

SETTLEMENT AGREEMENT

BETWEEN

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

and

BC TRANSPORTATION FINANCING AUTHORITY

and

EVERGREEN RAPID TRANSIT HOLDINGS INC.

STRICTLY CONFIDENTIAL

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA** as represented by the Minister of Transportation and
Infrastructure

(the "Province")

AND:

BC TRANSPORTATION FINANCING AUTHORITY

(the "BCTFA")

AND:

EVERGREEN RAPID TRANSIT HOLDINGS INC.

(the "Primary Contractor")

WHEREAS:

- A. The Province, the BCTFA and the Primary Contractor entered into the Project Agreement;
- B. The Primary Contractor has submitted claims to the Province pursuant to the Project Agreement;
and
- C. The parties have resolved certain matters related to disputes and claims pursuant to the Project Agreement.

IN CONSIDERATION OF PAYMENT of the Settlement Amount by the Province to the Primary Contractor, the entering into of the Project Agreement Amending Agreement, the Province's and the BCTFA's waiver of entitlement to certain claims under the Project Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Primary Contractor, the parties agree as follows:

1. Definitions

- 1.1. In this Settlement Agreement,

"Action" means a Claim, notice, Province Change, Supervening Event claim, Other Claim, Third Party Claim, indemnification, and any other action or entitlement of any nature;

"Escrow Agreement" means the agreement attached as Schedule B;

"Maximum Other Claim and Third Party Claim Amount" means \$1.5 million;

“Other Claim” means:

- (a) Province Change No. 44 dated February 3, 2015 for the design and construction of a new 1350 mm diameter culvert and the associated raising of Aberdeen Avenue between Bond Street and Lansdowne Drive, Coquitlam;
- (b) Notification dated November 20, 2015 by the Primary Contractor of a potential Supervening Event related to Stage 3 Watering Restrictions; and
- (c) the Province’s request to increase habitat compensation scope at Hoy Creek in response to which the Primary Contractor issued a report on February 18, 2016;

“Private Finance Release Amount” means \$150 million;

“Project Agreement” means the Design Build Finance Agreement entered into between the Province, the BCTFA and the Primary Contractor on December 11, 2012 in relation to the design and construction of the Project;

“Project Agreement Amending Agreement” means the agreement attached as Schedule A;

“Releasees” mean the Province, the BCTFA, Partnerships BC, and all elected representatives, officials, officers, directors, employees, administrators, servants, agents, statutory agents, insurers, contractors, sub-contractors, consultants, sub-consultants, successors and assigns of the Province;

“Settlement Agreement” means this agreement and the attached Schedules;

“Settlement Amount” means:

- (a) \$13.5 million;
- (b) the Private Finance Release Amount; and
- (c) the Maximum Other Claim and Third Party Claim Amount;

“Settlement Date” means the date on which this Settlement Agreement takes effect, in accordance with the Escrow Agreement attached as Schedule B;

“Supervening Event Claim” means:

- (a) EGRT’s claim that factual errors in the Project pre-proposal borehole data required a change from a stone column design to a timber piled design for sections 425B, 430, 435 of the Project and caused increased costs;
- (b) EGRT’s claim that factual errors in the Project pre-proposal borehole data, affected tunnel excavation for the Project and caused increased costs;
- (c) EGRT’s claim that the work of the Seismic Peer Review Panel caused delay and increased costs; and
- (d) EGRT’s claim that Canadian Pacific Railway’s flagging and safety requirements caused delay and increased costs;

“Third Party Claim” means a claim asserted against the Primary Contractor or the Province, or both, in respect of construction work performed in relation to the Project by:

- (a) s.22
s.22 and RDH Management Ltd. (carrying on business as Barnet Self Storage) related to management, supervision, and repair to buildings, foundations and ground stability on the property legally described as PID: 003-174-344, Lot “B”, District Lot 238, Group 1, New Westminster District, Plan 62807, except Plans EPP12783 and EPP31173 from approximately autumn 2013 to December 2015;
- (b) Tri-Ley Holdings Ltd. (Inc. No. BC 0158652) and Circuit Frame & Suspension Ltd. (Inc. No. BC0129421) related to damage, including, but not limited to, flooding, sloughing, drainage, building settlement and instability, and external yard repairs on the property legally described as PID: 003-553-078, Lot 1, District Lot 383, Group 1, New Westminster District, Plan 71339, from approximately August 2014 to March 2016; and
- (c) s.22 related to encroachments, restricting access to building, removal of personal property, and non-fulfilment of agreements to assist on or related to property legally described as PID: 002-619-415, Parcel ‘B’ (SD20401E) of Lot 53, except: Parcel ‘A’ (Reference Plan 1829), Block 1, District Lot 202, Group 1, New Westminster District, Plan 55, from approximately January 2014 to February 2016;

“Third Party Release” means the documents attached as Schedule C.

2. Release

- 2.1. The Primary Contractor on behalf of itself and its officers, directors, employees, administrators, Affiliates, which include, but are not limited to, SNC-Lavalin Inc., SNC-Lavalin Evergreen Line Holdings Inc. and SNC-Lavalin Group Inc., the Primary Contractor’s servants, agents, predecessors, successors, assigns, shareholders, consultants, sub-consultants, contractors and subcontractors, which include but are not limited to all Subcontractors, and Affiliates of Sub-Contractors and of SNC-Lavalin Inc., SNC-Lavalin Evergreen Line Holdings Inc. and SNC-Lavalin Group Inc. (collectively the “Releasers”) covenants and agrees that the Releasers will not commence, maintain or assign any Action for any compensation, relief, including any Supervening Event, Private Finance Release Amount, amounts related to the matters described in Section 4, or Excess Income Tax or tax gross ups related in any way to the Settlement Amount, in any court of law or equity or through any arbitration, mediation, Claim, or dispute resolution process, which includes but is not limited to the Dispute Resolution Procedure, in relation to, connected to, or arising out of facts or circumstances that exist or existed up to the Settlement Date, whether known or unknown that are directly or indirectly related to, arise out of, or are in connection to the Project Agreement.

3. Settlement Amount, Payment and Further Agreement

- 3.1. The Province will pay the following amounts to the Primary Contractor:
 - (a) \$13.5 million, exclusive of applicable taxes, in accordance with the terms of the Escrow Agreement;
 - (b) the Private Finance Release Amount, exclusive of applicable taxes, in accordance with the terms of the Escrow Agreement; and

- (c) the Maximum Other Claim and Third Party Claim Amount, exclusive of applicable taxes, in accordance with Sections 3.2 and 3.3.
- 3.2. Subject to Section 3.3, the Province will pay the Primary Contractor the Maximum Other Claim and Third Party Claim Amount for the Other Claims and each of the Third Party Claims upon:
 - (a) the Province's acceptance of all of the work encompassed by the Other Claims being completed in accordance with the terms and conditions of the Project Agreement; and
 - (b) the Primary Contractor's delivery to the Province of fully-executed Third Party Releases, in exactly the form attached as Schedule C, for all of the associated Third Party Claims.
- 3.3. The obligation of the Province to make the payment described in Section 3.2 is limited to the Maximum Other Claim and Third Party Claim Amount.
- 3.4. The work encompassed by the Other Claims is subject to all applicable Parts, Articles, Sections, subsections, paragraphs, and Schedules of the Project Agreement.
- 3.5. If the Settlement Agreement takes effect after April 15, 2016, the parties will enter into a further agreement for the sole purpose of addressing daily interest on the Private Finance Release Amount incurred by the Primary Contractor for the period between April 16, 2016 and the date that the further agreement takes effect.

4. Waiver of Claims by the Province and the BCTFA

- 4.1. The Province waives its entitlement, pursuant to the Project Agreement, to claim the following from the Primary Contractor:
 - (a) Liquidated Damages for the period from July 29, 2016, to November 30, 2016; and
 - (b) reimbursement of the amount of \$500,306.00 (plus GST) that the Province paid to Canadian Pacific Railway, for flagging costs, on April 17, 2015.

5. Primary Contractor's Undertakings

- 5.1. The Primary Contractor agrees and undertakes on behalf of itself and all of the Releasors as follows:
 - (a) not to commence or continue any Action against anyone in connection to or related to the Other Claim, the Supervening Event Claim, the Third Party Claim, or the matters described in Section 4 which may result in an Action against any of the Releasees;
 - (b) if any Action as described in Section 5.1(a) by any Releasor results in an Action against any of the Releasees, then the Primary Contractor agrees and undertakes to indemnify the Releasees and hold them harmless from any and all resulting liability, expenses, costs or other obligations from such Action, including all legal and professional costs and disbursements; and
 - (c) this Settlement Agreement may be treated as a defence to any Action related to or in connection with the subject matter of the Releasors' release as described in Section 2.1 that may be brought, instituted or taken by them, or on their behalf, against the Releasees and will forever be a complete bar to the commencement or prosecution of any Action

against the Releasees, and the Primary Contractor agrees to, and does hereby consent to, the dismissal of any such Action;

- (d) not to assign this Settlement Agreement;
- (e) that the facts in connection with or related to the Other Claim, the Supervening Event Claim, the Third Party Claim, or the matters described in Section 4 in respect of which this Settlement Agreement is made may prove to be other than or different from the facts now known or believed to be true;
- (f) that the Releasors accept and assume the risk of the facts being different and agree that this Settlement Agreement will be in all respects enforceable and not subject to termination, rescission or variation by discovery of any difference in facts; and
- (g) that this Settlement Agreement is not, nor is it to be construed as an admission of liability on the part of the Releasees, and that this is a compromise settlement of Actions in connection with or related to the Other Claim, the Supervening Event Claim, or the Third Party Claim which are disputed.

6. Primary Contractor's Representations and Warranties

6.1. The Primary Contractor unconditionally represents and warrants, on behalf of itself and all of the Releasors that:

- (a) the Primary Contractor has read and understood the Settlement Agreement;
- (b) the Primary Contractor has duly executed this Settlement Agreement of its own free will on behalf of itself and all of the Releasors, and that the execution of this Settlement Agreement fully binds each of the Releasors to all responsibilities and obligations contained in this Settlement Agreement without exception;
- (c) in executing this Settlement Agreement, the Primary Contractor has obtained independent legal counsel, has exercised its own independent judgment and has not been influenced to any extent whatsoever by any representations, statements or conduct of any description whatsoever on the part of the Releasees;
- (d) none of the Releasors are under any legal disability;
- (e) the Primary Contractor has secured the consent or approval of all parties comprising the Releasors to the arrangements set out in this Settlement Agreement and any other party that may be required to consent to the arrangements set out in this Settlement Agreement;
- (f) that the Primary Contractor has inspected the building located on land legally described as PID: 005-024-536, Lot 79; Except Parcel A (Explanatory Plan 53550), District Lot 190, Group 1, New Westminster District Plan 52176 ("Land") and will prepare an engineering report, signed and sealed by a professional engineer, with respect to damage alleged to be caused by the Primary Contractor's Project-related construction activities to that building, and that, should this report determine that compensation is required as a result of that damage, the Primary Contractor will pay the amount of compensation in full to the owner of the Land, Rastad Construction Ltd., within sixty days of the Primary's Contractor's receipt of the engineering report;

- (g) the Primary Contractor has complied and will comply with all of its obligations pursuant to the Senior Lending Agreements, and without limiting the generality of this representation and warranty, will apply 100% of the Private Finance Release Amount to repay Senior Debt;
- (h) all of the Subcontractors have been paid in full up to the last Progress Payment received by the Primary Contractor, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Subcontracts and the *Builders Lien Act*;
- (i) no Adverse Claim exists with respect to or as a result of or in relation to the Work which, in any such case, has either not been paid, discharged, satisfied and, if filed in the Land Title Office, cancelled or not been removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the *Builders Lien Act*;
- (j) no Primary Contractor Default has occurred which has not been either waived in writing by the Province or remedied to the satisfaction of the Province;
- (k) there has not been any material adverse change in the Primary Contractor's ability to perform its obligations under the Project Agreement;
- (l) notwithstanding the payment of the Settlement Amount, Primary Contractor is and remains responsible for providing, performing and carrying out the Work in accordance and in compliance with the Project Agreement;
- (m) the Design and Construction and the quality of the work encompassed by the Other Claims will be done in accordance with the Primary Contractor's obligations under the Project Agreement;
- (n) the Primary Contractor is in compliance with the *Builders Lien Act* and the *Workers Compensation Act*; and
- (o) the Primary Contractor is in compliance with the Workers' Compensation Board.

7. Notice

7.1. All notices, documents or communications required or permitted to be delivered under this Settlement Agreement must be in writing and may be given by delivery by hand, mail, courier, or electronic mail to the party to whom it is to be given as follows:

- (a) if to the Province or BCTFA:

Ministry of Transportation and Infrastructure
5B – 940 Blanshard Street
Victoria, BC V8W 3E6

Attention: The Deputy Minister of Transportation and Infrastructure
Facsimile: (250) 387-6431

With an electronic copy, for information purposes only, to: EGLProvRep@gov.bc.ca

(b) if to the Primary Contractor:

Evergreen Rapid Transit Holdings Inc.
200 - 2700 Production Way
Burnaby, BC V5A 4X1

Attention: Jeff Spruston, P.Eng.
Facsimile: (604) 605-6232

With an electronic copy, for information purposes only, to: Jeff.Spruston@snclavalin.com

provided, however, that a party, or a solicitor for that party, may, by notice in writing to the other, specify another address for service under this Settlement Agreement (which may be the address for that party's solicitor) and, where another address is specified by a party, notice must be delivered to that address in accordance with this Section. Notices will be effective upon (a) receipt when delivered in person or by courier, (b) confirmation of receipt when sent by electronic mail, and (c) the fifth day following mailing.


8. General

- 8.1. It is understood and agreed by each of the parties that the terms of this Settlement Agreement are and will remain strictly confidential between the parties, except as otherwise disclosed to their respective legal counsel, accountants or as otherwise required by law or as may otherwise be required to enforce the terms of this Settlement Agreement.
- 8.2. The parties agree that this Settlement Agreement is governed by and is to be enforced, construed and interpreted in accordance with the laws of the Province of British Columbia. A reference to a statute in this Settlement Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia, unless otherwise stated and includes all amendments to it, the regulations made under it and any enactment passed in substitution therefore or replacement thereof.
- 8.3. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Settlement Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the Agreement or any earlier draft of the same, or against the party benefiting from such terms or provisions.
- 8.4. The Province will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of the Province's Representative.
- 8.5. Capitalized terms used in this Settlement Agreement, unless defined in this Settlement Agreement, have the meanings ascribed to such terms in the Project Agreement, including schedules to the Project Agreement.
- 8.6. The Schedules to this Settlement Agreement are incorporated into and form part of this Settlement Agreement.
- 8.7. Words importing the singular include the plural and *vice versa*.

- 8.8. The headings in this Settlement Agreement are for convenience of reference only, do not constitute a part of this Settlement Agreement, and will not be taken into consideration in the interpretation or construction of the meaning of this Settlement Agreement.
- 8.9. This Settlement Agreement binds the parties and their respective heirs, executors, administrators and successors.
- 8.10. Time is of the essence in this Settlement Agreement, and in any extensions to this Settlement Agreement.
- 8.11. This Settlement Agreement constitutes the entire agreement between the parties with respect to all matters contained in it and supersedes all prior agreements, representations, communications and understandings (both oral and written) between any of the parties with respect to the subject matter of this Settlement Agreement.
- 8.12. The terms of the Escrow Agreement are now fulfilled and this Settlement Agreement takes effect on April 5, 2016 [mm/dd/year].

IN WITNESS WHEREOF the parties have executed this Settlement Agreement


SIGNED on behalf of **HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA** by a duly authorized
representative of the **MINISTER OF
TRANSPORTATION AND
INFRASTRUCTURE**


Authorized Signatory
Ministry of Transportation and Infrastructure

GRANT MAIN, DEPUTY MINISTER
PRINT NAME AND TITLE

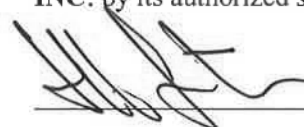

Date Signed: 30 MARCH 2016

**BC TRANSPORTATION FINANCING
AUTHORITY** by its authorized signatory:


GRANT MAIN, CHIEF EXECUTIVE OFFICER
PRINT NAME AND TITLE

Date Signed: 30 MARCH 2016

**EVERGREEN RAPID TRANSIT HOLDINGS
INC.** by its authorized signatories:

 **JEFF SPRUSTON**
PRIMARY CONTRACTOR
REPRESENTATIVE
 **JUSSI JAAKKOLA**
VICE PRESIDENT

Date Signed: 24 MARCH 2016

SCHEDULE A TO THE SETTLEMENT AGREEMENT
PROJECT AGREEMENT AMENDING AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA** as represented by the Minister of Transportation and
Infrastructure

(the "Province")

AND:

BC TRANSPORTATION FINANCING AUTHORITY

(the "BCTFA")

AND:

EVERGREEN RAPID TRANSIT HOLDINGS INC.

(the "Primary Contractor")

WHEREAS:

- A. The parties entered into an agreement on December 11, 2012 (the "Project Agreement");
- B. The parties amended the Project Agreement on September 15, 2015; and
- C. The parties have agreed to amend the Project Agreement as part of a settlement, the terms of which are set out in the Settlement Agreement which takes effect on April 5, 2016 [mm/dd/year].

THE PARTIES AGREE that the Project Agreement is amended by:

- 1. Adding the following Part and Sections after Part 1 and before Part 2:

**"PART 1(A) EFFECT OF PROJECT AGREEMENT AMENDING AGREEMENT
DATED April 5, 2016 [mm/dd/year]**

1(A).1 In this Part, the "Amendment" means the "Project Agreement Amending Agreement";

1(A).2 The Amendment shall not be interpreted or construed as:

- (a) a release or waiver of any of the warranties set out in Part 6 of the Project Agreement; or

- (b) an indication or agreement by the Province and the BCTFA that Substantial Completion has been reached.

1(A).3 The payment of the Private Finance Release Amount or any additional amount provided for in the further agreement described in section 3.5 of the Settlement Agreement will not, under any circumstances, affect the Contract Price. For certainty, the Contract Price remains unchanged by the payment of the Private Finance Release Amount, or any additional amount provided for in the further agreement described in section 3.5 of the Settlement Agreement, or any effect that the payment or additional amount has on any Parts, Articles, Sections, subsections, paragraphs and Schedules of the Project Agreement, whether or not the effect is specified by the Amendment.

1(A).4 All consequential effects to the Project Agreement contemplated by the parties but not identified in the Amendment are intended to take effect, and the parties will enter into further agreements if required to include all consequential effects.

1(A).5 Without limiting the generality of section 1(A).4, all Parts, Articles, Sections, subsections, paragraphs and Schedules of the Project Agreement will be interpreted and construed on the basis that the Primary Contractor applied 100% of the Private Finance Release Amount to repay Senior Debt."

2. Amending "**Schedule 1: Definitions and Interpretation**" as follows:

- (a) adding the following new definition after the definition of "**Privacy Code**":

"**Private Finance Release Amount**" means \$150 million";

- (b) amending the definition of "**Senior Debt Termination Amount**" by removal of "and" at the end of paragraph (e), addition of "; and" at the end of paragraph (f), and addition of new paragraph (g):

"(g) the amount comprising the portion, if any, of the Private Finance Release Amount that the Primary Contractor did not apply to the repayment of Senior Debt."; and

- (c) amending the definition of "**Substantial Completion Payment Amount**" by removal of "and" at the end of paragraph (f), addition of "and" at the end of paragraph (g), and addition of new paragraph (h):

"(h) the Private Finance Release Amount;"

3. Amending "**Schedule 12: Compensation on Termination**" by removing "and" at the end of Section 3.1(b)(ii)(L), adding "and" at the end of Section 3.1(b)(ii)(M), and adding the following as new Section 3.1 (b)(ii)(N):

"(N) the Private Finance Release Amount;"

The parties further agree that:

4. Except as amended by this Agreement and the agreement dated September 15, 2015, the Project Agreement is ratified and confirmed.

5. Time is of the essence of this Agreement and remains of the essence of the Project Agreement as amended by the agreement dated September 15, 2015 and by the Amendment.

This Agreement takes effect on April 5, 2016 [mm/dd/year].

SIGNED on behalf of **HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA** by a duly authorized
representative of the **MINISTER OF
TRANSPORTATION AND
INFRASTRUCTURE**


Authorized Signatory
Ministry of Transportation and Infrastructure

GRANT MAIN, DEPUTY MINISTER
PRINT NAME AND TITLE

Date Signed: 30 MARCH 2016


**BC TRANSPORTATION FINANCING
AUTHORITY** by its authorized signatory:




GRANT MAIN, CHIEF EXECUTIVE OFFICER
PRINT NAME AND TITLE

Date Signed: 30 MARCH 2016

**EVERGREEN RAPID TRANSIT HOLDINGS
INC.** by its authorized signatories:

 **JEFF SPRUSTON**
PRIMARY CONTRACTOR
REPRESENTATIVE

 **JUSSI JAAKKOLA**
VICE PRESIDENT

Date Signed: 24 MARCH 2016

SCHEDULE B TO THE SETTLEMENT AGREEMENT

ESCROW AGREEMENT

1. The Primary Contractor will execute three copies of the Settlement Agreement and of the Project Agreement Amending Agreement and will provide both to the Province, in escrow, in accordance with Section 7 of the Settlement Agreement.
2. The Province and the BCTFA will then:
 - (a) execute the Settlement Agreement and the Project Agreement Amending Agreement;
 - (b) hold both fully-executed agreements undelivered in escrow; and
 - (c) forward the amounts described in paragraphs (a) and (b) of the definition of Settlement Amount, either simultaneously or separately in a timely way, to the Primary Contractor who will hold these amounts until completion of the procedures described in Section 4.
3. Within three business days of the Primary Contractor providing notice to the Province that it has received both of the amounts described in Section 2, the Province will schedule an all-hands conference call so that the parties can confirm that all conditions precedent to the closing of the Settlement Agreement and the Project Agreement Amending Agreement have been satisfied.
4. Upon the confirmation described in Section 3:
 - (a) the Province will insert the date of the conference call at Section 8.12 of the Settlement Agreement, and Recital C and Section 1 of the Project Agreement Amending Agreement;
 - (b) the Province will forward one original of both agreements to the Primary Contractor;
 - (c) the Escrow Agreement terminates; and
 - (d) the Settlement Agreement and the Project Agreement Amending Agreement take effect.
5. If the Primary Contractor does not receive both of the amounts described in Section 2 and does not notify the Province of their non-receipt within ten business days of the Province's and the BCTFA's execution of this Agreement, unless otherwise agreed by the Parties, this Agreement and the Project Agreement Amending Agreement are released from escrow and are of no force and effect.

SCHEDULE C TO THE SETTLEMENT AGREEMENT

THIRD PARTY RELEASE

RELEASE OF CLAIMS

BETWEEN:

s.22

(the "Releasor")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

IN CONSIDERATION of the sum of \$_____ now paid by Evergreen Rapid Transit Holdings Inc. to the Releasor, the receipt and sufficiency of which is acknowledged by the Releasor, the parties agree as follows:

1. In this Release:

"Agreement" means the agreement entered into between the Releasor and the Province on September 18, 2013 pursuant to which the Releasor agreed to grant statutory rights of way;

"BCTFA" means the BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Land" has the meaning given to that term in the Agreement;

"Project" means the activities required to complete the Evergreen Line Rapid Transit Project;

"Releasees" mean Evergreen Rapid Transit Holdings Inc., the Province, the BCTFA, Partnerships BC, and all elected representatives, officials, officers, directors, employees, administrators, servants, agents, statutory agents, insurers, contractors, sub-contractors, consultants, sub-consultants, successors and assigns of the Province;

"Statutory Rights of Way" mean the statutory rights of way granted by the Releasor to the Greater Vancouver Sewage and Drainage District and the City of Port Moody; and

"Subject Matter" means the subject matter of this Release as described in subsection 2(a).

2. The Releasor covenants and agrees that:

(a) he will not commence, maintain or assign any action, suit or proceeding of any kind in any Court of law or equity, nor cause, assist in, acquiesce in or permit his name to be used in

any legal action, of any kind, directly or indirectly against the Releasees, on account of all actions, causes of action, claims, suits, debts, contracts, damages, demands, costs and expenses of every nature and kind, whether known or unknown which he has had, now has or at any time in the future may have in any way resulting or arising from any cause, matter or thing existing up to the present time or in the future directly or indirectly relating to:

- (i) the Agreement and the Statutory Rights of Way;
 - (ii) the compensation to be paid to the Releasor for the Agreement; and
 - (iii) all activities, construction of works or undertakings, trespasses or public or private nuisances engaged in, done, performed, or committed by the Releasees relating to or arising out of the Agreement, the granting of the Statutory Rights of Way, the construction of the Project and the associated works on or in proximity to the Land;
- (b) he will not make any claim or take any proceeding directly or indirectly relating to the Subject Matter against any other person, corporation or entity who might claim contribution or indemnity from the Releasees;
- (c) all claims for compensation which the Releasor may be able to claim under the *Expropriation Act*, the *Transportation Act* or any other legislation of like effect, have been settled between the parties;
- (d) he is the person entitled to receive compensation with respect to the Subject Matter and he has not assigned the right to receive such compensation to any other person; and
- (e) if it is corporation,
- (i) it has been incorporated or registered and it exists under the laws of British Columbia or it has been incorporated and it exists under the laws of Canada, and
 - (ii) it has the corporate power, capacity and authority to enter into this Release and its entry into this Release has been authorized by the necessary corporate proceedings.

3. The Releasor acknowledges and agrees that

- (a) this Release may be treated as a defence to any action or proceeding concerning the Subject Matter that may be brought, instituted or taken by him, or on his behalf, against the Releasees and will forever be a complete bar to the commencement or prosecution of any action or proceeding against the Releasees and the Releasor agrees to, and does hereby consent to, the dismissal of any such action or proceeding;
- (b) he has read this Release and he has received independent legal advice with respect to the execution of this Release and he confirms that he fully knows and understands its contents and he is entering into this Release of his own free will; and
- (c) he received the payment described in the consideration clause of this Release from Evergreen Rapid Transit Holdings Inc.

4. No party will, directly or indirectly, assign this Release or any of the rights contained in this Release to any other person.

5. This Release enures to the benefit of, and is binding on, the parties and their respective heirs, executors, administrators and successors.
6. In this Release, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Release it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
7. This Release will be interpreted according to the laws of the Province of British Columbia.
8. Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Release, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Release are enactments of the Province of British Columbia.
9. Each schedule to this Release is an integral part of this Release as if set out at length in the body of this Release.
10. If the Releasor is comprised of more than one person, all covenants and agreements of the Releasor in this Release will be deemed to be joint and several covenants and agreements of each of those persons.
11. It is understood and agreed that the settlement herein is a compromise of a disputed claim and that the payment to the Releasor is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

IN WITNESS WHEREOF this Release has been executed as of the date indicated below.

SIGNED AND DELIVERED by

s.22

s.22

Date

RELEASE OF CLAIMS

BETWEEN:

TRI-LEY HOLDINGS LTD. (Inc. No. BC0158652) and **CIRCUIT FRAME & SUSPENSION LTD.** (Inc. No. BC0129421)

(the "Releasers")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

IN CONSIDERATION of the sum of \$ _____ now paid by Evergreen Rapid Transit Holdings Inc. to the Releasers, the receipt and sufficiency of which is acknowledged by the Releasers, the parties agree as follows:

1. In this Release:

"BCTFA" means the BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Land" means:

PID: 003-553-078

Lot 1 District Lot 383 Group 1 New Westminster District Plan 71339;

"Project" means means the activities required to complete the Evergreen Line Rapid Transit Project;

"Releasees" mean Evergreen Rapid Transit Holdings Inc., the Province, the BCTFA, Partnerships BC, and all elected representatives, officials, officers, directors, employees, administrators, servants, agents, statutory agents, insurers, contractors, sub-contractors, consultants, sub-consultants, successors and assigns of the Province; and

"Subject Matter" means the subject matter of this Release as described in subsection 2(a).

2. The Releasers covenant and agree that:

- (a) they will not commence, maintain or assign any action, suit or proceeding of any kind in any Court of law or equity, nor cause, assist in, acquiesce in or permit their name to be used in any legal action, of any kind, directly or indirectly against the Releasees, on account of all actions, causes of action, claims, suits, debts, contracts, damages, demands, costs and expenses of every nature and kind, whether known or unknown which they have had, now have or at any time in the future may have in any way resulting or arising from any cause, matter or thing existing up to the present time or in the future directly or indirectly relating

to construction activities undertaken for the Project in the time period between August 2014 and March 2016 on or in proximity to the Land;

- (b) they will not make any claim or take any proceeding directly or indirectly relating to the Subject Matter against any other person, corporation or entity who might claim contribution or indemnity from the Releasees;
- (c) except for a claim for compensation which the Releasors may be able to claim under the *Expropriation Act* pursuant to the section 3 agreement entered into between the parties on December 20, 2012, all claims under the *Transportation Act* or any other legislation of like effect have been settled between the parties;
- (d) they are the persons entitled to receive compensation with respect to the Subject Matter and they have not assigned the right to receive such compensation to any other person; and
- (e) if any of the Releasors is a corporation,
 - (i) it has been incorporated or registered and it exists under the laws of British Columbia or it has been incorporated and it exists under the laws of Canada; and
 - (ii) it has the corporate power, capacity and authority to enter into this Release and its entry into this Release has been authorized by the necessary corporate proceedings.

3. The Releasors acknowledge and agree that:

- (a) this Release may be treated as a defence to any action or proceeding concerning the Subject Matter that may be brought, instituted or taken by them, or on their behalf, against the Releasees and will forever be a complete bar to the commencement or prosecution of any action or proceeding against the Releasees and the Releasors agree to, and do hereby consent to, the dismissal of any such action or proceeding;
- (b) they have read this Release and have received independent legal advice with respect to the execution of this Release and they confirm that they fully know and understand its contents and they are entering into this Release of their own free will; and
- (c) they have received the payment described in the consideration clause of this Release from Evergreen Rapid Transit Holdings Inc.

4. No party will, directly or indirectly, assign this Release or any of the rights contained in this Release to any other person.

5. This Release enures to the benefit of, and is binding on, the parties and their respective heirs, executors, administrators and successors.

6. In this Release, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Release it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

7. This Release will be interpreted according to the laws of the Province of British Columbia.

8. Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Release, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Release are enactments of the Province of British Columbia.
9. Each schedule to this Release is an integral part of this Release as if set out at length in the body of this Release.
10. If the Releasor is comprised of more than one person, all covenants and agreements of the Releasors in this Release will be deemed to be joint and several covenants and agreements of each of those persons.
11. It is understood and agreed that the settlement herein is a compromise of a disputed claim and that the payment to the Releasors is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

IN WITNESS WHEREOF this Release has been executed as of the latest of the dates indicated below.

SIGNED on behalf of **TRI-LEY HOLDINGS LTD.**
by its authorized signatory(ies)

Authorized Signatory

Date

Authorized Signatory

SIGNED on behalf of **CIRCUIT FRAME & SUSPENSION LTD.** by its authorized signatory(ies)

Authorized Signatory

Date

Authorized Signatory

RELEASE OF CLAIMS

BETWEEN:

s.22

(the "Releasors")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

IN CONSIDERATION of the sum of \$_____ now paid by Evergreen Rapid Transit Holdings Inc. to the Releasors, the receipt and sufficiency of which is acknowledged by the Releasors, the parties agree as follows:

1. In this Release:

"BCTFA" means the BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Land" has the meaning given to that term in the Section 3 Agreement;

"Project" means means the activities required to complete the Evergreen Line Rapid Transit Project;

"Releasees" mean Evergreen Rapid Transit Holdings Inc., the Province, the BCTFA, Partnerships BC, and all elected representatives, officials, officers, directors, employees, administrators, servants, agents, statutory agents, insurers, contractors, sub-contractors, consultants, sub-consultants, successors and assigns of the Province;

"Section 3 Agreement" means the agreement made pursuant to the *Expropriation Act*, RSBC 1996, chapter 125 entered into between the parties on July 26, 2011; and

"Subject Matter" means the subject matter of this Release as described in subsection 2(a).

2. The Releasors covenant and agree that:

(a) they will not commence, maintain or assign any action, suit or proceeding of any kind in any Court of law or equity, nor cause, assist in, acquiesce in or permit their name to be used in any legal action, of any kind, directly or indirectly against the Releasees, on account of all actions, causes of action, claims, suits, debts, contracts, damages, demands, costs and expenses of every nature and kind, whether known or unknown which they have had, now

have or at any time in the future may have in any way resulting or arising from any cause, matter or thing existing up to the present time or in the future directly or indirectly relating to:

- (i) the Releasors' transfer or dedication of the Land to the Province pursuant to the Section 3 Agreement;
 - (ii) the compensation to be paid to the Releasors for the transfer or dedication of the Land; and
 - (iii) all activities, construction of works or undertakings, trespasses or public or private nuisances engaged in, done, performed, or committed by the Releasees relating to or arising out of the Section 3 Agreement, the transfer or dedication of the Land, the construction of the Project and the associated works on or in proximity to the Land;
- (b) they will not make any claim or take any proceeding directly or indirectly relating to the Subject Matter against any other person, corporation or entity who might claim contribution or indemnity from the Releasees;
 - (c) all claims for compensation which the Releasors may be able to claim under the *Expropriation Act*, the *Transportation Act* or any other legislation of like effect, have been settled between the parties;
 - (d) they are the persons entitled to receive compensation with respect to the Subject Matter and they have not assigned the right to receive such compensation to any other person; and
 - (e) if any of the Releasors is a corporation,
 - (i) it has been incorporated or registered and it exists under the laws of British Columbia or it has been incorporated and it exists under the laws of Canada, and
 - (ii) it has the corporate power, capacity and authority to enter into this Release and its entry into this Release has been authorized by the necessary corporate proceedings.

3. The Releasors acknowledge and agree that:

- (a) this Release may be treated as a defence to any action or proceeding concerning the Subject Matter that may be brought, instituted or taken by them, or on their behalf, against the Releasees and will forever be a complete bar to the commencement or prosecution of any action or proceeding against the Releasees and the Releasors agree to, and do hereby consent to, the dismissal of any such action or proceeding;
- (b) they have read this Release and they have received independent legal advice with respect to the execution of this Release and they confirm that they fully know and understand its contents and they are entering into this Release of their own free will; and
- (c) they have received the payment described in the consideration clause of this Release from Evergreen Rapid Transit Holdings Inc.

4. No party will, directly or indirectly, assign this Release or any of the rights contained in this Release to any other person.
5. This Release enures to the benefit of, and is binding on, the parties and their respective heirs, executors, administrators and successors.
6. In this Release, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Release it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
7. This Release will be interpreted according to the laws of the Province of British Columbia.
8. Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Release, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Release are enactments of the Province of British Columbia.
9. Each schedule to this Release is an integral part of this Release as if set out at length in the body of this Release.
10. If the Releasor is comprised of more than one person, all covenants and agreements of the Releasors in this Release will be deemed to be joint and several covenants and agreements of each of those persons.
11. It is understood and agreed that the settlement herein is a compromise of a disputed claim and that the payment to the Releasors is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

IN WITNESS WHEREOF this Release has been executed as of the latest of the dates indicated below.

SIGNED AND DELIVERED by
s.22

s.22

Date

SIGNED AND DELIVERED by
s.22

s.22

Date

SIGNED AND DELIVERED by
s.22

s.22

Date

SIGNED AND DELIVERED by
s.22

s.22

Date

SIGNED AND DELIVERED by
s.22

s.22

Date

RELEASE OF CLAIMS

BETWEEN:

s.22

s.22

and RDH MANAGEMENT LTD. (Inc. No. BC0976690)

(the "Releasors")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

IN CONSIDERATION of the sum of \$_____ now paid by Evergreen Rapid Transit Holdings Inc. to the Releasors, the receipt and sufficiency of which is acknowledged by the Releasors, the parties agree as follows:

1. In this Release:

"**BCTFA**" means the BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"**Land**" has the meaning given to that term in the Section 3 Agreement;

"**Project**" means means the activities required to complete the Evergreen Line Rapid Transit Project;

"**Releasees**" mean Evergreen Rapid Transit Holdings Inc., the Province, the BCTFA, Partnerships BC, and all elected representatives, officials, officers, directors, employees, administrators, servants, agents, statutory agents, insurers, contractors, sub-contractors, consultants, sub-consultants, successors and assigns of the Province;

"**Section 3 Agreement**" means the agreement made pursuant to the *Expropriation Act*, RSBC 1996, chapter 125 entered into between the parties on April 11, 2014;

"**Statutory Right of Way**" means the statutory right of way granted by the Releasors pursuant to the Section 3 Agreement; and

"**Subject Matter**" means the subject matter of this Release as described in subsection 2(a).

2. The Releasors covenant and agree that:

- (a) they will not commence, maintain or assign any action, suit or proceeding of any kind in any Court of law or equity, nor cause, assist in, acquiesce in or permit their name to be used in any legal action, of any kind, directly or indirectly against the Releasees, on account of

all actions, causes of action, claims, suits, debts, contracts, damages, demands, costs and expenses of every nature and kind, whether known or unknown which they have had, now have or at any time in the future may have in any way resulting or arising from any cause, matter or thing existing up to the present time or in the future directly or indirectly relating to:

- (i) the Releasors' transfer or dedication of the Land and granting of the Statutory Right of Way to the Province pursuant to the Section 3 Agreement;
 - (ii) the compensation to be paid to the Releasors for the transfer or dedication of the Land and granting of the Statutory Right of Way; and
 - (iii) all activities, construction of works or undertakings, trespasses or public or private nuisances engaged in, done, performed, or committed by the Releasees relating to or arising out of the Section 3 Agreement, the transfer or dedication of the Land, the granting of the Statutory Right of Way, the construction of the Project and the associated works on or in proximity to the Land;
- (b) they will not make any claim or take any proceeding directly or indirectly relating to the Subject Matter against any other person, corporation or entity who might claim contribution or indemnity from the Releasees;
 - (c) all claims for compensation which the Releasors may be able to claim under the *Expropriation Act*, the *Transportation Act* or any other legislation of like effect, have been settled between the parties;
 - (d) they are the persons entitled to receive compensation with respect to the Subject Matter and they have not assigned the right to receive such compensation to any other person; and
 - (e) if any of the Releasors is a corporation,
 - (i) it has been incorporated or registered and it exists under the laws of British Columbia or it has been incorporated and it exists under the laws of Canada, and
 - (ii) it has the corporate power, capacity and authority to enter into this Release and its entry into this Release has been authorized by the necessary corporate proceedings.

3. The Releasors acknowledge and agree that:

- (a) this Release may be treated as a defence to any action or proceeding concerning the Subject Matter that may be brought, instituted or taken by them, or on their behalf, against the Releasees and will forever be a complete bar to the commencement or prosecution of any action or proceeding against the Releasees and the Releasors agree to, and do hereby consent to, the dismissal of any such action or proceeding;
- (b) they have read this Release and they have received independent legal advice with respect to the execution of this Release and they confirm that they fully know and understand its contents and they are entering into this Release of their own free will; and
- (c) they have received the payment described in the consideration clause of this Release from Evergreen Rapid Transit Holdings Inc.

4. No party will, directly or indirectly, assign this Release or any of the rights contained in this Release to any other person.
5. This Release enures to the benefit of, and is binding on, the parties and their respective heirs, executors, administrators and successors.
6. In this Release, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Release it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
7. This Release will be interpreted according to the laws of the Province of British Columbia.
8. Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Release, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Release are enactments of the Province of British Columbia.
9. Each schedule to this Release is an integral part of this Release as if set out at length in the body of this Release.
10. If the Releasor is comprised of more than one person, all covenants and agreements of the Releasors in this Release will be deemed to be joint and several covenants and agreements of each of those persons.
11. It is understood and agreed that the settlement herein is a compromise of a disputed claim and that the payment to the Releasors is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

IN WITNESS WHEREOF this Release has been executed as of the latest of the dates indicated below.

SIGNED AND DELIVERED by
s.22

s.22

Date

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s.22

s.22

Date

SIGNED AND DELIVERED by
s.22

s.22

Date

SIGNED on behalf of **RDH MANAGEMENT LTD.**
by its authorized signatory(ies)

Authorized Signatory

Date

Authorized Signatory