

THE CITY OF EDMONTON
PROJECT AGREEMENT
VALLEY LINE WEST LRT

Schedule 22
Project Contracts and Collateral Agreements

SCHEDULE 22

PROJECT CONTRACTS AND COLLATERAL AGREEMENTS

1. Project Contracts

1.1 Project Co agreements for the following components of Project Work are considered Project Contracts:

(a) the Construction Contract.

1.2 Project Co shall enter into, and cause each Project Contractor to enter into, a Collateral Agreement in the form attached as Appendix 22A.

APPENDIX 22A

CONSTRUCTION CONTRACTOR COLLATERAL AGREEMENT

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APPENDIX 22A

CONSTRUCTION CONTRACTOR COLLATERAL AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of December, 2020.

AMONG:

[REDACTED], an unincorporated joint venture
formed by [REDACTED] and [REDACTED]
(the “**Project Contractor**”)

AND:

THE CITY OF EDMONTON
 (“**City**”)

AND:

[REDACTED]
 (“**Project Co**”)

WHEREAS:

A. The City and Project Co have entered into an agreement dated as of the 22nd day of December, 2020 (the “**Project Agreement**”) whereby Project Co has agreed to design, build, and finance the Infrastructure (the “**Project**”), all as more particularly described in the Project Agreement;

B. Project Co and the Project Contractor have entered into a construction contract dated as of the 22nd day of December, 2020 (the “**Project Contract**”) whereby the Project Contractor has agreed to design, build, test and commission the Infrastructure and perform the other obligations set out therein; and

C. It is a condition of the Project Contract that the Project Contractor enter into this Agreement with the City and Project Co.

NOW THEREFORE in consideration of the mutual promises and agreements of the Parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement will have the respective meanings given to such terms in the Project Agreement, and:

“**No Suspension Period**” has the meaning set out in Section 2.3(b)(ii);

“**Parties**” means the City, Project Co and the Project Contractor and “**Party**” means any of them;

“**Project**” has the meaning set out in Recital A;

“**Project Agreement**” has the meaning set out in Recital A;

“**Project Contract**” has the meaning set out in Recital B;

“**Project Contractor Suspension Notice**” has the meaning set out in Section 2.3(b)(ii);

“**Proposed Step-in Date**” has the meaning set out in Section 3.1 [*Step-In and Step Out*];

“**Proposed Substitute**” has the meaning set out in Section 4.1 [*Proposed Substitute*];

“**Proposed Transfer Date**” has the meaning set out in Section 4.1 [*Proposed Substitute*];

“**Proposed Transfer Notice**” has the meaning set out in Section 4.1 [*Proposed Substitute*];

“**Step-in Date**” means the date the City delivers the Step-in Undertaking;

“**Step-in Notice**” has the meaning set out in Section 3.1 [*Step-In and Step Out*];

“**Step-in Period**” means the period commencing on the Step-in Date and ending on the earliest of:

- (a) the Step-out Date;
- (b) the Transfer Effective Date; and
- (c) the termination date of the Project Contract as permitted under Section 3.8 [*Effect of Step-In Undertaking*];

“**Step-in Undertaking**” has the meaning set out in Section 3.5 [*Delivery of Step-In Undertaking*];

“**Step-out Date**” has the meaning set out in Section 3.9 [*Step-Out*];

“**Suspension Notice**” has the meaning set out in Section 2.3(a);

“**Termination Notice**” has the meaning set out in Section 2.1 [*Termination Notice*];

“**Transfer Agreement**” has the meaning set out in Section 4.5(b); and

“**Transfer Effective Date**” means the effective date of the Transfer Agreement.

1.2 Construction and Interpretation

Unless otherwise defined in this Agreement or to the extent the context requires, this Agreement will be interpreted according to the provisions set out in Schedule 1 [*Definitions and Interpretation*] to the Project Agreement, except that references in such schedule to Project Co will also be deemed to be references to the Project Contractor.

1.3 Governing Law

This Agreement will be deemed to be made pursuant to the laws of the Province of Alberta and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.

1.4 Attornment

For the purposes of any legal actions or proceedings brought by any Party hereto against the other Party, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta

and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

2. TERMINATION NOTICE AND THE CITY TERMINATION

2.1 Termination Notice

The Project Contractor will not terminate the Project Contract without first giving the City at least 30 days' notice specifying the grounds for such termination (the "**Termination Notice**").

2.2 Survival of Project Contract

Notwithstanding any provision of the Project Contract to the contrary, on termination of the Project Agreement by the City, the Parties agree that the Project Contract will not terminate or expire except in accordance with the terms of this Agreement.

2.3 Suspension Notice

The Project Contractor will not exercise any right it may have under the Project Contract to temporarily suspend its performance thereunder, unless:

- (a) the Project Contractor first delivers a notice (a "**Suspension Notice**") to the City detailing the event that has occurred that entitles it to exercise such right and stating that it intends to exercise such right, together with details of any sums which are due and payable but unpaid by Project Co and of any other material obligations or liabilities which should have been performed or discharged by Project Co under the Project Contract, in each case as at the date of such Suspension Notice; and
- (b)
 - (i) the Project Contractor has confirmed in writing to the City that the Lenders' Agent or a Senior Lender, as applicable, have not agreed to pay the Project Contractor in accordance with the Project Contract for work performed by it during the period commencing on the date (the "**Suspension Date**") when it, but for the provisions of this Section 2.3 [*Suspension Notice*], would have been entitled to suspend its performance under the Project Contract; and
 - (ii) within 5 Business Days of receipt of confirmation from the Project Contractor pursuant to Section 2.3(b)(i), the City has not agreed, by written notice to the Project Contractor (a "**Project Contractor Suspension Notice**"), to pay the Project Contractor in accordance with the Project Contract for work performed by it during the period (the "**No Suspension Period**") commencing on the Suspension Date and ending on the earliest to occur of:
 - (A) the date on which the Lenders' Agent exercises any of its step-in or transfer rights pursuant to and in accordance with, respectively, Section 4 [*Step-In*] or Section 6 [*Senior Lender Replacement of Project Co*] of the Direct Lender Agreement;
 - (B) the date from which the Lenders' Agent or a Senior Lender, as applicable, agree to pay the Project Contractor as contemplated under Section 2.3(b)(i); and
 - (C) the Step-In Date,

except that, if the City provides a Project Contractor Suspension Notice to the Project Contractor and thereafter fails to make payment to the Project Contractor of any undisputed amount payable pursuant to and in accordance with the Project Contract for work performed by the Project Contractor during the No Suspension Period, the No Suspension Period will terminate and the Project Contractor may thereafter exercise any right it may have to temporarily suspend its performance under the Project Contract.

3. STEP-IN AND STEP-OUT

3.1 Step-In Notice

Subject to Section 3.2 [*Lenders' Step-in Rights*], if the City has terminated the Project Agreement in accordance with its terms or if the City has received a Termination Notice, the City may give notice to the Project Contractor (a "**Step-in Notice**") of the intention of the City to issue a Step-in Undertaking on a specified date (the "**Proposed Step-in Date**") provided that such Proposed Step-in Date is:

- (a) no earlier than 5 Business Days and no later than 10 Business Days after termination of the Project Agreement if the Project Agreement was terminated by the City; and
- (b) no earlier than 5 Business Days and no later than 10 Business Days after delivery of the Termination Notice to the City.

3.2 Lenders' Step-in Rights

The City will not issue a Step-In Notice at any time that the Lenders' Agent or a Senior Lender, as applicable, are validly exercising any step-in rights with respect to the Project under:

- (a) the Direct Lender Agreement;
- (b) any Senior Financing Agreement; or
- (c) any direct agreement entered into between the Project Contractor and the Lenders' Agent or a Senior Lender, as applicable, with respect to the Project Contract,

and the running of all notice periods and timelines set out in Section 3.1 [*Step-In Notice*] will be suspended until such time as the Lenders' Agent or a Senior Lender, as applicable, are no longer exercising, or are no longer permitted to exercise, such rights under the Direct Lender Agreement, any Senior Financing Agreement or any such direct agreement. The Project Contractor will provide copies of all relevant notices delivered by it to, or to it by, the Lenders' Agent or a Senior Lender, as applicable, in respect of the exercise of such rights so as to enable the City and the Project Contractor to determine, in accordance with this Section 3.2 [*Lenders' Step-in Rights*] the notice periods and timelines set out in Section 3.1 [*Step-In Notice*].

3.3 Notice of Obligations and Step-In Undertaking

Not less than five Business Days prior to the Proposed Step-in Date, the Project Contractor will give notice to the City of any sums which are due and payable but unpaid by Project Co and of any other material obligations or liabilities, which should have been performed or discharged by Project Co under the Project Contract, in each case, as at the date of the Step-in Notice.

3.4 Update of Obligations

Not less than two Business Days prior to the Proposed Step-in Date, the Project Contractor will give notice to the City of any change in such sums, obligations or liabilities referred to in Section 3.3 [*Notice of Obligations and Step-In Undertaking*].

3.5 Delivery of Step-In Undertaking

On or before the Proposed Step-in Date, the City may deliver to the Project Contractor a written undertaking to the Project Contractor (the “**Step-In Undertaking**”) undertaking to the Project Contractor to:

- (a) pay or procure the payment to the Project Contractor, within 15 Business Days of demand by the Project Contractor, of any sum due and payable or accruing due and payable but unpaid by Project Co to the Project Contractor under the Project Contract before the Step-in Date provided such sums have been notified by the Project Contractor to the City in accordance with Sections 3.3 [*Notice of Obligations and Step-In Undertaking*] and 3.4 [*Update of Obligations*];
- (b) perform or discharge or procure the performance or discharge of any unperformed or undischarged obligations of Project Co under the Project Contract which will have fallen due for performance or discharge before the Step-in Date and which have been notified by the Project Contractor to the City in accordance with Sections 3.3 [*Notice of Obligations and Step-In Undertaking*] and 3.4 [*Update of Obligations*];
- (c) pay or procure the payment of any sum due and payable by Project Co under the Project Contract as a result of either any work or services performed during the Step-in Period or any act or omission occurring during the Step-in Period which arises from any act or omission occurring after the Step-in Date; and
- (d) perform or discharge or procure the performance or discharge of any obligations of Project Co under the Project Contract as a result of any act or omission occurring during the Step-in Period which arises from any act or omission occurring after the Step-in Date.

3.6 Limits on the City’s Liability on Step-In

The City will not be required to assume any liability under a Step-in Undertaking for any outstanding obligations or liabilities of Project Co to the Project Contractor which:

- (a) existed as at the Step-In Date; and
- (b) are not notified to the City pursuant to Sections 3.3 [*Notice of Obligations and Step-In Undertaking*] and 3.4 [*Update of Obligations*].

3.7 Non-Delivery of the Step-In Undertaking

If the City does not deliver the Step-in Undertaking on or before the Proposed Step-in Date, the Step-in Notice will be deemed to have been withdrawn and the rights and obligations of the Parties will be construed as if the Step-in Notice had not been given.

3.8 Effect of Step-In Undertaking

During any Step-in Period, the Project Contractor will continue to observe and perform its duties and obligations under the Project Contract (subject to the terms thereof, including any maximum liability provisions contained therein) and will only be entitled to exercise its rights of termination under the Project Contract:

- (a) by reference to a default under the Project Contract arising during the Step-in Period (other than to the extent that an event described in Section 15.3(a), (b), (c) or (d) of the Project Agreement constitutes such a default) provided that no event of default by Project Co under the Project Agreement will entitle the Project Contractor to exercise such rights of termination during the Step-in Period;

- (b) if the City fails to pay when due any amount owed to the Project Contractor or fails to perform or discharge when falling due for performance or discharge any obligation under the Step-in Undertaking; or
- (c) if such rights of termination arise in circumstances where there is no default under the Project Contract by the Project Contractor.

3.9 Step-Out

The City may, at any time, terminate the Step-in Period by giving the Project Contractor at least 30 days' notice specifying the date on which the Step-in Period will terminate (the "**Step-out Date**").

3.10 Effect of Step-Out

The City will be released from the Step-in Undertaking on the expiry or termination of the Step-in Period, provided that the City has performed and discharged in full or procured the performance and discharge in full of any of the City's obligations under the Step-in Undertaking arising on or before the expiry or termination of the Step-in Period.

3.11 Payment by Project Co

Project Co will pay to the City on demand any due and payable amounts that are not being disputed in good faith and as notified by the Project Contractor to the City pursuant to Sections 3.3 [*Notice of Obligations and Step-In Undertaking*] and 3.4 [*Update of Obligations*] and paid by the City or a Proposed Substitute to the Project Contractor pursuant to this Agreement, and any such amounts will constitute amounts due and payable by Project Co to the City under the Project Agreement, and the City will have all the same rights and remedies under the Project Agreement (including any rights of set-off) in respect of payment or non-payment of any such amounts as the City would have for any payment or non-payment by Project Co of any other amounts that are due and payable by it to the City under the Project Agreement.

4. TRANSFER

4.1 Proposed Substitute

At any time that the City is entitled to give a Step-in Notice pursuant to Section 3.1 [*Step-In Notice*] or at any time during the Step-in Period, the City may give notice (a "**Proposed Transfer Notice**") to the Project Contractor that it wishes itself or another person (a "**Proposed Substitute**") to assume, by way of sale, assignment, transfer or other disposal, the rights and obligations of Project Co under the Project Contract and specifying a date (the "**Proposed Transfer Date**"):

- (a) if the City has terminated the Project Agreement but has not given a Step-in Notice, no later than 15 Business Days after termination of the Project Agreement;
- (b) if the Project Contractor has given a Termination Notice but the City has not given a Step-in Notice, no later than expiry of the Termination Notice; and
- (c) if the City has given a Step-in Notice (whether or not the Step-in Period has commenced), no later than 30 days after the date of the Proposed Transfer Notice.

Subject to Section 3 [*Step-In and Step-Out*], the Project Contractor will not be entitled to terminate the Project Contract during the notice period specified in a Proposed Transfer Notice.

4.2 Consent to Transfer

If the Proposed Transfer Notice specifies the City as the Proposed Substitute, the Project Contractor's consent to the transfer will be deemed to have been given. If the Proposed Substitute is not the City, a

transfer in accordance with a Proposed Transfer Notice will only be effective if the Project Contractor consents to that transfer in writing in accordance with Section 4.3 [*Grant of Consent*] and the City will (as soon as practicable) supply the Project Contractor with the following information:

- (a) the name and registered address of the Proposed Substitute;
- (b) the names of the shareholders in the Proposed Substitute and the share capital owned by each of them;
- (c) the names of the directors of the Proposed Substitute;
- (d) details of the means by which it is proposed to finance the Proposed Substitute (including the extent to which such finance is committed and any conditions precedent as to its availability for drawing); and
- (e) details of the technical competence of the Proposed Substitute and the resources (including contractual arrangements) which are to be available to the Proposed Substitute to enable it to perform its obligations under the Project Contract.

4.3 Grant of Consent

The Project Contractor may withhold or delay consent to a transfer only if the Proposed Substitute is not the City and the City has failed to show to the Project Contractor's satisfaction (acting reasonably) that the Proposed Substitute has:

- (a) the legal capacity, power and authority to become a Party to and perform the obligations of Project Co under the Project Contract; and
- (b) the technical competence and the technical and financial resources to perform the obligations of Project Co under the Project Contract.

Within five Business Days of the receipt of a Proposed Transfer Notice and all information required under Section 4.2 [*Consent to Transfer*], the Project Contractor will notify the City in writing that it has consented to the transfer and if the Project Contractor has not consented, an explanation of its reasons for withholding its consent.

4.4 Consent Withheld

If the Project Contractor withholds its consent to a Proposed Transfer Notice, the City may give one or more subsequent Proposed Transfer Notices, pursuant to the provisions of Section 4.1 [*Proposed Substitute*], containing changed particulars relating to the same Proposed Substitute or particulars relating to another Proposed Substitute which the City reasonably believes would fulfil the requirements of Section 4.3 [*Grant of Consent*], provided that only one Proposed Transfer Notice may be outstanding at any one time, and provided further that:

- (a) if a Step-in-Notice has not been issued, any revised Proposed Transfer Date will be a date falling no later than the date specified in Section 4.1(a) or 4.1(b), as the case may be; and
- (b) if a Step-in Notice has been issued, any revised Proposed Transfer Date will be a date falling no later than the date specified in Section 4.1(c).

4.5 Implementation of Transfer

If the Project Contractor consents or is deemed to have consented to a transfer pursuant to a Proposed Transfer Notice, then on the Proposed Transfer Date:

- (a) the Proposed Substitute will become a Party to the Project Contract in place of Project Co and, thereafter, will be treated as if it was and had always been named as a Party to the Project Contract in place of Project Co; and
- (b) the Project Contractor, Project Co and the Proposed Substitute will enter into a transfer agreement (the “**Transfer Agreement**”) and any other requisite agreements, in form and substance satisfactory to the Project Contractor, acting reasonably, pursuant to which:
 - (i) the Proposed Substitute will be granted all of the rights of Project Co under the Project Contract; and
 - (ii) the Proposed Substitute will assume all of the obligations and liabilities of Project Co under the Project Contract.

The City and the Project Contractor will use reasonable efforts to agree to any amendments to the Project Contract reasonably necessary to reflect the fact that the Project Agreement may have terminated at the time of the Transfer Effective Date.

4.6 Effect of Transfer

On and after the Transfer Effective Date:

- (a) the Project Contractor will owe its obligations under the Project Contract whether arising before, on or after such date, to the Proposed Substitute;
- (b) if the City has entered into a Step-in Undertaking, the City will be released from the Step-in Undertaking, provided that all obligations of the City under the Step-in Undertaking which have accrued up to the Transfer Effective Date have been fully and unconditionally discharged; and
- (c) notwithstanding the terms of the transfer or assignment agreement or the other terms of this Collateral Agreement the Project Contractor (as transferor or assignor) shall not be released from and shall remain responsible and liable to Project Co and the City in respect of all Direct Losses that may be attributable to the Project Contractor under or in relation to the Project Contract or this Collateral Agreement in respect of the period prior to the Transfer Effective Date, subject to the terms of the Project Contract including any maximum liability provisions contained therein.

4.7 Termination After Transfer

After the Transfer Effective Date, the Project Contractor will only be entitled to exercise its rights of termination under the Project Contract:

- (a) in respect of any Termination Event arising after that date in accordance with the Project Contract; or
- (b) if the Proposed Substitute does not discharge the obligations and liabilities referred to in Section 4.5(b)(ii) assumed by it under the Transfer Agreement which relate to matters arising prior to the end of any Step-in Period within 15 Business Days following the Transfer Effective Date.

5. RIGHTS AND OBLIGATIONS UNDER THE PROJECT CONTRACT

5.1 Rights of Termination

If:

- (a) no Step-in Notice or Proposed Transfer Notice is given before a Termination Notice expires or within 15 Business Days after termination of the Project Agreement by the City;
- (b) a Step-in Undertaking is not issued on or before the Proposed Step-in Date;
- (c) the Step-in Notice is withdrawn or, pursuant to Section 3.7 [*Non-Delivery of the Step-In Undertaking*], is deemed to have been withdrawn;
- (d) the Step-in Period ends before the occurrence of the Transfer Effective Date;
- (e) in the absence of a Step-in Undertaking, the Project Contractor reasonably withholds its consent to a transfer pursuant to a Proposed Transfer Notice, in accordance with Section 4.3 [*Grant of Consent*], and does not subsequently grant consent to a transfer in accordance with Section 4.4 [*Consent Withheld*] on or before the Proposed Transfer Date;
- (f) in the absence of a Step-in Undertaking, a Transfer Agreement is not entered into on the Proposed Transfer Date;
- (g) the Project Contractor is entitled to terminate the Project Contract under Section 3.8 [*Effect of Step- In Undertaking*] or 4.7 [*Termination After Transfer*]; or
- (h) the City exercises its right to step-out under Section 3.9 [*Step-Out*], then on the Step-out Date,

the Project Contractor may:

- (i) exercise all of its rights under the Project Contract and act upon any and all grounds for termination available to it in relation to the Project Contract whenever occurring; and
- (j) pursue any and all claims and exercise any and all rights and remedies against Project Co.

5.2 Project Co's Obligations to Continue

Until completion of a transfer pursuant to Section 4.5 [*Implementation of Transfer*], Project Co will continue to be liable for all its obligations and liabilities, whenever occurring, under or arising from the Project Contract notwithstanding:

- (a) the service of a Step-in Notice or the issue of a Step-in Undertaking or the expiry of the Step-in Period or the release of a Step-in Undertaking;
- (b) the service of a Proposed Transfer Notice; or
- (c) any other provision of this Agreement.

6. REVOCATION OF NOTICES

A Termination Notice and a Step-in Notice may each be revoked (in writing to the recipient) by the Party giving them before the expiry of their respective notice periods. Upon any such revocation, the rights and obligations of the Parties will be construed as if the relevant notice had not been given.

7. ASSIGNMENT

7.1 Binding on Successors and Assigns

This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and permitted assigns.

7.2 Restriction on Assignment

No Party will assign or transfer any part of its respective rights or obligations under this Agreement without the prior consent of the others (such consent not to be unreasonably withheld or delayed), provided that:

- (a) the City will be entitled, without the consent of any other Party, to transfer all its rights and obligations hereunder, to any person to whom it assigns or otherwise disposes of the benefit of the Project Agreement in accordance with the Project Agreement; and
- (b) the Project Contractor will assign or transfer all its rights and obligations under, this Agreement to any person to whom it, respectively, assigns, or transfers all its rights and obligations under the Project Contract (in accordance with the terms of the Project Contract and the Project Agreement).

8. GENERAL

8.1 Notices

Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand or transmitted by electronic transmission to the address or electronic mail address or fax number of each Party set out below:

if to the City:

[Redacted address information]

With a copy to:

[Redacted address information]

if to the Project Contractor:

[Redacted address information]

With a copy to:

[REDACTED]

if to Project Co:

[REDACTED]

With a copy to:

[REDACTED]

or to such other address or electronic mail address or fax number as any Party may, from time to time, designate in the manner set out above. Any such notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
- (b) if delivered by electronic mail or facsimile during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day provided that:
 - (i) the receiving Party has, by electronic mail or facsimile or by hand delivery, acknowledged to the notifying Party that it has received such notice; or
 - (ii) within 24 hours after sending the notice, the notifying Party has also delivered a copy of such notice to the receiving Party by hand delivery.

8.2 Entire Agreement

Unless otherwise stated in this Agreement, this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No Party has relied on any representation except as expressly set out in this Agreement.

8.3 Waiver

The failure of any Party to exercise any contractual right or remedy will not constitute a waiver thereof and no waiver will be effective, unless it is communicated in writing to the other Party. A waiver of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

8.4 No Partnership or Agency

Nothing in this Agreement will be construed as creating a partnership or as constituting the Project Contractor as an agent of the City. The Project Contractor will not hold itself out as having any authority or power to bind the City in any way.

8.5 Conflicting Agreements

If there is any conflict or inconsistency between the provisions of this Agreement and the Project Agreement, the provisions of this Agreement will prevail.

8.6 Remedies Cumulative

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

8.7 Counterparts

This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by electronic transmission of a pdf copy shall constitute good delivery.

8.8 Joint and Several

If the Project Contractor is comprised of more than one legal entity, the obligations and liabilities of the Project Contractor under this Agreement will be the obligations and liabilities of each legal entity comprising the Project Contractor, jointly and severally with each other such legal entity.

8.9 Disputes

Any dispute between any of the Parties with respect to any of the subject matters of this Agreement or any disagreement between any of the Parties with respect to any matter that, by the express terms of this Agreement, is to be agreed upon by the Parties will be resolved in accordance with, and the Parties will comply with, the Dispute Resolution Procedure, provided that, for greater certainty, the Parties acknowledge that, during a Step-in Period or after the Transfer Effective Date, any dispute with respect to any of the subject matters of the Project Contract will be resolved in accordance with the applicable dispute resolution procedure thereunder.

8.10 Choice of Language

It is the express wish of the Parties that this document and any related documents be drawn up and executed in English. Les Parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés et signés en anglais.

[signature pages follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

CITY OF EDMONTON

Legally Reviewed and Approved
as to Form:

[REDACTED], Barrister & Solicitor
Legal Services

Approved as to Content:

[REDACTED], Valley Line Director,
LRT Expansion & Renewal

[REDACTED], Branch Manager,
LRT Expansion & Renewal

[REDACTED], Branch Manager,
Corporate Procurement and Supply Services

Per: _____
Name: [REDACTED]
Title: Acting Deputy City Manager,
Integrated Infrastructure Services

[REDACTED] by its general partner, [REDACTED]
[REDACTED]

Per: _____
Name: [REDACTED]
Title: Director

Per: _____
Name: [REDACTED]
Title: Director

I/We have authority to bind the Corporation.

[REDACTED], an
unincorporated joint venture, by its members:

[REDACTED], by its duly
authorized partner, [REDACTED]

Per: _____
Name: [REDACTED]
Title: President and CEO

I have authority to bind the Corporation.

PARSONS INC.

Per: _____
Name: [REDACTED]
Title: Director

I have authority to bind the Corporation.

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