

**SCHEDULE 10
PAYMENT AND PERFORMANCE MECHANISM**

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**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT**

*Commercial in Confidence
Execution*

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**DIVISION I
PROVINCE PAYMENTS TO PROJECT CO**

**PART 1
PAYMENT OBLIGATIONS OF PROVINCE**

1.1 Obligation to make Progress Payments

- (a) Subject to the provisions of this Schedule, the Province shall make Progress Payments, in arrears, to Project Co on account of the Contract Price in the amounts determined in accordance with Part 2 [Calculation of Progress Payments] of this Schedule and the procedure set out in Part 10 [Payments].
- (b) Subject to the provisions of Part 10 [Payments], each such Progress Payment shall be calculated in accordance with Part 2 [Calculation of Progress Payments] of this Schedule.
- (c) Without prejudice to Section 10.8 [Payment of Disputed Amounts], the Province shall make payment to Project Co of the net amount approved in respect of a Draw Request pursuant to Section 9.1(k) of this Schedule by not later than the later of:
 - (i) the fifth Business Day following approval in respect of the Draw Request pursuant to Section 9.1(k) of this Schedule; and
 - (ii) where a drawdown of funds from the Senior Lenders under the Senior Lending Agreements has been requested by Project Co in respect of costs incurred in the Payment Period to which the Draw Request relates as indicated in a statement included in or accompanying the Draw Request pursuant to Section 9.1(e) of this Schedule, the fifth Business Day after the Province has received a confirmation from the Agent that states that:
 - (A) without warranty to the Province as to the truth or accuracy of statements of Project Co or others which are accepted by the Agent as demonstrating satisfaction of any condition precedent, all conditions precedent to the drawdown of funds requested by Project Co from the Senior Lenders under the Senior Lending Agreements in respect of costs incurred in the Payment Period to which the Draw Request relates have been satisfied (or waived by the Senior Lenders); and
 - (B) the Senior Lenders shall be advancing funds in the amount set out in the statement included in or accompanying the Draw Request to Project Co in respect of costs incurred in such Payment Period within the time period provided therefor in the Senior Lending Agreements,

provided that, where a drawdown of funds from the Senior Lenders under the Senior Lending Agreements has been requested by Project Co in respect of costs incurred in the Payment Period to which the Draw Request relates, and the Agent, following receipt of such request, does not provide the confirmation referred to in this Section as a result of not all such conditions precedent having been satisfied or waived, the Province shall not be obliged to make payment of the amount approved in respect of the Draw Request pursuant to Section 9.1(k) of this Schedule for such Payment Period, unless:

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- (C) Project Co demonstrates to the Province, acting reasonably, that it has received (by way of a subscription for shares in the capital of Project Co or advance of subordinated debt) funds in replacement for those requested from, and not advanced by, the Senior Lenders;
- (D) Project Co has provided the Province with (1) a notice from the Agent of all conditions precedent that have not been satisfied or waived and an explanation of why the Agent considers that they have not been satisfied or waived and (2) such further information as may be reasonably requested by the Agent relating to the circumstances causing the non-satisfaction and/or non-waiver of any such conditions precedent; and
- (E) the Province determines, acting reasonably, that no Project Co Default has occurred or would occur due to existing circumstances, including the circumstances surrounding the failure to fund by the Senior Lenders but excluding the failure of the Senior Lenders to advance the requested funds,

and provided further that, if as a result of a negative determination by the Province under Section 1.1(c)(ii)(E) of this Schedule, payment by the Province of the amount approved in respect of the Draw Request pursuant to Section 9.1(k) of this Schedule for the relevant Payment Period is delayed, the Province agrees to make such payment to Project Co at such time as a positive determination can be made (provided that the requirements of Sections 1.1(c)(ii)(C) and (D) are also met at the same time).

- (d) The Province shall have no obligation to pay or be responsible in any way for payments to the Principal Contractors or Subcontractors.

1.2 Obligation to make SC1 Substantial Completion Payment

- (a) Subject to the provisions of Part 10 [Payments], this Schedule and Sections 3.1 [Deficiency Holdbacks] and 3.2 [Warranty Holdback] of Schedule 5, the Province shall pay to Project Co, on account of the Contract Price and in accordance with the procedure set out in this Section 1.2, the amount of \$300,600,000 (the “**SC1 Substantial Completion Payment**”).
- (b) At any time after issuance of the Certificate of Substantial Completion for the Primary Infrastructure Components, Project Co may submit to the Province’s Representative a draft Payment Application in the applicable form set out in Appendix E [Payment Application Forms] to this Schedule and accompanied by the documentation specified therein, requesting payment of the SC1 Substantial Completion Payment, and arrange with the Province's Representative a reasonable opportunity for the Province's Representative to meet with Project Co’s Representative to review the draft Payment Application and review such documentation as the Province's Representative may request.
- (c) If the Province’s Representative identifies any deficiencies or inaccuracies in (or any disagreement with any estimate of the costs for remedying any SC1 Final Deficiency List Deficiency included in the work papers accompanying) the Payment Application, the Province’s Representative shall notify Project Co of the Province’s calculation of the SC1 Substantial Completion Payment and any retentions therefrom within five Business Days

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of the draft Payment Application being delivered pursuant to Section 1.2(b) of this Schedule.

- (d) Project Co shall cooperate with the Province's Representative to reach agreement on the finalized Payment Application and the calculation of the SC1 Substantial Completion Payment and any holdbacks or retentions therefrom on or before the fifth Business Day following delivery of the Payment Application to the Province's Representative pursuant to Section 1.2(b) of this Schedule.
- (e) The Province's Representative shall approve the Payment Application as to the amount of the SC1 Substantial Completion Payment and any holdbacks or retentions therefrom not in dispute within five Business Days of the Payment Application being agreed upon pursuant to Section 1.2(d) of this Schedule.
- (f) Without prejudice to Section 10.8 [Payment of Disputed Amounts], the Province shall, after withholding:
 - (i) the amount of \$30 million (the "**SC1a Withholding Amount**");
 - (ii) the amount of \$50 million (the "**SC1b Withholding Amount**");
 - (iii) the amount of the SC1 Deficiency Holdback, determined in accordance with Section 3.1 [Deficiency Holdbacks] of Schedule 5; and
 - (iv) the amount of the Warranty Holdback, determined in accordance with Section 3.2 [Warranty Holdback] of Schedule 5;

make payment to Project Co of the net amount of the SC1 Substantial Completion Payment approved pursuant to Section 1.2(e) of this Schedule by not later than the tenth Business Day following approval of the Payment Application pursuant to Section 1.2(e) of this Schedule.

1.3 Obligation to pay SC1a Withholding Amount

- (a) Subject to the provisions of Part 10 [Payments], this Schedule and Section 3.1 [Deficiency Holdbacks] of Schedule 5, the Province shall pay to Project Co, in accordance with the procedure set out in this Section 1.3, the SC1a Withholding Amount.
- (b) At any time after issuance of the Certificate of Substantial Completion for the Completion Components, Project Co may submit to the Province's Representative a Payment Application in the applicable form set out in Appendix E [Payment Application Forms] to this Schedule and accompanied by the documentation specified therein, requesting payment of the SC1a Withholding Amount, and arrange with the Province's Representative a reasonable opportunity for the Province's Representative to meet with Project Co's Representative to review the draft Payment Application and review such documentation as the Province's Representative may request.
- (c) If the Province's Representative identifies any deficiencies or inaccuracies in (or any disagreement with any estimate of the costs for remedying any SC2 Final Deficiency List Deficiency included in the work papers accompanying) the Payment Application, the

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Province's Representative shall notify Project Co of the Province's calculation of any holdbacks or retentions from the SC1a Withholding Amount within five Business Days of the draft Payment Application being delivered pursuant to Section 1.3(b) of this Schedule.

- (d) Project Co shall cooperate with the Province's Representative to reach agreement on the finalized Payment Application and the calculation of any holdbacks or retentions from the SC1a Withholding Amount on or before the fifth Business Day following delivery of the Payment Application to the Province's Representative pursuant to Section 1.3(b) of this Schedule.
- (e) The Province's Representative shall approve the Payment Application as to the SC1a Withholding Amount and the amount of any holdbacks or retentions therefrom not in dispute within five Business Days of the Payment Application being agreed upon pursuant to Section 1.3(d) of this Schedule.
- (f) Without prejudice to Section 10.8 [Payment of Disputed Amounts], the Province shall, after withholding the SC2 Deficiency Holdback, determined in accordance with Section 3.1 [Deficiency Holdbacks] of Schedule 5, make payment to Project Co of the net SC1a Withholding Amount approved pursuant to Section 1.3(e) of this Schedule by not later than the tenth Business Day following approval of the Payment Application pursuant to Section 1.3(e) of this Schedule.

1.4 Obligation to pay SC1b Withholding Amount

- (a) Subject to the provisions of Part 10 [Payments], this Schedule and Sections 3.1 [Deficiency Holdbacks] and 3.3 [Fish Habitat Off-Setting Warranty Holdback] of Schedule 5, the Province shall pay to Project Co, in accordance with the procedure set out in this Section 1.4, the SC1b Withholding Amount.
- (b) At any time after issuance of the Certificate of Substantial Completion for the Bridge Demolition, Project Co may submit to the Province's Representative a Payment Application in the applicable form set out in Appendix E [Payment Application Forms] to this Schedule and accompanied by the documentation specified therein, requesting payment of the SC1b Withholding Amount, and arrange with the Province's Representative a reasonable opportunity for the Province's Representative to meet with Project Co's Representative to review the draft Payment Application and review such documentation as the Province's Representative may request.
- (c) If the Province's Representative identifies any deficiencies or inaccuracies in (or any disagreement with any estimate of the costs for remedying any SC3 Final Deficiency List Deficiency included in the work papers accompanying) the Payment Application, the Province's Representative shall notify Project Co of the Province's calculation of any holdbacks or retentions from the SC1b Withholding Amount within five Business Days of the draft Payment Application being delivered pursuant to Section 1.4(b) of this Schedule.
- (d) Project Co shall cooperate with the Province's Representative to reach agreement on the finalized Payment Application and the calculation of any holdbacks or retentions from the SC1b Withholding Amount on or before the fifth Business Day following delivery of the Payment Application to the Province's Representative pursuant to Section 1.4(b) of this Schedule.

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- (e) The Province's Representative shall approve the Payment Application as to the SC1b Withholding Amount and the amount of any holdbacks or retentions therefrom not in dispute within five Business Days of the Payment Application being agreed upon pursuant to Section 1.4(d) of this Schedule.
- (f) Without prejudice to Section 10.8 [Payment of Disputed Amounts], the Province shall, after withholding the SC3 Deficiency Holdback, determined in accordance with Section 3.1 [Deficiency Holdbacks] of Schedule 5, and the amount of the Fish Habitat Off-Setting Warranty Holdback, determined in accordance with Section 3.3 [Fish Habitat Off-Setting Warranty Holdback] of Schedule 5, make payment to Project Co of the net SC1b Withholding Amount approved pursuant to Section 1.4(e) of this Schedule by not later than the tenth Business Day following approval of the Payment Application pursuant to Section 1.4(e) of this Schedule.

**PART 2
CALCULATION OF PROGRESS PAYMENTS**

2.1 Calculation of Progress Payments

- (a) Subject to Section 2.1(c) of this Schedule, the Progress Payment for each Payment Period shall be an amount equal to the total of the amounts described in Section 2.1(a)(i) and (ii) below:
 - (i) the amount (the “**Adjusted Progress Amount**”) for Payment Period p , determined in accordance with the following formula:

$$APA_p = UPA_p \times AF$$

where:

APA_p = the Adjusted Progress Amount for Payment Period p

UPA_p = the amount (the “**Unadjusted Progress Amount**”) that is the aggregate of all the Cost Item Progress Amounts (other than a Cost Item Progress Amount payable in respect of a Specified Cost Item) each of which is determined in accordance with Section 2.1(b) of this Schedule for Payment Period p

AF = the Adjustment Factor applicable to Payment Period p , determined as follows:

- (A) for each Payment Period p that occurs prior to the PP Transition Payment Period, shall be 0.10;
- (B) for each Payment Period p that occurs after the PP Transition Payment Period, shall be 1.0; and
- (C) for the Payment Period (the “**PP Transition Payment Period**”) during which the cumulative total of the Unadjusted Progress Amounts for all Payment Periods up

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to and including the PP Transition Payment Period, first exceeds \$334 million, shall be

$$\frac{(\$334M - \sum_1^{p-1} UPA) \times 0.1 + (\sum_1^p UPA - \$334m)}{UPA_p}$$

- (ii) the aggregate of all the Cost Item Progress Amounts in respect of Specified Cost Items, each of which is determined in accordance with Section 2.1(b) of this Schedule to be payable in respect of Payment Period p .
- (b) Each Cost Item Progress Amount for Payment Period p shall be determined in accordance with the following formula:

$$CIPA_p = CIA_{ci} \times RC_p\%$$

where:

$CIPA_p =$ the amount (the “**Cost Item Progress Amount**”) that is determined for Payment Period p for work completed during Payment Period p in respect of a Cost Item identified in the applicable Statement of Progress submitted by Project Co pursuant to Section 9.1 [Draw Requests for Progress Payments] of this Schedule

$CIA_{ci} =$ the Cost Item Amount allocated to that Cost Item in Appendix F [Progress Measurement Principles] to this Schedule

$RC_p\% =$ the percentage amount (the “**Relevant Completion Percentage**”) applicable to that Cost Item for Payment Period p , determined as the result obtained by subtracting:

- (i) the total progress, determined in accordance with Appendix F [Progress Measurement Principles] to this Schedule, made by Project Co (expressed as a percentage), during all Payment Periods up to and including the Payment Period that immediately precedes Payment Period p , toward completion of that Cost Item;

from:

- (ii) the total progress, determined in accordance with Appendix F [Progress Measurement Principles] to this Schedule, made by Project Co (expressed as a percentage), during all Payment Periods up to and including Payment Period p , toward completion of that Cost Item;

For certainty, the Relevant Completion Percentage may, in certain circumstances, be a negative amount (including, for example, if

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the progress toward completion of the applicable Cost Item, as certified by the Independent Engineer in respect of one or more Payment Periods, is subsequently determined to have been overstated).

- (c) The maximum aggregate amount payable by the Province in respect of Progress Payments pursuant to this Schedule shall be an amount equal to \$666,936,652.11.

**PART 3
[NOT USED]**

**PART 4
[NOT USED]**

**PART 5
[NOT USED]**

**DIVISION II
PROJECT CO PAYMENTS TO PROVINCE**

**PART 6
PAYMENT OBLIGATIONS OF PROJECT CO**

6.1 Obligation to make Performance Incentive Payments

- (a) Project Co shall pay to the Province a Performance Incentive Payment in respect of each Payment Period any portion of which occurs during the period commencing on the Effective Date and ending on (and including) the Total Completion Date.
- (b) Subject to the provisions of Part 10 [Payments], each such Performance Incentive Payment shall be determined in accordance with Section 7.1 [Calculation of Performance Incentive Payments] of this Schedule.
- (c) If any report delivered pursuant to Section 9.2 [Reports for Performance Incentive Payments] of this Schedule shows a net amount owing by Project Co to the Province then, without prejudice to Section 10.8 [Payment of Disputed Amounts], Project Co shall pay and remit to the Province such amount not later than the later of:
- (i) the last day of the Payment Period following the Payment Period (or part thereof, as the case may be) to which the said report relates; and
 - (ii) the tenth Business Day after Project Co has delivered the said report.
- (d) If any report delivered pursuant to Section 9.2 [Reports for Performance Incentive Payments] of this Schedule shows a net amount owing by the Province to Project Co, it shall be accompanied by an invoice from Project Co to the Province in respect of such net amount (which invoice will separately identify any applicable taxes included in the calculation of such amount). Without prejudice to Section 10.8 [Payment of Disputed

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Amounts], the Province shall pay to Project Co the amount of any such invoice issued by Project Co not later than the later of:

- (i) the last day of the Payment Period following the Payment Period (or part thereof, as the case may be) to which the invoice relates; and
- (ii) the tenth Business Day after the Province has received both the said invoice and the said report (together with the work papers referred to in Section 9.2(b) of this Schedule) in respect of such Payment Period (or part thereof, as the case may be).

6.2 Obligation to pay Delay Liquidated Damages

- (a) If:
 - (i) the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date then, subject to Section 9.3(b)(i) and except to the extent such delay is directly attributable to a Province Non-Excusable Event, Project Co shall pay to the Province liquidated damages (“**SC1 Delay Liquidated Damages**”) in an amount equal to _____ for each day (or part thereof; for certainty, without pro-rating) from (but excluding) the SC1 Substantial Completion Target Date until (and including) the SC1 Substantial Completion Date; and
 - (ii) the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date then, subject to Section 9.3(b)(ii) and except to the extent such delay is directly attributable to a Province Non-Excusable Event, Project Co shall pay to the Province liquidated damages (“**SC3 Delay Liquidated Damages**”) in an amount equal to _____ for each day (or part thereof; for certainty, without pro-rating) from (but excluding) the SC3 Substantial Completion Target Date until (and including) the SC3 Substantial Completion Date.
- (b) Delay Liquidated Damages shall accrue on a daily basis and be payable by Project Co to the Province in respect of each Payment Period simultaneously with the delivery of the report delivered pursuant to Section 9.2 [Reports for Performance Incentive Payments and Delay Liquidated Damages] for such Payment Period (whether or not the Province has issued an invoice or demand therefor, provided that, if requested by Project Co, the Province shall issue an invoice therefor as soon as reasonably practicable after the receipt of such request).
- (c) The Province and Project Co acknowledge and agree that:
 - (i) there will be substantial delays, costs and difficulties in determining the loss suffered by the Province if:
 - (A) the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date; or
 - (B) the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date;

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(ii) the Delay Liquidated Damages provided for in Sections 6.2(a)(i) and (ii), respectively, of this Schedule are not intended, nor shall they be construed, to be punitive but are a genuine pre-estimate and assessment, by mutual agreement, of the actual loss that will be suffered by the Province if:

(A) the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date; or

(B) the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date;

as applicable, and are payable by Project Co as liquidated damages and not as a penalty; and

(iii) the method of calculation of Delay Liquidated Damages in accordance with Sections 6.2(a)(i) and (ii), respectively, of this Schedule represents a fair and reasonable pre-estimate of the actual losses that will be suffered by the Province if:

(A) the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date; or

(B) the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date;

as applicable.

(d) The payment of Delay Liquidated Damages in accordance with this Section 6.2 shall be the Province's sole remedy if the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date or the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date, as the case may be, provided that the payment of such Delay Liquidated Damages shall not, and shall not be construed to:

(i) limit the rights and remedies of the Province, or the liabilities of Project Co, that arise or may arise as a result of the occurrence of a Project Co Default referred to in Section 12.1(r); nor

(ii) relieve Project Co from:

(A) the obligations:

(I) to achieve Substantial Completion in respect of all the Primary Infrastructure Components; and

(II) to achieve Substantial Completion in respect of the Bridge Demolition;

each in accordance with this Agreement; or

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- (B) any liability arising from any failure to comply with any obligation referred to in Section 6.2(d)(ii)(A) of this Schedule, other than any liability that would arise if:
- (I) the SC1 Substantial Completion Date does not occur on or before the SC1 Substantial Completion Target Date; or
 - (II) the SC3 Substantial Completion Date does not occur on or before the SC3 Substantial Completion Target Date;
- as the case may be (except for the payment of Delay Liquidated Damages).
- (e) Section 10.4 [Province's Right of Set-Off] shall apply to Project Co's obligation to pay Delay Liquidated Damages pursuant to this Section 6.2.

**PART 7
CALCULATION OF PERFORMANCE INCENTIVE PAYMENTS**

7.1 Calculation of Performance Incentive Payments

The Performance Incentive Payment in respect of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n during the period described in Section 6.1(a) of this Schedule shall be determined in accordance with the following formula:

$$PIP_{pn} = TMP_{pn} + NCEP_{pn}$$

where:

PIP_{pn} = the Performance Incentive Payment in respect of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n during the period described in Section 6.1(a) of this Schedule

TMP_{pn} = the Traffic Management Payment payable in respect of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n during the period described in Section 6.1(a) of this Schedule, determined in accordance with Section 7.2 [Calculation of Traffic Management Payments] of this Schedule

$NCEP_{pn}$ = the Non-Compliance Event Payment payable in respect of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n during the period described in Section 6.1(a) of this Schedule, determined in accordance with Section 7.3 [Calculation of Non-Compliance Event Payments] of this Schedule

7.2 Calculation of Traffic Management Payments

- (a) Subject to Sections 7.2(d), (e), (f), (g) and (h) of this Schedule, the amount of the Traffic Management Payment payable in respect of each Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n in respect of which a Performance Incentive Payment is payable in accordance with Section 6.1 [Obligation to make Performance Incentive Payments] of this Schedule shall be determined in accordance with the following formula:

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$$TMP_{pn} = \sum_{i=1}^I \text{TrafficManagementAmount}_i$$

where:

I = the number of Non-Permitted Traffic Disruption Events occurring in Payment Period *p* (or part of Payment Period *p*, as the case may be) in Contract Year *n* during the period described in Section 6.1(a) of this Schedule

Traffic Management Amount_i = the Traffic Management Amount in respect of Non-Permitted Traffic Disruption Event *i*, calculated in accordance with Section 7.2(b) of this Schedule

- (b) The Traffic Management Amount in respect of Non-Permitted Traffic Disruption Event *i* shall be determined in accordance with the following formula:

$$\text{TrafficManagementAmount}_i = LTDE_i \times DTDE_i \times TDEC_i$$

where:

LTDE_i = the aggregate number of lanes affected by Non-Permitted Traffic Disruption Event *i* in any of the Pattullo Mainline, Highway 17 Mainline, Ramps, Specified Roads and Other Streets, provided that if:

- (i) the total number of northbound lanes in the Pattullo Mainline that is unaffected by Non-Permitted Traffic Disruption Event *i* is greater than or equal to the total number of northbound lanes available in the Existing Pattullo Bridge as at the Effective Date; and
- (ii) the total number of southbound lanes in the Pattullo Mainline that is unaffected by Non-Permitted Traffic Disruption Event *i* is greater than or equal to the total number of southbound lanes available in the Existing Pattullo Bridge as at the Effective Date;

then *LTDE_i* in respect of the Pattullo Mainline shall be deemed to be zero

DTDE_i = the duration (in minutes, rounded up to the nearest minute) of Non-Permitted Traffic Disruption Event *i*

TDEC_i = the Traffic Disruption Event Charge in respect of Non-Permitted Traffic Disruption Event *i*, determined in accordance with Section 7.2(c) of this Schedule

- (c) The Traffic Disruption Event Charge for any Non-Permitted Traffic Disruption Event *i* shall be calculated with reference to the applicable Traffic Disruption Event Charge Lookup Table below, using the relevant part of the table for the period during which Non-Permitted Traffic Disruption Event *i* occurs:

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Traffic Disruption Event Charge Lookup Table (TDEC_i) (for Non-Permitted Traffic Disruption Events occurring on Pattullo Mainline, Highway 17 Mainline, Ramps or Specified Roads)				
Traffic Disruption Event Charge (per minute, per lane)				
	Period during which Non-Permitted Traffic Disruption Event <i>i</i> occurs			
Duration of Non-Permitted Traffic Disruption Event <i>i</i>	≥ 2 years prior to SC1 Substantial Completion Target Date	< 2 years and ≥ 1 year prior to SC1 Substantial Completion Target Date	< 1 year prior to SC1 Substantial Completion Target Date*	After SC1 Substantial Completion Date
First 15 minutes				
Next 45 minutes after the first 15 minutes				
Next 60 minutes after the first 60 minutes				
After the first 120 minutes				

Traffic Disruption Event Charge Lookup Table (TDEC_i) (for Non-Permitted Traffic Disruption Events occurring on Other Streets)				
Traffic Disruption Event Charge (per minute, per lane)				
	Period during which Non-Permitted Traffic Disruption Event <i>i</i> occurs			
Duration of Non-Permitted Traffic Disruption Event <i>i</i>	≥ 2 years prior to SC1 Substantial Completion Target Date	< 2 years and ≥ 1 year prior to SC1 Substantial Completion Target Date	< 1 year prior to SC1 Substantial Completion Target Date*	After SC1 Substantial Completion Date
First 15 minutes				
Next 45 minutes after the first 15 minutes				
Next 60 minutes after the first 60 minutes				
After the first 120 minutes				

* If SC1 Substantial Completion is not achieved by the SC1 Substantial Completion Target Date, the Traffic Disruption Event Charges set out in this column will also apply during the period from (and including) the SC1 Substantial Completion Target Date until (and including) the SC1 Substantial Completion Date.

- (d) If a Non-Permitted Traffic Disruption Event affects more than one lane of any of the Pattullo Mainline, Highway 17 Mainline, a Ramp, a Specified Road or Other Street, and the duration of the Non-Permitted Traffic Disruption Event in respect of each such lane is different, the Traffic Management Amount in respect of the Non-Permitted Traffic Disruption Event shall be calculated separately for each such lane pursuant to Section 7.2(b) of this Schedule.
- (e) If the occurrence of a Non-Permitted Traffic Disruption Event is first identified and reported by the Province and the Province, acting reasonably, considers that Project Co

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ought to have identified and reported the occurrence of the Non-Permitted Traffic Disruption Event before the Province did so, then the Traffic Management Amount in respect of that Non-Permitted Traffic Disruption Event shall be multiplied by a factor of two.

- (f) No Traffic Management Amount is payable in respect of a Non-Permitted Traffic Disruption Event that is the direct result of:
 - (i) an Excluded Event;
 - (ii) a Relief Event; or
 - (iii) a Force Majeure Event.

- (g) A Non-Permitted Traffic Disruption Event the occurrence of which spans portions of:
 - (i) two or more Payment Periods during the Term; or
 - (ii) two or more periods described under the heading “Period during which Non-Permitted Traffic Disruption Event *i* occurs” in the applicable Traffic Disruption Event Charge Lookup Table set out in Section 7.2(c) of this Schedule;

shall be treated as a new Non-Permitted Traffic Disruption Event for each successive Payment Period or period, as the case may be, that commences while the Non-Permitted Traffic Disruption Event is continuing.

- (h) If a Non-Permitted Traffic Disruption Event occurs in a lane that continuously spans more than one of:
 - (i) the Pattullo Mainline;
 - (ii) the Highway 17 Mainline;
 - (iii) a Ramp;
 - (iv) a Specified Road; or
 - (v) an Other Street;
- then the Traffic Management Amount in respect of that Non-Permitted Traffic Disruption Event shall be calculated separately for each of:
- (vi) the Pattullo Mainline;
 - (vii) the Highway 17 Mainline;
 - (viii) the Ramp(s);
 - (ix) the Specified Road(s); and
 - (x) the Other Street(s);

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as the case may be.

- (i) Despite anything else in this Section 7.2, and without limiting the generality of Section 18.6 [Waiver], the Province expressly reserves the right to waive, reduce or defer the obligation to pay, any Traffic Management Amount otherwise payable pursuant to Section 7.2(a) of this Schedule in respect of a Non-Permitted Traffic Disruption Event, as such Traffic Management Amount is calculated in accordance with Section 7.2(b) of this Schedule, and the Province may do so in its sole and absolute discretion and without prejudice to any of its rights and remedies (whether pursuant to this Schedule or otherwise) in respect of any other Non-Permitted Traffic Disruption Event. Any such waiver, reduction or deferral by the Province of any Traffic Management Amount shall only be effective if in writing signed by the Province, and shall not excuse Project Co from performing, nor otherwise affect Project Co's obligation to perform, all of its obligations under this Agreement. For certainty, no interest shall be payable by Project Co in respect of any Traffic Management Amount that is deferred by the Province under this Section 7.1(i).

7.3 Calculation of Non-Compliance Event Payments

- (a) At all times during the period described in Section 6.1(a) of this Schedule, the amount of the Non-Compliance Event Payment payable by Project Co in respect of each Payment Period p (or portion thereof, as the case may) in Contract Year n in respect of which a Performance Incentive Payment is payable in accordance with Section 6.1 [Obligation to make Performance Incentive Payments] of this Schedule shall be determined in accordance with the following formula:

$$NCEP_{pn} = \sum_{d=1}^D NCEPP_d + \sum_{d=1}^D NCEP_d$$

where:

$NCEPP_d =$ the NCE (Points) Payment in respect of day d of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n , calculated as follows:

\$1,000 x [the greater of (i) (NCE Points_d – 15) and (ii) 0]

where:

NCE Points_d = the NCE Points Balance on day d

$NCEP_d =$ the NCE (Cash) Payment in respect of day d of Payment Period p (or part of Payment Period p , as the case may be) in Contract Year n

$D =$ the number of days in Payment Period m (or part of Payment Period m , as the case may be) in Contract Year n

- (b) Despite anything else in this Section 7.3, and without limiting the generality of Section 18.6 [Waiver], the Province expressly reserves the right to waive, reduce or defer the obligation to pay, all or any portion of any Non-Compliance Event Payment otherwise

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payable pursuant to Section 7.3(a) of this Schedule in respect of any Non-Compliance Event(s), as such Non-Compliance Event Payment (or portion thereof, as the case may be) is calculated in accordance with Section 7.3(a) of this Schedule, and the Province may do so in its sole and absolute discretion and without prejudice to any of its rights and remedies (whether pursuant to this Schedule or otherwise) in respect of any other Non-Compliance Event. Any such waiver, reduction or deferral by the Province of any Non-Compliance Event Payment (or portion thereof, as the case may be) shall only be effective if in writing signed by the Province, and shall not excuse Project Co from performing, nor otherwise affect Project Co's obligation to perform, all of its obligations under this Agreement. For certainty, no interest shall be payable by Project Co in respect of any Non-Compliance Event Payment that is deferred by the Province under this Section 7.3(b).

7.4 No Set Off re Performance Incentive Payments

No amount that may from time to time be or become owing by the Province to Project Co under this Agreement may be set off against any amount payable by Project Co to the Province in respect of any obligation of Project Co to pay Performance Incentive Payments pursuant to this Schedule.

DIVISION III
GENERAL PROVISIONS

PART 8
NCE POINTS AND DEFAULT POINTS

8.1 Assignment of NCE Points

- (a) Upon any occurrence of a Non-Compliance Event, whether such occurrence is first identified and reported to the other party by Project Co or the Province, NCE Points shall be assigned by the Province on the basis set out in Appendix D [Assignment of NCE Points] to this Schedule and in accordance with this Section 8.1.
- (b) If the occurrence of a Non-Compliance Event is first identified and reported by the Province and the Province, acting reasonably, considers that Project Co ought to have identified and reported the occurrence of the Non-Compliance Event before the Province did so, the Province may assign one additional NCE Point in respect of that Non-Compliance Event.
- (c) If the Province first discovers a Nonconformity (other than a Non-Compliance Event) and issues a Nonconformity Report in respect thereof in accordance with Section 6.1 [Nonconformity Report Process] of Schedule 7, and the Province, acting reasonably, considers that Project Co ought to have discovered and issued a Nonconformity Report in respect of the Nonconformity before the Province did so, then, if pursuant to the provisions of Part 8 [NCE Points and Default Points] of this Schedule (other than this Section 8.1(c)), the Nonconformity:
 - (i) has, or would have but for its rectification, become a Non-Compliance Event, then the Province may assign one additional NCE Point in respect thereof; or

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- (ii) has not, or would not have, become a Non-Compliance Event, then the Province may assign one NCE Point in respect thereof.
- (d) No NCE Points shall be assigned by the Province in respect of a Non-Compliance Event that is the direct result of a Province Non-Excusable Event.
- (e) No NCE Points shall be assigned by the Province in respect of the occurrence of a Non-Compliance Event that results in a NCE (Cash) Payment.
- (f) If, after the date of occurrence of a Non-Compliance Event (other than a Non-Compliance Event that has been identified as a result of a traffic management audit process conducted pursuant to Section 4.8 [Traffic Management Auditing] of Schedule 7), such Non-Compliance Event subsists for a period of 28 calendar days, then (in addition to any NCE Points assigned upon the initial occurrence of the Non-Compliance Event) the applicable number of NCE Points shall thereupon again be assigned by the Province in respect of that Non-Compliance Event.

For each successive 28 calendar day period that such Non-Compliance Event subsists, the applicable number of NCE Points shall again be assigned by the Province in respect of that Non-Compliance Event, so that the aggregate number of NCE Points outstanding in respect of that Non-Compliance Event at any time shall be determined by application of the following formula:

$$\text{NCE Points outstanding in respect of any subsisting Non-Compliance Event} = \text{Points} \times (1 + \text{Compounding Periods})$$

where:

Points = the number of NCE Points applicable to the Non-Compliance Event, as assigned by the Province on the basis set out in Appendix D [Assignment of NCE Points] to this Schedule and in accordance with this Section 8.1 (including in accordance with Section 8.1(b) of this Schedule).

Compounding Periods = the total number of successive 28 calendar day periods having elapsed since the date of initial occurrence of the Non-Compliance Event, as at the date of determination of the number of NCE Points outstanding.

- (g) The Province expressly reserves the right to refrain from assigning all or any portion of the NCE Points set out in Appendix D [Assignment of NCE Points] to this Schedule in respect of any Non-Compliance Event, and the Province may do so in its sole and absolute discretion and without prejudice to any of its other available rights and remedies in respect of that Non-Compliance Event, and without prejudice to its right to assign NCE Points, and to exercise any of its other available rights and remedies, in respect of any other Non-Compliance Event. Any such refraining from assigning any NCE Points by the Province shall not excuse Project Co from performing, nor otherwise affect Project Co's obligation to perform, all of its obligations under this Agreement.
- (h) The Province shall notify Project Co of the assignment by the Province of any NCE Points pursuant to this Section 8.1 promptly after such assignment.

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- (i) Project Co shall be entitled to dispute the assignment of any NCE Points only if:
 - (i) the number of such NCE Points assigned by the Province pursuant to Section 8.1(a) of this Schedule in respect of a Non-Compliance Event is greater than the number of NCE Points identified by Project Co in the relevant monthly report delivered under Part 9 [Periodic Reports and Payment Applications] of this Schedule as being assignable in respect of that Non-Compliance Event; or
 - (ii) it is disputing the reasonableness of the Province's determination pursuant to Sections 8.1(b) or 8.1(c) of this Schedule; and
 - (iii) Project Co refers any such dispute referred to in Section 8.1(i)(i) or (ii) of this Schedule to the Dispute Resolution Procedure within 14 days after its receipt from the Province of notice of such assignment. If Project Co does not refer the dispute to the Dispute Resolution Procedure within such 14-day period, Project Co shall be deemed to have accepted the Province's assignment of the relevant NCE Points.
- (j) The assignment of NCE Points as contemplated by this Section 8.1 is in addition to and not in substitution for or to the exclusion of any other rights and remedies available to the Province under this Agreement or any of the other Project Documents or at law or in equity, and the Province may have recourse to any one or more of all of such rights and remedies, concurrently or successively, as it shall see fit, without prejudice to any of its other available rights and remedies.

8.2 Calculation of NCE Points Balance

- (a) For purposes of Section 7.3 [Calculation of Non-Compliance Event Payments] of this Schedule:
 - (i) NCE Points that have been assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule (other than as a result of a traffic management audit process conducted pursuant to Schedule 4.8 [Traffic Management Auditing] of Schedule 7) shall subsist for the duration of the period from the date of occurrence of the Non-Compliance Event in respect of which such NCE Points have been assigned until the date on which the status of the Nonconformity Report in respect of such Non-Compliance Event is changed to "pending" in accordance with Section 6.1 [Nonconformity Reporting Process] of Schedule 7 (which period shall not, in any event, be less than one calendar day), whereupon such NCE Points shall be deducted from the then current NCE Points Balance;
 - (ii) NCE Points that have been assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule as a result of a traffic management audit process conducted pursuant to Section 4.8 [Traffic Management Auditing] of Schedule 7 shall subsist until 11:59 pm on the date of occurrence of the Non-Compliance Event in respect of which such NCE Points have been assigned (and shall be included in the calculation of the NCE Points Balance as at any time on that date after their assignment), whereupon such NCE Points shall be deducted from the then current NCE Points Balance; and

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- (iii) for certainty, any NCE Points assigned as contemplated in Section 8.2(a)(i) of this Schedule shall be included in the calculation of the NCE Points Balance as at any time on the date of their assignment and in the calculation of the NCE Points Balance as at any time on each day thereafter during the applicable period until (and including) the date of their deduction from the NCE Points Balance in accordance with Section 8.2(a)(i) of this Schedule.
- (b) At all times during the period from the Effective Date until the Total Completion Date, each of the Province and Project Co shall respectively maintain a record of:
 - (i) the aggregate number of NCE Points assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule at any time during the period from the Effective Date until such time; and
 - (ii) the aggregate number of NCE Points assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule at any time during the period from the Effective Date until such time, which NCE Points are still outstanding as at such time as determined pursuant to Section 8.2(a) of this Schedule (the “**NCE Points Balance**”).

8.3 Calculation of NCE Points (Default) Balance

- (a) For purposes of Section 8.4 [Assignment of Default Points] of this Schedule, NCE Points that have been assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule shall subsist for the duration of the period from the date of occurrence of the Non-Compliance Event in respect of which such NCE Points have been assigned until the earlier of:
 - (i) the date on which the Province assigns one or more Default Points in respect of such NCE Points pursuant to Section 8.4(a) of this Schedule; and
 - (ii) the end of the Contract Year in which such NCE Points were assigned;

whereupon such NCE Points shall be deducted from the then current NCE Points (Default) Balance.

- (b) At all times during the period from the Effective Date until the Total Completion Date, the Province shall maintain a record of the aggregate number of NCE Points assigned pursuant to Section 8.1 [Assignment of NCE Points] of this Schedule at any time during the period from the commencement of the then current Contract Year until such time, which NCE Points are still outstanding as at such time as determined pursuant to Section 8.3(a) of this Schedule (the “**NCE Points (Default) Balance**”).

8.4 Assignment of Default Points

Default Points shall be assigned to Project Co on the basis set out in this Section 8.4.

- (a) For each 150 NCE Points assigned to Project Co during a Contract Year the Province shall assign to Project Co one Default Point. Upon any such assignment of a Default Point, the then current NCE Points (Default) Balance shall be reduced by 150 NCE Points.

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- (b) If Project Co fails to perform or observe any of its material obligations under this Agreement (other than its obligations referred to in Section 8.4(c) of this Schedule, but including Indigenous Requirements) then the Province may, in its discretion, assign to Project Co up to a maximum of 5 Default Points for each such failure.
- (c) If there occurs:
 - (i) a Nonconformity in respect of a Quality Audit of the Quality Management System, and such Nonconformity is not remedied within the required time set out in the relevant Nonconformity Report;
 - (ii) a Nonconformity in respect of a Quality Audit of the Quality Management System that relates to a requirement in respect of which a Nonconformity has occurred previously (a “**Repeat Nonconformity**”), whether or not such Repeat Nonconformity is remedied;
 - (iii) any failure by Project Co to perform or observe any of its obligations under, or otherwise to comply with, the Environmental Assessment Certificate;
 - (iv) a Nonconformity in respect of performance measure PE3.4(a) [Notification to Province] in Schedule 6;
 - (v) a Nonconformity in respect of performance measure PE3.5(a) [Notification to Environmental Authorities] in Schedule 6; or
 - (vi) any failure by Project Co to comply with Section 1.3(n) of Part 4 [Traffic Management] of Schedule 4;then the Province may, in its discretion, assign to Project Co up to a maximum of 3 Default Points for each such Nonconformity or Repeat Nonconformity, as the case may be.
- (d) Once assigned pursuant to this Section 8.4, Default Points shall subsist for the remainder of the period ending on the Total Completion Date (but, for the purposes of Section 8.4(e)(ii) of this Schedule, shall be in effect only for the period of three years from the date of their assignment).
- (e) At all times during the period from the Effective Date until the Total Completion Date, the Province shall maintain a record of
 - (i) the aggregate number of Default Points assigned pursuant to this Section 8.4 at any time during the period from the Effective Date until such time; and
 - (ii) the aggregate number of Default Points assigned pursuant to this Section 8.4 at any time during the period from (but excluding) the date that is three years prior to such time until such time (the “**Default Points Balance**”).
- (f) The Province shall notify Project Co of the assignment of any Default Points pursuant to this Section 8.4 promptly after such assignment.
- (g) Project Co shall be entitled to dispute the assignment of any Default Point only if:

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- (i) the number of such Default Points assigned by the Province in respect of any month is greater than the number of Default Points identified by Project Co in the relevant monthly report delivered under Part 9 [Periodic Reports and Payment Applications] of this Schedule as being assignable in respect of that month; and
 - (ii) Project Co refers such dispute to the Dispute Resolution Procedure within 14 days after its receipt from the Province of notice of such assignment. If Project Co does not refer the dispute to the Dispute Resolution Procedure within such 14-day period, Project Co shall be deemed to have accepted the Province's assignment of the relevant Default Points.
- (h) The Province's right to assign Default Points as contemplated by this Section 8.4 is in addition to and not in substitution for or to the exclusion of any other rights and remedies available to the Province under this Agreement or any of the other Project Documents or at law or in equity, and the Province may have recourse to any one or more or all of such rights and remedies, concurrently or successively, as it shall see fit, without prejudice to any of its other available rights and remedies.

**PART 9
PERIODIC REPORTS AND PAYMENT APPLICATIONS**

9.1 Draw Requests for Progress Payments

- (a) On or before three Business Days following the last day of each Payment Period, Project Co shall prepare and deliver to the Province's Representative and the Independent Engineer, in Excel format, a statement of progress in respect of the Payment Period then most recently having ended, substantially in the form set out in Appendix C [Form of Statement of Progress] to this Schedule, duly completed in accordance with Appendix F [Progress Measurement Principles] of this Schedule (a "**Statement of Progress**") and accompanied by work papers clearly setting forth the derivation of all percentages and dollar amounts required by Appendix C to be included therein (including, for certainty, calculations (with written evidence from the Senior Lenders, where applicable) for determining amounts relating to the financing costs-related Cost Item). Prior to delivering a Draw Request to the Province's Representative pursuant to Section 9.1(b) of this Schedule, Project Co shall arrange with the Province's Representative and the Independent Engineer a reasonable opportunity for the Province's Representative and the Independent Engineer jointly with Project Co to inspect the Project Work and review the Statement of Progress and to attend at the offices of Project Co to review such documentation as the Province's Representative or the Independent Engineer may request.
- (b) On or before five Business Days following the last day of each Payment Period, Project Co shall prepare and deliver to the Province's Representative a draw request substantially in the applicable form set out in Appendix E [Payment Application Forms] to this Schedule, and a Statement of Progress duly certified by the Independent Engineer and accompanied by work papers clearly setting forth the derivation of the percentages and dollar amounts required by Appendix C to be included therein (including, for certainty, calculations (with written evidence from the Senior Lenders, where applicable) for determining amounts relating to the financing costs-related Cost Item), each for the Progress Payment for the portion of the Project Work progressed during the Payment Period then most recently

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ended and accompanied by the documentation specified therein (such draw request and certified Statement of Progress, together being a “**Draw Request**”).

- (c) The Draw Request shall set out Project Co’s calculation of each of the following (each stated separately, without duplication):
- (i) the Cost Item Progress Amount in respect of each relevant Cost Item in respect of such Payment Period (each such amount as set out in the applicable certified Statement of Progress comprising part of such Draw Request);
 - (ii) the cumulative total progress made by Project Co, during all Payment Periods up to and including such Payment Period, toward completion of each relevant Cost Item, expressed as a percentage (each such percentage amount as set out in the applicable certified Statement of Progress comprising part of such Draw Request);
 - (iii) the cumulative total progress made by Project Co, during all Payment Periods up to but excluding such Payment Period, toward completion of each relevant Cost Item, expressed as a percentage (each such percentage amount as set out in the applicable certified Statement of Progress comprising part of such Draw Request);
 - (iv) the Relevant Completion Percentage applicable to each relevant Cost Item in respect of such Payment Period (each such percentage amount as set out in the applicable certified Statement of Progress comprising part of such Draw Request);
 - (v) the Unadjusted Progress Amount in respect of such Payment Period;
 - (vi) the Adjustment Factor applicable to such Payment Period;
 - (vii) the Adjusted Progress Amount determined pursuant to Section 2.1(a)(i) of this Schedule in respect of such Payment Period;
 - (viii) the Cost Item Progress Amount in respect of each Specified Cost Item, which amount is determined in accordance with Section 2.1(b) of this Schedule to be payable in respect of such Payment Period (each such amount as set out in the applicable certified Statement of Progress comprising part of such Draw Request);
 - (ix) the aggregate of all Cost Item Progress Amounts in respect of all Specified Cost Items, each of which is determined in accordance with Section 2.1(b) of this Schedule to be payable in respect of such Payment Period;
 - (x) the total Progress Payment payable in respect of such Payment Period, determined pursuant to Section 2.1(a) of this Schedule;
 - (xi) the aggregate of all amounts payable in respect of:

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- (A) any additional or varied Project Work authorized or approved by a Change Certificate and performed by Project Co during such Payment Period; and
 - (B) any Minor Works performed by Project Co pursuant to Section 1.2(a) of Schedule 11 [Changes] during such Payment Period;
 - (xii) any applicable taxes payable in respect of any of the payments referred to above in this Section 9.1(c);
 - (xiii) any adjustments to reflect over-payments and/or underpayments (each such adjustment stated separately) in respect of Progress Payments made by the Province during the period prior to such Payment Period (for which adjustment has not already been made, including by way of determination of a negative Relevant Completion Percentage applicable to any Cost Item);
 - (xiv) any interest payable in respect of any amounts owed; and
 - (xv) the net amount owing by the Province to Project Co or by Project Co to the Province in respect of the Province's obligation to make Progress Payments pursuant to Section 1.1 [Obligation to make Progress Payments] of this Schedule and to make payment for additional or varied Project Work performed by Project Co pursuant to a Change Certificate issued pursuant to Part 2 [Province Changes] of Schedule 11 or for Minor Works performed by Project Co pursuant to Section 1.2(a) of Schedule 11 [Changes].
- (d) The Draw Request shall be accompanied by work papers clearly setting forth the derivation of the percentages and amounts set out therein in accordance with all applicable calculations specified in this Schedule. Such work papers shall include all relevant reports, information and documentation (all in such form and content as is acceptable to the Province's Representative) to support Project Co's application contained in such Draw Request.
- (e) The Draw Request shall be accompanied by a statement of the amounts (if any) that the Senior Lenders have advanced or Project Co is intending to request, or has requested, that the Senior Lenders advance in respect of:
- (i) Unadjusted Progress Amounts for the Payment Period to which the Draw Request relates;
 - (ii) the cumulative total of all amounts advanced as referred to in Section 9.1(e)(i) of this Schedule for all Payment Periods up to but excluding such Payment Period; and
 - (iii) the cumulative total of all amounts advanced as referred to in Section 9.1(e)(i) of this Schedule for all Payment Periods up to and including such Payment Period;
- (provided that, if the first proviso to Section 1.1(c)(ii) of this Schedule applied in respect of any Payment Period (including the Payment Period to which the Draw Request relates), such statement shall separately identify any funds received by Project Co as contemplated

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by Section 1.1(c)(ii)(C) of this Schedule to fund amounts as referred to in Section 9.1(e)(i) of this Schedule for such Payment Period);

- (f) The Draw Request shall be accompanied by a letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of the Draw Request.
- (g) The Draw Request shall be accompanied by a report on the status of the Project, which report shall include:
 - (i) a description of (A) Project Co's progress during the Payment Period to which the Draw Request relates, and (B) the major activities performed by Project Co during the Payment Period; and
 - (ii) a look-ahead work plan for the three months following the Payment Period to which the Draw Request relates.
- (h) The Draw Request shall (subject to any exceptions set out in such Draw Request) constitute a representation and warranty by Project Co to the Province (the truth and accuracy of which representation and warranty shall be a condition precedent to the obligation of the Province to make any payment pursuant to the Draw Request, and which representation and warranty may, as to the payment of any Subcontractors as described in Section 9.1(h)(iv) below, be made in reliance on one or more statutory declarations of others) that:
 - (i) the Project Work has progressed to the point indicated in the Draw Request;
 - (ii) the Cost Item Progress Amounts identified in the Draw Request have been properly incurred;
 - (iii) the Project Work described in the Draw Request as having been done, has been done in accordance with Project Co's obligations under this Agreement;
 - (iv) the Principal Contractors and all of the Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contract and the Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;
 - (v) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
 - (vi) Project Co is entitled to payment in the amount requested;
 - (vii) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
 - (viii) there has not been any material adverse change in Project Co's ability to perform its obligations under this Agreement;

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- (ix) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's ability to perform its obligations under the applicable Principal Contract;
- (i) The Province's Representative shall identify any deficiencies or inaccuracies in the Draw Request and the amount affected thereby within five Business Days of the Draw Request being delivered pursuant to Section 9.1(b) of this Schedule, which amount shall be subject to Section 10.8 [Payment of Disputed Amounts].
- (j) Project Co shall cooperate with the Province's Representative to reach agreement on a Draw Request on or before the fifth Business Day following delivery of the Draw Request to the Province's Representative pursuant to Section 9.1(b) of this Schedule.
- (k) The Province's Representative shall approve the Draw Request as to amounts not in dispute within five Business Days of the Draw Request being delivered pursuant to Section 9.1(b), and pay to Project Co such amounts not in dispute within the applicable time period specified in Section 1.1(c) of this Schedule.
- (l) The Draw Request, once agreed upon pursuant to Section 9.1(j) of this Schedule, shall not be amended except in writing signed by each of the parties.

9.2 Reports for Performance Incentive Payments and Delay Liquidated Damages

- (a) Not later than 10 days after the last day of each Payment Period (or part thereof, as the case may be) in each Contract Year during the period described in Section 6.1(a) of this Schedule, Project Co shall deliver to the Province's Representative a written report setting out Project Co's calculation of the payments payable by it in respect of that Payment Period (or part thereof, as the case may be) in accordance with Section 6.1 [Obligation to make Performance Incentive Payments] and Section 6.2 [Obligation to pay Delay Liquidated Damages] of this Schedule. Specifically, the report shall show Project Co's calculation of each of the following (each stated separately):
 - (i) any Performance Incentive Payment payable in respect of that Payment Period (or part thereof, as the case may be);
 - (ii) any Traffic Management Payment payable in respect of that Payment Period (or part thereof, as the case may be);
 - (iii) any Non-Compliance Event Payment payable in respect of that Payment Period (or part thereof, as the case may be);
 - (iv) any Delay Liquidated Damages payable in respect of that Payment Period (or part thereof, as the case may be);
 - (v) any NCE Points assignable to Project Co in respect of each Non-Compliance Event occurring during that Payment Period (or part thereof, as the case may be) (which shall be the number of NCE Points set out in Appendix D [Assignment of NCE Points] to this Schedule in respect of such Non-Compliance Event), and the total of all such NCE Points;

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- (vi) the NCE Points Balance as at the end of each day of that Payment Period (or part thereof, as the case may be);
 - (vii) the NCE Points (Default) Balance as at the end of each day of that Payment Period (or part thereof, as the case may be);
 - (viii) the total of all Default Points assignable to Project Co during that Payment Period (or part thereof, as the case may be) (which shall be the aggregate Default Points assignable to Project Co in accordance with Section 8.4 [Assignment of Default Points] of this Schedule);
 - (ix) the Default Points Balance as at the end of each day of that Payment Period (or part thereof, as the case may be);
 - (x) any applicable taxes payable in respect of any of the payments referred to in paragraphs (i) through (iv) above in respect of that Payment Period (or part thereof, as the case may be);
 - (xi) any adjustments to reflect over-payments and/or underpayments (each such adjustment stated separately) in respect of Performance Incentive Payments made by Project Co during the period prior to that Payment Period (for which adjustment has not already been made);
 - (xii) any interest payable in respect of any amounts owed; and
 - (xiii) the net amount owing by Project Co to the Province or by the Province to Project Co in respect of Project Co's obligation to make Performance Incentive Payments and pay Delay Liquidated Damages pursuant to Sections 6.1 [Obligation to make Performance Incentive Payments] and 6.2 [Obligation to pay Delay Liquidated Damages], respectively, of this Schedule.
- (b) A report delivered pursuant to this Section 9.2 shall be accompanied by work papers clearly setting forth the derivation of the amounts set out therein in accordance with all applicable calculations specified in this Schedule. Such work papers shall include all relevant reports, information and documentation (all in such form and content as is acceptable to the Province's Representative) to support Project Co's calculation of the relevant Performance Incentive Payment and Delay Liquidated Damages, as applicable.
- (c) Project Co's obligation to deliver a written report pursuant to this Section 9.2 shall not affect Project Co's obligation to deliver any other written report pursuant to any other section of this Part 9.

9.3 Province can issue Reports and Invoices

If Project Co fails to deliver any report or invoice within the time period required pursuant to this Schedule, the Province may itself prepare and deliver to Project Co such report or invoice. Any such report or invoice delivered pursuant to this Section 9.3 shall be accompanied by work papers clearly setting forth the derivation of the amounts set out therein in accordance with all applicable calculations specified in this Schedule.

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9.4 Quarterly Forecast of Progress Payments

Not later than 10 days after the first day of each Fiscal Quarter (or part thereof, as the case may be) (the “**Current Fiscal Quarter**”) during the period from the Effective Date until the Total Completion Date, Project Co shall deliver to the Province’s Representative a forecast of:

- (a) the cumulative total of all Progress Payments to be paid in respect of the Current Fiscal Quarter;
- (b) the cumulative total of all Progress Payments to be paid in respect of all Fiscal Quarters (or part thereof, as the case may be), if any, remaining in the then-current Fiscal Year after the Current Fiscal Quarter; and
- (c) the cumulative total of all Progress Payments to be paid in respect of each Fiscal Year (or part thereof) following the then-current Fiscal Year and commencing before the later of (i) the Total Completion Target Date and (ii) the Total Completion Date.

PART 10

PAYMENTS BY PROVINCE IN EVENT OF NON-PAYMENT UNDER BCIB AGREEMENTS

10.1 Payments by Province in the Event of Non-payment under BCIB-Agreements and Set-off Rights

- (a) If the Province pays any amount that:
 - (i) Project Co has not paid by the applicable date stipulated by the BCIB-Contractor Agreement; or
 - (ii) a Principal Contractor or Subcontractor, as the case may be, has not paid by the applicable date stipulated by the relevant BCIB-Subcontractor Agreement;

then the Province shall promptly thereafter deliver to Project Co an invoice for:

- (iii) any amount(s) so paid; plus
- (iv) an administrative fee calculated as the amount that is the greater of:
 - (A) two percent (2%) of the amount(s) so paid; and
 - (B) five thousand (\$5,000) dollars.
- (b) Without prejudice to Section 10.8 [Payment of Disputed Amounts], Project Co shall pay and remit to the Province, by not later than ten (10) Business Days after the Province has delivered such an invoice to Project Co, the amount of the invoice. If Project Co has not paid the invoice within ten (10) Business Days after the Province has delivered the same to Project Co, then the Province may, at any time thereafter, except to the extent that Project Co provides evidence satisfactory to the Province, acting reasonably, that Project Co has paid the amounts which are the subject of the invoice, set off against any future payments due from the Province to Project Co under this Agreement the amount of such invoice.

PATTULLO BRIDGE REPLACEMENT PROJECT
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SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

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APPENDIX A
[NOT USED]

**PATTULLO BRIDGE REPLACEMENT PROJECT
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**APPENDIX B
[NOT USED]**

**PATTULLO BRIDGE REPLACEMENT PROJECT
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**APPENDIX C
FORM OF STATEMENT OF PROGRESS**

Each Relevant Completion Percentage shall be calculated to 2 decimal places, and each Cost Item Progress Amount shall be calculated to the nearest dollar.

Table 1 – Cost Item Progress Amounts (excluding in relation to Specified Cost Items)

	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D – B
1. Financing costs								
1.1	financing costs							
2. Project management and fish habitat off-setting								
2.1.1	project management and special purpose vehicle – bridge construction							
2.1.2	project management and special purpose vehicle – bridge demolition							
2.2	fish habitat off-setting							
3. Mobilization								
3.1	mobilization							
4. Design								
4.1	design							
4.1.1	design management							
4.1.2	interim design							
4.1.3	final design	7						

**PATTULLO BRIDGE REPLACEMENT PROJECT
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Appendix C: Form of Statement of Progress**

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
5. North approach								
5.1 foundations								
5.1.1	piles or caissons							
5.1.1.1	piles or caissons – delivery							
5.1.1.2	piles or caissons – installation							
5.1.1.3	piles or caissons – plugs							
5.1.2	pile caps							
5.2 substructure								
5.2.1	columns and abutments							
5.2.2	beams or cross-heads							
5.3 superstructure								
5.3.1	deck structural frame fabrication							
5.3.2	deck structural frame erection							
5.3.3	structural deck slab							
5.3.4	overlay							
5.3.5	deck joints							
5.3.5.1	deck joints – delivery							
5.3.5.2	deck joints – installation							

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
6. South approach								
6.1	foundations							
6.1.1	piles or caissons							
6.1.1.1	piles or caissons – delivery							
6.1.1.2	piles or caissons – installation							
6.1.1.3	piles or caissons – plugs							
6.1.2	pile caps							
6.2	substructure							
6.2.1	columns and abutments							
6.2.2	beams or cross-heads							
6.3	superstructure							
6.3.1	deck structural frame fabrication							
6.3.2	deck structural frame erection							
6.3.3	structure deck slab							
6.3.4	overlay							
6.3.5	deck joints							
6.3.5.1	deck joints – delivery							
6.3.5.2	deck joints – installation							

**PATTULLO BRIDGE REPLACEMENT PROJECT
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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
7. River crossing								
7.1 back span foundations								
7.1.2	south back span foundations							
7.1.2.1	piles or caissons							
7.1.2.1.1	piles or caissons – delivery							
7.1.2.1.2	piles or caissons – installation							
7.1.2.1.3	piles or caissons – plugs							
7.1.2.2	pile caps							
7.2 bridge support structure (e.g. tower) foundations								
7.2.4	south structure (e.g. tower) piles or caissons							
7.2.4.1	south structure (e.g. tower) piles or caissons – delivery							
7.2.4.2	south structure (e.g. tower) piles or caissons – installation							
7.2.4.3	south structure (e.g. tower) piles or caissons – plugs							
7.2.6	south structure (e.g. tower) pile cap formwork structure							
7.2.8	south structure (e.g. tower) pile cap							

**PATTULLO BRIDGE REPLACEMENT PROJECT
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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
7.3 back span substructure								
7.3.2	south back span substructure							
7.3.2.1	columns							
7.3.2.2	beams or cross-heads							
7.4 bridge support structure (tower)								
7.4.2	south bridge support structure (tower)							
7.5 bridge deck structure to the back spans and main span								
7.5.2	main span deck structural frame fabrication							
7.5.3	south back span deck structural frame fabrication							
7.5.4	bridge deck support, suspension cables or hangers and bearings							
7.5.4.1	bridge deck support – bearings – delivery							
7.5.4.2	bridge deck support – bearings – installation							
7.5.4.3	bridge deck support – suspension cables or hangers – delivery							
7.5.4.4	bridge deck support – suspension cables or hangers – installation							
7.5.7	main span deck structural frame erection							

**PATTULLO BRIDGE REPLACEMENT PROJECT
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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
7.5.8	south back span deck structural frame erection							
7.5.9	structural deck slab							
7.5.10	overlay							
7.5.11	deck joints							
7.5.11.1	deck joints – delivery							
7.5.11.2	deck joints – installation							
8. Bridge and approaches finishing and equipment								
8.1	paving							
8.2	road barriers							
8.3	security and safety fencing							
8.4 lighting								
8.4.1	road lighting							
8.4.2	aircraft warning lights							
8.4.3	navigation lighting							
8.4.4	maintenance lighting							
8.5	drainage							
8.6	signage and pavement markings							

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
8.7 equipment								
8.7.1	maintenance access area							
8.7.2	ice removal equipment							
8.7.3	maintenance gantries							
8.7.4	lighting protection							
8.7.5	structural health monitoring system							
8.8	third party utility facilities							
9. City of New Westminster								
9.1 roadworks								
9.1.1	excavation, fill, drainage							
9.1.2	sub-base course and base course							
9.1.3	paving							
9.1.4	landscaping							
9.1.5	soundwalls and noise walls							
9.1.6	intelligent traffic systems							
9.1.7	utility relocations							
9.1.8	signage and pavement markings							

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
9.2 structures								
9.2.1	multi-use path bridges							
9.2.1.1	multi-use path bridges – foundation							
9.2.1.2	multi-use path bridges – substructure							
9.2.1.3	multi-use path bridges – superstructure							
9.2.2	retaining walls							
9.2.3	Royal Avenue overpass structure							
9.2.4	East Columbia exit ramp							
10. City of Surrey								
10.1 roadworks								
10.1.2	excavation, fill, drainage							
10.1.3	sub-base course and base course							
10.1.4	paving							
10.1.5	landscaping							
10.1.7	intelligent traffic systems							
10.1.8	utility relocations							
10.1.9	signage and pavement markings							
10.2 structures								

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
10.2.1	multi-use path bridges							
10.2.1.1	multi-use path bridges – foundations							
10.2.1.2	multi-use path bridges – substructure							
10.2.1.3	multi-use path bridges – superstructure							
10.2.2	retaining walls							
10.2.3	Highway 17 and Old Yale Road Interchange structure							
10.2.4	Highway 17 WB Off-Ramp structure							
11. Bridge demolition								
11.1	removal of Existing Pattullo Bridge structural steelwork and deck material							
11.2	removal to mudline							
11.3	south approach removal							
11.4	north approach removal							
11.5	disposal of all components demolished							
11.6	landscaping and restoration							

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
Total		[Contract Price less Cost Item Amounts in respect of Specified Cost Items]		[Sum of column C]		[Sum of column E]		[Sum of column G]

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Table 2 –Cost Item Progress Amounts in respect of Specified Cost Items

	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D – B
12. Specified Cost Items								
12.1	Construction Management Plan							
12.2	Design Management Plan							
12.3	Construction Environmental Management Plan							
12.4	Marine and Fisheries Access Management Plan							
12.5	Fish and Fish Habitat Monitoring and Mitigation Plan							
12.6	Traffic Management Plan							
12.7	Quality Manual							
12.8	Design Quality Management Plan							
12.9	Construction Quality Management Plan							
12.10	Traffic Quality Management Plan							
12.11	Environmental Quality Management Plan							
12.12	Indigenous Participation Plan							
12.13	Project Co Communication Protocol							

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	Cost Item	Cost Item Amount (\$nominal)	cumulative (EXCLUDING this Payment Period)		cumulative (INCLUDING this Payment Period)		this Payment Period	
			total progress (%)	total progress (\$)	total progress (%)	total progress (\$)	Relevant Completion Percentage	Cost Item Progress Amount
			A	B	C = A x B	D	E = A x D	F = D - B
12.14	Construction Communications and Engagement Plan							
12.15	Operations and Maintenance Plan							
12.16	asset inventory							
12.17	Construction Records – Primary Infrastructure Components and Completion Components							
12.18	Construction Records – Bridge Demolition and other							
12.19	Quality Records							
Total				[Sum of column C]		[Sum of column E]		[Sum of column G]

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Adjusted Progress Amount

1. Unadjusted Progress Amount (total amount of column G of table 1) _____
2. Adjustment Factor * _____
3. Adjusted Progress Amount _____

Total Progress Payment

4. Adjusted Progress Amount (per 3 above) _____
5. Aggregate of Cost Item Progress Amounts in respect of
Specified Cost Items (total amount of column G of table 2) _____
6. Total Progress Payments _____

* include the calculation of the Adjustment Factor for the PP Transition Payment Period (if applicable) here:

[Project Co Representative's signature]

Certified Correct:

[Independent Engineer's signature]

**APPENDIX D
ASSIGNMENT OF NCE POINTS**

Performance Requirement	Performance Category	Basis of Assessment	NCE Points Assigned
Project Agreement and All Schedules			
Document deliverables submitted or provided to the Province	Timeliness	As specified in this Agreement (including the relevant Schedules)	
	Completeness	Either a Review Procedure (Schedule 2) resulting in repeat ‘comments’ on re-submitted submission documents specified in this Agreement (including the relevant Schedules), or a Consent Procedure (Schedule 2) resulting in repeat ‘rejected’ (other than a “deemed” rejection under Section 2.2(e) of Schedule 2 or a rejection on the merits of a submission) on submission documents specified in this Agreement (including the relevant Schedules)	
	Implementation	Where a Nonconformity occurs in relation to the implementation of any deliverable (where appropriate) required by this Agreement	
Schedule 4 : Design and Construction			
Performance Measure	Design and Construction Performance Measures	All other measures (identified as PDCXXX) specified in Schedule 4	
Schedule 6 : Environmental Obligations			
Environmental conditions	Implementation	As designated as “Minor” in Schedule 6, Appendix B or Appendix C, as applicable	
		As designated as “Moderate” in Schedule 6, Appendix B or Appendix C, as applicable	
		As designated as “Major” in Schedule 6, Appendix B or Appendix C, as applicable	
		As designated as “Severe” in Schedule 6, Appendix B or Appendix C, as applicable	
Performance Measures	Environmental Performance Measures	All other measures (identified as PEXXX) specified in Schedule 6	

SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

Appendix D: Assignment of NCE Points

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Performance Requirement	Performance Category	Basis of Assessment	NCE Points Assigned
Schedule 7 : Quality Management			
Unresolved NCE's	Implementation	Where an NCE is not resolved within the response time specified on the Nonconformity Report in accordance with Schedule 7, Part 6.	
Performance Measures	Quality Performance Measures	All other measures (identified as PQXXX) specified in Schedule 7	
Traffic Management	Implementation of Traffic Management requirements	Where a Site Condition Rating Category 1 is assigned, or where a follow-up audit discloses that such Site Condition Rating Category 1 has not been remedied in accordance with Section 4.8 of Schedule 7	
		Where a Site Condition Rating Category 2 is assigned, or where a follow-up audit discloses that such Site Condition Rating Category 2 has not been remedied in accordance with Section 4.8 of Schedule 7	
		Where a Site Condition Rating Category 3 is assigned, or where a follow-up audit discloses that such Site Condition Rating Category 3 has not been remedied in accordance with Section 4.8 of Schedule 7	

SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

Appendix D: Assignment of NCE Points

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Performance Requirement	Performance Category	Basis of Assessment	NCE Points Assigned
Schedule 9 : Communication and Engagement			
Performance Measures	Communication and Engagement	As designated as "Minor" in Schedule 9	
		As designated as "Moderate" in Schedule 9	
		As designated as "Major" in Schedule 9	
		As designated as "Severe" in Schedule 9	
		All other measures (identified as PCXXX) specified in Schedule 9	
Schedule 17 : Records and Reports			
Performance Measures	Records Performance Measures	All measures (identified as PRXXX) specified in Schedule 17	
Schedule 22 : Indigenous Requirements			
Performance Measures	Indigenous Requirements Performance Measures	All measures (identified as PIRXXX) specified in Schedule 22.	

**APPENDIX E
FORMS**

FORM 10A: DRAW REQUEST

[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

[Address]

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in Right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Draw Request under Section 9.1 [Draw Requests for Progress Payments] of Schedule 10 to the Agreement for Progress Payment for the Payment Period beginning • and ending • (the “**Relevant Payment Period**”)

1. This letter, including the Statement of Progress and other documentation attached hereto, constitutes a Draw Request pursuant to Section 9.1 [Draw Requests for Progress Payments] of Schedule 10 for a Progress Payment. Capitalized terms used and not defined in this Draw Request have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

Calculation of Progress Payment

2. Project Co hereby applies for a Progress Payment in the amount of \$• for the portion of the Project Work progressed during the Relevant Payment Period.

3. Project Co hereby confirms that the Progress Payment for the Relevant Payment Period is calculated by reference to the following:

- (i) the Unadjusted Progress Amount in respect of the Relevant Payment Period: \$•
- (ii) the Adjustment Factor applicable to the Relevant Payment Period: •%
- (iii) the Adjusted Progress Amount determined pursuant to Section 2.1(a)(i) of Schedule 10 in respect of the Relevant Payment Period: \$•

SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

Appendix E: Payment Application Forms

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- (iv) the aggregate of all Cost Item Progress Amounts in respect of all Specified Cost Items, each of which is determined in accordance with Section 2.1(b) of Schedule 10 to be payable in respect of the Relevant Payment Period: \$●
- (v) the total Progress Payment payable in respect of the Relevant Payment Period, determined pursuant to Section 2.1(a) of Schedule 10: \$●
- (vi) the applicable taxes payable in respect of any of the payments referred to above: \$●
- (vii) [NTD: list breakdown of tax calculations]**
- (viii) the following adjustments to reflect over-payments and/or underpayments (each such adjustment stated separately) in respect of Progress Payments made by the Province during the period prior to the Relevant Payment Period (for which adjustment has not already been made, including by way of determination of a negative Relevant Completion Percentage applicable to any Cost Item):
- (ix) [NTD: list each adjustment, and the applicable dollar value]**
- (x) interest payable in respect of any amounts owed, as described above:
- (xi) [NTD: list each relevant amount, as described above, and the applicable amount of interest payable]**
- (xii) the net amount owing by the Province to Project Co, or by Project Co to the Province, as at the end of the Relevant Payment Period in respect of the Province's obligation to make Progress Payments pursuant to Section 1.1 [Obligation to make Progress Payments] of Schedule 10: \$●

Claim for payment for additional or varied Project Work and Minor Works

- 4. Project Co hereby applies for payment for the following amount in respect of any additional or varied Project Work performed by Project Co pursuant to a Change Certificate issued pursuant to Part 2 [Changes] of Schedule 11 or for Minor Works performed by Project Co pursuant to Section 1.2(a) of Schedule 11 [Changes]:
 - (i) the total amount payable in respect of any additional or varied Project Work authorized or approved by a Change Certificate and performed by Project Co during the Relevant Payment Period: \$●
 - (ii) the total amount payable in respect of any Minor Works performed by Project Co pursuant to Section 1.2(a) of Schedule 11 [Changes] during the Relevant Payment Period: \$●
 - (iii) the applicable taxes payable in respect of the payment referred to above: \$●
 - (iv) [NTD: list breakdown of tax calculations]**
 - (v) interest payable in respect of any amounts owed, as described above:

SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

Appendix E: Payment Application Forms

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- (vi) [NTD: list each relevant amount, as described above, and the applicable amount of interest payable]
- (vii) the net amount owing by the Province to Project Co, or by Project Co to the Province, as at the end of the Relevant Payment Period in respect of the Province's obligation to pay for additional or varied Project Work and for Minor Works, in each case pursuant to Schedule 11 [Changes].

Net Amount Claimed

- 5. The final net amount payable by the Province to Project Co, or payable by Project Co to the Province, as the case may be, pursuant to this Draw Request (being the aggregate of the amounts set out in paragraphs 3(ix) and 4(v) above) is: \$●

Representations and Warranties

- 6. As of the date hereof but subject to any exceptions set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:
 - (i) the Project Work has progressed to the point indicated in this Draw Request;
 - (ii) the Cost Item Progress Amounts identified in this Draw Request have been properly incurred in accordance with Appendix F [Progress Measurement Principles] to Schedule 10;
 - (iii) the Project Work described in this Draw Request as having been done, has been done in accordance with Project Co's obligations under the Agreement;
 - (iv) all of the Principal Contractors and Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;
 - (v) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
 - (vi) Project Co is entitled to payment in the amount requested;
 - (vii) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
 - (viii) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
 - (ix) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

SCHEDULE 10: PAYMENT AND PERFORMANCE MECHANISM

Appendix E: Payment Application Forms

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- (x) Attachments
7. Attached hereto is the Statement of Progress, as certified by the Independent Engineer, in respect of the Relevant Payment Period, together with working papers clearly setting forth the derivation of the percentages and amounts set out therein.
8. Attached hereto are working papers clearly setting forth the derivation of the percentages and amounts set out herein (to the extent the same are not already set forth in the working papers attached to the Statement of Progress) in accordance with all applicable calculations specified or referred to in Section 2.1 [Calculation of Progress Payments] of Schedule 10, Part 2 [Province Changes] of Schedule 11 or Part 1 [Minor Works] of Schedule 11.
9. Attached hereto is a statement of the amounts, (if any), determined in accordance with Section 9.1 (e) of Schedule 10 that the Senior Lenders have advanced or Project Co is intending to request, or has requested, that the Senior Lenders advance in respect of:
- (i) Unadjusted Progress Amounts for the Relevant Payment Period;
 - (ii) the cumulative total of all amounts advanced as referred to in Section 9.1(e)(i) of Schedule 10 for all Payment Periods up to but excluding the Relevant Payment Period; and
 - (iii) the cumulative total of all amounts advanced as referred to in Section 9.1(e)(i) of Schedule 10 for all Payment Periods up to and including the Relevant Payment Period;
- (provided that, if the first proviso to Section 1.1(c)(ii) of Schedule 10 applied in respect of any Payment Period (including the Payment Period to which the Draw Request relates), such statement shall separately identify any funds received by Project Co as contemplated by Section 1.1(c)(ii)(C) of Schedule 10 to fund amounts as referred to in Section 9.1(e)(i) of Schedule 10 for such Payment Period).
10. Attached hereto is a statutory declaration in the form attached as Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*. **[NTD: Not required to be attached to Draw Request for first Payment Period – where this applies, note “not attached”]**
11. Attached hereto is the letter from the Workers’ Compensation Board which confirms that Project Co is in good standing with the Workers’ Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Draw Request.
12. Attached hereto is a report on the status of the Project, including (i) a description of (A) Project Co’s progress during the Relevant Payment Period, and (B) the major activities performed by Project Co during the Relevant Payment Period; and (ii) a look-ahead work plan for the three months following the Relevant Payment Period.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

Attachment A

[NTD: list any exceptions to representations and warranties]

FORM 10B: SC1 SUBSTANTIAL COMPLETION PAYMENT APPLICATION
[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section 1.2 [Obligation to make SC1 Substantial Completion Payment] of Schedule 10 to the Agreement for SC1 Substantial Completion Payment

-
1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 1.2(b) of Schedule 10 for payment of the SC1 Substantial Completion Payment. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

Calculation of SC1 Substantial Completion Payment

2. Project Co hereby applies for payment in the amount of \$●, being the SC1 Substantial Completion Payment of \$300,600,000, less an amount of \$● representing the aggregate amount that the Province is entitled to retain pursuant to Section 1.2(f) of Schedule 10, calculated as follows:

SC1 Substantial Completion Payment Amount: \$300,600,000

less: the SC1a Withholding Amount: \$30,000,000

less: the SC1b Withholding Amount: \$50,000,000

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less: the SC1 Deficiency Holdback: \$●

less: the Warranty Holdback: \$●

Net amount payable in respect of the Province's obligation to make the SC1 Substantial Completion Payment pursuant to Section 1.2 [Obligation to make SC1 Substantial Completion Payment] of Schedule 10: \$●

Representations and Warranties

3. As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:

- (i) Substantial Completion has been achieved in respect of the Primary Infrastructure Components;
- (ii) the amount claimed in this Payment Application has been calculated in accordance with Section 1.2 [Obligation to make SC1 Substantial Completion Payment] of Schedule 10 and other relevant provisions of the Agreement;
- (iii) all of the Principal Contractors and Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;
- (iv) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
- (v) Project Co is entitled to payment in the amount requested;
- (vi) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
- (vii) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
- (viii) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

4. Attached hereto are working papers clearly setting forth the derivation of the amounts set out herein in accordance with all applicable calculations specified or referred to in Section 1.2 [Obligation to make SC1 Substantial Completion Payment] of Schedule 10 (including, if applicable, an estimate of the costs for remedying any SC1 Final Deficiency List Deficiency in respect of which the SC1

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Deficiency Agreed Remedy Cost has not previously been agreed by the Province and Project Co in accordance with the Dispute Resolution Procedure).

5. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
6. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.
7. Attached hereto is the Certificate of Substantial Completion for the Primary Infrastructure Components, duly completed and executed by the Independent Certifier.
8. Attached hereto is a copy of the SC1 Final Deficiency List, which list has been certified by the Independent Certifier, in accordance with Section 6.5(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

Attachment A

[NTD: list any exceptions to representations and warranties]

FORM 10C: SC1A WITHHOLDING AMOUNT PAYMENT APPLICATION
[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section 1.3 [Obligation to pay SC1a Withholding Amount] of Schedule 10 to the Agreement for SC1a Withholding Amount

1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 1.3(b) of Schedule 10 for payment of the SC1a Withholding Amount. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

Calculation of SC1a Withholding Amount

2. Project Co hereby applies for payment in the amount of \$●, being the SC1a Withholding Amount of \$30,000,000, less an amount of \$● representing the amount that the Province is entitled to retain pursuant to Section 1.3(f) of Schedule 10, calculated as follows:

SC1a Withholding Amount: \$30,000,000

less: the SC2 Deficiency Holdback: \$●

Net amount payable in respect of the Province’s obligation to pay the SC1a Withholding Amount pursuant to Section 1.3 [Obligation to pay SC1a Withholding Amount] of Schedule 10: \$●

Representations and Warranties

3. As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:
- (i) Substantial Completion has been achieved in respect of the Completion Components;
 - (ii) the amount claimed in this Payment Application has been calculated in accordance with Section 1.3(a) [Obligation to pay SC1a Withholding Amount] of Schedule 10 and other relevant provisions of the Agreement;
 - (iii) all of the Principal Contractors and Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permit by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;
 - (iv) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
 - (v) Project Co is entitled to payment in the amount requested;
 - (vi) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
 - (vii) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
 - (viii) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

4. Attached hereto are working papers clearly setting forth the derivation of the amounts set out herein in accordance with all applicable calculations specified or referred to in Section 1.3 [Obligation to pay SC1a Withholding Amount] of Schedule 10 (including, if applicable, an estimate of the costs for remedying any SC2 Final Deficiency List Deficiency in respect of which the SC2 Deficiency Agreed Remedy Cost has not previously been agreed by the Province and Project Co in accordance with the Dispute Resolution Procedure).
5. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
6. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances

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and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.

7. Attached hereto is the Certificate of Substantial Completion for the Completion Components, duly completed and executed by the Independent Certifier.
8. Attached hereto is a copy of the SC2 Final Deficiency List, which list has been certified by the Independent Certifier, in accordance with Section 6.5(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By:

Name:

Title: Project Co Representative

Attachment A

[NTD: list any exceptions to representations and warranties]

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FORM 10D: SC1b WITHHOLDING AMOUNT PAYMENT APPLICATION

[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section 1.4 [Obligation to pay SC1b Withholding Amount] of Schedule 10 to the Agreement for SC1b Withholding Amount

1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 1.4(b) of Schedule 10 for payment of the SC1b Withholding Amount. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

Calculation of SC1b Withholding Amount

2. Project Co hereby applies for payment in the amount of \$●, being the SC1b Withholding Payment of \$50,000,000, less an amount of \$● representing the amount that the Province is entitled to retain pursuant to Section 1.4(f), calculated as follows:

SC1b Withholding Amount: \$50,000,000

less: the SC3 Deficiency Holdback: \$●

less: the Fish Habitat Off-Setting Warranty Holdback: \$500,000

Net amount payable in respect of the Province’s obligation to pay the SC1b Withholding Amount pursuant to Section 1.4 [Obligation to pay SC1b Withholding Amount] of Schedule 10: \$●

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Representations and Warranties

3. As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:
- (i) Substantial Completion has been achieved in respect of the Bridge Demolition;
 - (ii) the amount claimed in this Payment Application has been calculated in accordance with Section 1.4 [Obligation to pay SC1b Withholding Amount] of Schedule 10 and other relevant provisions of the Agreement;
 - (iii) all of the Principal Contractors and Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;
 - (iv) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
 - (v) Project Co is entitled to payment in the amount requested;
 - (vi) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
 - (vii) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
 - (viii) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

4. Attached hereto are working papers clearly setting forth the derivation of the amounts set out herein in accordance with all applicable calculations specified or referred to in Section 1.4 [Obligation to pay SC1b Withholding Amount] of Schedule 10 (including, if applicable, an estimate of the costs for remedying any SC3 Final Deficiency List Deficiency in respect of which the SC3 Deficiency Agreed Remedy Cost has not previously been agreed by the Province and Project Co in accordance with the Dispute Resolution Procedure).
5. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
6. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances

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and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.

7. Attached hereto is the Certificate of Substantial Completion for the Bridge Demolition, duly completed and executed by the Independent Certifier.
8. Attached hereto is a copy of the SC3 Final Deficiency List, which list has been certified by the Independent Certifier, in accordance with Section 6.5(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

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Attachment A

[NTD: list any exceptions to representations and warranties]

**FORM 10E: DEFICIENCY HOLDBACK PAYMENT APPLICATION
[TO BE PRINTED ON PROJECT CO LETTERHEAD]**

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application for amount retained by the Province for the [SC1/SC2/SC3] [inapplicable language to be deleted] Deficiency Holdback under Section 3.1(c) of Schedule 5 of the Agreement for the month ending • (the “**Relevant Period**”).

1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 3.1(c) of Schedule 5 for payment of an amount retained by the Province for the [SC1 Deficiency Holdback in respect of any SC1 Final Deficiency List Deficiencies/ SC2 Deficiency Holdback in respect of any SC2 Final Deficiency List Deficiencies/ SC3 Deficiency Holdback in respect of any SC3 Final Deficiency List Deficiencies] [inapplicable language to be deleted]. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

2. Project Co hereby applies for

[payment in the amount of \$• retained by the Province for the SC1 Deficiency Holdback in respect of any SC1 Final Deficiency List Deficiencies, being the amount in respect of those SC1 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[payment in the amount of \$• retained by the Province for the SC2 Deficiency Holdback in respect of any SC2 Final Deficiency List Deficiencies, being the amount in respect of those SC2 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

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[payment in the amount of \$• retained by the Province for the SC3 Deficiency Holdback in respect of any SC3 Final Deficiency List Deficiencies, being the amount in respect of those SC3 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[reduction in the amount of the Letter of Credit provided by Project Co in replacement of the SC1 Deficiency Holdback in respect of any SC1 Final Deficiency List Deficiencies by \$•, being the amount in respect of those SC1 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[reduction in the amount of any Letter of Credit provided by Project Co in replacement of the SC2 Deficiency Holdback in respect of any SC2 Final Deficiency List Deficiencies by \$•, being the amount in respect of those SC2 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[reduction in the amount of any Letter of Credit provided by Project Co in replacement of the SC3 Deficiency Holdback in respect of any SC3 Final Deficiency List Deficiencies by \$•, being the amount in respect of those SC3 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[return of the Letter of Credit provided by Project Co in replacement of the SC1 Deficiency Holdback in respect of any SC1 Final Deficiency List Deficiencies, in respect of those SC1 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[return of the Letter of Credit provided by Project Co in replacement of the SC2 Deficiency Holdback in respect of any SC2 Final Deficiency List Deficiencies, in respect of those SC2 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[return of the Letter of Credit provided by Project Co in replacement of the SC3 Deficiency Holdback in respect of any SC3 Final Deficiency List Deficiencies, in respect of those SC3 Final Deficiency List Deficiencies that have been remedied to the satisfaction of the Province during the Relevant Period]

[NTD: inapplicable language to be deleted]

Representations and Warranties

3. As of the date hereof but subject to any exceptions which are set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:
 - (i) this Payment Application relates to the [SC1/SC2/SC3] [inapplicable language to be deleted] Final Deficiency List Deficiencies (each a “Resolved Deficiency”) described in the table below, in respect of which:

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- (A) the amount(s), as indicated in the table below, were **[withheld from the SC1 Substantial Completion Payment Amount/SC1a Withholding Amount/SC1b Withholding Amount] [replaced by a Letter of Credit] [NTD: inapplicable language to be deleted]**; and
- (B) the Province’s Representative has confirmed by his or her initials on the attached **[SC1/SC2/SC3] [NTD: inapplicable language to be deleted]** Final Deficiency List have been satisfactorily completed during the Relevant Period;

Resolved Deficiency	Amount in respect of Resolved Deficiency

- (ii) the amount which is the subject of this Payment Application has been calculated in accordance with the requirements of Section 3.1 [Deficiency Holdbacks] of Schedule 5 and other relevant provisions of the Agreement and Project Co is entitled to

[payment in the amount requested]

[reduction in the amount of the Letter of Credit provided by Project Co in replacement of the [SC1/SC2/SC3] Deficiency Holdback in respect of any [SC1/SC2/SC3] Final Deficiency List Deficiencies by the amount requested]

[return of the Letter of Credit provided by Project Co in replacement of the [SC1/SC2/SC3] Deficiency Holdback in respect of any [SC1/SC2/SC3] Final Deficiency List Deficiencies];

[NTD: inapplicable language to be deleted]

- (iii) the quality of the Project Work undertaken by Project Co in respect of the Resolved Deficiencies is in accordance with Project Co’s obligations under the Agreement;
- (iv) all of the Principal Contractors and Subcontractors have been paid in full up to the last Progress Payment received by Project Co, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia), if applicable;

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- (v) except to the extent communication by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
- (vi) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
- (vii) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
- (viii) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

- 4. Attached hereto is a copy of the [SC1/SC2/SC3] Final Deficiency List, which has been initialled by the Province's Representative to confirm which [SC1/SC2/SC3] Final Deficiency List Deficiencies have been satisfactorily completed during the Relevant Period. **[NTD: inapplicable language to be deleted]**
- 5. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
- 6. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

Attachment A

[NTD: list any exceptions to representations and warranties]

FORM 10F: WARRANTY HOLDBACK PAYMENT APPLICATION

[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section 3.2(c) of Schedule 5 to the Agreement for payment of the Warranty Holdback

1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 3.2 [Warranty Holdback] of Schedule 5 for payment of the Warranty Holdback. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

2. Project Co hereby applies for:

[payment in the amount of \$• , being the amount of the Warranty Holdback, or the portion thereof not replaced by a Letter of Credit, less any amounts applied therefrom by the Province in accordance with Sections 2.3(c) and/or Section 2.3(d) of Schedule 5 to the Agreement]

[return of the Letter of Credit provided by Project Co in replacement of all or any portion of the Warranty Holdback]

[NTD: inapplicable language to be deleted].

Representations and Warranties

3. As of the date hereof (being a date following the expiry of the General Project Work Defect Warranty Period) but subject to any exceptions which are set out in Attachment A hereto, and as to the payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance

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on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:

- (i) the amount which is the subject of this Payment Application has been calculated in accordance with the requirements of Section 3.2(a) of Schedule 5 and other relevant provisions of the Agreement;
- (ii) Project Co is entitled to **[payment in the amount requested] [return of the Warranty Holdback Letter of Credit]; [NTD: inapplicable language to be deleted]**
- (iii) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
- (iv) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
- (v) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
- (vi) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

- 4. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
- 5. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

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Execution*

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Attachment A

[NTD: list any exceptions to representations and warranties]

**FORM 10G: FISH HABITAT OFF-SETTING WARRANTY HOLDBACK PAYMENT
APPLICATION**

[TO BE PRINTED ON PROJECT CO LETTERHEAD]

[Date]

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

Attention: •

Facsimile No.: •

Dear Sirs and Mesdames:

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section 3.3(c) of Schedule 5 to the Agreement for payment of the Fish Habitat Off-Setting Warranty Holdback

1. This letter, including the documentation attached hereto, constitutes the Payment Application pursuant to Section 3.3 [Fish Habitat Off-Setting Warranty Holdback] of Schedule 5 for payment of the Fish Habitat Off-Setting Warranty Holdback. Capitalized terms used and not defined in this Payment Application have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

2. Project Co hereby applies for:

[payment in the amount of \$• , being the amount of the Fish Habitat Off-Setting Warranty Holdback, or the portion thereof not replaced by a Letter of Credit, less any amounts applied therefrom by the Province in accordance with Sections 2.3(c) and/or Section 2.3(d) of Schedule 5 to the Agreement]

[return of the Letter of Credit provided by Project Co in replacement of all or any portion of the Fish Habitat Off-Setting Warranty Holdback]

[NTD: inapplicable language to be deleted].

Representations and Warranties

3. As of the date hereof (being a date following the expiry of the Fish Habitat Off-Setting Warranty Period) but subject to any exceptions which are set out in Attachment A hereto, and as to the

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payment of Subcontractors as described in paragraph (iv) below, partly or wholly in reliance on statutory declarations of others, Project Co hereby represents, warrants and certifies to the Province that:

- (i) the amount which is the subject of this Payment Application has been calculated in accordance with the requirements of Section 3.3(a) of Schedule 5 and other relevant provisions of the Agreement;
- (ii) Project Co is entitled to **[payment in the amount requested] [return of the Fish Habitat Off-Setting Warranty Holdback Letter of Credit]; [NTD: inapplicable language to be deleted]**
- (iii) except to the extent communicated by Project Co to the Province in writing, no Adverse Claim exists with respect to or as a result of or in relation to the Project Work;
- (iv) no Project Co Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
- (v) there has not been any material adverse change in Project Co's ability to perform its obligations under the Agreement; and
- (vi) to the best of Project Co's knowledge, there has not been any materially adverse change in any Principal Contractor's or Subcontractor's ability to perform its obligations under the applicable Principal Contract or Subcontract.

Attachments

- 4. Attached hereto is a statutory declaration in the form attached at Appendix E, Form 10H [Form of Statutory Declaration] of Schedule 10 which confirms compliance by Project Co with the *Builders Lien Act*.
- 5. Attached hereto is the letter from the Workers' Compensation Board which confirms that Project Co is in good standing with the Workers' Compensation Board and that all required remittances and assessments required by the WCA have been made to a date which is no more than three Business Days prior to the date of this Payment Application.

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

EXECUTED AND DELIVERED as of the date first written above.

PROJECT CO:

Fraser Crossing Project Corporation

By: _____

Name:

Title: Project Co Representative

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Attachment A

[NTD: list any exceptions to representations and warranties]

**FORM 10H: STATUTORY DECLARATION IN SUPPORT OF
PAYMENT APPLICATION**

Re: Project Agreement dated as of the Effective Date (as amended, modified, supplemented and restated from time to time, the “**Agreement**”) among Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”), BC Transportation Financing Authority and Fraser Crossing Project Corporation (“**Project Co**”)

And Re: Payment Application under Section • [•] of Schedule 10 to the Agreement for • [describe relevant payment]

Capitalized terms used and not defined herein shall have the meanings given to them in the Agreement and references to Sections and Schedules are to Sections of and Schedules to the Agreement.

I solemnly declare that, as of the date of this statutory declaration, I am • [senior officer] of Project Co, and as such have authority to bind Project Co and have personal knowledge of the fact that, or have relied on one or more statutory declarations of others to establish that:

1. All of the Principal Contractors and Subcontractors have been paid in full up to the payment of the last Progress Payment in accordance with Section 1.1 of Schedule 10 to the Agreement, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and Subcontracts and the *Builders Lien Act* (British Columbia).
2. Project Co is in full compliance with the *Builders Lien Act* (British Columbia) and the WCA.
3. All accounts for labour, services, materials, equipment and overhead which have been incurred directly by Project Co in the performance of the Project Work pursuant to the Agreement, have been paid in full up to and including the payment of the last Progress Payment in accordance with Section 1.1 of Schedule 10 to the Agreement.

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

DECLARED BEFORE ME)
at Vancouver, British Columbia,)
on this ___ day of _____, in the year _____.)
)
) _____)
) _____)
A Commissioner for taking Affidavits for British) Name:
Columbia) Title:

**APPENDIX F
PROGRESS MEASUREMENT PRINCIPLES**

Cost Items

- All Cost Items other than Specified Cost Items are identified in Column B of Table F-1 as set out below.
- All Specified Cost Items are identified in Column B of Table F-2 as set out below.

Descriptions

- Column C of each of Tables F-1 and F-2 set out below provides a summary description of the work included within each Cost Item. It is not intended that such description be a comprehensive and exhaustive statement of the Project Work to be carried out by Project Co nor that such description describes the means or methods to be used by Project Co in undertaking the Project Work or any part thereof.
- For certainty, any element of Project Work not referred to expressly in any such description in column C of each of Tables F-1 and F-2 set out below, shall be deemed to be included in the relevant Cost Item.
- If the parties disagree as to which Cost Item includes a particular element of Project Work not referred to expressly in any such Cost Item description, then the determination of the Independent Engineer shall be final and binding on the parties.

Progress Measurement

- Column D of each of Tables F-1 and F-2 set out below sets out the principles that shall be used by Project Co, the Province and the Independent Engineer to calculate total progress (calculated as a percentage) made by Project Co toward completion of a Cost Item for the purpose of determining the Relevant Completion Percentage for that Cost Item for each Payment Period. The Statement of Progress included in the Draw Request in respect of each Payment Period, to be submitted by Project Co in accordance with Section 9.1 [Draw Requests for Progress Payments] of Schedule 10, shall be completed in accordance with these principles.
- Specified Cost Items shall be considered to be 100% complete based on the principles included in Column D of Table F-2. Prior to 100% completion of a Specified Cost Item, the total progress of that Specified Cost Item shall be deemed to be 0%.
- If the Province, acting reasonably, determines that any particular progress measurement rule set out in Table F-1 or Table F-2 below for determining the progress made by Project Co toward completion of a Cost Item results in an inaccurate calculation of Project Co's actual progress in that regard, then the Province may revise such progress measurement rule.
- Any partial Payment Period shall be considered to be a complete Payment Period when calculating the total number of Payment Periods.

Cost Item Amount

- Column E of each of Tables F1 and F2 set out below sets out the Cost Item Amount allocated to each Cost Item.
- The aggregate of all Cost Item Amounts shall in no event exceed the Contract Price.

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TABLE F-1 COST ITEMS (excluding Specified Cost Items)

	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
1. Financing Costs				
1.1	financing costs	Financing costs means interest payments, commitment fees, standby fees, other fees, and all costs and expenses, and any other amounts, owing from time to time by Project Co to the Senior Lenders under the Senior Lending Agreements. This Cost Item excludes the repayment of any principal amount.	<p>Progress shall be measured as A divided by B where:</p> <p>‘A’ is the lesser of (i) the cumulative financing costs shown to be incurred by Project Co in the Financial Model as at the Effective Date up to and including the relevant Payment Period; and (ii) the actual cumulative financing costs incurred by Project Co up to and including the relevant Payment Period (as evidenced by written evidence provided by the Senior Lenders).</p> <p>‘B’ is the sum of all Senior Debt financing costs shown in the Financial Close Financial Model.</p> <p>Provided that in the Payment Period in which the final Senior Debt principal repayment is made by Project Co (as evidenced by written evidence provided by the Senior Lenders) the progress measurement for this Cost Item shall be 100%.</p>	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
2. Project management and fish habitat off-setting				
2.1.1	project management and special purpose vehicle – bridge construction	Management, supervision and administration of the Project, from Effective Date to SC1 Substantial Completion Date, required to complete the Project Work including special purpose vehicle costs, but excluding financing costs.	<p>In accordance with the following formula: $TP_{(p-1)} + [(100\% - TP_{(p-1)}) / n]$</p> <p>Where:</p> <ul style="list-style-type: none"> - $TP_{(p-1)}$ is the total progress, expressed as a percentage, up to and including the Payment Period that immediately precedes the relevant Payment Period. - n is the number of Payment Periods from (and including) the relevant Payment Period to the SC1 Substantial Completion Target Date. <p>Provided that in the Payment Period during which the SC1 Substantial Completion Date occurs, the progress measurement of this Cost Item shall be 100%.</p>	
2.1.2	project management and special purpose vehicle – bridge demolition	Management, supervision and administration of the Project, from SC1 Substantial Completion Date to SC3 Substantial Completion Date, required to complete the Project Work, including special purpose vehicle costs, but excluding financing costs.	<p>In accordance with the following formula: $TP_{(p-1)} + [(100\% - TP_{(p-1)}) / n]$</p> <p>Where:</p> <ul style="list-style-type: none"> - $TP_{(p-1)}$ is the total progress, expressed as a percentage, up to and including the Payment Period that immediately precedes the relevant Payment Period. - n is the number of Payment Periods from (and including) the relevant Payment Period to the SC3 Substantial Completion Target Date. <p>Provided that in the Payment Period during which the SC3 Substantial Completion Date occurs, the progress measurement of this Cost Item shall be 100%.</p>	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
2.2	fish habitat off-setting	Construction of fish habitat off-setting in accordance with the requirements of the Fisheries Authorizations.	Area of fish habitat off-setting completed, divided by the total area of fish habitat off-setting.	
3. Mobilization				
3.1	mobilization	Commence Design and Construction of the Project.	Total of item 3 Mobilization, paid as follows: <ul style="list-style-type: none"> - as to 60%, in the first Payment Period; - as to 20%, in the third Payment Period; and - as to 20%, in the sixth Payment Period. Considered to be <u>100% complete</u> following the sixth Payment Period.	
4. Design				
4.1	design	Work falling within the definition of Design in Section 1.1 [Definitions and Interpretation] of Schedule 1 but excluding Construction Records.	Breakdown of payment packages to be agreed to by the Province. See below.	
4.1.1	design management	Design management costs during design phase	10% of the total of Item 4 Design paid as equal monthly payments over the scheduled Design period.	
4.1.2	interim design	Interim Design submission	25% of the total of Item 4 Design, divided into Interim Design sub-packages. Interim Design and submission in accordance with Schedule 4.	
4.1.3	final design	Final Design submission	65% of the total of Item 4 Design, divided into Design sub-packages. Final Design and submission in accordance with Schedule 4.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
5. North Approach				
5.1	foundations	A foundation structure shall consist of one or more piles, caissons, and pile caps to create a foundation. A foundation structure shall be complete when ready to install a substructure.	See below.	
5.1.1	piles or caissons	See 5.1 above	See below.	
5.1.1.1	piles or caissons - delivery	Delivery of pile or caissons steelworks, excluding reinforcement	Quantity delivered (in tonnes) to a site in British Columbia <u>divided by</u> total quantity, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7.	
5.1.1.2	piles or caissons - installation	installed piles or caissons	Length of piles or caissons installed <u>divided by</u> total length of piles or caissons to be installed.	
5.1.1.3	piles or caissons - plugs	pile or caissons plugs	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
5.1.2	pile caps	See 5.1 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
5.2	substructure	A substructure shall consist of a column, group of columns, or wall structure that supports the north approach superstructure in any one location, including the abutment structure including any beams, cross-heads, haunches, and any associated appurtenances to complete a substructure. A substructure shall be complete when ready to receive the superstructure.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
5.2.1	columns and abutments	See 5.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
5.2.2	beams or cross-heads	See 5.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
5.3	superstructure	The Cost Items in section 5.3 include all work necessary to span between substructures including but not limited to a solid or framed structure of structural steel, in-situ concrete, or precast concrete. Paving is excluded from section 5.3.	See below.	
5.3.1	deck structural frame fabrication	See 5.3 above. Fabrication and delivery of deck structural frame.	Weight or area of fabrication of the deck structural frame, identified to be part of the Project Infrastructure, delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total weight or area of the deck structural frame.	
5.3.2	deck structural frame erection	See 5.3 above.	Weight or area of the deck structural frame erected and in place <u>divided by</u> the total weight or area of the deck structural frame.	
5.3.3	structural deck slab	See 5.3 above.	Area of the structural deck slab installed with all formwork removed <u>divided by</u> the total area of the structural deck slab.	
5.3.4	overlay	See 5.3 above.	Area of overlay placed <u>divided by</u> the total area of the overlay.	
5.3.5	deck joints	See 5.3 above.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
5.3.5.1	deck joints - delivery	delivery	Number of deck joints delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total number of deck joints.	
5.3.5.2	deck joints – installation	install	Number of deck joints installed <u>divided by</u> the total number of deck joints.	
6. South Approach				
6.1	foundations	A foundation structure shall consist of one or more piles, caissons, and pile caps to create a foundation. A foundation structure shall be complete when ready to install a substructure.	See below.	
6.1.1	piles or caissons	See 6.1 above	Number of piles or caissons installed divided by the total number of piles or caissons to be installed. No progress measurement shall be made for partially installed piles or caissons. A pile or caisson is considered <u>100% complete</u> when the pile or caisson is ready to receive a pile cap. See below.	
6.1.1.1	piles or caissons - delivery	Delivery of pile or caissons steelworks, excluding reinforcement	Quantity delivered (in tonnes) to a site in British Columbia <u>divided by</u> total quantity, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7.	
6.1.1.2	piles or caissons - installation	installed piles or caissons	Length of piles or caissons installed <u>divided by</u> total length of piles or caissons to be installed.	
6.1.1.3	piles or caissons – plugs	pile or caissons plugs	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
6.1.2	pile caps	See 6.1 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
6.2	substructure	A substructure shall consist of a column, group of columns, or wall structure that supports the south approach superstructure in any one location, including the abutment structure including any tie beams, cross-heads, haunches, and any associated appurtenances to complete a substructure. A substructure shall be complete when ready to receive the superstructure.	See below.	
6.2.1	columns and abutments	See 6.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
6.2.2	beams or cross-heads	See 6.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
6.3	superstructure	The Cost Items in section 6.3 include all work necessary to span between substructures including but not limited to a solid or framed structure of structural steel, in-situ-concrete, or precast concrete. Paving is excluded from section 6.3.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
6.3.1	deck structural frame fabrication	See 6.3 above. Fabrication and delivery of deck structural frame.	Weight or area of fabrication of the deck structural frame, identified to be part of the Project Infrastructure, delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12 including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total weight or area of the deck structural frame.	
6.3.2	deck structural frame erection	See 6.3 above.	Weight or area of the deck structural frame erected and in place <u>divided by</u> the total weight or area of the deck structural frame.	
6.3.3	structural deck slab	See 6.3 above.	Area of the structural deck slab installed with all formwork removed <u>divided by</u> the total area of the structural deck slab.	
6.3.4	overlay	See 6.3 above.	Area of overlay placed <u>divided by</u> the total area of the overlay.	
6.3.5	deck joints	See 6.3 above.	See below.	
6.3.5.1	deck joints - delivery	delivery	Number of deck joints delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total number of deck joints.	
6.3.5.2	deck joints - installation	install	Number of deck joints installed <u>divided by</u> the total number of deck joints.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
7. River Crossing				
The river crossing is the bridge structure between the north and south approaches, including the foundations, substructure, and superstructure.				
7.1	back span foundations	The back span foundations are the foundations at either end of the river crossing. A back span foundation structure shall consist of one or more piles, caissons, and pile caps to create a foundation. The back span foundation structure shall be complete when ready to install a substructure.	See below.	
7.1.2	south back span foundations	See 7.1 above	See below.	
7.1.2.1	piles or caissons	See 7.1.2 above	See below.	
7.1.2.1.1	piles or caissons – delivery	Delivery of pile or caissons steelworks, excluding reinforcement	Quantity delivered (in tonnes) to a site in British Columbia <u>divided by</u> total quantity, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7.	
7.1.2.1.2	piles or caissons - installation	installed piles or caissons	Length of piles or caissons installed <u>divided by</u> total length of piles or caissons to be installed.	
7.1.2.1.3	piles or caissons – plugs	pile or caissons plugs	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
7.1.2.2	pile caps	See 7.1.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
7.2	bridge support structure (e.g. tower) foundations	The Cost Items in 7.2 consist of the complete foundation to the structure, or structures, supporting one end, or each end of the main span. This structure could be a pylon, an arch rib structure, a structure consisting of multiple columns or a single column, or other structure necessary to support the main span together with the back spans. The Cost Items in this section 7.2 shall cover all work to complete a foundation structure necessary for and ready to install the bridge support structure described in section 7.4.	See below.	
7.2.4	south structure (e.g. tower) piles or caissons	See 7.2 above.	See below.	
7.2.4.1	south structure (e.g. tower) piles or caissons – delivery	delivery of pile or caissons steelworks, excluding reinforcement	Quantity of steelwork delivered (in tonnes) to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, divided by total quantity.	
7.2.4.2	south structure (e.g. tower) piles or caissons – installation	installed piles or caissons	Length of piles or caissons installed <u>divided by</u> total length of piles or caissons to be installed.	
7.2.4.3	south structure (e.g. tower) piles or caissons – plugs	pile or caissons plugs	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
7.2.6	south structure (e.g. tower) pile cap formwork structure	See 7.2 above.	Considered to be <u>100% complete</u> when the entire south structure pile cap formwork structure is in place and able to receive reinforcement, regardless of whether it is a temporary or permanent structure. Prior to 100% completion the total progress shall be 0%.	
7.2.8	south structure (e.g. tower) pile cap	See 7.2 above.	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed.	
7.3	back span substructure	The Cost Items in 7.3 consist of a column, group of columns, or wall structure that supports the back span superstructure in any one location, including the abutment structure including any beams, cross-heads, haunches, and any associated appurtenances to complete a substructure.	See below.	
7.3.2	south back span substructure	See 7.3 above.	See below.	
7.3.2.1	columns	See 7.3.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed	
7.3.2.2	beams or cross-heads	See 7.3.2 above	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed	
7.4	bridge support structure (tower)	The Cost Items in section 7.4 shall consist of the complete structure or structures supporting one end, or each end of the main span.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
7.4.2	south bridge support structure (tower)	See 7.4 above.	Surface area of concrete in place with formwork removed <u>divided by</u> the total surface area of concrete to complete the structure, or: Weight of steel in place <u>divided by</u> the total weight of steel to complete the structure.	
7.5	bridge deck structure to the back spans and main span	The Cost Items in 7.5 consist of all work necessary to construct the bridge deck structure including, but not limited to, a solid or framed structure of structural steel, in-situ concrete, or precast concrete, which may or may not require a structural deck slab, either of which may be finished with an overlay prior to paving. Paving is not included in this section 7.5.	See below.	
7.5.2	main span deck structural frame fabrication	See 7.5 above.	Weight or area of fabrication of the main span deck structural frame, identified to be part of the Project, delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total weight or area of the main span deck structural frame.	
7.5.3	south back span deck structural frame fabrication	See 7.5 above.	Weight or area of fabrication of the south back span deck structural frame, identified to be part of the Project, delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total weight or area of the south back span deck structural frame.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
7.5.4	bridge deck support, suspension cables or hangers and bearings	See 7.5 above.	See below.	
7.5.4.1	bridge deck support – bearings - delivery	delivery	Number of complete bearing assemblies delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total number of bearing assemblies.	
7.5.4.2	bridge deck support bearings - installation	install	Number of complete bearing assemblies installed, <u>divided by</u> the total number of bearing assemblies to be installed.	
7.5.4.3	bridge deck support – suspension cables or hangers - delivery	delivery	Number of complete cable assemblies or hangers delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total number of cable assemblies or hangers.	
7.5.4.4	bridge deck support – suspension cables or hangers – installation	install	Number of complete cable assemblies or hangers installed, <u>divided by</u> the total number of cable assemblies or hangers.	
7.5.7	main span deck structural frame erection	See 7.5 above.	Weight or area of the main span deck structural frame erected and in place <u>divided by</u> the total weight or area of the main span deck structural frame.	

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7.5.8	south back span deck structural frame erection	See 7.5 above.	Weight or area of the south back span deck structural frame erected and in place <u>divided by</u> the total weight or area of the south back span deck structural frame.	
7.5.9	structural deck slab	See 7.5 above.	Area of the structural deck slab installed with all formwork removed <u>divided by</u> the total area of the structural deck slab.	
7.5.10	overlay	See 7.5 above.	Area of overlay placed <u>divided by</u> the total area of the overlay.	
7.5.11	deck joints	See 7.5 above.	Number of deck joints installed <u>divided by</u> the total number of deck joints. No progress measurement shall be made for partially installed deck joints.	
7.5.11.1	deck joints – delivery	delivery	Number of deck joints delivered to a site within British Columbia, provided that title has passed to the Province in accordance with Section 2.12, including satisfactory testing in accordance with Schedule 7, <u>divided by</u> the total number of deck joints.	
7.5.11.2	deck joints - installation	install	Number of deck joints installed <u>divided by</u> the total number of deck joints.	
8. Bridge and approaches finishing and equipment				
8.1	paving	Paving of the New Fraser River Bridge.	Area of paving complete <u>divided by</u> the total area of paving.	
8.2	road barriers	Road barriers on the New Fraser River Bridge.	Length of road barriers installed <u>divided by</u> total length of the barriers.	
8.3	security and safety fencing	Security and safety fencing on the New Fraser River Bridge.	Length of security and safety fencing installed <u>divided by</u> the total length of the security and safety fencing.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
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8.4	lighting	The Cost Items in 8.4 shall consist of the permanent lighting within and around the New Fraser River Bridge.	See below.	
8.4.1	road lighting	Road lighting including electrical.	Number of road lights installed <u>divided by</u> the total number of road lights installed.	
8.4.2	aircraft warning lights	See 8.4 above.	Number of complete aircraft warning lights installed <u>divided by</u> the total number of aircraft warning lights.	
8.4.3	navigation lighting	See 8.4 above.	Considered to be <u>100% complete</u> when all navigation lighting is installed. Prior to 100% completion the total progress shall be 0%.	
8.4.4	maintenance lighting	See 8.4 above.	Considered to be <u>100% complete</u> when all maintenance lighting is installed. Prior to 100% completion the total progress shall be 0%.	
8.5	drainage	New Fraser River Bridge drainage system.	Method of progress measurement to be agreed to by the Province.	
8.6	signage and pavement markings	Signage and road surface lane markings and directional indicators, road paving reflectors for the New Fraser River Bridge.	Method of progress measurement to be agreed to by the Province.	
8.7	equipment	The Cost Items in 8.7 include the equipment for the New Bridge.	See below.	
8.7.1	maintenance access area	Maintenance access area includes elevators, stairs, doors, railings, lighting.	Number of complete maintenance access areas installed <u>divided by</u> the total number of maintenance access areas to be installed.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
8.7.2	ice removal equipment	See 8.7 above.	Number of complete ice removal equipment units installed <u>divided by</u> the total number of ice removal equipment units to be installed.	
8.7.3	maintenance gantries	See 8.7 above.	Considered to be <u>100% complete</u> when all maintenance gantries are installed. Prior to 100% completion the total progress shall be 0%.	
8.7.4	lightning protection	See 8.7 above.	Considered to be <u>100% complete</u> when all lightening protection is installed. Prior to 100% completion the total progress shall be 0%.	
8.7.5	structural health monitoring system	See 8.7 above.	Method of progress measurement to be agreed to by the Province.	
8.8	third party utility facilities	All third party utility facilities, including but not limited to ductwork, pull pits, manholes, cable trays, and chambers for use by third parties to the New Fraser River Bridge.	Method of progress measurement to be agreed to by the Province.	
9. City of New Westminster				
9.1	roadworks	The Cost Items in 9.1 consist of the work required to construct the roadworks within the City of New Westminster.	See below.	
9.1.1	excavation, fill, drainage	See 9.1 above.	Method of progress measurement to be agreed to by the Province.	
9.1.2	sub-base course and base course	See 9.1 above.	Volume of sub-base course and base course placed <u>divided by</u> the total volume of sub-base course and base course.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
9.1.3	paving	See 9.1 above.	Total area of paving complete <u>divided by</u> the total area of paving. Area is equal to the area of paving multiplied by the number of layers.	
9.1.4	landscaping	Landscaping includes berms, grading, placement of top-soil and hydroseeding, and placement of top-soil.	Landscaping area completed <u>divided by</u> the total area of landscaping.	
9.1.5	soundwalls and noise walls	See 9.1 above.	Method of progress measurement to be agreed to by the Province. (supply and install)	
9.1.6	intelligent traffic systems	See 9.1 above.	Considered to be <u>100% complete</u> when all intelligent traffic systems are installed. Prior to 100% completion the total progress shall be 0%.	
9.1.7	utility relocations	Utility relocations as required within the City of New Westminster to accommodate the Project.	Method of progress measurement to be agreed to by the Province.	
9.1.8	signage and pavement markings	The signage and road surface lane markings and directional indicators, road paving reflectors.	Method of progress measurement to be agreed to by the Province.	
9.2	structures	The Cost Items in 9.2 consist of construction of road overpasses, pedestrian overpasses, replacement bridge decks, and retaining walls including all associated embankments, ramps on fill, paving, drainage, railings, fencing constructed as part of, and associated with the before mentioned structures.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
9.2.1	multi-use path bridges	See 9.2 above.	See below.	
9.2.1.1	multi-use path bridges - foundation	foundations	Number of piles installed <u>divided by</u> the total number of piles to be installed.	
9.2.1.2	multi-use path bridges - substructure	Substructure	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed	
9.2.1.3	multi-use path bridges - superstructure	Superstructure	Method of progress measurement to be agreed to by the Province. (supply and install)	
9.2.2	retaining walls	See 9.2 above.	Retaining wall area completed per wall <u>divided by</u> the total retaining wall area per wall. Each retaining wall to be measured separately.	
9.2.3	Royal Avenue overpass structure	See 9.2 above.	Method of progress measurement to be agreed to by the Province. (foundations, substructure and supply and install superstructure)	
9.2.4	East Columbia exit ramp	See 9.2 above.	Method of progress measurement to be agreed to by the Province. (foundations, substructure and supply and install superstructure)	
10. City of Surrey				
10.1	roadworks	The Cost Items in 10.1 consist of the work required to construct the roadworks within the City of Surrey.	See below.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
10.1.2	excavation, fill, drainage	See 10.1 above.	Method of progress measurement to be agreed to by the Province.	
10.1.3	sub-base course and base course	See 10.1 above.	Volume of sub-base course and base course placed <u>divided by</u> the total volume of sub-base course and base course.	
10.1.4	paving	See 10.1 above.	Area of paving completed <u>divided by</u> the total area of paving. Area is equal to the area of paving multiplied by the number of layers.	
10.1.5	landscaping	Landscaping includes berms, grading, placement of top-soil and hydroseeding, and placement of top-soil.	Area of landscaping completed <u>divided by</u> the total area of landscaping.	
10.1.7	intelligent traffic systems	See 10.1 above.	Considered to be <u>100% complete</u> when all intelligent traffic systems are installed. Prior to 100% completion the total progress shall be 0%.	
10.1.8	utility relocations	Utility relocations as required within the City of Surrey to accommodate the Project.	Method of progress measurement to be agreed to by the Province.	
10.1.9	signage and pavement markings	Signage and road surface lane markings and directional indicators, road paving reflectors.	Method of progress measurement to be agreed to by the Province.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
10.2	structures	The Cost Items in 10.2 consist of the construction of road overpasses, pedestrian overpasses, replacement bridge decks, and retaining walls including all associated embankments, ramps on fill, paving, drainage, railings, fencing constructed as part of, and associated with the before mentioned structures.	See below.	
10.2.1	multi-use path bridges	See 10.2 above.	See below.	
10.2.1.1	multi-use path bridges – foundations	foundations	Number of piles installed <u>divided by</u> the total number of piles to be installed.	
10.2.1.2	multi-use path bridges – substructure	Substructure	Quantity concrete placed <u>divided by</u> total quantity of concrete to be placed	
10.2.1.3	multi-use path bridges - superstructure	Superstructure	Method of progress measurement to be agreed to by the Province. (supply and install)	
10.2.2	retaining walls	See 10.2 above.	Retaining wall area completed per wall <u>divided by</u> the total retaining wall area per wall. Each retaining wall to be measured separately.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
10.2.3	Highway 17 and Old Yale Road Interchange structure	See 10.2 above.	Method of progress measurement to be agreed to by the Province. (foundations, substructure and supply and install superstructure)	
10.2.4	Highway 17 WB Off-Ramp structure	See 10.2 above.	Method of progress measurement to be agreed to by the Province. (foundations, substructure and supply and install superstructure)	
11. Bridge Demolition				
11.1	removal of Existing Pattullo Bridge structural steelwork and deck material	Removal of the structural steelwork with traffic and pedestrian walkway decks, together with any associated mechanical and electrical equipment transported to a yard to be prepared for disposal. In the event that the existing paintwork is to be removed prior to demolition, this work shall be included within this Cost Item.	Method of progress measurement to be agreed to by the Province. Considered to be <u>100% complete</u> when the structural steel and deck material is removed.	
11.2	removal to mudline	Removal of the Existing Pattullo Bridge pier and under water structures with all components transported to a yard to be prepared for disposal	Method of progress measurement to be agreed to by the Province.	
11.3	south approach removal	Removal of the south approach to Existing Pattullo Bridge with all components transported to a yard to be prepared for disposal.	Method of progress measurement to be agreed to by the Province.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
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11.4	north approach removal	Removal of the north approach to the Existing Pattullo Bridge with all components transported to a yard to be prepared for disposal.	Method of progress measurement to be agreed to by the Province.	
11.5	disposal of all components demolished	Disposal of all components of the Existing Pattullo Bridge, including, but not limited to its trestle, north approach and south approach from the yard, including the existing paint removal if required, to those places as set out in the Existing Bridge Demolition Plan.	Method of progress measurement to be agreed to by the Province.	
11.6	landscaping and restoration	The landscaping and restoration of the Project Lands impacted by Bridge Demolition.	Method of progress measurement to be agreed to by the Province.	

TABLE F-2 SPECIFIED COST ITEMS

	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
12. Specified Cost Items				
12.1	Construction Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when endorsed “received” by the Province pursuant to the Review Procedure. Prior to 100% completion the total progress shall be 0%.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
12.2	Design Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.3	Construction Environmental Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.4	Marine and Fisheries Access Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.5	Fish and Fish Habitat Monitoring and Mitigation Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.6	Traffic Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.7	Quality Manual	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.8	Design Quality Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.9	Construction Quality Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
12.10	Traffic Quality Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.11	Environmental Quality Management Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.12	Indigenous Participation Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.13	Project Co Communication Protocol	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.14	Construction Communications and Engagement Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when “accepted” by the Province pursuant to the Consent Procedure. Prior to 100% completion the total progress shall be 0%.	
12.15	Operations and Maintenance Plan	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation].	Considered to be <u>100% complete</u> when endorsed “received” by the Province pursuant to the Review Procedure. Prior to 100% completion the total progress shall be 0%.	
12.16	asset inventory	As described in Part II, Section 2 of Appendix F to Schedule 4 [Design and Construction].	Considered to be <u>100% complete</u> when the requirements described in Part II, Section 2 of Appendix F to Schedule 4 [Design and Construction] are achieved. Prior to 100% completion the total progress shall be 0%.	

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	Cost Item	Description	Progress measurement	Cost Item Amount
A	B	C	D	E
12.17	Construction Records – Primary Infrastructure Components and Completion Components	Construction Records in relation to the Primary Infrastructure Components and the Completion Components.	Considered to be <u>100% complete</u> when all Construction Records are submitted to the Province. Prior to 100% completion the total progress shall be 0%.	
12.18	Construction Records –Bridge Demolition and other	Construction Records in relation to the Bridge Demolition and all other work not included in Cost Item 12.15.	Considered to be <u>100% complete</u> when all Construction Records are submitted to the Province. Prior to 100% completion the total progress shall be 0%.	
12.19	Quality Records	As defined in Section 1.1 of Schedule 1 [Definitions and Interpretation]	Considered to be <u>100% complete</u> when all Quality Records are submitted to the Province. Prior to 100% completion the total progress shall be 0%.	