deficiencies List (if applicable) in accordance with Section 23.4; or
 - (ii) a report detailing the matters that the Independent Certifier considers are required to be performed by Project Co to satisfy the conditions for issuance of the Belfast MSF Expansion Substantial Completion Certificate.
- (e) Where the Independent Certifier has issued a report in accordance with Section 23.2(d)(ii) and Project Co has not referred a Dispute in relation thereto for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement, Project Co shall, within 5 Business Days after receipt of such report, provide the Independent Certifier and the City Representative with:
- (i) a detailed list indicating the rectification actions proposed for all matters raised in such report;

- (ii) the schedule for completion of all such rectification actions; and
 - (iii) any additional Project Co Belfast MSF Expansion Commissioning that needs to be undertaken as a result of the rectification actions, and Project Co shall perform all such additional rectification actions and Project Co Belfast MSF Expansion Commissioning in a timely manner. Upon completion thereof, Project Co may give a further Belfast MSF Expansion Substantial Completion Notice and Sections 23.2(c) to (e), inclusive, shall be repeated until the Belfast MSF Expansion Substantial Completion Certificate has been issued.
- (f) The Independent Certifier's decision to issue or not to issue the Belfast MSF Expansion Substantial Completion Certificate shall be final and binding on the Parties solely in respect of determining the relevant payment date, and a Dispute in relation to the Belfast MSF Expansion Substantial Completion Payment Date shall not be subject to resolution pursuant to Schedule 27 - Dispute Resolution Procedure to the Project Agreement, provided, however, that any other Dispute in relation to the Independent Certifier's decision to issue or not to issue Belfast MSF Expansion Substantial Completion Certificate or the Belfast MSF Expansion Final Completion Certificate may be referred for resolution pursuant to the Dispute Resolution Procedure.

23.3 Countdown Notice for Belfast MSF Expansion Substantial Completion [Section 26.3]

- (a) [Intentionally Deleted].
- (b) Project Co shall deliver a notice (a "**Belfast MSF Expansion Countdown Notice**") to the City and the Independent Certifier specifying the date on which Project Co anticipates that Belfast MSF Expansion Substantial Completion will be achieved (the "**Belfast MSF Expansion Anticipated Substantial Completion Date**") in relation to the Belfast MSF Expansion Scheduled Substantial Completion Date.
- (c) The Belfast MSF Expansion Countdown Notice, with respect to subparagraph (b) above, shall be delivered not less than 60 days prior to the Belfast MSF Expansion Anticipated Substantial Completion Date. If Project Co fails to deliver the Belfast MSF Expansion Countdown Notice not less than 60 days prior to the Belfast MSF Expansion Scheduled Substantial Completion Date, the Belfast MSF Expansion Anticipated Substantial Completion Date shall be deemed to be the same date as the Belfast MSF Expansion Scheduled Substantial Completion Date.
- (d) [Intentionally Deleted].

23.4 Belfast MSF Expansion Minor Deficiencies [Section 26.4]

- (a) In the event that Belfast MSF Expansion Minor Deficiencies exist when Project Co gives a Belfast MSF Expansion Substantial Completion Notice, the Independent Certifier, in consultation with Project Co and the City, shall, within 15 Business Days of Project Co's application, prepare a list of all Belfast MSF Expansion Minor Deficiencies (a "**Belfast**

MSF Expansion Minor Deficiencies List”) identified at that time and an estimate of the cost and the time for rectifying such Belfast MSF Expansion Minor Deficiencies.

- (b) The Belfast MSF Expansion Minor Deficiencies List will contain the schedule for the completion and rectification of the Belfast MSF Expansion Minor Deficiencies. In determining the relevant time for rectifying Belfast MSF Expansion Minor Deficiencies, Project Co shall schedule the completion and rectification of Belfast MSF Expansion Minor Deficiencies so as to minimize, to the greatest extent reasonably possible, any lane or track closures, traffic diversions or restrictions or other impairment of the public’s use and enjoyment of the System or the relevant portion thereof, or disruption of the Belfast MSF Expansion Project Scope or the Project Scope or the operations of the City, any Belfast MSF Expansion City Party, any Governmental Authority or any Other Belfast MSF Expansion Contractor, including the performance of the Governmental Activities and the Belfast MSF Expansion Other Works, and otherwise in accordance with the Traffic and Transit Management Plan.
- (c) The Independent Certifier must prepare the Belfast MSF Expansion Minor Deficiencies List before the Belfast MSF Expansion Substantial Completion Certificate is issued, but shall not withhold the Belfast MSF Expansion Substantial Completion Certificate by reason solely that there are Belfast MSF Expansion Minor Deficiencies.
- (d) The City may, in its Discretion, waive any requirement for Belfast MSF Expansion Substantial Completion, and the failure to meet any such requirement shall constitute a Belfast MSF Expansion Minor Deficiency.

23.5 Rectification of Belfast MSF Expansion Minor Deficiencies [Section 26.5]

- (a) Project Co shall, in consultation with the City Representative and so as to minimize, to the greatest extent reasonably possible, any lane or track closures, traffic diversions or restrictions or other impairment of the public’s use and enjoyment of the System or any portion thereof or disruption of the Belfast MSF Expansion Project Scope or of the activities of the City, any Belfast MSF Expansion City Party, any Governmental Authority or any Other Belfast MSF Expansion Contractor, including the performance of the Governmental Activities and the Belfast MSF Expansion Other Works, and otherwise in accordance with the Traffic and Transit Management Plan, complete and rectify all Belfast MSF Expansion Minor Deficiencies within 180 days of the issuance of the applicable Belfast MSF Expansion Minor Deficiencies List or such other period as the Independent Certifier may specify in the Belfast MSF Expansion Minor Deficiencies List.
- (b) Project Co acknowledges and agrees that the completion and rectification of Belfast MSF Expansion Minor Deficiencies may require work outside of normal working hours in order to accommodate the efficient operation of the System or any portion thereof and to ensure compliance with the Traffic and Transit Management Plan.

23.6 Failure to Rectify Belfast MSF Expansion Minor Deficiencies [Section 26.6]

- (a) If Project Co has failed to complete and rectify any Belfast MSF Expansion Minor Deficiency specified in any Belfast MSF Expansion Minor Deficiencies List:
- (i) within 60 days of the issuance of the applicable Belfast MSF Expansion Minor Deficiencies List for the related Belfast MSF Expansion Minor Deficiencies where no time for rectification or completion has been specified by the Independent Certifier, or
 - (ii) within 30 days after the time for completion and rectification of any Belfast MSF Expansion Minor Deficiency where such a time has been specified in applicable Belfast MSF Expansion Minor Deficiencies List by the Independent Certifier,

the City may:

- (iii) withhold from the next payment or payments otherwise due to Project Co a holdback amount that is 200% of the amount estimated by the Independent Certifier for the City to complete and rectify all such Belfast MSF Expansion Minor Deficiencies (to the extent then outstanding), which holdback shall be held in an interest bearing account; and
 - (iv) engage others to perform the work necessary to complete and rectify any such Belfast MSF Expansion Minor Deficiency, at the risk and cost of Project Co, and the City may deduct such cost from the holdback amount and interest earned thereon.
- (b) Upon completion and rectification of each Belfast MSF Expansion Minor Deficiency, the City shall release to Project Co the amount of the holdback related to such Belfast MSF Expansion Minor Deficiency. Upon completion and rectification of all Belfast MSF Expansion Minor Deficiencies, the City shall release to Project Co the then remaining amount of the holdback, together with all interest accrued thereon. If the cost of such completion and rectification exceeds the amount of such holdback and interest, then Project Co shall reimburse the City for all such excess cost.

23.7 [Intentionally Deleted] [Section 26.7]**23.8 Belfast MSF Expansion Final Completion Certificate [Section 26.8]**

- (a) Project Co shall give the Independent Certifier and the City Representative at least 10 Business Days' notice prior to the date upon which Project Co anticipates all requirements for Belfast MSF Expansion Final Completion shall be satisfied.
- (b) Project Co shall give the Independent Certifier and the City Representative notice (a "**Belfast MSF Expansion Final Completion Notice**") upon the satisfaction of all requirements for Belfast MSF Expansion Final Completion, which Belfast MSF Expansion Final Completion Notice shall describe, in reasonable detail, the satisfaction of the requirements for Belfast MSF Expansion Final Completion, including the

completion and rectification of all Belfast MSF Expansion Minor Deficiencies and completion of the MSF Reconfiguration Elements, the time required for completion of all outstanding seasonal work, together with Project Co's opinion as to whether the conditions for issuance of the Belfast MSF Expansion Final Completion Certificate have been satisfied.

- (c) The City shall, within 5 Business Days after receipt of the Belfast MSF Expansion Final Completion Notice, provide the Independent Certifier and Project Co with the City's opinion as to whether the conditions for issuance of the Belfast MSF Expansion Final Completion Certificate have been satisfied and, if applicable, any reasons as to why it considers that the Belfast MSF Expansion Final Completion Certificate should not be issued.
- (d) Within 5 Business Days after Project Co's receipt of the City's opinion pursuant to Section 23.8(c), the Parties shall cause the Independent Certifier to determine whether the conditions for issuance of the Belfast MSF Expansion Final Completion Certificate have been satisfied, having regard for the opinions of both Project Co and the City, and to issue to the City and to Project Co either:
 - (i) the Belfast MSF Expansion Final Completion Certificate, setting out in such certificate the Belfast MSF Expansion Final Completion Date; or
 - (ii) a report detailing the matters that the Independent Certifier considers are required to be performed by Project Co to satisfy the conditions for issuance of the Belfast MSF Expansion Final Completion Certificate.
- (e) Where the Independent Certifier has issued a report in accordance with Section 23.8(d)(ii) and Project Co has not referred a Dispute in relation thereto for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement, Project Co shall, within 5 Business Days after receipt of such report, provide the Independent Certifier and the City Representative with:
 - (i) a detailed list indicating the rectification actions proposed for all matters raised in such report;
 - (ii) the schedule for completion of all such rectification actions;
 - (iii) any additional Project Co Belfast MSF Expansion Commissioning that needs to be undertaken as a result of the rectification actions, and
 - (iv) Project Co shall perform all such additional rectification actions relating to the Belfast MSF Expansion in a timely manner. Upon completion thereof, Project Co may give a further Belfast MSF Expansion Final Completion Notice and Sections 23.8(c) to (e), inclusive, shall be repeated until the Belfast MSF Expansion Final Completion Certificate, has been issued.

- (f) Any Dispute in relation to the Independent Certifier's decision to issue or not to issue the Belfast MSF Expansion Final Completion Certificate may be referred for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement.
- (g) If, within 30 days after the time specified in the Belfast MSF Expansion Final Completion Notice for completion of seasonal work, Project Co has failed to complete such seasonal work, the City may engage others to perform the work necessary to complete the seasonal work, at the risk and cost of Project Co. Project Co shall pay to the City the costs incurred by the City to complete such seasonal work within 10 Business Days of presentation of an invoice for such costs.

23.9 Effect of Certificates/Use [Section 26.9]

- (a) The issue of the Belfast MSF Expansion Substantial Completion Certificate or the Belfast MSF Expansion Final Completion Certificate, the commencement of use by the City of any part of the Belfast MSF Expansion under the terms of this Schedule, or the commencement of any Governmental Activities shall, in no way:
 - (i) limit the obligations of Project Co under this Schedule including in respect of any defects, deficiencies or items of outstanding work existing or discovered prior to or after the date of any of such certificates or the date of the Belfast MSF Expansion Minor Deficiencies List; or
 - (ii) be construed as an approval by the City of the Belfast MSF Expansion Works or the way in which they have been carried out.

23.10 Determination of Substantial Completion of the Belfast MSF Expansion [Section 26.10]

- (a) For the purposes of determining Belfast MSF Expansion Substantial Completion, and in accordance with Section 2(2) of the CLA, the Parties hereby agree not to expeditiously complete the MSF Reconfiguration Elements and to perform such modified Works after Belfast MSF Expansion Substantial Completion. The Parties hereby agree that, solely for the purposes of determining whether Belfast MSF Substantial Completion has been achieved, the price of the services or materials which are to be supplied, and which are required in order to complete the MSF Reconfiguration Elements shall be deducted from the total value of the Belfast MSF Expansion Works solely for the purposes of determining whether substantial performance of the Belfast MSF Expansion Works has occurred, and the payment certifier shall be instructed accordingly so that the performance of calculations of substantial performance in respect of the criteria to achieve Belfast MSF Expansion Substantial Completion shall exclude the value of the MSF Reconfiguration Elements. For greater certainty, there shall be no reduction in the amount of any payment by the City under this Schedule as a result of the application of this Section 23.10.
- (b) The Parties agree that, as the Belfast MSF Expansion design progresses, it may be necessary to add to the MSF Reconfiguration Elements and, if either Party identifies any

such issue or element, it shall provide Notice as soon as reasonably practicable to the other Party and both Parties shall negotiate in good faith any such variations to Schedule A to the Belfast MSF Expansion Variation Confirmation as may be required to incorporate such issue or element as an MSF Reconfiguration Element.

23.11 Post-Completion Survey [Section 26.11]

- (a) Not more than 90 days after the Belfast MSF Expansion Final Completion Date, Project Co shall cause an up-to-date topographical and an up-to-date legal survey of the Belfast MSF Expansion Lands to be completed by a duly qualified surveyor to be delivered to the City.

24. HUMAN RESOURCES [ARTICLE 28]

24.1 Subcontractors [Section 28.1]

- (a) Project Co shall defend and indemnify the City from all claims, loss or damages arising out of or in connection with Project Co's contracts with any and all Belfast MSF Expansion Subcontractor(s) and any related Belfast MSF Expansion Subcontractor labour agreements in accordance with the provisions of this Schedule.

24.2 Admittance of Personnel [Section 28.2]

- (a) The City shall have the right to order the removal from the Belfast MSF Expansion Site of any person employed by (or acting on behalf of) Project Co, or any Belfast MSF Expansion Project Co Party, whose presence, in the reasonable opinion of the City is likely to have an adverse effect on the Governmental Activities or who, in the reasonable opinion of the City is not a fit and proper person to be at the Belfast MSF Expansion Site for any reason, including a failure to comply with any of the City's policies or any immediate obligation of the City to ensure the safety and well being of persons at the Belfast MSF Expansion Site.

24.3 Confirmation of Action [Section 28.3]

- (a) Any action taken under Section 24.2 [28.2] shall promptly be confirmed by the City to Project Co and, for greater certainty, shall not relieve Project Co of any of its obligations under this Schedule.

24.4 Finality as to Admission [Section 28.4]

- (a) Any decision of the City made pursuant to Section 24.2 [28.2] shall be final and conclusive.

24.5 Staff Competency [Section 28.5]

- (a) Project Co shall ensure that:
- (i) there shall at all times be a sufficient number of persons employed or engaged by Project Co or any Belfast MSF Expansion Project Co Party (including all relevant grades of supervisory staff) engaged in the performance of the Belfast MSF Expansion Works with the requisite level of skill and experience to perform the Belfast MSF Expansion Works in accordance with this Schedule. For greater certainty, this obligation shall include ensuring that there are a sufficient number of such skilled and experienced persons employed or engaged by Project Co or any Belfast MSF Expansion Project Co Party to complete the Belfast MSF Expansion Works in accordance with the Belfast MSF Expansion Works Schedule and to cover periods of holiday, sickness and other absence;
 - (ii) all persons employed or engaged by Project Co or any Belfast MSF Expansion Project Co Party (including all relevant grades of supervisory staff) engaged in the performance of the Belfast MSF Expansion Works receive such training and supervision as is necessary to ensure the proper performance of this Schedule and compliance with all health and safety rules, procedures and requirements and Authority Requirement;
 - (iii) it creates and maintains, and causes all Belfast MSF Expansion Project Co Parties to create and maintain, a process which allows it to assess, monitor and correct, on an ongoing basis, the competency of persons employed or engaged by Project Co or any Belfast MSF Expansion Project Co Party (including all relevant grades of supervisory staff) engaged in the performance of the Belfast MSF Expansion Works to ensure the proper performance of this Schedule.
- (b) Project Co and all Belfast MSF Expansion Project Co Parties shall be responsible for the cost of all training and certification for Belfast MSF Expansion Employees.

24.6 Human Resources Policies [Section 28.6]

- (a) Project Co shall ensure that there are set up and maintained by it and by all Belfast MSF Expansion Project Co Parties, human resources policies and procedures covering all relevant matters relating to the Belfast MSF Expansion Works (including, for example, health and safety). Project Co and all Belfast MSF Expansion Project Co Parties shall ensure that the terms and the implementation of such policies and procedures comply with Applicable Law, Authority Requirement and Good Industry Practice (Works) and that they are published in written form and that copies of them (and any revisions and amendments to them) are available to the City on a timely basis.

24.7 Governmental Authority [Section 28.7]

- (a) Project Co shall ensure that it and all Belfast MSF Expansion Project Co Parties comply at all times with any regulations, policies or directions set by any Governmental Authority related to labour, employment and/or human resources.

24.8 City Human Resources Policies [Section 28.8]

- (a) The City may, by written notice, require that Project Co or any Belfast MSF Expansion Project Co Party comply with a specified human resources policy of the City.
- (b) Project Co may, within 90 days of receiving such notice, notify the City, in writing, that compliance with such City policy necessitates a change in the Belfast MSF Expansion Output Specifications. Within 30 Business Days of receipt of such notice, the City shall respond to Project Co indicating whether or not it agrees that compliance with the Policy necessitates a change in the Belfast MSF Expansion Output Specifications. If it does agree, the City shall initiate the procedure set out in Schedule 22 – Variation Procedure to the Project Agreement as soon as reasonably practicable. If it does not agree, the matter may be referred for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement.

24.9 Convictions [Section 28.9]

- (a) Project Co (to the extent permitted by Applicable Law) shall cause each Belfast MSF Expansion Project Co Party to, ensure that all potential employees (including, for greater certainty, permanent, temporary, full-time and part-time employees):
- (i) are questioned concerning their Relevant Convictions; and
 - (ii) are required to complete and deliver to Project Co a criminal records search form.

24.10 Effect of Convictions [Section 28.10]

- (a) Project Co (to the extent permitted by Applicable Law) shall, and shall cause each Belfast MSF Expansion Project Co Party to, ensure that no person who discloses any Relevant Convictions, or who is found to have any Relevant Convictions following the completion of a criminal records search, or of which Project Co or a Belfast MSF Expansion Project Co Party is aware or ought to be aware, is allowed access to the Belfast MSF Expansion Site, without the prior written consent of the City, in its Discretion.

24.11 Intentionally Deleted**24.12 Intentionally Deleted**

25. DAMAGE AND DESTRUCTION [ARTICLE 30]**25.1 Restoration and Reinstatement of Damage or Destruction [Section 30.1]**

- (a) Unless this Schedule is terminated in accordance with its terms, if all or any part of the Belfast MSF Expansion Works is damaged or destroyed prior to Belfast MSF Expansion Final Completion, Project Co shall, at its own cost and expense, repair or replace, as applicable, the Belfast MSF Expansion Works or such part of the Belfast MSF Expansion Works, as applicable (the “**Belfast MSF Expansion Reinstatement Work**”) promptly and in any event as soon as practicable in the circumstances. Except as otherwise expressly provided in this Schedule, damage to or destruction of all or any part of the Belfast MSF Expansion Works shall not terminate this Schedule or relieve Project Co of any of its obligations hereunder or entitle Project Co to any compensation from the City.

26. PAYMENT [ARTICLE 34]

Payment for Belfast MSF Expansion Works shall be made in accordance with the provisions of Appendix 21 - Construction Payments.

26.1 Electronic Invoicing [Section 34.7]

- (a) Project Co shall cooperate with the reasonable requirements of the City, and shall submit its invoices and all other documentation relating to this Schedule in a form and with the structure and content as is reasonably required to be compatible with the City’s information systems.

26.2 Payments [Section 34.10]

- (a) Unless specific timeframes are stipulated for payment of any amounts owing or payable by one Party to the other Party under this Schedule, such amounts shall be due within 30 days of receipt or deemed receipt of an invoice therefor.
- (b) Project Co shall maintain or cause to be maintained all holdbacks required pursuant to the CLA and shall only release holdbacks on being satisfied that no claims for lien can be claimed in respect of the Belfast MSF Expansion Subcontracts for which holdbacks are to be released.

26.3 Manner of Payment [Section 34.11]

- (a) All payments under this Schedule shall be made in Canadian dollars and shall be electronically transferred, quoting the invoice number or description against which payment is made, in immediately available funds on the due date to a single bank account located in Canada as may be designated by the recipient from time to time by written notice to the other Party.
- (b) If the due date is not a Business Day, then the electronic transfer shall be made on the Business Day immediately succeeding such day.

26.4 Set Off [Section 34.13]

- (a) The Parties agree that their rights of set off at law or in equity are limited to the right of:
- (i) the City to set off against any amounts otherwise due to Project Co pursuant to the terms of this Schedule, any amounts (including, without limitation, any amounts payable in accordance with Section 46) which are due to the City by Project Co pursuant to the terms of this Schedule; and
 - (ii) Project Co to set off against any amounts otherwise due to the City pursuant to the terms of this Schedule, any amounts (including, without limitation, any amounts payable in accordance with Section 46) which are due to Project Co by the City pursuant to the terms of this Schedule.

26.5 Effect of Payment [Section 34.14]

- (a) No payment hereunder shall be construed as an acceptance or approval of incomplete, defective or improper performance by Project Co of any of its obligations under this Schedule, nor shall it operate to relieve Project Co from the performance of any of its obligations under this Schedule which have not been performed.

26.6 No Other Entitlement [Section 34.16]

- (a) Project Co shall not be entitled to any payments, compensation, rights, remedies, benefits or entitlements under or in connection with this Schedule, except as specifically and expressly set out in this Schedule.

27. TAXES [ARTICLE 35]**27.1 Taxes**

- (a) All amounts specified in this Schedule are expressed exclusive of HST but inclusive of all other Taxes. Applicable HST shall be paid simultaneously with any amount due hereunder, including, for clarity, any compensation on termination.
- (b) The City shall pay, when due and payable, all property taxes or payments in lieu of property taxes that are assessed in respect of ownership or use of the Belfast MSF Expansion Site.

27.2 Changes in Recoverability of Tax Credits [Section 35.2]

- (a) The City will pay to Project Co from time to time, as the same is incurred by Project Co, amounts equal to any Irrecoverable Tax to the extent such Irrecoverable Tax results from a Belfast MSF Expansion Change in Law. In the event an Irrecoverable Tax becomes a Recoverable Tax as a result of a Belfast MSF Expansion Change in Law, Project Co will pay to the City from time to time, as the same is recovered by Project Co, amounts equal to such Recoverable Tax.

- (b) For the purposes of this Section 27.2 [35.2], the term “**Irrecoverable Tax**” means HST or an irrecoverable sales tax levied by the Legislative Assembly of Ontario in lieu of all or a portion of HST incurred by Project Co in respect of the supply of any good or service to the City which is consumed, used or supplied, or to be consumed, used or supplied, exclusively by Project Co in the course of carrying out the Belfast MSF Expansion Works or otherwise performing the activities within the Belfast MSF Expansion Project Scope to the extent that Project Co is unable to recover or be credited with input tax credits, refunds, rebates or exemptions for such HST, or after obtaining an input tax credit, is required to pay an additional amount to the Canada Revenue Agency equal to all or part of the input tax credit claimed.
- (c) For the purposes of this Section 27.2 [35.2], the term “**Recoverable Tax**” means HST incurred by Project Co in respect of the supply of any good or service to the City which is consumed, used or supplied, or to be consumed, used or supplied, exclusively by Project Co in the course of carrying out the Belfast MSF Expansion Works or otherwise performing the activities within the Belfast MSF Expansion Project Scope to the extent that Project Co is able to recover or be credited with input tax credits, refunds, rebates or exemptions for such HST.

28. FINANCIAL MODEL [ARTICLE 36]

28.1 Delivery and Use of Belfast MSF Expansion Financial Model [Section 36.2]

- (a) In accordance with Appendix 2 - Completion Documents, Project Co shall deliver copies of the Belfast MSF Expansion Financial Model (2 copies on USB memory stick) to the City.
- (b) Following the approval by the City of any amendment to the Belfast MSF Expansion Financial Model, Project Co shall promptly deliver copies of the revised Belfast MSF Expansion Financial Model, in the same form as the original Belfast MSF Expansion Financial Model (or such other form as may be agreed by the Parties from time to time), to the City.
- (c) Project Co hereby grants to the City an irrevocable, royalty free, perpetual, non-exclusive and transferable licence, including the right to grant sub-licences, to use the Belfast MSF Expansion Financial Model or any revised Belfast MSF Expansion Financial Model for any purpose in connection with this Schedule, whether during or after the Belfast MSF Expansion Project Term.
- (d) For greater certainty, Project Co acknowledges and agrees that the City shall not be liable to Project Co for, and Project Co shall not seek to recover from the City or any Belfast MSF Expansion City Party any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) as a result of any errors in the Belfast MSF Expansion Financial Model.

29. RECORDS, INFORMATION AND AUDIT [ARTICLE 37]**29.1 Records Provisions [Section 37.1]**

- (a) Project Co shall comply with Appendix 26 - Record Provisions.
- (b) The provisions of Section 37.1(b) of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion.

29.2 Information and General Audit Rights [Section 37.2]

- (a) The provisions of Section 37.2 of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion.

30. CHANGES IN LAW [ARTICLE 38]**30.1 Performance after Belfast MSF Expansion Change in Law [Section 38.1]**

- (a) Following any and all Belfast MSF Expansion Changes in Law, Project Co shall carry out the activities within the Belfast MSF Expansion Project Scope in accordance with the terms of this Schedule, including in compliance with Applicable Law.

30.2 Belfast MSF Expansion Works Change in Law [Section 38.2]

- (a) On the occurrence of a Belfast MSF Expansion Works Change in Law:
 - (i) either Party may give notice to the other of the need for a Variation as a result of such Belfast MSF Expansion Works Change in Law;
 - (ii) the Parties shall meet within 10 Business Days of such notice to consult with respect to the effect of the Belfast MSF Expansion Works Change in Law and to reach an agreement on whether a Variation is required as a result of such Belfast MSF Expansion Works Change in Law, and, if the Parties have not, within 10 Business Days of this meeting, reached an agreement, either Party may refer the question of whether a Belfast MSF Expansion Works Change in Law has occurred or the effect of any Belfast MSF Expansion Works Change in Law for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement; and
 - (iii) the City shall, within 10 Business Days of agreement or determination that a Variation is required, issue a Variation Enquiry and the relevant provisions of Schedule 22 – Variation Procedure to the Project Agreement shall apply except that:
 - (A) Project Co may only object to any such Variation Enquiry on the grounds that the implementation of the Variation would not enable it to comply with the Belfast MSF Expansion Works Change in Law;

- (B) Project Co shall be responsible for obtaining all Project Co Belfast MSF Expansion Permits, Licences and Approvals required in respect of the Variation;
- (C) the City shall not be entitled to withdraw any such Variation Enquiry unless the Parties otherwise agree;
- (D) Project Co shall proceed to implement the Variation within such period as will enable it to comply with the Belfast MSF Expansion Works Change in Law as soon as reasonably practicable; and
- (E) Project Co shall not be entitled to any payment or other compensation or relief from performance of its obligations under this Schedule in respect of any Belfast MSF Expansion Works Change in Law or associated Variation other than as established pursuant to Schedule 22 – Variation Procedure to the Project Agreement.

30.3 Belfast MSF Expansion Relevant Change in Law [Section 38.3]

- (a) On the occurrence of a Belfast MSF Expansion Relevant Change in Law, either Party shall be entitled to seek compensation for any increase or decrease (as the case may be) in the net cost to Project Co of performing the activities within the Belfast MSF Expansion Project Scope so as to put such Party in no better and no worse position than it would have been in had the Belfast MSF Expansion Relevant Change in Law not occurred. Any such compensation shall be calculated in accordance with this Section 30.3.
- (b) On the occurrence of a Belfast MSF Expansion Relevant Change in Law:
 - (i) either Party may give notice to the other of the need for a Variation as a result of such Belfast MSF Expansion Relevant Change in Law;
 - (ii) the Parties shall meet within 10 Business Days of such notice to consult with respect to the effect of the Belfast MSF Expansion Relevant Change in Law and to reach an agreement on whether a Variation is required as a result of such Belfast MSF Expansion Relevant Change in Law, and, if the Parties have not, within 10 Business Days of this meeting, reached an agreement, either Party may refer the question of whether a Belfast MSF Expansion Relevant Change in Law has occurred or the effect of any Belfast MSF Expansion Relevant Change in Law for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement; and
 - (iii) the City shall, within 10 Business Days of agreement or determination that a Variation is required, issue a Variation Enquiry and the relevant provisions of Schedule 22 – Variation Procedure to the Project Agreement shall apply except that:

- (A) Project Co may only object to any such Variation Enquiry on the grounds that the implementation of the Variation would not enable it to comply with the Belfast MSF Expansion Relevant Change in Law;
- (B) Project Co shall be responsible for obtaining all Belfast MSF Expansion Development Approvals and Project Co Belfast MSF Expansion Permits, Licences and Approvals required in respect of the Variation;
- (C) the City shall not be entitled to withdraw any such Variation Enquiry unless the Parties otherwise agree;
- (D) Project Co shall proceed to implement the Variation within such period as will enable it to comply with the Belfast MSF Expansion Relevant Change in Law as soon as reasonably practicable;
- (E) the Parties shall, without prejudice to their respective general obligations to comply with the terms of this Schedule:
 - (I) use commercially reasonable efforts to mitigate the adverse effects of any Belfast MSF Expansion Relevant Change in Law and take commercially reasonable steps to minimize any increase in costs arising from such Belfast MSF Expansion Relevant Change in Law; and
 - (II) use commercially reasonable efforts to take advantage of any positive or beneficial effects of any Belfast MSF Expansion Relevant Change in Law and take commercially reasonable steps to maximize any reduction in costs arising from such Belfast MSF Expansion Relevant Change in Law; and
- (F) any entitlement to compensation payable shall be in accordance with this Section 30.3, and any calculation of compensation shall take into consideration, *inter alia*:
 - (I) any failure by a Party to comply with Section 30.3(b)(iii)(E);
 - (II) Intentionally deleted;
 - (III) any increase or decrease in its costs resulting from such Belfast MSF Expansion Relevant Change in Law; and
 - (IV) any amount which Project Co recovers under any insurance policy (or would recover if it complied with its obligations to insure under this Schedule or the terms of any policy of insurance required under this Schedule) which amount, for greater certainty, shall not include the amount of any excess or deductibles or any amount above the maximum insured amount applicable to any such insurance policy.

- (c) [Intentionally Deleted].
- (d) Project Co shall not be entitled to any payment or compensation or, except as provided in Section 32 or otherwise in this Schedule, relief in respect of any Belfast MSF Expansion Relevant Change in Law, or the consequences thereof, other than in accordance with this Section 30.3, and Section 33 shall be construed accordingly.
- (e) In relation to a Belfast MSF Expansion Relevant Change in Law that results in a net increase or decrease in costs incurred by Project Co in delivery of the activities within the Belfast MSF Expansion Project Scope, taking into consideration, *inter alia*, Section 30.3(b)(iii)(E)(II), if the cost impact of such Belfast MSF Expansion Relevant Change in Law in a given Contract Year (in aggregate with all other such Belfast MSF Expansion Relevant Changes in Law that have a cost impact in the same Contract Year) amounts to less than \$10,000 (index linked), neither the City nor Project Co shall be entitled to any payment or compensation pursuant to this Section 30.3 or otherwise in respect of the cost impact of that Belfast MSF Expansion Relevant Change in Law in that Contract Year, or, except as provided in Section 32 or otherwise in this Schedule, any other relief in respect of such Belfast MSF Expansion Relevant Change in Law in that Contract Year.

30.4 Changes to OLRT Regulations [Section 38.4]

For greater certainty, a change to the OLRT Regulations, including the adoption of a supplemental or new OLRT Regulation, that relates to or otherwise impacts the Belfast MSF Expansion Project Scope shall be considered to be a Belfast MSF Expansion Discriminatory Change in Law if Project Co objects in writing to the change unless the City can demonstrate (with a supporting declaration from the City Representative) that:

- (a) the change to the OLRT Regulations was: (i) caused by or the result of a Belfast MSF Expansion Change in Law emanating from a Governmental Authority other than the City and without prior consultation regarding the change by that Governmental Authority with the City and (ii) not a Belfast MSF Expansion Specific Change in Law; or
- (b) the change to the OLRT Regulations: (i) was caused by or the result or outcome of a Belfast MSF Expansion Change in Law emanating from a department or division of the City having no direct authority or responsibility over the Belfast MSF Expansion; (ii) involved no prior consultation by that City department or division with, or direction from, a City employee or Belfast MSF Expansion City Party who has responsibility or authority in respect of the Belfast MSF Expansion; and (iii) is not a Belfast MSF Expansion Specific Change in Law.

30.5 City Rights, Powers and Authority [Section 38.5]

Nothing in this Schedule fetters or otherwise interferes with, limits or compromises the rights, powers, and authority of the City to:

- (a) adopt, enact, implement, amend, repeal or replace any enactment, law or regulation, including the OLRT Regulations;
- (b) exercise or refrain from exercising any discretion conferred upon the City under Applicable Laws and the Delegation Agreement; or
- (c) administer, apply and enforce Applicable Laws, including the OLRT Regulations.

31. VARIATIONS [ARTICLE 39]

31.1 Variation Procedure [Section 39.1]

- (a) Except as otherwise expressly provided in this Schedule, Schedule 22 – Variation Procedure to the Project Agreement shall apply in respect of Variations that relate to the Belfast MSF Expansion.
- (b) For greater certainty, Project Co shall, subject to and in accordance with Schedule 22 – Variation Procedure to the Project Agreement, be entitled to a Variation if a written direction issued by or on behalf of the City to Project Co or any Belfast MSF Expansion Project Co Party results in a variation, addition, reduction, substitution, omission, modification, deletion, removal or other change to the whole or any part of the Belfast MSF Expansion Project Scope, including in relation to the whole or any part of the Belfast MSF Expansion Works.
- (c) Without limiting Project Co’s obligations pursuant to Schedule 22 – Variation Procedure to the Project Agreement, Project Co shall include in each Belfast MSF Expansion Subcontract, and shall cause each Belfast MSF Expansion Project Co Party to comply with, the Variation Procedure, to the extent that the Variation Procedure requires Project Co to minimize the cost and impact of Variations as to scope of the Belfast MSF Expansion Works.

31.2 Innovation and Value Engineering [Section 39.2]

- (a) Intentionally deleted.
- (b) If an innovation and value engineering proposal is at any time and from time to time originated and initiated solely by Project Co in relation to the Belfast MSF Expansion Works, Project Co may make an Innovation Proposal by notice to the City. The provisions of Section 39.2 of the Project Agreement shall apply to such an Innovation Proposal *mutatis mutandis*.

32. BELFAST MSF EXPANSION DELAY EVENTS [ARTICLE 40]

32.1 Definition [Section 40.1]

- (a) For the purposes of this Schedule, “**Belfast MSF Expansion Delay Event**” means any of the following events or circumstances only to the extent, in each case, that it affects the Belfast MSF Expansion Works so as to cause a delay in achieving the Belfast MSF

Expansion Substantial Completion by the Belfast MSF Scheduled Substantial Completion Date:

- (i) the implementation of a Variation to the extent Project Co has identified such delay in its Estimate and such delay has been documented in the Variation Confirmation;
- (ii) any breach by the City of any of the City's obligations under this Schedule including any delay by the City in giving access to the Belfast MSF Expansion Lands pursuant to Section 12.1(a) of this Schedule, any obstruction of the rights afforded to Project Co under Section 12.1(a) of this Schedule or any delay by the City in carrying out its obligations set forth in Appendix 10 - Review Procedure, except to the extent that any such breach is caused, or contributed to, by Project Co or any Belfast MSF Expansion Project Co Party;
- (iii) an uncovering of the Belfast MSF Expansion Works where such Belfast MSF Expansion Works are not subsequently found to be defective or not in compliance with the requirements of this Schedule (including the Belfast MSF Expansion Output Specifications and the Belfast MSF Expansion Design Data), unless such uncovering of the Belfast MSF Expansion Works was reasonable in the light of other defects or non-compliance previously discovered by the City in respect of the same or a similar component of the Belfast MSF Expansion Works;
- (iv) a requirement pursuant to Section 14.2(e)(i), 14.2(f) or 14.2(g) for Project Co to perform any alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Works, or to suspend or delay performance of the Belfast MSF Expansion Works, upon the discovery of Contamination, which alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Works, or suspension or delay in the performance of the Belfast MSF Expansion Works, would not otherwise be required under this Schedule;
- (v) a requirement pursuant to Section 14.3(c)(ii)(A) or 14.3(d) for Project Co to perform any alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Works, or to suspend or delay performance of the Belfast MSF Expansion Works, upon the discovery of any fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Works, or suspension or delay in the performance of the Belfast MSF Expansion Works, would not otherwise be required under this Schedule;
- (vi) a requirement pursuant to Section 14.4(a) or 14.4(c) for Project Co to perform any alteration, addition, demolition, extension or variation in the Belfast MSF Expansion Works, or to suspend or delay performance of the Belfast MSF Expansion Works, upon the discovery of Species-at-Risk for which the City is responsible, which alteration, addition, demolition, extension, or variation in the Belfast MSF Expansion Works, or suspension or delay in the performance of the

Belfast MSF Expansion Works, would not otherwise be required under this Schedule;

- (vii) subject to compliance by Project Co with the provisions of Section 8.6 [9.7], damage, costs or delays from the execution of Additional Belfast MSF Expansion Works or Belfast MSF Expansion Third Party Works on the Belfast MSF Expansion by Additional Belfast MSF Expansion Contractors or Belfast MSF Expansion Third Party Contractors, as applicable, in the circumstances described in Section 8.6(e) [9.7(e)];
- (viii) a requirement pursuant to Section 13.1 of Schedule 27 – Dispute Resolution Procedure to the Project Agreement for Project Co to proceed in accordance with the direction of the City during the pendency of a Dispute relating to the Belfast MSF Expansion Project Scope, which Dispute is subsequently determined in Project Co's favour;
- (ix) an event of Belfast MSF Expansion Force Majeure;
- (x) a Belfast MSF Expansion Relief Event;
- (xi) a Belfast MSF Expansion Relevant Change in Law;
- (xii) any change to the terms, conditions or requirements of the Environmental Assessments, except in each case to the extent resulting from any change by Project Co in the design of the Belfast MSF Expansion Project or from any other act or omission on the part of Project Co;
- (xiii) the discovery of any Latent Defect for which the City is responsible pursuant to Section 16.5 of the Project Agreement as applied to the Belfast MSF Expansion by Section 14.5, including a requirement pursuant to Section 16.5(b) of the Project Agreement as so applied for Project Co to undertake any action in accordance with the instructions of the City to remedy a Latent Defect for which the City is responsible pursuant to Section 16.5(a) of the Project Agreement as so applied;
- (xiv) [intentionally deleted];
- (xv) a stop work order issued by a Governmental Authority in respect of the Belfast MSF Expansion Works, provided that such order was not issued as a result of a Belfast MSF Expansion Relief Event, an act of Belfast MSF Expansion Force Majeure or as a result of an act, omission or fault of Project Co or a Belfast MSF Expansion Project Co Party;
- (xvi) [intentionally deleted];
- (xvii) a failure by the City to obtain a requirement pursuant to Section 7.2(c) provided Project Co has fulfilled its obligations pursuant to Section 7.2(c);

- (xviii) [intentionally deleted];
- (xix) [intentionally deleted];
- (xx) [intentionally deleted];
- (xxi) any proposed amendment to the OLRT Regulations are or the Support Documentation is consistent with the requirements of Section 2(a) of Schedule 15-4 – Regulatory Standards to the Project Agreement and the City’s refusal to approve the such amendments has resulted or will result in a delay or incremental expense or liability to Project Co in the performance of activities within the Belfast MSF Expansion Project Scope that cannot be reasonably mitigated by Project Co; or
- (xxii) a Delay Event occurs under Article 40 of the Project Agreement.

32.2 Consequences of a Belfast MSF Expansion Delay Event [Section 40.2]

- (a) Project Co shall provide written notice to the City Representative and the Independent Certifier within 5 Business Days of becoming aware of the occurrence of Belfast MSF Expansion Delay Event. Project Co shall, within 10 Business Days after such notification, provide further written details to the City Representative and the Independent Certifier which shall include:
 - (i) a statement of which Belfast MSF Expansion Delay Event the claim is based upon;
 - (ii) details of the circumstances from which the Belfast MSF Expansion Delay Event arises;
 - (iii) details of the contemporary records which Project Co shall maintain to substantiate its claim for extra time;
 - (iv) details of the consequences (whether direct or indirect, financial or non-financial) which such Belfast MSF Expansion Delay Event may have upon the Belfast MSF Expansion Scheduled Substantial Completion Date; and
 - (v) details of any measures which Project Co proposes to adopt to mitigate the consequences of such Belfast MSF Expansion Delay Event.
- (b) As soon as possible but in any event within 3 Business Days of Project Co receiving, or becoming aware of, any supplemental information which may further substantiate or support Project Co’s claim, Project Co shall submit further particulars based on such information to the City Representative and the Independent Certifier.
- (c) The City Representative shall, after receipt of written details under Section 32.2(a) [40.2(a)], or of further particulars under Section 32.2(b) [40.2(b)], be entitled by written notice to require Project Co to provide such further supporting particulars as the City

Representative may reasonably consider necessary. Project Co shall afford the City Representative and the Independent Certifier reasonable facilities for investigating the validity of Project Co's claim, including, without limitation, on-site inspection.

- (d) Subject to the provisions of this Section 32 [40], the City Representative shall allow Project Co an extension of time equal to the delay caused by the Belfast MSF Expansion Delay Event and shall fix a revised Belfast MSF Expansion Scheduled Substantial Completion Date as soon as reasonably practicable and in any event within 10 Business Days of the later of:
- (i) the date of receipt by the City Representative of Project Co's notice given in accordance with Section 32.2(a) [40.2(a)] and the date of receipt of any further particulars (if such are required under Section 32.2(c) [40.2(c)]), whichever is later; and
 - (ii) the date of receipt by the City Representative of any supplemental information supplied by Project Co in accordance with Section 32.2(b) [40.2(b)] and the date of receipt of any further particulars (if such are required under Section 32.2(c) [40.2(c)]), whichever is later.
- (e) intentionally deleted.
- (f) intentionally deleted.
- (g) intentionally deleted.
- (h) Intentionally deleted.
- (i) If:
- (i) the City Representative declines to fix a revised Belfast MSF Expansion Scheduled Substantial Completion Date;
 - (ii) Project Co considers that a different Belfast MSF Expansion Scheduled Substantial Completion Date should be fixed; or
 - (iii) there is a dispute as to whether a Belfast MSF Expansion Delay Event has occurred,

then Project Co shall be entitled to refer the matter for determination by the Independent Certifier. The decision of the Independent Certifier may be disputed by either Party and referred for resolution in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement.

32.3 Mitigation [Section 40.3]

- (a) If Project Co is (or claims to be) affected by a Belfast MSF Expansion Delay Event, Project Co shall, and shall require all Belfast MSF Expansion Project Co Parties to, take and continue to take commercially reasonable steps:
- (i) to eliminate or mitigate the consequences of such event upon the performance of its obligations under this Schedule;
 - (ii) to continue to perform its obligations under this Schedule to the extent possible notwithstanding the Belfast MSF Expansion Delay Event; and
 - (iii) to resume performance of its obligations under this Schedule affected by the Belfast MSF Expansion Delay Event as soon as practicable.
- (b) To the extent that Project Co does not comply with its obligations under this Section 32.3 [40.3], such failure shall be taken into account in determining Project Co's entitlement to an extension of time pursuant to this Section 32 [40].

33. BELFAST MSF EXPANSION COMPENSATION EVENTS [ARTICLE 41]**33.1 Definition**

- (a) For the purposes of this Schedule, “**Belfast MSF Expansion Compensation Event**” means any event referred to in Sections 32.1(a)(ii), 32.1(a)(iii), 32.1(a)(iv), 32.1(a)(v), 32.1(a)(vi), 32.1(a)(viii), 32.1(a)(xii), 32.1(a)(xiii), 32.1(a)(xv), 32.1(a)(xvii), 32.1(a)(xxi) and 32.1(a)(xxii) as a direct result of which Project Co has incurred loss or expense, whether or not any of these events has also caused a delay.

33.2 Consequences of a Belfast MSF Expansion Compensation Event

- (a) If a Belfast MSF Expansion Compensation Event occurs, Project Co's sole right to compensation shall be as set out in this Section 33 [41]. For greater certainty, except as aforesaid, no other Belfast MSF Expansion Delay Event shall entitle Project Co to receive any compensation, except as otherwise provided in:
- (i) Schedule 22 – Variation Procedure to the Project Agreement, in the case of a Belfast MSF Expansion Delay Event referred to in Section 32.1(a)(i) [40.1(a)(i)];
 - (ii) Section 35 [44], in the case of a Belfast MSF Expansion Delay Event referred to in Section 32.1(a)(ix) [40.1(a)(ix)];
 - (iii) Section 34 [43], in the case of a Belfast MSF Expansion Delay Event referred to in Section 32.1(a)(x) [40.1(a)(x)]; and
 - (iv) Section 30 [38], in the case of a Belfast MSF Expansion Delay Event referred to in Section 32.1(a)(xi) [40.1(a)(xi)].

- (b) Subject to Sections 33.3 and 33.4 [41.3 and 41.4], if it is agreed, or determined in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement, that there has been a Belfast MSF Expansion Compensation Event, Project Co shall be entitled to such compensation as would place Project Co in no better and no worse position than it would have been in had the relevant Belfast MSF Expansion Compensation Event not occurred. For greater certainty, in respect of a Belfast MSF Expansion Compensation Event that is also a Belfast MSF Expansion Delay Event, such compensation will include amounts which, but for the Belfast MSF Expansion Delay Event, would have been paid by the City to Project Co. Project Co shall promptly provide the City Representative with any information the City Representative may require in order to determine the amount of such compensation.
- (c) If the City is required to compensate Project Co pursuant to this Section 33.2 [41.2], then the City shall either pay such compensation as a lump sum payment or by payments at times and in a manner to be agreed with Project Co, acting reasonably.

33.3 Mitigation

- (a) If Project Co is (or claims to be) affected by a Belfast MSF Expansion Compensation Event, Project Co shall, and shall require all Belfast MSF Expansion Project Co Parties to, take and continue to take commercially reasonable steps to minimize the amount of compensation due in accordance with this Section 33 [41] in relation to any Belfast MSF Expansion Compensation Event.
- (b) To the extent that Project Co does not comply with its obligations under this Section 33.3 [41.3], such failure shall be taken into account in determining Project Co's entitlement to relief pursuant to this Section 33 [41].

33.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 33 [41] shall be reduced by any amount which Project Co or a Belfast MSF Expansion Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Schedule in respect of insurance or the terms of any policy of insurance required under this Schedule, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

34. BELFAST MSF EXPANSION RELIEF EVENTS

34.1 Definition

- (a) For the purposes of this Schedule, “**Belfast MSF Expansion Relief Event**” means any of the following events or circumstances to the extent, in each case, that it causes any failure by a Party to perform any of its obligations under this Schedule:

- (i) fire, explosion, lightning, storm, tempest, hurricane, tornado, flood, ionizing radiation (to the extent it does not constitute Belfast MSF Expansion Force Majeure), earthquake, riot or civil commotion;
- (ii) failure by any Utility Company, Railway Company, local authority or other like body to perform works or provide services, provided, however, that a failure by any Utility Company to perform works or provide services in connection with the construction, installation or relocation of Utility Infrastructure in connection with the Belfast MSF Expansion Works shall not, in any event, be cause for a Belfast MSF Expansion Relief Event, unless Project Co:
 - (A) has performed its obligations under any applicable Utility Agreement and the relevant Utility Company has failed to meet its obligations thereunder; and
 - (B) has made all, and is continuing to make any, commercially reasonable efforts to diligently enforce its legal rights under any applicable Utility Agreement and otherwise cause the Utility Company to perform those works or services;
- (iii) accidental loss or damage to the Belfast MSF Expansion Works or any roads servicing the Belfast MSF Expansion Site;
- (iv) without prejudice to any obligation of Project Co to provide stand-by power facilities in accordance with this Schedule, failure or shortage of power, fuel or transport;
- (v) blockade or embargo falling short of Belfast MSF Expansion Force Majeure;
- (vi) any official or unofficial strike, lockout, work to rule or other labour-related action generally affecting the Belfast MSF Expansion, the construction industry (or a significant sector of the industry), the facilities maintenance industry or transit systems in the Province of Ontario; or
- (vii) any civil disobedience or protest action, including any action taken by any person or persons protesting or demonstrating against the carrying out of any part of the Belfast MSF Expansion Project Scope or the construction and/or operation of transit systems or public highways in general, provided, however, that a civil disobedience or protest action shall not, in any event, be cause for a Belfast MSF Expansion Relief Event unless Project Co has fully complied with Section 8.5 [9.6];

provided, in each case, that such event does not arise (directly or indirectly) as a result of any act or omission of the Party claiming relief and (i) in the case of Project Co claiming relief, as a result of any act or omission of any Belfast MSF Expansion Project Co Party or (ii) in the case of the City claiming relief, as a result of any act or omission of any Belfast MSF Expansion City Party.

34.2 Consequences of a Belfast MSF Expansion Relief Event

- (a) Subject to Section 34.3 [43.3] no right of termination, other than either Party's right to terminate this Schedule pursuant to Section 38.1 [47.1], shall arise under this Schedule or the Project Agreement by reason of any failure by a Party to perform any of its obligations under this Schedule or the Project Agreement, but only to the extent that such failure to perform is caused by the occurrence of a Belfast MSF Expansion Relief Event (it being acknowledged and agreed by the Parties that all other rights and obligations of the Parties under this Schedule or the Project Agreement remain unaffected by the occurrence of a Belfast MSF Expansion Relief Event).
- (b) In respect of a Belfast MSF Expansion Relief Event that is also a Belfast MSF Expansion Delay Event pursuant to Section 32.1(a)(ix) [40.1(a)(ix)]:
- (i) Project Co shall only be relieved of its obligations under this Schedule to the extent, if any, provided for in Section 32 [40]; and
 - (ii) in respect of a Belfast MSF Expansion Relief Event occurring prior to the Initial Capital Investment Date or Belfast MSF Expansion Substantial Completion which Initial Capital Investment or Belfast MSF Expansion Substantial Completion is affected by that Belfast MSF Expansion Delay Event and referred to in Section 34.1(a)(ii) [43.1(a)(ii)], 34.1(a)(iv) [43.1(a)(iv)], 34.1(a)(v) [43.1(a)(v)], 34.1(a)(vi) [43.1(a)(vi)] or 34.1(a)(vii) [43.1(a)(vii)] on the earlier of: (A) the Initial Capital Investment Date, (B) the Belfast MSF Expansion Substantial Completion Date, and (C) the date of payment of the City Belfast MSF Expansion Default Termination Sum or Belfast MSF Expansion Non-Default Termination Sum (and as a part thereof) in accordance with Appendix 23 – Compensation on Termination, the City shall pay to Project Co an amount equal to the Belfast MSF Expansion Senior Debt Service Amount accrued and paid or which became payable in accordance with the Belfast MSF Expansion Lending Agreements during the period of delay by Project Co or any Belfast MSF Expansion Project Co Party to the Belfast MSF Expansion Senior Lenders up to and including such date, together with interest thereon at the rate payable on the Belfast MSF Expansion Senior Debt Amount, which, but for the Belfast MSF Expansion Delay Event, would not have been paid by Project Co to the Belfast MSF Expansion Senior Lenders.
- (c) Subject to Section 40 [49], Project Co's sole right to payment or otherwise in relation to the occurrence of a Belfast MSF Expansion Relief Event shall be as provided in this Section 34 [43].

34.3 Mitigation and Process

- (a) Where a Party is (or claims to be) affected by a Belfast MSF Expansion Relief Event, such Party shall take commercially reasonable steps to mitigate the consequences of the Belfast MSF Expansion Relief Event upon the performance of its obligations under this Schedule, shall resume performance of its obligations affected by the Belfast MSF

Expansion Relief Event as soon as practicable and shall use commercially reasonable efforts to remedy its failure to perform.

- (b) To the extent that the Party claiming relief does not comply with its obligations under this Section 34.3 [43.3], such failure shall be taken into account in determining such Party's entitlement to relief pursuant to this Section 34 [43].
- (c) The Party claiming relief shall give written notice to the other Party within 5 Business Days of such Party becoming aware of the relevant Belfast MSF Expansion Relief Event. Such initial notice shall give sufficient details to identify the particular event claimed to be a Belfast MSF Expansion Relief Event.
- (d) A subsequent written notice shall be given by the Party claiming relief to the other Party within a further 5 Business Days of the initial notice, which notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including, without limitation, the effect of the Belfast MSF Expansion Relief Event on the ability of the Party to perform, the action being taken in accordance with Section 34.3(a) [43.3(a)], the date of the occurrence of the Belfast MSF Expansion Relief Event, and an estimate of the period of time required to overcome the Belfast MSF Expansion Relief Event and/or its effects.
- (e) The Party claiming relief shall notify the other as soon as the consequences of the Belfast MSF Expansion Relief Event have ceased and of when performance of its affected obligations can be resumed.
- (f) If following the issue of any notice referred to in Section 34.3(d) [43.3(d)], the Party claiming relief receives or becomes aware of any further information relating to the Belfast MSF Expansion Relief Event and/or any failure to perform, such Party shall submit such further information to the other Party as soon as reasonably possible.

34.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 34 [43] shall be reduced by any amount which Project Co or a Belfast MSF Expansion Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Schedule in respect of insurance or the terms of any policy of insurance required under this Schedule, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

35. BELFAST MSF EXPANSION FORCE MAJEURE

35.1 Definition

- (a) For the purposes of this Schedule, "**Belfast MSF Expansion Force Majeure**" means any of the following events or circumstances which directly causes either Party to be unable to perform all or a material part of its obligations under this Schedule:

- (i) war, civil war, armed conflict, terrorism, acts of foreign enemies or hostilities;
- (ii) nuclear or radioactive contamination of the Belfast MSF Expansion Works and/or the Belfast MSF Expansion Site, unless Project Co or any Belfast MSF Expansion Project Co Party is the source or cause of the contamination;
- (iii) chemical or biological contamination of the Belfast MSF Expansion Works and/or the Belfast MSF Expansion Site, from any event referred to in Section 35.1(a)(i) [44.1(a)(i)];
- (iv) pressure waves caused by devices traveling at supersonic speeds; or
- (v) the discovery of any Species-at-Risk, fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which, as a result of Applicable Law, requires the Belfast MSF Expansion Works to be abandoned.

35.2 Consequences of Belfast MSF Expansion Force Majeure

- (a) Subject to Section 35.3 [44.3], the Party claiming relief shall be relieved from liability under this Schedule to the extent that, by reason of the Belfast MSF Expansion Force Majeure, it is not able to perform its obligations under this Schedule or the Project Agreement.
- (b) In respect of an event of Belfast MSF Expansion Force Majeure that is also a Belfast MSF Expansion Delay Event pursuant to Section 32.1(a)(ix) [40.1(a)(ix)]:
 - (i) Project Co shall only be relieved of its obligations under this Schedule or the Project Agreement to the extent, if any, provided for in Section 32 [40]; and
 - (ii) where such Belfast MSF Expansion Delay Event causes a delay in achieving the Initial Capital Investment or Belfast MSF Expansion Substantial Completion, on the earlier of (A) the Scheduled Initial Capital Investment Date (B) the Belfast MSF Expansion Scheduled Substantial Completion Date, and (C) the date of payment of the City Belfast MSF Expansion Default Termination Sum or Belfast MSF Expansion Non-Default Termination Sum (and as a part thereof) in accordance with Appendix 23 – Compensation on Termination, the City shall pay to Project Co an amount equal to the Belfast MSF Expansion Senior Debt Service Amount accrued and paid or which became payable in accordance with the Belfast MSF Expansion Lending Agreements during the period of delay by Project Co or any Belfast MSF Expansion Project Co Party to the Belfast MSF Expansion Senior Lenders up to and including such date, together with interest thereon at the rate or rates payable on the principal amount of debt funded under the Belfast MSF Expansion Lending Agreements, which, but for the Belfast MSF Expansion Delay Event, would not have been paid by Project Co to the Belfast MSF Expansion Senior Lenders.

- (c) Subject to Section 40 [49], Project Co's sole right to payment or otherwise in relation to the occurrence of an event of Belfast MSF Expansion Force Majeure shall be as provided in this Section 35 [44].

35.3 Mitigation and Process

- (a) Where a Party is (or claims to be) affected by an event of Belfast MSF Expansion Force Majeure, such Party shall take commercially reasonable steps to mitigate the consequences of such event of Belfast MSF Expansion Force Majeure upon the performance of its obligations under this Schedule, shall resume performance of its obligations affected by the event of Belfast MSF Expansion Force Majeure as soon as practicable and shall use commercially reasonable efforts to remedy its failure to perform.
- (b) To the extent that the Party claiming relief does not comply with its obligations under this Section 35.3 [44.3], such failure shall be taken into account in determining such Party's entitlement to relief pursuant to this Section 35 [44].
- (c) The Party claiming relief shall give written notice to the other Party within 5 Business Days of such Party becoming aware of the relevant event of Belfast MSF Expansion Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Belfast MSF Expansion Force Majeure.
- (d) A subsequent written notice shall be given by the Party claiming relief to the other Party within a further 5 Business Days of the initial notice, which notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including, without limitation, the effect of the event of Belfast MSF Expansion Force Majeure on the ability of the Party to perform, the action being taken in accordance with Section 35.3(a) [44.3(a)], the date of the occurrence of the event of Belfast MSF Expansion Force Majeure, and an estimate of the period of time required to overcome the event of Belfast MSF Expansion Force Majeure and its effects.
- (e) The Party claiming relief shall notify the other as soon as the consequences of the event of Belfast MSF Expansion Force Majeure have ceased and of when performance of its affected obligations can be resumed.
- (f) If, following the issue of any notice referred to in Section 35.3(d) [44.3(d)], the Party claiming relief receives or becomes aware of any further information relating to the event of Belfast MSF Expansion Force Majeure and/or any failure to perform, such Party shall submit such further information to the other Party as soon as reasonably possible.

35.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 35 [44] shall be reduced by any amount which Project Co or a Belfast MSF Expansion Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Schedule in respect of insurance or the terms of

any policy of insurance required under this Schedule, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

35.5 Modifications

- (a) The Parties shall use commercially reasonable efforts to agree to any modifications to this Schedule which may be equitable having regard to the nature of an event or events of Belfast MSF Expansion Force Majeure. Schedule 27 – Dispute Resolution Procedure to the Project Agreement shall not apply to a failure of the City and Project Co to reach agreement pursuant to this Section 35.5 [44.5].

36. PROJECT CO DEFAULT [ARTICLE 45]

36.1 Project Co Belfast MSF Expansion Events of Default [Section 45.1]

- (a) For the purposes of this Schedule, “**Project Co Belfast MSF Expansion Event of Default**” means any one or more of the following events or circumstances:
- (i) the occurrence of any of the following events other than as a consequence of a breach by the City of its payment obligations under the Project Agreement, including this Schedule:
- (A) Project Co admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or a receiver, manager, administrator, administrative receiver, receiver and manager, trustee, custodian or other similar official or any other like person is appointed by or on behalf of or at the instance of a creditor of Project Co with respect to Project Co or any of the property, assets or undertaking of Project Co, or any creditor of Project Co takes control, or takes steps to take control, of Project Co or any of Project Co’s assets, or any proceedings are instituted against Project Co that result in Project Co being declared or ordered bankrupt or in administration, liquidation, winding-up, reorganization, compromise, arrangement, adjustment, protection, relief or composition of it or with respect to it or its debts or obligations, or any such proceedings are instituted by Project Co seeking any such result, or any such proceedings are instituted by a person other than Project Co, the City, a Belfast MSF Expansion City Party or a person related to any of them seeking such result and such proceedings have or will have a material adverse effect on the Governmental Activities (where such proceedings have not been withdrawn, stayed, discharged, or are otherwise of no further effect, within 90 days of being instituted), under any Applicable Law (including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies’ Creditors Arrangement Act* (Canada)) relating to bankruptcy, insolvency or reorganization of or relief with respect to debtors or debtors’ obligations or assets or other similar matters, or seeking the appointment of a receiver, manager, administrator,

- administrative receiver, receiver and manager, trustee, custodian or other similar official or like person for it or with respect to any of its assets, or any resolutions are passed or other corporate actions of Project Co are taken to authorize any of the actions set forth in this Section 36.1(a)(i)(A) [45.1(a)(i)(A)];
- (B) Project Co ceases performing a substantial portion of its business, or a substantial portion of such business is suspended or is not being performed, whether voluntarily or involuntarily, that has or will have a material adverse effect on Project Co's ability to perform its obligations under this Schedule;
- (C) if any execution, sequestration, extent, garnishment or other process of or order by any court becomes enforceable against Project Co or if a distress or analogous process is levied against any property of Project Co that materially adversely affects Project Co's ability to perform its obligations hereunder; or
- (D) Project Co shall suffer any event, or any event or set of circumstances occurs or comes about, analogous to the foregoing events or sets of circumstances set out in this Section 36.1(a)(i) [45.1(a)(i)] in any jurisdiction in which it is incorporated or resident and such event or set of circumstances would, if set out in Section 36.1(a)(i)(A) [45.1(a)(i)(A)], (B), or (C), constitute a Project Co Belfast MSF Expansion Event of Default;
- (ii) Project Co failing to achieve Belfast MSF Expansion Substantial Completion within 365 days after the Belfast MSF Expansion Scheduled Substantial Completion Date (the "**Belfast MSF Expansion Longstop Date**");
- (iii) Project Co:
- (A) failing to deliver a rectification plan under Section 20.3(a)(iii)(B) [22.3(a)(iii)(B)];
- (B) intentionally deleted;
- (C) intentionally deleted;
- (iv) Project Co making any representation or warranty in this Schedule that is false or misleading when made, and that has or will have at any time a material adverse effect on the performance of the activities within the Belfast MSF Expansion Project Scope, the Governmental Activities or that may compromise (1) the City's or any Belfast MSF Expansion City Party's reputation or integrity or the nature of the City or the Belfast MSF Expansion Project, or (2) the ability of the City to conduct its affairs, so as to negatively affect public perception of the City or the Belfast MSF Expansion Project, and, in the case of a false or misleading

representation or warranty that is capable of being remedied, such breach is not remedied within 10 Business Days of receipt of notice of the same from the City;

- (v) Project Co committing a breach of its obligations under this Schedule (other than a breach that is referred to in Sections 36.1(a)(i) to 36.1(a)(iv) [45(a)(i) to (iv)] inclusive or 36.1(a)(vi) to 36.1(a)(xx) [45.1(a)(vi) to (xxi)] inclusive) which has or will have a material adverse effect on the Governmental Activities other than where such breach is a consequence of a breach by the City of its obligations under this Schedule, and upon becoming aware of such breach Project Co failing to remedy such breach in accordance with all of the following:

(A) Project Co shall:

- (I) immediately commence and thereafter diligently continue to remedy the breach and to mitigate any adverse effects on the City and the Governmental Activities;
- (II) put forward, within 5 Business Days of receipt of notice of such breach from the City, a reasonable plan and schedule for diligently remedying the breach and mitigating its effect, which plan and schedule shall specify in reasonable detail the manner in which, and the latest date by which, such breach is proposed to be remedied, which latest date shall in any event be within 60 days of notice of such breach, or if such breach is not capable of being rectified in such period then such longer period as is reasonable in the circumstances; and
- (III) thereafter perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder; and

(B) upon Project Co failing to comply with any of the provisions of Section 36.1(a)(v)(A) [45.1(a)(v)(A)]:

- (I) Project Co shall continue to diligently remedy the breach and to mitigate any adverse effects on the City and the Governmental Activities;
- (II) Project Co shall, within 3 Business Days after notice from the City, submit a plan and schedule, which the City shall have no obligation to accept, for remedying the breach and mitigating its effect within such period, if any, acceptable to the City, in its Discretion, and thereafter perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder; and

- (III) for greater certainty, Project Co failing to comply with any of the provisions of this Section 36.1(a)(v)(B) [45.1(a)(v)(B)], or the City, in its Discretion, not accepting the plan and schedule submitted by Project Co pursuant to that Section, shall constitute a Project Co Belfast MSF Expansion Event of Default;
- (vi) Project Co wholly abandoning the Belfast MSF Expansion Works for a period which exceeds 3 Business Days from receipt by Project Co of a written request to return to the Belfast MSF Expansion Site, other than as a consequence of a breach by the City of its obligations under this Schedule;
- (vii) Intentionally deleted;
- (viii) Intentionally deleted;
- (ix) Intentionally deleted;
- (x) Intentionally deleted;
- (xi) Intentionally deleted;
- (xii) Intentionally deleted;
- (xiii) Project Co failing to remove an Encumbrance that relates to the Belfast MSF Expansion Lands that arose due to an act or omission of Project Co or any Belfast MSF Expansion Project Co Party (other than a Title Encumbrance and any Encumbrance derived through the City) within 45 days of the earlier of:
- (A) the registration of such Encumbrance against title to the Belfast MSF Expansion Lands or any part thereof; and
- (B) the date on which Project Co or any Belfast MSF Expansion Project Co Party knew, or ought to have known, about the existence of such Encumbrance;
- (xiv) Project Co failing to pay any sum or sums due to the City under this Schedule, which sum or sums are not being disputed by Project Co in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement and which sum or sums, either singly or in aggregate, exceed(s) \$250,000 (index linked), and such failure continues for 30 days from receipt by Project Co of a notice of non-payment from the City;
- (xv) Intentionally deleted;
- (xvi) Project Co failing to comply with Appendix 28 – Refinancing;
- (xvii) Project Co failing to obtain any bond, security or insurance required to be obtained by or on behalf of Project Co pursuant to this Schedule or any such

bond, security or insurance being vitiated or otherwise ceasing to be in full force and effect or in material compliance with the requirements set out in this Schedule, other than as a consequence of a breach by the City of its obligations under this Schedule, and:

- (A) in respect of insurance, such breach by Project Co is not remedied within 10 Business Days of the occurrence of the breach; and
 - (B) in respect of a bond or security, such breach by Project Co is not remedied within 5 Business Days of Project Co becoming aware of such breach;
- (xviii) Project Co failing to comply with any determination, order or award made against Project Co in relation to the Belfast MSF Expansion Project Scope in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement;
- (xix) Intentionally deleted;
- (xx) Project Co failing to comply with Section 24.5 [28.5];
- (xxi) Intentionally deleted.
- (b) Intentionally deleted.

36.2 Notification of Occurrence [Section 45.2]

- (a) Project Co shall, promptly upon Project Co becoming aware of the occurrence, notify the City of the occurrence, and details, of any Project Co Belfast MSF Expansion Event of Default and of any event or circumstance which is likely, with the passage of time, giving of notice, determination of any condition, or otherwise, to constitute or give rise to a Project Co Belfast MSF Expansion Event of Default.

36.3 Right to Termination [Section 45.3]

- (a) On the occurrence of a Project Co Belfast MSF Expansion Event of Default, or at any time after the City becomes aware of a Project Co Belfast MSF Expansion Event of Default (and, if the occurrence of a Project Co Belfast MSF Expansion Event of Default is disputed by Project Co in good faith, then following confirmation in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement that a Project Co Belfast MSF Expansion Event of Default has occurred), the City may, subject to Section 36.4, terminate this Schedule in its entirety by written notice having immediate effect, such notice to be given to Project Co, and to any person specified in the Belfast MSF Expansion Lenders' Direct Agreement to receive such notice.

36.4 Remedy Provisions [Section 45.4]

- (a) In the case of a Project Co Belfast MSF Expansion Event of Default referred to in Sections 36.1(a)(i)(B), 36.1(a)(i)(C) or 36.1(a)(i)(D) [45.1(a)(i)(B), (C) or (D)] (where the Project Co Belfast MSF Expansion Event of Default referred to in

Section 36.1(a)(i)(D) [45.1(a)(i)(D)] is analogous to a Project Co Belfast MSF Expansion Event of Default referred to in 36.1(a)(i)(B) or 36.1(a)(i)(C) [45.1(a)(i)(B) or (C)], 36.1(a)(iii) [45.1(a)(iii)], 36.1(a)(iv) [45.1(a)(iv)], 36.1(a)(vi) [45.1(a)(vi)], 36.1(a)(xiv) [45.1(a)(xiv)], 36.1(a)(xvi) [45.1(a)(xvi)], 36.1(a)(xvii) [45.1(a)(xvii)] (where the Project Co Belfast MSF Expansion Event of Default referred to in Section 36.1(a)(xvii) [45.1(a)(xvii)] is not in respect of insurance), 36.1(a)(xviii) [45.1(a)(xviii)] or 36.1(a)(xx) [45.1(a)(xx)] the City shall, prior to being entitled to terminate this Schedule, give notice of default to Project Co, and to any person specified in the Belfast MSF Expansion Lenders' Direct Agreement to receive such notice, and Project Co shall:

- (i) within 5 Business Days of such notice of default, put forward a reasonable plan and schedule for diligently remedying the relevant Project Co Belfast MSF Expansion Event of Default, which schedule shall specify in reasonable detail the manner in, and the latest date by which, such Project Co Belfast MSF Expansion Event of Default is proposed to be remedied, which latest date shall, in any event, be within 30 days of the notice of default, or if such breach is not capable of being remedied in such period then such longer period as is acceptable to the City, acting reasonably; and
 - (ii) thereafter, perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder.
- (b) Where Project Co puts forward a plan and schedule in accordance with Section 36.4(a)(i) [45.4(a)(i)] that has a date for the Project Co Belfast MSF Expansion Event of Default to be remedied that is beyond 30 days from the notice of default, the City shall have 5 Business Days from receipt of the same within which to notify Project Co that the City does not accept such longer period in the plan and schedule and that the 30 day limit will apply, failing which the City shall be deemed to have accepted the longer period in the plan and schedule.
- (c) If a Project Co Belfast MSF Expansion Event of Default, of which a notice of default was given under Section 36.4(a) [45.4(a)], occurs and:
- (i) Project Co fails to immediately commence and thereafter diligently continue to remedy the Project Co Belfast MSF Expansion Event of Default and to mitigate any adverse effects on the City and the Governmental Activities; or
 - (ii) Project Co fails to put forward a plan and schedule pursuant to Section 36.4(a)(i) [45.4(a)(i)]; or
 - (iii) such Project Co Belfast MSF Expansion Event of Default is not remedied within 30 days of such notice of default or such longer period as is established pursuant to the plan and schedule established pursuant to Sections 36.4(a) and (b) [45.4(a) and (b)]; or

- (iv) where Project Co puts forward a plan and schedule pursuant to Section 36.4(a)(i) [45.4(a)(i)] and Project Co fails to perform its obligations thereunder necessary to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations,

then the City may terminate this Schedule in its entirety by written notice with immediate effect, such notice to be given to Project Co, and to any person specified in the Belfast MSF Expansion Lenders' Direct Agreement to receive such notice.

- (d) Notwithstanding that the City may give the notice referred to in Section 36.4(a) [45.4(a)], and without prejudice to the other rights of the City in this Section 36.4 [45.4], at any time during which a Project Co Belfast MSF Expansion Event of Default is continuing, the City may, at Project Co's risk and expense, take such steps as the City considers appropriate, either itself or by engaging others (including a third party) to take such steps, to perform or obtain the performance of Project Co's obligations under this Schedule or to remedy such Project Co Belfast MSF Expansion Event of Default.
- (e) Upon the occurrence of a Project Co Belfast MSF Expansion Event of Default that Project Co has remedied pursuant to this Section 36.4 [45.4], such occurrence of a Project Co Belfast MSF Expansion Event of Default shall thereafter cease to be a Project Co Belfast MSF Expansion Event of Default and the City shall not be entitled to terminate this Schedule for that occurrence of a Project Co Belfast MSF Expansion Event of Default.
- (f) Intentionally deleted.

36.5 Intentionally deleted [Section 45.5]

36.6 City's Costs [Section 45.6]

- (a) Project Co shall reimburse the City for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a full indemnity basis) properly incurred by the City in exercising its rights under this Section 36 [45], including any relevant increased administrative expenses. The City shall take commercially reasonable steps to mitigate such costs.

36.7 No other Rights to Terminate [Section 45.7]

- (a) The City shall have no right or entitlement to terminate this Schedule, or to accept any repudiation of this Schedule, and shall not purport to exercise any such right or entitlement except as set forth in Sections 36 and 38 [45 and 47].

36.8 Project Co Obligations

- (a) Subject to Sections 39.3(a)(xii) and 39.3(a)(xiii), the exercise by the City of any of its rights or remedies pursuant to this Section 36, shall not, in any event, relieve Project Co from any of its obligations with respect to the MSF under the Project Agreement including any obligation to provide Maintenance Services.

37. CITY DEFAULT [ARTICLE 46]**37.1 City Belfast MSF Expansion Events of Default [Section 46.1]**

- (a) For the purposes of this Schedule, “**City Belfast MSF Expansion Event of Default**” means any one or more of the following events or circumstances:
- (i) the City failing to pay any sum or sums due to Project Co under this Schedule, which sum or sums are not being disputed by the City in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement and which sum or sums, either singly or in aggregate, exceed(s) \$250,000 (index linked), and:
 - (A) in respect of a Construction Period Payment or the Belfast MSF Expansion Substantial Completion Payment, such failure continues for 10 Business Days;
 - (B) intentionally deleted;
 - (C) intentionally deleted; or
 - (D) in respect of any other payment due and payable by the City to Project Co under this Schedule, such failure continues for 90 days,in any such case, from receipt by the City of a notice of non-payment from or on behalf of Project Co;
 - (ii) the City committing a material breach of its obligations under Section 8 [9] or of its obligations under Section 14 of the Project Agreement as applied to the Belfast MSF Expansion by Section 12 (other than as a consequence of a breach by Project Co of its obligations under this Schedule), which breach materially adversely affects the ability of Project Co to perform its obligations under this Schedule for a continuous period of not less than 60 days; or
 - (iii) an act of any Governmental Authority which renders it impossible for Project Co to perform all or substantially all of its obligations under this Schedule (other than as a consequence of a breach by Project Co of its obligations under this Schedule) for a continuous period of not less than 60 days (for greater certainty, the non-issuance of, or the imposition of any conditions or limitations in, any of the Project Co Belfast MSF Expansion Permits, Licences and Approvals shall not constitute an “**act of any Governmental Authority**”).

37.2 Project Co’s Options [Section 46.2]

- (a) On the occurrence of a City Belfast MSF Expansion Event of Default and while the same is continuing, Project Co may give notice to the City of the occurrence of such City Belfast MSF Expansion Event of Default, which notice will specify the details thereof,

and, at Project Co's option and without prejudice to its other rights and remedies under this Schedule, may:

- (i) suspend performance of the Belfast MSF Expansion Design and Construction Works until such time as the City has remedied such City Belfast MSF Expansion Event of Default; or
- (ii) if such City Belfast MSF Expansion Event of Default has not been remedied within 30 days of receipt by the City of notice of the occurrence of such City Belfast MSF Expansion Event of Default, terminate this Schedule in its entirety by notice in writing having immediate effect.

37.3 Project Co's Costs [Section 46.3]

- (a) The City shall reimburse Project Co for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a full indemnity basis) properly incurred by Project Co in exercising its rights under this Section 37 [46], including any relevant increased administrative expenses. Project Co shall take commercially reasonable steps to mitigate such costs.

37.4 No Other Rights to Terminate [Section 46.4]

- (a) Project Co shall have no right or entitlement to terminate this Schedule, nor to accept any repudiation of this Schedule, and shall not exercise, nor purport to exercise, any such right or entitlement except as expressly set forth in this Schedule.

38. RELIEF EVENT AND NON-DEFAULT TERMINATION [ARTICLE 47]

38.1 Termination for Belfast MSF Expansion Relief Event [Section 47.1]

- (a) If a Belfast MSF Expansion Relief Event occurs and the effects of the Belfast MSF Expansion Relief Event continue for 180 days from the date on which the Party affected gives notice to the other Party pursuant to Section 34.3(c) [43.3(c)], either Party may, at any time thereafter, terminate this Schedule by written notice to the other Party having immediate effect, provided that the effects of the Belfast MSF Expansion Relief Event continue during such period to prevent either Party from performing a material part of its obligations under this Schedule.

38.2 Termination for Belfast MSF Expansion Force Majeure [Section 47.2]

- (a) If an event of Belfast MSF Expansion Force Majeure occurs and the Parties, having used commercially reasonable efforts, have failed to reach agreement on any modification to this Schedule pursuant to Section 35.5 [44.5] within 180 days from the date on which the Party affected gives notice to the other Party as set out therein, either Party may, at any time thereafter, terminate this Schedule by written notice to the other Party having immediate effect, provided that the effects of the event of Belfast MSF Expansion Force Majeure continue during such period to prevent either Party from performing a material part of its obligations under this Schedule.

38.3 Termination for Convenience [Section 47.3]

- (a) The City shall, in its Discretion and for any reason whatsoever, be entitled to terminate this Schedule at any time on 180 days' written notice to Project Co.
- (b) In the event of notice being given by the City in accordance with this Section 38.3 [47.3], the City shall, at any time before the expiration of such notice, be entitled to direct Project Co to refrain from commencing, or allowing any third party to commence, the Belfast MSF Expansion Works, or any part or parts of the Belfast MSF Expansion Works, where such Belfast MSF Expansion Works, or the part or parts of the Belfast MSF Expansion Works, have not yet been commenced.

39. EFFECT OF TERMINATION [ARTICLE 48]**39.1 Termination [Section 48.1]**

- (a) This Section 39 [48] shall apply to any termination of this Schedule.

39.2 Continued Effect - No Waiver

- (a) Notwithstanding any breach of this Schedule by a Party, the other Party may elect to continue to treat this Schedule as being in full force and effect and to enforce its rights under this Schedule without prejudice to any other rights which such other Party may have in relation to such breach. The failure of either Party to exercise any right under this Schedule, including any right to terminate this Schedule and any right to claim damages, shall not be deemed to be a waiver of such right for any continuing or subsequent breach.

39.3 Effect of Termination [Section 48.4]

- (a) On the termination of this Schedule:
 - (i) if termination is prior to the Belfast MSF Expansion Substantial Completion, in so far as any transfer shall be necessary to fully and effectively transfer such property to the City as shall not already have been transferred to the City pursuant to Section 45.1 [55.1] Project Co shall transfer to, and there shall vest in, the City, free from all Encumbrances (other than the Title Encumbrances and any Encumbrances caused or consented to by the City), such part of the Belfast MSF Expansion Works as shall have been constructed and, such items of the plant and equipment as shall have been procured by Project Co, and, if the City so elects:
 - (A) all plant, equipment and materials (other than those referred to in Section 39.3(a)(i)(B)) [48.4(a)(i)(B)] on or near to the Belfast MSF Expansion Site shall remain available to the City for the purposes of completing the Belfast MSF Expansion Works; and
 - (B) all construction, plant and equipment shall remain available to the City for the purposes of completing the Belfast MSF Expansion Works, subject to

payment by the City of the relevant Belfast MSF Expansion Construction Contractor's reasonable charges;

- (ii) if termination is prior to the Belfast MSF Expansion Substantial Completion, Project Co shall deliver to City (to the extent such items have not already been delivered to the City) one complete set of all Project Data and Drawings (to the extent applicable to the Belfast MSF Expansion Project);
- (iii) Intentionally deleted;
- (iv) subject to the rights and obligations set forth in Schedule 41 – Intellectual Property to the Project Agreement, the City will be entitled to retain all Project Co Intellectual Property (to the extent applicable to the Belfast MSF Expansion Project), Subcontractor Intellectual Property (with respect to each Belfast MSF Expansion Subcontractor and to the extent applicable to the Belfast MSF Expansion Project) and Third Party Intellectual Property that has been Delivered up to the Belfast MSF Expansion Termination Date or that is Delivered pursuant to this Section 39.3 [48.4], which may thereafter be Used by the City in accordance with the Licences granted in this Schedule;
- (v) in so far as title shall not have already passed to the City pursuant to this Schedule, Project Co shall hand over to, and there shall vest in, the City, free from all Encumbrances (other than the Title Encumbrances and any Encumbrances caused or consented to by the City), the Belfast MSF Expansion, together with all other assets and rights capable of being transferred that are necessary for the performance of the Belfast MSF Expansion Project and the activities within the Belfast MSF Expansion Project Scope and all facilities and equipment, and to the extent that any such assets or rights are not capable of being transferred by Project Co to the City, Project Co shall enter into agreements or make other arrangements in order to permit the use of the assets or rights by the City in order to enable it, or its designated agents or Belfast MSF Expansion Subcontractors, to continue to perform the activities which would have otherwise been performed by Project Co if this Schedule had not been terminated;
- (vi) if the City so elects, Project Co shall ensure that any of the Belfast MSF Expansion Subcontracts between Project Co and a Belfast MSF Expansion Subcontractor (including the Belfast MSF Expansion Contracts), and any other instrument entered into between any such Belfast MSF Expansion Subcontractor and Project Co for securing the performance by such Belfast MSF Expansion Subcontractor of its obligations in respect of the Belfast MSF Expansion Project Scope or to protect the interests of Project Co, shall be novated or assigned to the City or its nominee, provided that where termination occurs other than as a result of a Project Co Belfast MSF Expansion Event of Default, the consent of the relevant Belfast MSF Expansion Subcontractor shall be required, and further provided that any such novation or assignment of a Belfast MSF Expansion Subcontract with any Belfast MSF Expansion Contractor or shall be made to the

City pursuant to, and subject to, the terms of the applicable Belfast MSF Expansion Contractor's Direct Agreement;

- (vii) Project Co shall, or shall ensure that any Belfast MSF Expansion Project Co Party shall, offer to sell (and if the City so elects, execute such sale) to the City at a fair value (determined as between a willing vendor and willing purchaser, with any Disputes as to such fair value being resolved in accordance with Schedule 27 – Dispute Resolution Procedure to the Project Agreement), free from all Encumbrances (other than the Title Encumbrances and any Encumbrances caused or consented to by the City), all or any part of the stocks of material and other assets, road vehicles, construction equipment, spare parts and other moveable property owned by Project Co or any Belfast MSF Expansion Project Co Parties and dedicated to or predominantly used in respect of the Belfast MSF Expansion Works;
- (viii) Intentionally deleted;
- (ix) Project Co shall use commercially reasonable efforts to assign, or otherwise transfer, to the City, free from all Encumbrances (other than the Title Encumbrances and any Encumbrances caused or consented to by the City), the benefit of all manufacturers' warranties, including all documentation in respect thereof, in respect of mechanical and electrical and equipment used or made available by Project Co under this Schedule and included in the Belfast MSF Expansion;
- (x) Project Co shall deliver to the City all information, reports, documents, records and the like referred to in in Appendix 26 – Record Provisions, except where such are required by Applicable Law to be retained by Project Co or the Belfast MSF Expansion Project Co Parties (in which case complete copies shall be delivered to the City);
- (xi) Project Co will return to the City all City Intellectual Property (to the extent applicable to the Belfast MSF Expansion Project) and Confidential Information of the City (to the extent applicable to the Belfast MSF Expansion Project);
- (xii) if termination is prior to the Belfast MSF Expansion Substantial Completion:
 - (A) the City shall negotiate in good faith with Project Co and the Maintenance Contractor such amendments to the Project Agreement (including the Rolling Stock Variation) as shall place Project Co, the Construction Contractor and the Maintenance Contractor in no better and no worse position in respect of the provision of the Maintenance Services, the carrying out of the Construction Activities or in relation to Project Co's obligations under the Project Agreement (including the Rolling Stock Variation) as each of them would have been in had the Rolling Stock and Communication Equipment Activities or Belfast MSF Expansion Activities not been carried out, including the negotiation of alternative

arrangements for storage and maintenance space for the Vehicles at no incremental cost to Project Co or the Maintenance Contractor; and

- (B) the City shall compensate Project Co and the Maintenance Contractor for any incremental cost, liability or expense that either of them may reasonably suffer or incur in having complied with or in continuing to comply with its obligations under the Project Agreement (including the Rolling Stock Variation) as a result of the Rolling Stock and Communication Equipment Activities or Belfast MSF Expansion Activities.
- (xiii) if termination is following the Belfast MSF Expansion Substantial Completion, but prior to the completion of the MSF Reconfiguration Elements, the City shall reconfigure the heavy maintenance bays to the maintenance configuration per the Stage 1 design prior to December 31, 2022 or the City shall compensate Project Co and the Maintenance Contractor for any incremental cost, liability or expense that either of them may reasonably suffer or incur in having complied with or in continuing to comply with its obligations under the Project Agreement as a result of the lack of overhaul bays due to the incompleteness of the MSF Reconfiguration Elements.

39.4 Ownership of Information [Section 48.5]

- (a) Subject to Section 51 of the Project Agreement, all information obtained by Project Co, including the As Built Drawings and other technical drawings and data, supplier agreements and contracts, utilities consumption information, environmental and technical reports, lease, licence and subletting data and contracts, asset condition data, standard operating procedures, processes and manuals and all other information directly related to the Belfast MSF Expansion Project Scope accumulated over the course of the Belfast MSF Expansion Project Term shall be the property of the City and upon termination of this Schedule shall be provided or returned to the City, as applicable, in electronic format acceptable to the City, acting reasonably, where it exists in electronic format, and in its original format, when not in electronic format.

39.5 Provision in Subcontracts [Section 48.6]

- (a) Project Co shall make provision in all Belfast MSF Expansion Subcontracts to which it is a party (including requiring the relevant Belfast MSF Expansion Project Co Parties to make such provision and to require other Belfast MSF Expansion Project Co Parties to make such provision) to ensure that the City shall be in a position to exercise its rights, and Project Co shall be in a position to perform its obligations, under this Section 39 [48].

39.6 Survival [Section 48.9]

- (a) Except as otherwise provided in this Schedule, termination of this Schedule shall be without prejudice to, and shall not affect:

- (i) all representations, warranties and indemnities under this Schedule; and
- (ii) any provision of this Schedule which is expressed to survive termination, which is required to give effect to such provision which survives termination or to such termination or the consequences of such termination,

all of which shall survive the termination of this Schedule, including for termination on the Belfast MSF Expansion Expiry Date.

40. COMPENSATION ON TERMINATION [ARTICLE 49]

40.1 Compensation on Termination [Section 49.1]

- (a) If this Schedule is terminated in accordance with the terms hereof, then Appendix 23 – Compensation on Termination shall apply and the City shall pay Project Co any applicable compensation on termination.

40.2 Full and Final Settlement [Section 49.2]

- (a) Except as otherwise provided in Section 40.2(b) [49.2(b)], any compensation paid pursuant to this Section 40 [49], including pursuant to Appendix 23 – Compensation on Termination in the total amount owing thereunder, shall be in full and final settlement of any claims, demands and proceedings of Project Co and the City, and each shall be released from all liability to the other in relation to any breaches or other events leading to such termination of this Schedule, and the circumstances leading to such breach or termination, and Project Co and the City shall be precluded from exercising all other rights and remedies in respect of any such breach or termination whether in contract, tort, restitution, statute, at common law or otherwise.
- (b) Section 40.2(a) [49.2(a)] shall be without prejudice to:
 - (i) any liability of either Party to the other, including under the indemnities contained in this Schedule, that arose prior to the Belfast MSF Expansion Termination Date (but not from the termination itself or the events leading to such termination) to the extent such liability has not already been set off pursuant to Section 26.4 of this Schedule or taken into account pursuant to Appendix 23 – Compensation on Termination in determining or agreeing upon the City Belfast MSF Expansion Default Termination Sum, Belfast MSF Expansion Non-Default Termination Sum or any other termination sum, as the case may be;
 - (ii) any liabilities arising under or in respect of any breach by either Party of their obligations under Section 39.6 [48.9] of this Schedule, or the Sections referred to therein, which did not lead to such termination and which arises or continues after the Belfast MSF Expansion Termination Date; and
 - (iii) any amount owing to the City in relation to:
 - (A) taxes or tax withholdings, including workers' compensation levies;

- (B) fines, penalties or restitution orders by a court under any Federal or Provincial statute;
- (C) any order made by a court under the *Civil Remedies Act*, S.O. 2001, c.28 and
- (D) any fraud or other criminal offence committed against the City.

41. INTELLECTUAL PROPERTY

41.1 Intellectual Property Ownership and Licences

- (a) The provisions of Schedule 41 - Intellectual Property to the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion.

42. CONFIDENTIALITY/COMMUNICATIONS

42.1 Confidentiality

- (a) The provisions of Article 52 of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion.

43. PERSONAL INFORMATION

43.1 Personal Information

- (a) The provisions of Article 53 of the Project Agreement shall apply *mutatis mutandis* to the Belfast MSF Expansion.

44. INSURANCE AND PERFORMANCE SECURITY [ARTICLE 54]

44.1 General Requirements [Section 54.1]

- (a) Project Co and the City shall comply with the provisions of Appendix 25 – Insurance and Performance Security Requirements.

44.2 No Relief from Liabilities and Obligations [Section 54.1]

- (a) Neither compliance nor failure to comply with the insurance provisions of this Schedule shall relieve Project Co or the City of their respective liabilities and obligations under this Schedule.

45. TITLE [ARTICLE 55]

45.1 Title [Section 55.1]

- (a) Title to each item and part of the Belfast MSF Expansion, including any materials, supplies, equipment, facilities, parts and any other deliverable or component items, but not the risk of loss or damage or destruction thereto or thereof, shall pass to the City (or

as the City may direct) upon the receipt of such item on the Belfast MSF Expansion Site, provided however that title to items of tangible personal property (personal property that can be seen, weighed, measured, felt or touched or that is in any way perceptible to the senses and includes computer programs, natural gas and manufactured gas) that comprise the Belfast MSF Expansion or are to be affixed or attached to the Belfast MSF Expansion prior to Belfast MSF Expansion Substantial Completion shall pass to the City (or as the City may direct) at the time that such items are included in the Belfast MSF Expansion or are so affixed or attached.

46. INDEMNITIES

46.1 Project Co Indemnities to the City

- (a) Project Co shall indemnify and save harmless the City, each Belfast MSF Expansion City Party and each of their respective directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of, or arising out of any one or more of the following:
- (i) Intentionally deleted;
 - (ii) any physical loss of or damage to all or any part of the Belfast MSF Expansion Site, or to any equipment, assets or other property related thereto;
 - (iii) the death or personal injury of any person;
 - (iv) any physical loss of or damage to property or assets of any third party;
 - (v) any other loss or damage of any third party including injurious affection arising from or in consequence of any act or omission of Project Co in respect of the Belfast MSF Expansion Works that are not in compliance with the requirements set out in this Schedule and in the Applicable Law including the City's by-laws;
 - (vi) Intentionally Deleted; and
 - (vii) Intentionally deleted;
- in each case, arising, directly or indirectly, out of, or in consequence of, or involving or relating to, the performance or any breach of this Schedule by Project Co or any act or omission of Project Co or any Belfast MSF Expansion Project Co Party related to the Belfast MSF Expansion Project Scope, except to the extent caused, or contributed to, by:
- (viii) the breach of this Schedule by the City; or
 - (ix) Intentionally deleted;

- (x) in respect of Sections 46.1(a)(ii), 46.1(a)(iii), 46.1(a)(iv) or 46.1(a)(v) [56.1(a)(ii), 56.1(a)(iii), 56.1(a)(iv), or 56.1(a)(v)] any act or omission of the City or any Belfast MSF Expansion City Party; or
- (xi) Intentionally deleted;
- (b) Project Co shall indemnify and save harmless the City and each of its directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of, or arising out of any breach of a representation or warranty by Project Co in this Schedule.
- (c) Project Co shall indemnify and save harmless the City and each of its directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of, arising out of, or involving or relating to any one or more of the following:
- (i) the performance by Project Co of this Schedule not in accordance with or in breach of the requirements of any Belfast MSF Expansion Permits, Licences and Approvals, Applicable Law or requirements of Governmental Authorities, or the failure of Project Co to obtain all necessary Project Co Belfast MSF Expansion Permits, Licences and Approvals in accordance with this Schedule;
 - (ii) the failure of Project Co to manage, remediate and/or remove, as applicable, any Contamination as required in accordance with Section 14.2(a) [16.2(a)] or the failure of Project Co to discharge its obligations under Sections 14.2(e) and 14.2(f) [16.2(d) and 16.2(e)];
 - (iii) any release of Contamination or Existing Contamination described in Sections 14.2(b)(i) and 14.2(b)(ii) [16.2(b)(i) and 16.2(b)(ii)]; or
 - (iv) the provision of assistance by the City to Project Co pursuant to Section 8.5(c)[9.6(c)],
- except to the extent that such Direct Losses are caused, or contributed to, by the breach of this Schedule by the City or by any act or omission of the City or any Belfast MSF Expansion City Party.
- (d) Without prejudice to the City's rights under Section 36[45] and any other rights under this Schedule, if the City exercises its step-in rights under any Belfast MSF Expansion Contractor's Direct Agreement, Project Co shall indemnify the City for all obligations of Project Co assumed by the City under the Belfast MSF Expansion Construction Contract, and for all reasonable costs and expenses incurred by the City in relation to the exercise of the City's rights.
- (e) Project Co shall indemnify the City for damages suffered or incurred on account of any payment not duly made by Project Co pursuant to the terms of this Schedule on the due date, by payment of an amount equal to the Payment Compensation Amount calculated

from day to day at a rate per annum from the day after the date on which payment was due up to and including the date of payment.

- (f) Where a demand, claim, action or proceeding is made or brought against the City or any Belfast MSF Expansion City Party that any Project Co Intellectual Property (to the extent applicable to the Belfast MSF Expansion Project) or the Use thereof by the City or any Belfast MSF Expansion City Party or the use of any materials, machinery or equipment in connection with the Belfast MSF Expansion Project Scope infringes an Intellectual Property Right of a third party or misappropriates any confidential information or otherwise violates any right of a third party, unless such infringement has arisen out of the use of the allegedly infringing Project Co Intellectual Property (to the extent applicable to the Belfast MSF Expansion Project), materials, machinery or equipment by the City or any Belfast MSF Expansion City Party otherwise than in accordance with the terms of this Schedule, Project Co shall defend the City and such Belfast MSF Expansion City Party from and against all such demands, claims, actions and proceedings in accordance with Section 46.3 [56.3]; and shall indemnify and save harmless the City and such Belfast MSF Expansion City Party from and against all Direct Losses arising out of or relating to such demands, claims, actions and proceedings or the settlement thereof.

46.2 City Indemnities to Project Co

- (a) The City shall indemnify and save harmless Project Co and the Belfast MSF Expansion Project Co Parties and each of their respective directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of, or arising out of any one or more of the following:
- (i) the death or personal injury of any person arising, directly or indirectly, out of, or in consequence of, or involving or relating to, the performance or breach of this Schedule by the City or any act or omission of any Belfast MSF Expansion City Party, except to the extent caused, or contributed to, by the breach of this Schedule by Project Co or by any act or omission of Project Co or any Belfast MSF Expansion Project Co Party;
 - (ii) any physical loss of or damage to all or any part of any property or assets of Project Co or any Belfast MSF Expansion Project Co Party, arising, directly or indirectly, out of, or in consequence of, or involving or relating to, breach of this Schedule by the City or any deliberate or negligent act or omission of any Belfast MSF Expansion City Party, except to the extent caused, or contributed to, by the breach of this Schedule by Project Co or by any act or omission of Project Co or any Belfast MSF Expansion Project Co Party;
 - (iii) any physical loss of or damage to property or assets of any third party, or any other loss or damage of any third party, arising, directly or indirectly, out of, or in consequence of, or involving or relating to, breach of this Schedule by the City or any deliberate or negligent act or omission of any Belfast MSF Expansion City Party, except to the extent caused, or contributed to, by the breach of this

Schedule by Project Co or by any act or omission of Project Co or any Belfast MSF Expansion Project Co Party; and

- (iv) Intentionally deleted;

provided that there shall be excluded from the indemnity given by the City any liability for the occurrence of risks against which Project Co is required to insure under this Schedule to the extent of the proceeds available or that should have been available but for a failure by Project Co to comply with its obligations to properly insure under this Schedule.

- (b) The City shall indemnify and save harmless Project Co and its directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of, or arising out of any breach of a representation or warranty by the City herein.
- (c) The City shall indemnify Project Co for damages suffered or incurred on account of any Payment not duly made by the City pursuant to the terms of this Schedule on the due date, by payment of an amount equal to the Payment Compensation Amount calculated from day to day at a rate per annum from the day after the date on which payment was due up to and including the date of payment.

46.3 Conduct of Claims

- (a) The provisions of Section 56.3 of the Project Agreement shall apply *mutatis mutandis* to the conduct of claims made by a third person against a Party having, or claiming to have, the benefit of an indemnity pursuant to this Schedule. The Party having, or claiming to have, the benefit of the indemnity is referred to as the “**Beneficiary**” and the Party giving the indemnity is referred to as the “**Indemnifier**”.

46.4 Mitigation – Indemnity Claims

- (a) For greater certainty, Section 64.5 of the Project Agreement, which is applicable to this Schedule pursuant to Section 52, applies to any indemnity given under this Schedule and any such indemnity shall not extend to Direct Losses which could have been reduced or avoided by the Beneficiary complying with such Section.

47. LIMITS ON LIABILITY

47.1 Indirect Losses

- (a) Without prejudice to the Parties’ rights in respect of payments provided for herein, the indemnities under this Schedule shall not apply and there shall be no right to claim damages for breach of this Schedule, in tort or on any other basis whatsoever, to the extent that any loss claimed by either Party is:
- (i) for punitive, exemplary or aggravated damages;

- (ii) for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity sustained by either Party and not by third parties; or
- (iii) is a claim for consequential loss or for indirect loss of any nature suffered or allegedly suffered by either Party,

(collectively, “**Indirect Losses**”).

47.2 No Liability in Tort

- (a) Subject to the indemnities provided herein, neither the City nor any Belfast MSF Expansion City Party shall be liable in tort to Project Co or any Belfast MSF Expansion Project Co Party, and neither Project Co nor any Belfast MSF Expansion Project Co Party shall be liable in tort to the City or any Belfast MSF Expansion City Party in respect of any negligent act or omission of any such person relating to or in connection with this Schedule and no such person shall bring such a claim.

47.3 Sole Remedy

- (a) Intentionally Deleted
- (b) Intentionally Deleted
- (c) Notwithstanding any other provision of this Schedule, and except to the extent recovered under any of the insurances required pursuant to Appendix 25 – Insurance and Performance Security Requirements, neither Party shall be entitled to recover compensation or make a claim under this Schedule, or any other agreement in relation to the Belfast MSF Expansion Project, in respect of any loss that it has incurred (or any failure of the other Party) to the extent that the Party has already been compensated in respect of that loss or failure pursuant to this Schedule, or otherwise.

47.4 Maximum Liability

- (a) Subject to Section 47.4(b) [57.4(b)], the maximum aggregate liability of each Party in respect of all claims under Section 56 of the Project Agreement and under Section 46 shall not exceed \$20,000,000. This limit shall be index linked and shall be exclusive of any insurance or performance security proceeds received or which will be received pursuant to policies maintained in accordance with Appendix 25 – Insurance and Performance Security Requirements. This limit shall not apply in cases of wilful misconduct or deliberate acts of wrongdoing.
- (b) Nothing in this Section 47.4 [57.4] shall restrict, limit, prejudice or in any other way impair the rights and/or remedies of the Parties under any other provision of this Schedule.

48. DISPUTE RESOLUTION PROCEDURE

- (a) All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule 27 – Dispute Resolution Procedure to the Project Agreement.

49. ASSIGNMENT, SUBCONTRACTING AND CHANGES IN CONTROL [ARTICLE 59]

- (a) The provisions of Article 59 of the Project Agreement shall apply *mutatis mutandis* to this Schedule.

50. NOTICES [ARTICLE 61]

- (a) The provisions of Article 61 of the Project Agreement shall apply *mutatis mutandis* to this Schedule.

51. EMERGENCY MATTERS [ARTICLE 62]

- (a) The provisions of Article 62 of the Project Agreement shall apply *mutatis mutandis* to this Schedule, provided that Project Co shall not be obliged to develop emergency procedures for any period after the Belfast MSF Expansion Final Completion Date.

52. GENERAL [ARTICLE 64]

- (a) The provisions of Article 64 with the exception of Section 64.7 of the Project Agreement shall apply *mutatis mutandis* to this Schedule.