

SCHEDULE 24

INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS

ARTICLE 1 CONSTRUCTION PERIOD INSURANCE COVERAGE

- 1.1 Subject to Article 8, from and after execution of the Project Agreement and, until the Substantial Completion Date, Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, exclusively through the City of Ottawa Construction Insurance Program (COCIP) the following insurances as further described in Appendix A to this Schedule 24:
- (a) “All Risks” Course of Construction Property, including Boiler and Machinery;
 - (b) “Wrap-Up” Commercial General Liability and Non-Owned Automobile Liability;
 - (c) Project Specific Professional Liability; and
 - (d) Project Specific Pollution Liability (combined Contractors’ Pollution Liability and Pollution Legal Liability).
- 1.2 Subject to Article 8, from and after execution of the Project Agreement, until the Substantial Completion Date, Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, the following insurances as further described in Appendix A:
- (a) Automobile Liability;
 - (b) Commercial General Liability and Non-Owned Automobile Liability (to be maintained by the Construction Contractor and each of the Subcontractors involved in the Design and Construction Works) with respect to off-site/Lands operations and activities;
 - (c) Aircraft and Watercraft Liability (if any exposure);
 - (d) “All Risks” Marine Cargo (if any exposure);
 - (e) “All Risks” Contractors’ Equipment;
 - (f) Comprehensive Crime; and
 - (g) WSIB.

ARTICLE 2 MAINTENANCE PERIOD INSURANCE COVERAGE

- 2.1 Subject to Article 8, from and after the Substantial Completion Date and until the Termination Date, in respect of coverage for the Maintenance and Rehabilitation Services during the Maintenance Period Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, the following insurances as further described in Appendix A:
- (a) “All Risks” Property;

- (b) Boiler and Machinery;
- (c) Commercial General Liability and Non-Owned Automobile Liability;
- (d) Automobile Liability; and
- (e) WSIB.

**ARTICLE 3
NO LIMIT ON RECOVERY**

- 3.1 Notwithstanding any other provision of the Project Agreement, it is hereby agreed that the limits of liability specified in this Schedule 24 for insurance policies, whether such policies are required to be obtained (or caused to be obtained) by the City or by Project Co, shall in no way limit Project Co's liability or obligations to the City or the City's liability or obligations to Project Co, as applicable.

**ARTICLE 4
ADDITIONAL COVER**

- 4.1 Without prejudice to the other provisions of this Schedule 24, the City and Project Co shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances which they are required to obtain and maintain, or cause to be obtained and maintained, by Applicable Law, or that they consider necessary.
- 4.2 the City reserves the right to require Project Co to purchase such additional insurance coverage as the City may reasonably require. the City also reserves the right to request such higher or lower limits of insurance or otherwise alter the types of coverage requirements, their minimum amounts and deductibles (taking into consideration such matters as the nature of the Project Operations, contract value, industry standards, and availability of insurance) as the City may reasonably require from time to time. Any additional costs of such additional and/or amended insurance shall be borne by the City and any cost savings resulting from the implementation of such additional and/or amended insurance shall be for the account of the City.

**ARTICLE 5
RESPONSIBILITY FOR DEDUCTIBLES**

- 5.1 The Party responsible for the matter giving rise to a claim, to the extent responsible therefor, shall be responsible and liable for the payment of deductibles under any policy of insurance under which it is an insured party or under any policy of insurance Project Co is required to maintain (or cause to be maintained) under this Schedule 24. In the event that responsibility for the matter giving rise to the claim is indeterminable, the First Named Insured under the policy of insurance is responsible and liable for the payment of deductibles.

**ARTICLE 6
COOPERATION WITH INSURER'S CONSULTANT**

- 6.1 If an insurer or an insurer's appointed consultant, for underwriting purposes or as a term of an insurance policy, needs to review any part of the performance of the Project Agreement, then the City and Project Co shall, and shall require the City Parties and the Project Co Parties to:

- (a) cooperate with the insurer and its consultant, including providing them with such information and documentation as they may reasonably require; and
- (b) allow the insurer and its consultant to attend meetings between Project Co and the City (or, as applicable, and if reasonably required by the insurer, between Project Co and those engaged by or through Project Co).

ARTICLE 7 BENCHMARKING OF INSURANCE COSTS

7.1 For purposes of this Article 7, the following terms shall have the following meanings:

- (a) **“Actual Relevant Insurance Cost”** means the aggregate of (i) the annual insurance premiums reasonably incurred by Project Co to maintain (or cause to be maintained) the Relevant Insurance at the Relevant Insurance Inception Date and during the Insurance Review Period, but excluding Taxes and all broker’s fees and commissions.
- (b) **“Adjusted Base Relevant Insurance Cost”** means, if the Actual Relevant Insurance Cost exceeds the Base Relevant Insurance Cost for a given Insurance Review Period, an amount, based on the Joint Insurance Cost report, that represents the Base Relevant Insurance Cost as adjusted to take into consideration any portion of the difference between the Actual Relevant Insurance Cost and the Base Relevant Insurance Cost that is attributable solely to Project Co having underpriced the Base Relevant Insurance Cost in Project Co's proposal in response to the Request for Proposals. For greater certainty, the Base Relevant Insurance Cost will be increased by any amount by which Project Co underpriced the Base Relevant Insurance Cost for the given Insurance Review Period.
- (c) **“Base Relevant Insurance Cost”** means the aggregate of the annual insurance premiums which were projected (as set out in the Financial Model) to be incurred by Project Co to maintain (or cause to be maintained) the Relevant Insurance during the Insurance Review Period, which amounts exclude Taxes and all broker’s fees and commissions.
- (d) **“Insurance Cost Differential”** means an amount, based on the Joint Insurance Cost Report, equal to $(ARIC - ABRIC) \pm PIC$ where:

ARIC is the Actual Relevant Insurance Cost;

ABRIC is the Adjusted Base Relevant Insurance Cost; and

PIC is any Project Insurance Change.

For the purpose of determining the Insurance Cost Differential, in the event that there is a net increase in the ARIC relative to the ABRIC, the Project Insurance Change shall have a negative value and, in the event that there is a net decrease in the ARIC relative to the ABRIC, the Project Insurance Change shall have a positive value.

- (e) **“Insurance Review Date”** means the Relevant Insurance Inception Date and thereafter each anniversary of the Relevant Insurance Inception Date, except where such date lies beyond the end of the Project Term, in which case the Insurance Review Date shall be the last renewal date of the Relevant Insurance prior to the Expiry Date.

- (f) “**Insurance Review Period**” means a one year period from the Relevant Insurance Inception Date and each subsequent one year period commencing on the Relevant Insurance Inception Date, except where the end of such period lies beyond the end of the Project Term, in which case the Insurance Review Period shall be the period from the end of the penultimate Insurance Review Period to the last day of the Project Term.
- (g) “**Project Insurance Change**” means any net increase or net decrease in the Actual Relevant Insurance Cost relative to the Base Relevant Insurance Cost, arising from:
 - (i) other than in respect of claims or re-ratings arising out of acts or omissions of the City, an City Party, an Operator or a System User, the claims history or re-rating of Project Co or any Project Co Party;
 - (ii) the effect of any change in deductible unless:
 - (1) such change is attributable to circumstances generally prevailing in the worldwide insurance market; and
 - (2) in respect of the Relevant Insurance, such change is not attributable to claims made as the result of acts or omissions of Project Co or any Project Co Party; and
 - (iii) any other issue or factor other than circumstances generally prevailing in the worldwide insurance market.

For greater certainty, any amount by which Project Co underpriced the Base Relevant Insurance Cost in its proposal in response to the Request for Proposals shall not be considered a Project Insurance Change.

- (h) “**Relevant Insurance**” means all policies of insurance to be obtained (or caused to be obtained) by Project Co in accordance with Article 2.
- (i) “**Relevant Insurance Inception Date**” means the date on which the Relevant Insurance is first providing active insurance cover to Project Co and the City being a date no earlier than the Substantial Completion Date.

7.2 No later than 60 days prior to each Insurance Review Date, Project Co’s insurance broker shall, at Project Co’s sole cost and expense, prepare a report on behalf of both Project Co and the City (the “**Joint Insurance Cost Report**”), which contains the following information at the Relevant Insurance Inception Date, and thereafter for the relevant Insurance Review Period:

- (a) a full breakdown of the Actual Relevant Insurance Cost;
- (b) the Base Relevant Insurance Cost;
- (c) an assessment and quantification of each Project Insurance Change, together with the reasons therefor;
- (d) the opinion of Project Co’s insurance broker as to the reasons why the Actual Relevant Insurance Cost has varied from the Base Relevant Insurance Cost, specifying the impact

of each of the factors and quantifying the amount attributable to each factor along with an assessment of the Adjusted Base Relevant Insurance Cost;

- (e) the calculation of the Insurance Cost Differential; and
- (f) evidence satisfactory to the City, acting reasonably, of any changes to circumstances generally prevailing in the worldwide insurance market that are claimed to account for the Insurance Cost Differential.

7.3 The Monthly Service Payment will be subject to an adjustment in the amount of the Insurance Cost Differential (the “**Insurance Adjustment**”) in accordance with Schedule 19 – Payment Mechanism.

ARTICLE 8 UNINSURABLE RISKS

8.1 The term “**Uninsurable Risk**” means a risk, or any component of a risk, against which Project Co is required to insure pursuant to this Schedule 24 and for which, at any time after the date of the Project Agreement, either:

- (a) the insurance required pursuant to this Schedule 24 (including the terms and conditions specified for such insurance herein) is not available in relation to that risk:
 - (i) where Applicable Laws require that the insurer must be licensed in the Province of Ontario to insure such a risk, by insurers licensed in the Province of Ontario; or
 - (ii) where Applicable Laws do not require that the insurer must be licensed in the Province of Ontario to insure such a risk, by any insurer otherwise permitted under the terms of the Project Agreement; or
- (b) the insurance premium payable or the terms and conditions for insuring that risk are such that the risk is not generally being insured against in the worldwide insurance market.
- (c) Project Co has the onus of demonstrating, to the City’s reasonable satisfaction that the foregoing definition applies to a particular risk.

8.2 Project Co shall notify the City as soon as possible and, in any event, within 15 Business Days of becoming aware of same, that a risk, or any component of a risk, has become an Uninsurable Risk, and shall provide the City with all relevant details in relation to such risk, including a copy of the relevant insurance policy.

8.3 Project Co and the City shall, as soon as possible following the provision of the notice referred to in Section 8.2, meet to discuss, in good faith, the appropriate means by which the Uninsurable Risk should be managed and, if Project Co and the City are able to agree to alternative arrangements, the Uninsurable Risk shall be managed in accordance with such alternative arrangements.

8.4 In the event that Project Co and the City, each acting in good faith, are unable to agree to alternative arrangements with respect to the management of an Uninsurable Risk within 15

Business Days of the expiry of the period referred to in Section 8.2, the City may, in its absolute discretion, either:

- (a) elect to assume responsibility for the Uninsurable Risk and, in respect of the year in which the relevant risk becomes an Uninsurable Risk and every year thereafter, withhold, in equal instalments over the course of such year, from the payment or payments otherwise due to Project Co an amount equal to the annual premium (index linked) relating to the Uninsurable Risk as was current on the date immediately prior to the date on which the relevant risk became an Uninsurable Risk, in which case the Project Agreement shall continue in full force and effect; or
- (b) terminate the Project Agreement in accordance with Section 47.2 of the Project Agreement as if such termination had occurred as a result of the Parties having failed to reach agreement in accordance with Section 47.2 of the Project Agreement following the occurrence of an event of Force Majeure, and, in accordance with the provisions of Schedule 23 – Compensation on Termination, pay to Project Co an amount equal to the Non-Default Termination Sum.

8.5 On the occurrence of an Uninsurable Risk, the City may, in its absolute discretion, either:

- (a) pay to Project Co an amount equal to the insurance proceeds that would have been payable to Project Co in connection with such Uninsurable Risk had the relevant insurance continued to be available, in which case the Project Agreement shall continue in full force and effect; or
- (b) terminate the Project Agreement in accordance with Section 45.2 of the Project Agreement as if such termination had occurred as a result of the Parties having failed to reach agreement in accordance with Section 45.2 of the Project Agreement following the occurrence of an event of Force Majeure, and, in accordance with the provisions of Schedule 23 – Compensation on Termination, pay to Project Co an amount equal to the Non-Default Termination Sum.

8.6 With respect to any Uninsurable Risk:

- (a) Project Co shall continue to approach the insurance market on a regular basis and, in any event, at intervals of not less than 180 days and use reasonable efforts to obtain (or cause to be obtained) insurance to cover as much or all of the Uninsurable Risk as can be insured in the available insurance market from time to time; and
- (b) Subject to Section 8.6(a), Project Co shall be relieved of its obligation to maintain (or cause to be maintained) insurance in respect of the Uninsurable Risk.

8.7 Where a risk which was previously an Uninsurable Risk ceases to be so, Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, insurance in accordance with the requirements of this Schedule 24 in respect of the risk and the provisions of this Section 8 shall no longer apply to such risk.

8.8 From and after the Substantial Completion Date, the Parties shall meet on an annual basis to review the scope of insurance coverage and deductibles provided in this Schedule 24, and may make mutually agreed changes thereto.

**ARTICLE 9
DAMAGE OR DESTRUCTION**

- 9.1 In the event of damage to, or destruction of, all or any part of the System Infrastructure for which there is coverage under an insurance policy, any insurance proceeds received by Project Co shall first be applied so as to ensure the performance by Project Co of its obligations under the Project Agreement, including, where appropriate, the reinstatement, restoration or replacement of the System Infrastructure or any other assets, materials or goods necessary or desirable for the carrying out of the Project Operations, all in accordance with the terms of the Insurance Trust Agreement provided that, in respect of a Revenue Vehicle, this Section 9.1 shall not apply, and the provisions of Sections 9.2, 20.1 and 20.2 shall apply.
- 9.2 In respect of insurance proceeds received by the City under the provisions of Section 20.2, the City shall make such insurance proceeds available to Project Co, to be solely applied by Project Co in the reinstatement, restoration or replacement of the Revenue Vehicles necessary for the carrying out of the Project Operations.

**ARTICLE 10
SUBCONTRACTORS**

- 10.1 Project Co shall require that all Subcontractors are covered by, or obtain, the insurance described in this Schedule 24, provided that Project Co shall determine the applicable limits to be obtained for such insurance. Project Co shall be solely responsible and liable for any damages which the City may suffer as a direct result of Project Co's failure to comply with the foregoing.
- 10.2 If Project Co receives notice that any Subcontractor employed by or through Project Co is not covered by any insurance required by this Schedule 24 to be obtained (or caused to be obtained) by Project Co, Project Co shall:
- (a) ensure that such insurance coverage is put in place;
 - (b) remove the Subcontractor from the Lands and ensure that such Subcontractor does not perform any further part of the Project Operations until after such insurance coverage is put in place; or
 - (c) if the Subcontractor cannot be covered by a particular policy as required by this Schedule 24, replace the Subcontractor with a new Subcontractor who can be covered by insurance required by this Schedule 24 or who can obtain the required insurance coverage; it being acknowledged by Project Co that the requirements and restrictions set forth in the Project Agreement regarding new and replaced Subcontractors shall be complied with.

**ARTICLE 11
RENEWAL**

- 11.1 Project Co shall provide to the City, at least 5 Business Days prior to the expiry date of any policy of insurance required to be obtained (or caused to be obtained) by Project Co pursuant to this Schedule 24, evidence of the renewal of each such policy satisfactory to the City, acting reasonably.

ARTICLE 12
NAMED AND ADDITIONAL INSUREDS AND WAIVER OF SUBROGATION

- 12.1 All insurance provided by Project Co, shall:
- (a) include Project Co, Project Co Parties, the City, City Parties, and any other party specified in Appendix A as Named Insureds to the extent specified in Appendix A or as required pursuant to any agreement relating to the Project to which Project Co is a party;
 - (b) include the City, City Parties, Project Co and any other party specified in Appendix A as Additional Insureds, or loss payees (as applicable) to the extent of their respective insurable interests to the extent specified in Appendix A or as required pursuant to any agreement relating to the Project to which Project Co is a party;
 - (c) except with respect to the Project Specific Professional Liability specified in Part 1 of Appendix A and Automobile Liability, Comprehensive Crime and WSIB specified in Parts 1 and 2 of Appendix A, contain a waiver of subrogation as against the City, City Parties, and their respective shareholders, officials, directors, officers, employees, servants, consultants (other than design consultants) and agents;
 - (d) with respect to the “All Risk” Course of Construction Property, including Boiler and Machinery and “All Risk” Property, contain a waiver of subrogation as against Project Co, and its shareholders, officers, directors, officers, employees, servants, consultants (other than design consultants and agents);
 - (e) contain a breach of warranty provision whereby a breach of a condition by Project Co will not eliminate or reduce coverage for any other insured; and
 - (f) be primary insurance with respect to any similar coverage provided by any insurance obtained by or available to the City and City Parties without any right of contribution of any insurance carried by the City and City Parties.

ARTICLE 13
CERTIFICATES OF INSURANCE AND CERTIFIED COPIES OF POLICIES

- 13.1 Prior to the execution of the Project Agreement, Project Co will provide the City with certified copies of policies, confirming that the insurances specified in Section 1.1 have been obtained and are in full force and effect.
- 13.2 Prior to the execution of the Project Agreement, Project Co will provide the City with certificates of insurance or certified copies of policies, confirming that the insurances specified in Section 1.2 have been obtained and are in full force and effect. If certificates of insurance are provided, certified copies of the entire contents of all relevant insurance policies will be subsequently provided to the City no later than 90 days after execution of the Project Agreement.
- 13.3 Prior to the commencement of any part of the Maintenance and Rehabilitation Services, Project Co will provide the City with certificates of insurance or certified copies of policies, confirming that the insurances specified in Section 2.1 have been obtained and are in full force and effect. If certificates of insurance are provided, certified copies of the entire contents of all relevant insurance policies will subsequently be provided to the City no later than 90 days after the

Substantial Completion Date; however specimen wordings of all such insurance policies, along with the corresponding summary of coverage, limits and deductibles, must be provided to the City no later than 90 days prior to the Substantial Completion Date.

- 13.4 Project Co may utilize blanket corporate policies to satisfy the Maintenance Period insurance requirements, provided that all the needs, scope of coverage and limits of the City have been met to their sole satisfaction having regard to the requirements of this Schedule 24.

**ARTICLE 14
FAILURE TO MEET INSURANCE REQUIREMENTS**

- 14.1 If Project Co fails to obtain or maintain, or cause to be obtained and maintained, the insurance required by this Schedule 24, fails to furnish to the City a certified copy of each policy required to be obtained by this Schedule 24 or if, after furnishing such certified copy, the policy lapses, is cancelled, or is materially altered, then the City shall have the right, without obligation to do so, to obtain and maintain such insurance itself in the name of Project Co, and the cost thereof shall either, at the City's option, be payable by Project Co to the City on demand or be deducted by the City from the next payment or payments otherwise due to Project Co.
- 14.2 If coverage under any insurance policy required to be obtained (or caused to be obtained) by Project Co should lapse, be terminated or be cancelled, then, if directed by the City, all work by Project Co shall immediately cease until satisfactory evidence of renewal is produced.

**ARTICLE 15
MODIFICATION OR CANCELLATION OF POLICIES**

- 15.1 Except as noted in Appendix A, all insurance provided by Project Co shall contain endorsements confirming that the policy will not be cancelled, adversely reduced, adversely materially altered or adversely materially amended without the insurer(s) giving at least ninety (90) days prior written notice by registered mail, at the addresses specified, to the City, City Parties, the Lenders and the Lenders' Agent. For greater certainty, the terms "adversely reduced", "adversely materially altered" and "adversely materially amended" as used in this provision shall mean any decrease or reduction in policy limits, aggregate limits or sub-limits (other than as a result of claims under the policy), any increase in any policy deductible or self-insured retention, any reduction in the policy coverage period, cancellation or suspension of coverage with respect to any insured parties from the time the policy was issued for that policy period, addition of any exclusions or restrictions from the time the policy was issued for that policy period and any reduction or restriction in the scope of coverage provided under the policy, in all cases when such adverse reduction, adverse material alteration or adverse material amendment is initiated by the insurer.
- 15.2 All insurance provided by Project Co shall contain endorsements confirming that, in the event of cancellation for non-payment of premium, the insurer(s) will give at least fifteen (15) days prior written notice by registered mail, at the addresses specified, to the City, City Parties, the Lenders and the Lenders' Agent.
- 15.3 With respect to Maintenance Period insurance, only notice of cancellation will be required for the Automobile Liability and Comprehensive Crime described in Part 2 of Appendix A.

- 15.4 With respect to insurance described in Section 1.1(a), (b) and (d), Section 1.2(d) and Section 2.1(a), (b) and (c), breach of any of the terms or conditions of the policies required to be provided by Project Co, or any negligence or wilful act or omission or false representation by an Insured under these policies, shall not invalidate the insurance with respect to the City, City Parties, the Lenders or any other Named Insured or additional Insured, but only to the extent that such breach is not known to these parties.

**ARTICLE 16
INSURERS**

- 16.1 All policies of insurance to be obtained (or caused to be obtained) by Project Co in accordance with this Schedule 24 shall be issued by financially sound insurers acceptable to the City and the Lenders, acting reasonably, and, where required by statute, be licensed to insure such risk in the Province of Ontario.
- 16.2 To be eligible to provide insurance, an insurer must have the capacity to provide the particular insurance and shall have current ratings from time to time of either:
- (a) a Financial Strength Rating of not lower than “A-” for three out of the previous five years but not lower than “B” at any time during those five years, and a Financial Size Category not lower than VII, such ratings being those established by A. M. Best Company (Best); or
 - (b) a Long-Term Financial Strength Rating of not lower than “A-” for three out of the past five years but not less than “BBB” at any time during those five years, a Short-Term Financial Strength Rating of not lower than “A-3” for three out of the previous five years and a Financial Enhancement Rating of not lower than “A-” for three out of the previous five years but not less than “BB+” at any time during those five years, such ratings being those established by Standard and Poor’s (S&P); or
 - (c) if the insurer is not rated by Best or S&P, an insurer that is acceptable to the City and Lenders, acting reasonably, with respect to the insurances required by this Schedule 24.

**ARTICLE 17
POLICY TERMS AND CONDITIONS**

- 17.1 All policies of insurance to be obtained (or caused to be obtained) by Project Co in accordance with this Schedule 24 shall be in form and substance satisfactory to the City and its insurance advisors, acting reasonably.
- 17.2 To achieve the minimum limits for any type of insurance required under Appendix A, it is permissible to arrange the insurance under a single policy, or by a combination of primary, umbrella and/or excess policies.

**ARTICLE 18
FAILURE TO COMPLY**

- 18.1 Neither failure to comply with nor full compliance by Project Co with the insurance provisions of this Schedule 24 shall relieve Project Co of its liabilities and obligations under the Project Agreement.

ARTICLE 19
PERFORMANCE SECURITY REQUIREMENTS

[REDACTED]

ARTICLE 20
INSURANCE TRUST AGREEMENT

- 20.1 Prior to the transfer of ownership in respect of a Vehicle from the Revenue Vehicle Supplier to the City, all losses under (i) the “All Risks” Course of Construction Property Insurance policy, including Boiler & Machinery Insurance carried by Project Co prior to Substantial Completion; (ii) the “All Risks” Property Insurance carried by Project Co after Substantial Completion; and (iii) the Boiler & Machinery Insurance carried by Project Co after Substantial Completion, which in each case, relate to a Vehicle, shall, in each case, be payable solely to the Revenue Vehicle Supplier, and such losses shall not be payable to the Account Trustee or distributed pursuant to the Insurance Trust Agreement.
- 20.2 After the transfer of ownership in respect of a Vehicle from the Revenue Vehicle Supplier to the City, all losses under (i) the “All Risks” Course of Construction Property Insurance policy, including Boiler & Machinery Insurance carried by Project Co prior to Substantial Completion; (ii) the “All Risks” Property Insurance carried by Project Co after Substantial Completion; and (iii) the Boiler & Machinery Insurance carried by Project Co after Substantial Completion, which, in each case, relate to a Revenue Vehicle or related equipment in respect of a Vehicle, shall be paid solely to the City and such losses shall not be payable to the Account Trustee or distributed pursuant to the Insurance Trust Agreement.

Appendix A – Insurance Requirements

Construction Period Insurance – Trillium Line Extension Project
From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co and arranged through the COCIP program

| Type | Amount | Maximum Deductibles | Principal Cover |
|---|--|---|---|
| <p>“All Risks” Course of Construction Property, including Boiler and Machinery</p> | <p>Limit of liability of \$[REDACTED], including Property of every description including Revenue Vehicles and Vehicle Equipment supplied by the City for incorporation into the Project.</p> <p>For clarity, Project Co’s obligation to insure Revenue Vehicles and Vehicle Equipment commences once the Revenue Vehicle and Vehicle Equipment is delivered at New Walkley Yard or other location on Lands.</p> <p>Delay in Start-up \$[REDACTED], covering a 21 month indemnity period, including Contingent Delayed Start-Up related to losses at Suppliers’ premises or other temporary storage locations (\$[REDACTED] sub-limit)</p> <p>Soft Costs \$[REDACTED] (representing [REDACTED]% of Recurring / Continuing Soft Costs)</p> <p>Extra and Expediting Expense (minimum \$[REDACTED] sub-limit)</p> <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Replacement Cost Valuation (Property) • Most Recent Technology Replacement Cost Valuation (Equipment or Machinery) • Flood (to policy limit with annual aggregate) • Natural or man-made earth movement, including earthquake, | <p>[REDACTED]% of loss value / \$[REDACTED] minimum; \$[REDACTED] maximum Earthquake</p> <p>\$[REDACTED] Flood and water damage</p> <p>\$[REDACTED] Testing and Commissioning</p> <p>\$[REDACTED] All other losses</p> <p>30 day waiting period applicable to time element coverages, except</p> <p>48 hour waiting period, off premises services</p> | <p>“All Risks” Course of Construction Property Insurance covering the insurable replacement cost of System Infrastructure, Revenue Vehicles and Vehicle Equipment based on the PML study, including cold and hot testing / commissioning of Equipment including HVAC, Delay in Start-Up, Soft Costs with no early occupancy restriction.</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders.</p> |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|--|---------------------|-----------------|
| | <ul style="list-style-type: none"> landslide or subsidence (to policy limit with an annual aggregate) • Electronic Data Processing equipment and media, including data restoration and re-creation costs • Transit • Unnamed locations • By-laws including Demolition, Increased Cost of Repairs and Replacement (subject to a \$[REDACTED] sub-limit only with respect to existing or renovated buildings) • Debris Removal (minimum \$[REDACTED] sub-limit) • Off Premises Services Interruption (minimum \$[REDACTED] sub-limit) • Professional Fees (minimum \$[REDACTED] sub-limit) • Fire Fighting Expenses (minimum \$[REDACTED] sub-limit) • Valuable Papers (minimum \$[REDACTED] sub-limit) • Accounts Receivable (minimum \$[REDACTED] sub-limit) • Green Building and LEED Upgrades (subject to a \$[REDACTED] sub-limit) • Defence Costs (subject to a \$[REDACTED] sub-limit) • Contamination Clean-up or Removal (minimum \$[REDACTED] sub-limit) • Ammonia Contamination (minimum \$[REDACTED] sub-limit) • LEED Rectification, Commissioning and Testing Expenses (subject to a \$[REDACTED] sub-limit) • Civil Authority Access Interruption (8 weeks) • Prevention of Ingress/Egress (8 weeks) • Permission for Partial Use or Occupancy prior to Substantial Completion | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|--|---------------------|-----------------|
| | <ul style="list-style-type: none"> • Cost of Carrying Project Financing (21 Months), included in Delayed Start-Up coverage • Margin of Profit Extension for Contractors • Radioactive contamination caused by sudden and accidental release of radioactive isotopes (resulting from an accident) • Testing and Commissioning – no time limitation, subject to receipt of testing and commissioning schedule | | |
| | <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> • Cyber risk • Mould, fungi and fungal derivatives • Faulty workmanship, materials construction, or design but resultant damage to be insured to a minimum LEG 2 standard • War risk • Terrorism • Nuclear or radioactive contamination, except radioactive isotopes intended for scientific, medical, industrial or commercial use • Contractors' Equipment (unless values declared and risk accepted by insurers – Contractors' Equipment Endorsement noted) • Sanctions Clause • Latent defect or inherent vice with respect to Revenue Vehicles | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|---|---------------------|--|
| <i>Comments</i> | | | <ul style="list-style-type: none"> • Named Insured includes Project Co, the City, City Parties, Lenders, Lender’s Agent, the Construction Contractor, Revenue Vehicle Supplier, all subcontractors, sub-subcontractors, consultants and sub-consultants, as their respective interests may appear • No provision permitted allowing a coinsurance penalty • Insurance shall be primary without right of contribution of any other insurance carried by any Named Insured • Additional key extensions of coverage: <ul style="list-style-type: none"> • Underground services, temporary works involved in the Project such as scaffolding, hoarding, etc., site preparation, including excavation and associated improvements, landscaping and property of others used in the construction of the Project • Losses payable in accordance with the Insurance Trust Agreement and Section 20.1 and 20.2 of Schedule 24 – Insurance and Performance Security Requirements • Upon Substantial Completion, cover will cease and be replaced by All Risk Property and Boiler & Machinery Insurance – Maintenance Period • Waiver of Subrogation against all Named and Unnamed Insureds, including but not limited to Project Co, the City, City Parties, Revenue Vehicle Supplier, the project company appointed on the Trillium Line Extension project, the Construction Contractor, all subcontractors, professional consultants (other than for their professional liability), Lenders, Lenders’ Agent, as well as officers, directors and employees, servants, and agents of the foregoing • Frost or freezing to concrete – but only resultant damage from a peril not otherwise excluded • Liberalization Clause • Errors and Omissions • Breach of Conditions • Interims Payments Clause |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Construction Period Insurance – Trillium Line Extension Project
From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co and arranged through the COCIP program

| Type | Amount | Maximum Deductibles | Principal Cover |
|---|---|---|---|
| <p>“Wrap-Up” Commercial General Liability and Non-Owned Automobile Liability</p> | <p>\$(REDACTED) each occurrence, and in the aggregate with respect to Broad Form Products and Completed Operations</p> <p>Sub-limits:</p> <ul style="list-style-type: none"> • \$(REDACTED) Non-Owned Automobile Liability • \$(REDACTED) Sudden and Accidental Pollution and Hostile Fire Pollution Liability • \$(REDACTED) “All Risks” Tenants’ Legal Liability • \$(REDACTED) Prairie or Forest Fire Fighting Expenses • \$(REDACTED) Employee Benefits Administrative Errors and Omissions • \$(REDACTED) Contractors Rework • \$(REDACTED) Legal Liability for Damages to Non-Owned Automobiles (SEF 94) • \$(REDACTED) Medical Payments <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Owner’s and Contractor’s Protective • Blanket Contractual (written and oral) • Direct and Contingent Employers Liability • Personal Injury (nil participation) • Cross Liability and Severability of Interest with respect to each insured party • Blasting / demolition / excavating / underpinning / pile driving / shoring / caisson work / work below ground surface / tunnelling / grading and similar operations associated with | <p>\$(REDACTED) per occurrence</p> <p>\$(REDACTED) per claim with respect to Contractors Rework</p> <p>\$(REDACTED) per claim with respect to each of SEF 94, Tenants Legal Liability, Prairie or Forest Fire Fighting Expenses and Employee Benefits Administrative Errors and Omissions</p> | <p>Wrap-Up Commercial General Liability and Non-Owned Automobile Liability insurance covering construction operations in connection with System Infrastructure, Revenue Vehicles and Vehicle Equipment on an occurrence basis against claims for bodily injury (including death), personal injury, property damage (including Loss of Use), and including products and completed operations liability, extended for a period of not less than 24 months, effective from the Substantial Completion Date.</p> <p>Coverage shall be maintained continuously from the execution of the Project Agreement to the Substantial Completion Date, at which time the Products and Completed Operations extension will take effect.</p> <p>Pollution Liability – sudden and accidental and hostile fire pollution coverage to be not less than IBC 2313 form (240 hours detection/240 hours’ notice coverage structure).</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders.</p> |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|--|---------------------|-----------------|
| | all construction works, as applicable | | |
| | <ul style="list-style-type: none"> • Elevator and Hoist Collision Liability • Liberalized Notice of Claim Requirement, i.e., requirement to report will commence when knowledge is held by a designated project person(s) – to be identified by Project Co • Non-Owned Automobile Liability • Tenants’ Legal Liability (All Risks) – subject to sub-limit • Medical Expenses – subject to sub-limit • Prairie or Forest Fire Fighting Expenses – subject to sub-limit • Sudden and Accidental Pollution and Hostile Fire Pollution Liability – subject to sub-limit • Employee Benefits Administrative Errors and Omissions – subject to sub-limit • Contractors’ Rework Coverage – subject to sub-limit • Permission for Unlicensed Vehicles (partial road use) • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Accident Benefits • Worldwide Territory, subject to suits being brought in Canada or the US | | |
| | Permitted Exclusions: | | |
| | <ul style="list-style-type: none"> • Injury to employees, where WSIB provides valid coverage • Property in the care, custody or | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|---|---------------------|-----------------|
| | <ul style="list-style-type: none"> control of the insured, except during the Broad Form Products and Completed Operations extension period • Operation of licensed motor vehicles, other than attached machinery, while used for its purpose or at the site • Physical damage to the Project, except during Broad Form Products and Completed Operations extension period • Cyber risk • Mould, fungi and fungal derivatives • Professional liability of engineers, architects and other professional consultants • Nuclear or radioactive contamination, except release radioactive isotopes intended for scientific, medical, industrial or commercial use • Sanctions Clause | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|--------|--|---|
| <i>Comments</i> | | <ul style="list-style-type: none"> • Named Insured includes Project Co and its affiliates, the City, City Parties, the Lenders, Lenders’ Agent, Project Co Parties involved in the Works, including the Construction Contractor, all subcontractors, sub-subcontractors, suppliers while working on the Lands, tradesmen while working on the Lands, engineers, architects, consultants and sub-consultants (other than for professional liability), others as Additional Insureds, as may be required from time to time, arising from all operations and activities pertaining to the Works and the control and use of the Lands • Directors, officers, shareholders, employees of the insured parties involved in the Works are covered as Additional Insureds • Insurance is primary without right of contribution of any other insurance carried by any Named Insured • Aggregate limits will be permitted for Products and Completed Operations, Prairie and Forest Fire Fighting Expenses, Sudden and Accidental Pollution and Hostile Fire Pollution Liability and Employee Benefits Administrative Errors & Omissions Liability; no policy general aggregate will be permitted • Professional service activities integral to the Project, but not covering engineers, architects or other professional consultants, i.e., incidental professional liability risk of a Named Insured and their employed professionals is to be covered, but not the professional liability of independent fee-for-service professional consultants, architects or engineers • Waiver of subrogation of insurers’ rights of recovery against all Named and/or Additional Insureds, including Project Co, the City, City Parties, the Construction Contractor, all subcontractors, sub-subcontractors, professional consultants, engineers and architects (other than for their professional liability), Lenders, Lenders’ Agent, as well as officers, directors, employees, servants and agents of the foregoing | |
| <i>Underwriters</i> | | | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements |

Construction Period Insurance – Trillium Line Extension Project

From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co and arranged through the COCIP program

| Type | Amount | Maximum Deductibles | Principal Cover |
|--|--|---|---|
| Project Specific Professional Liability | <p>[\$REDACTED] minimum per claim / [\$REDACTED] in the aggregate (inclusive of defense and related costs and supplementary payments)</p> <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Primary Insurance extension • Automatic addition of firms • Present, former partner, executive officer, director or shareholder of Named Insureds while acting within their scope of duties for the Named Insured • Any individuals or personal corporations retained by the Named Insured under a personal services contract • Claim defined as a written or oral demand for money or a written or oral allegation in breach in the rendering or failure to render professional services received by the Insured or Named Insured and resulting from a single error, omission or negligent act • Lawyer fees and associated expenses incurred in the investigation, defence, settlement, arbitration or litigation of claims • Duty to defend, even if the allegations are groundless, false or fraudulent • Worldwide territory, subject to suits brought in Canada • Mitigation of loss • Project Co endorsement <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> • Express warranties or guarantees • Estimates on profit, return | <p>[\$REDACTED] per claim with respect to Mitigation losses</p> <p>[\$REDACTED] per claim, all other losses</p> | <p>Project Specific Professional Liability Insurance in connection with the System Infrastructure, Revenue Vehicles and Vehicle Equipment beginning of first design, through the entire construction period, to the Substantial Completion Date plus coverage for an extended reporting period of not less than 36 months.</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders.</p> |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|--|---------------------|--|
| | <ul style="list-style-type: none"> • Faulty workmanship, construction or work which is alleged or in fact not constructed in accordance with the design of the Project or the construction documents • Design or manufacture of any good or products sold or supplied by the Named Insured • Terrorism • Nuclear Liability • Judgments and awards deemed uninsurable by law • Liability assumed under design contract, unless such liability would have attached to the Named Insured by law in the absence of such agreement • Punitive or exemplary damages, fines, penalties or interest or liquidated punitive or exemplary damages or fees • Refusal to employ, termination of employment, humiliation or discrimination on any basis or other employment related practices or policies • Sanctions Clause | | |
| <i>Comments</i> | | | <ul style="list-style-type: none"> • Named Insured: Construction Contractor (as appropriate), all engineers, architects, and other professional consultants that provide professional design services in connection with the Project • Professional services covered: All architectural, engineering, land surveying, environmental, landscape architectural, interior design/space planning, soil and material testing services, geotechnical services and procurement services, including their replacements and/or sub-consultants of any tier • Retroactive Date: Full retroactive coverage from date of first design activity • Policy to be non-cancellable except for premium non-payment, material misrepresentation or concealment of facts or a material breach of any condition of the policy |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Construction Period Insurance – Trillium Line Extension Project

From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co and arranged through the COCIP program

| Type | Amount | Maximum Deductibles | Principal Cover |
|---|---|--|---|
| Project Specific Pollution Liability (combined Contractors’ Pollution Liability and Pollution Legal Liability – Claims Made) | \$[REDACTED] minimum per claim / \$[REDACTED] in the aggregate (inclusive of defense and related costs and supplementary payments) Principal Extensions: <ul style="list-style-type: none"> • Hazardous Substances occurring at or emanating from the System, the Public Infrastructure or the Lands during the Policy Period • Microbial Matter (including Fungus/Mould) • Underground / above ground storage tanks • First Party Restoration and Clean-up Costs • Disposal Site System, including Transportation (reporting required) • Duty to Defend • Canada and US Territory • Contractual Liability • Emergency Response Costs Permitted Exclusions: <ul style="list-style-type: none"> • Terrorism • War • Intentional Non-compliance • Prior Knowledge / Known Condition / Pre-Existing Condition (exception for exacerbation, aggravation, worsening) • WSIB • Employers’ Liability • Professional Liability • Nuclear Liability • Property Damage to Motor Vehicles during Transportation | \$[REDACTED] per claim inclusive of defense and all costs and expenses | Pollution Liability insurance covering third party bodily injury, property damage consequential loss or damage, including clean-up and restoration costs, both at the Lands and Off-Site, as required. Extended Reporting Period: Minimum of 36 months after the Substantial Completion Date. This coverage shall be primary with respect to System Infrastructure, Revenue Vehicles and Vehicle Equipment without right of contribution of any insurance carried by the City, City Parties or the Lenders. |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|--------|---|-----------------|
| <i>Comments</i> | | <ul style="list-style-type: none">• Named Insured will include Project Co, its Affiliates, Project Co Parties and all other parties engaged in the Works, including the Construction Contractor, all subcontractors, sub-subcontractors, consultants, and sub-consultants• The City, City Parties, Lenders and Lenders' agent will be identified as Additional Insureds• The directors, officers, shareholders, and employees of the foregoing shall be Additional Insureds | |
| <i>Underwriters</i> | | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | |

Construction Period Insurance – Trillium Line Extension Project

From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|--|---|---|--|
| Automobile Liability | <p>\$(REDACTED) (Minimum) for Project Co and Project Co’s Construction Contractor vehicles</p> | | <p>Standard Ontario Owners Form For all vehicles operated by Project Co, the Construction Contractor, all subcontractors, sub-subcontractors, consultants and sub-consultants, operated in connection with the Project.</p> |
| | <p>\$(REDACTED) (Minimum) for vehicles of any other contractor, subcontractors, sub-subcontractors, consultants, and sub-consultants, and workmen, tradesmen, or other persons working on or at the Lands</p> | | <p>Business Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any licensed vehicle.</p> <p>Policies shall be endorsed to preclude cancellation, except upon 60 days prior written notice provided to the City, City Parties or the Lenders</p> |
| Commercial General Liability and Non-Owned Automobile Liability | <p>\$(REDACTED) each occurrence, and in the annual aggregate with respect to Broad Form Products and Completed Operations for Project Co and Project Co’s Construction Contractor</p> | | <p>Commercial General Liability insurance covering all operations on an occurrence basis against claims for Bodily Injury (including Death), Broad Form Property Damage (including Loss of Use), and including Broad Form Products and Completed Operations Liability.</p> |
| | <p>For Project Co, the Construction Contractor, all subcontractors, sub-subcontractors, consultants and sub-consultants, including Direct and Contingent Employers Liability, Products and Completed Operations Liability, and Owner’s and Contractor’s Protective extensions</p> | <p>\$(REDACTED) each occurrence, and in the annual aggregate with respect to Broad Form Completed Operations for any other contractor, subcontractors, sub-subcontractors, consultants, and sub-consultants, and workmen, tradesmen, or other persons involved in the Works</p> | <p>This Commercial General Liability Insurance will cover off-site activities connected to the project and Products and Completed Operations Liability beyond the “Wrap-Up” Commercial General Liability Insurance policy’s Products and Completed Operations extension period.</p> <p>Policies shall be endorsed to preclude cancellation, except upon 90 days prior written notice provided to the City, City Parties or the Lenders</p> |
| | | <p>In both instances, limits of liability may be structured as any combination of Primary plus supplementary layers and Umbrella and/or Excess, or Primary plus Umbrella and/or Excess</p> | |
| | <p>Sub-limits (Project Co and Project Co’s Construction Contractor):</p> <ul style="list-style-type: none"> • Full policy limits with respect to | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|---|---------------------|-----------------|
| | <p>Non-Owned Automobile Liability</p> <ul style="list-style-type: none"> • \$[REDACTED] Prairie or Forest Fire Fighting Expenses <p>Principal Extensions (required to be provided by the Project Co and its Construction Contractor and shall be endeavoured to be provided by any other contractor, subcontractors, sub-subcontractors, consultants, and sub-consultants, and workmen, tradesmen, or other persons involved in the Works):</p> <ul style="list-style-type: none"> • Owner’s and Contractor’s Protective • Blanket Contractual (written) • Direct and Contingent Employers Liability • Personal Injury (nil participation) • Cross Liability and Severability of Interest with respect to each insured party • Blasting / demolition / excavating / underpinning / pile driving / shoring / caisson work / work below ground surface / tunnelling/grading and similar operations associated with the Works • Elevator and Hoist Collision Liability • Non-Owned Automobile Liability • Prairie or Forest Fire Fighting Expenses – subject to sub-limit • Permission for Unlicensed Vehicles’ (partial road use) • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Worldwide Territory, subject to | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|--|---------------------|-----------------|
| | <p>suits being brought in Canada or the US</p> <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> • Injury to employees, where WSIB provides valid coverage • Property in the care, custody or control of the insured, except as provided under Broad Form Products and Completed Operations • Operation of licensed motor vehicles, other than attached machinery, while used for its purpose or at the Lands • Cyber risk • Mould, fungi and fungal derivatives • Professional liability of engineers, architects and other professional consultants • Nuclear or radioactive contamination, except release of radioactive isotopes intended for scientific, medical, industrial or commercial use | | |
| <i>Comments</i> | <ul style="list-style-type: none"> • The City, City Parties, the Lenders and Lenders' Agent will be identified as Additional Insureds | | |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Construction Period Insurance – Trillium Line Extension Project

From execution of the Project Agreement until the Substantial Completion Date

Insurances to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|---|--|------------------------|---|
| Aircraft and Watercraft Liability (If any exposure) | Minimum \$[REDACTED] inclusive, including \$[REDACTED] passenger hazard – Owned Aircraft Minimum \$[REDACTED] inclusive – Non-Owned Aircraft Minimum \$[REDACTED] inclusive Owned or Non-Owned Watercraft | To be determined | Policies shall be endorsed to preclude cancellation, except upon 90 days prior written notice provided to the City, City Parties, or the Lenders |
| <i>Comments</i> | <ul style="list-style-type: none"> The City, City Parties, the Lenders and Lenders’ Agent will be identified as Additional Insureds | | |
| “All Risks” Ocean Marine Cargo (if any exposure) | [REDACTED]% Replacement Cost Valuation basis | \$[REDACTED] per claim | Property of every description destined for incorporation into the System during marine transit, on a full replacement value basis, with no co-insurance provision. This coverage shall be primary with respect to System Infrastructure without right of contribution of any insurance carried by the City, City Parties or the Lenders. |
| <i>Comments</i> | <ul style="list-style-type: none"> Named Insured includes Project Co, the City, City Parties, Lenders, Lender’s Agent, the Construction Contractor, all subcontractors, sub-subcontractors, consultants and sub-consultants as their respective interests may appear | | |
| “All Risks” Contractors’ Equipment To cover Project Co, the Construction Contractor, subcontractors, sub-subcontractors consultants and sub-consultants | If Site equipment is three years old or less, the sum insured shall be equal to [REDACTED]% of the replacement value of all contractors equipment used at the project. If Site equipment is more than three years old, actual cash value basis of loss settlement is acceptable. This requirement does not apply to equipment specifically insured under the “All Risks” Course of Construction Property, including Boiler and Machinery policy | | All Risks coverage on all owned, rented, leased or borrowed contractors’ equipment, used at the Lands. |
| <i>Comments</i> | <ul style="list-style-type: none"> Waiver of Subrogation rights against Project Co, the City, City Parties, the Construction Contractor, all subcontractors, sub-subcontractors, consultants, sub-consultants, Lenders, Lenders’ Agent, as well as officers, directors, shareholders and employees of the foregoing | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---|---|---------------------|--|
| Employee Dishonesty (Crime) | [\$REDACTED] per loss | | <p>Employee Dishonesty insurance against the fraudulent/dishonest acts of employees of Project Co and its Affiliates including additional coverage for Broad Form Money and Securities, Money Orders and Counterfeit Paper, Depositors' Forgery, Computer Fraud and Funds Transfer Fraud, Audit Expenses and Credit Card Forgery.</p> <p>Insurance primary without right of contribution of any other insurance carried by the City, City Parties or the Lenders.</p> |
| <i>Underwriters (All non-IOCIP insurance to be provided or caused to be provided by Project Co)</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |
| WSIB | In accordance with Ontario Act's established benefits and schedules | Not Applicable | <p>(i) Project Co and its affiliates shall obtain and maintain at Project Co's expense, WSIB Insurance, in accordance with the Province of Ontario requirements.</p> <p>(ii) Project Co shall ensure that satisfactory evidence of WSIB Insurance is provided by all Project Co Parties, including all other consultants, sub consultants, contractors, subcontractors, suppliers and tradesmen working at the Lands.</p> <p>Prior to commencement of the Project Operations, each of the foregoing shall provide satisfactory written confirmation of compliance, from the appropriate authority, including confirmation that all required assessments have been paid to date.</p> <p>Upon Substantial Completion, Project Co shall be provided with satisfactory written confirmation that all required assessments have been paid to date.</p> <p>On request, within 30 days of such request, Project Co shall deliver to the City evidence of the workers compensation coverage maintained by any person involved in the Project Operations, or confirmation of that person's exemption from workers compensation coverage.</p> |

Maintenance Period Insurance – Trillium Line Extension Project

From Substantial Completion Date until Termination Date

Insurance to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|------------------------|---|---|--|
| “All Risk” Property | As a minimum, a limit of liability of \$[REDACTED] for all Revenue Vehicles, Vehicle Equipment and New Walkley Yard Principal Extensions: <ul style="list-style-type: none"> • Replacement Cost Valuation (Property) • Most Recent Technology Replacement Cost Valuation (Equipment or Machinery) • Flood (to policy limit with annual aggregate) • Natural or man-made earth movement, including earthquake, landslide or subsidence (to policy limit with annual aggregate) • Electronic Data Processing equipment and media, including data restoration and re-creation costs • Extra and Expediting Expenses (sub-limit) • Debris Removal (sub-limit) • Transit (sub-limit) • Unnamed locations (sub-limit) • Fire Fighting Expenses (sub-limit) • Contamination Clean-up or Removal (sub-limit) • By-Laws including demolition and increased replacement / repair costs (sub-limit) • Joint Loss Agreement (if separate “All Risk” Property and Boiler and Machinery policies are | [REDACTED]% of loss value / \$[REDACTED] minimum Earthquake \$[REDACTED] Flood \$[REDACTED] All other losses | “All Risks” Property Insurance covering the insurable replacement cost of all Revenue Vehicles, Vehicle Equipment and New Walkley Yard. Coverage shall be maintained continuously from and after the Substantial Completion Date and at all times thereafter until the Termination Date. Such insurance will include By-Laws and Off Premises coverage. This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders. |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|---|---------------------|--|
| | arranged) | | |
| | Permitted Exclusions: | | |
| | <ul style="list-style-type: none"> • Cyber risk • Mould, fungi and fungal derivatives • Faulty workmanship, materials construction, design or latent defects but resultant damage to be insured • War risk • Terrorism • Nuclear or radioactive contamination, except radioactive isotopes intended for scientific, medical, industrial or commercial use • Sanctions Clause | | |
| <i>Comments</i> | | | <ul style="list-style-type: none"> • Named Insured will include the City, City Parties, Revenue Vehicle Supplier (if the transfer of ownership to the City of any Revenue Vehicle will occur after the Substantial Completion Date) and the Lenders • Losses payable in accordance with the Insurance Trust Agreement and Section 20.1 and 20.2 of Schedule 24 – Insurance and Performance Security Requirements. • No provision allowing a coinsurance penalty • Waiver of Subrogation against all Named Insureds, including but not limited to Project Co, the City, City Parties, Revenue Vehicle Supplier (if the transfer of ownership to the City of any Revenue Vehicle will occur after the Substantial Completion Date), the Lenders, Lenders’ Agent as well as officers, employees, servants and agents of the foregoing |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Maintenance Period Insurance –Trillium Line Extension Project

From Substantial Completion Date until Termination Date

Insurance to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|-------------------------------|---|---|--|
| Boiler & Machinery | As a minimum, a limit of liability of \$[REDACTED] for all Revenue Vehicles, Vehicle Equipment and New Walkley Yard Sub-limits acceptable with respect to: <ul style="list-style-type: none"> • Ammonia Contamination • Bylaws • Errors and Omissions • Expediting Expenses • Extra Expense • Hazardous Substances • Water Damage | <p>\$[REDACTED] per claim, Direct Damage</p> <p>Business Interruption – Maximum 60 day Waiting Period</p> | <p>Boiler & Machinery insurance on a Comprehensive Policy Form basis on a full replacement cost basis, including Expediting and Extra Expense coverage.</p> <p>Coverage shall be maintained continuously from and after the Substantial Completion Date or activation, whichever shall first occur, and at all times thereafter until the Termination Date.</p> <p>Boiler and Machinery Insurance may be arranged on a combined Property/Boiler and Machinery basis, subject to the Boiler and Machinery section of such a policy being arranged on a Comprehensive Form basis.</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders.</p> |
| <i>Comments</i> | <ul style="list-style-type: none"> • Named Insured will include Project Co, Project Co, the City, City Parties, Revenue Vehicle Supplier (if the transfer of ownership of any Revenue Vehicle to the City will occur after the Substantial Completion Date) and the Lenders • Losses payable in accordance with the Insurance Trust Agreement and Section 20.1 and 20.2 of Schedule 24 – Insurance and Performance Security Requirements. <p>As nearly as possible, coverage will be structured to dovetail with the Property Insurance</p> | | |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Maintenance Period Insurance –Trillium Line Extension Project

From Substantial Completion Date until Termination Date

Insurance to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|--|---|------------------------------------|--|
| Commercial General Liability and Non-Owned Automobile Liability | <p>\$(REDACTED) each accident or occurrence and in the aggregate with respect to Products and Completed Operations</p> <p>Sub-limits:</p> <ul style="list-style-type: none"> • Sudden and Accidental Pollution and Hostile Fire Pollution • “All Risks” Tenants’ Legal Liability, if any exposure exists • Prairie or Forest Fire Fighting Expense • Medical Payments <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Non-Owned Automobile Liability, unless coverage provided under automobile liability insurance Owner’s and Contractor’s Protective • Blanket Contractual (written and oral) • Contingent Employers Liability • Personal Injury (nil participation) • Cross Liability and Severability of Interest with respect to each insured party • Liberalized Notice of Claim Requirement, i.e., requirement to report will commence when knowledge is held by a designated project person(s) – to be identified by Project Co • Non-Owned Automobile • Tenants’ Legal Liability (All | <p>\$(REDACTED) per occurrence</p> | <p>Commercial General Liability insurance covering all Maintenance and Rehabilitation Services on an occurrence basis against claims for personal injury (including bodily injury and death), Broad Form Property Damage (including Loss of Use), and including Broad Form Products and Completed Operation Liability insurance.</p> <p>Coverage shall be maintained continuously from and after the Substantial Completion Date and at all times thereafter until the Termination Date.</p> <p>Pollution Liability – Sudden and Accidental Pollution coverage to be not less than IBC 2313 form (120 hours detection/120 hours notice coverage structure).</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, City Parties or the Lenders.</p> |

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|---|---------------------|-----------------|
| | <ul style="list-style-type: none"> • Risks) – subject to sub-limit • Medical Expenses – subject to sub limit • Prairie or Forest Fire Fighting Expenses – subject to sub-limit • Sudden and Accidental Pollution and Hostile Fire Pollution – subject to sub-limit • Permission for unlicensed vehicles’ partial road use • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Voluntary Compensation • Worldwide Territory, subject to suits being brought in Canada or the US | | |
| | <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> • Injury to employees, where WSIB provides valid coverage • Property in the care, custody or control of the insured, except as provided under Broad Form Products and Completed Operations • Operation of licensed motor vehicles, other than attached machinery, while used for its purpose or at the Maintenance and Rehabilitation Services work site • Cyber risk • Mould, fungi and fungal derivatives • Professional liability of engineers, | | |

| Type | Amount | Maximum Deductibles | Principal Cover |
|---------------------|---|---------------------|-----------------|
| | architects and other professional consultants <ul style="list-style-type: none"> • Asbestos • Nuclear or radioactive contamination, except radioactive isotopes intended for scientific, medical, industrial or commercial use • Sanctions Clause | | |
| <i>Comments</i> | <ul style="list-style-type: none"> • Named Insured includes Project Co and its affiliates, the City, City Parties, the Lenders, Project Co Parties involved in the Maintenance and Rehabilitation Services, including all contractors, subcontractors, sub-subcontractors, suppliers while working on the Lands, tradesmen while working on the Lands, engineers, architects, consultants and sub consultants, (other than for professional liability) and others as Additional Insureds, as may be required from time to time, arising from all operations and activities pertaining to Maintenance and Rehabilitation Services and the control and use of the Lands • Directors, officers, shareholders, employees of the insured parties involved in the Maintenance and Rehabilitation Services are covered as Additional Insureds • Insurance primary without right of contribution of any other insurance carried by any Named Insured • Aggregate limits will be permitted for Products and Completed Operations, Prairie and Forest Fire Fighting Expenses, Sudden and Accidental Pollution and Hostile Fire Pollution Liability and Employee Benefits Administrative Errors & Omissions Liability; no policy general aggregate will be permitted • Professional service activities integral to the Maintenance and Rehabilitation Services, but not covering engineers, architects or other professional consultants, i.e., incidental professional liability risk of a Named Insured and their employed professionals is to be covered, but not the professional liability of independent fee-for-service professional consultants, architects or engineers • Waiver of subrogation of insurers' rights of recovery against all Named and/or Additional Insureds, including Project Co, the City, City Parties, the Construction Contractor, all subcontractors, sub-subcontractors, professional consultants, engineers and architects (other than for their professional liability), Lenders, Lenders' Agent, as well as officers, directors, employees, servants and agents of the foregoing | | |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Maintenance Period Insurance –Trillium Line Extension Project

From Substantial Completion Date until Termination Date

Insurance to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|-----------------------------|--|---------------------|---|
| Automobile Liability | <p>[\$REDACTED] (Minimum) for Project Co and Project Co’s contractor vehicles</p> <p>[\$REDACTED] (Minimum) for vehicles of any other contractor, subcontractors, sub-subcontractors, consultants, and sub-consultants, and workmen, tradesmen, or other persons working on or at the Maintenance and Rehabilitation Services site or at the Operations Services site or the lands</p> | | <p>Standard Ontario Owners Form For all vehicles operated by Project Co, all contractor, all subcontractors, sub-subcontractors, consultants, and sub-consultants operated in connection with the Maintenance and Rehabilitation Services.</p> <p>Coverage shall be maintained continuously from and after the Substantial Completion Date and at all times thereafter until the Termination Date.</p> <p>Business Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any licensed vehicle.</p> <p>Policies shall be endorsed to preclude cancellation, except upon 60 days prior written notice provided to the City, City Parties or the Lenders.</p> |
| <i>Underwriters</i> | Principal underwriters in compliance with Article 16 of Schedule 24 – Insurance and Performance Security Requirements | | |

Maintenance Period Insurance – Trillium Line Extension Project

From Substantial Completion Date until Termination Date

Insurance to be provided, or caused to be provided, by Project Co

| Type | Amount | Maximum Deductibles | Principal Cover |
|------|---|---------------------|---|
| WSIB | In accordance with Ontario Act's established benefits and schedules | Not Applicable | <p>(i) Project Co and its Affiliates shall obtain and maintain at Project Co's expense, WSIB Insurance, in accordance with the Province of Ontario requirements.</p> <p>(ii) Project Co shall ensure that satisfactory evidence of WSIB Insurance is provided by all Project Co Parties, including all consultants, sub consultants, contractors, subcontractors, suppliers and tradesmen working at locations where the Maintenance and Rehabilitation Services are being performed.</p> <p>Prior to commencement of the Maintenance and Rehabilitation Services, each of the foregoing shall provide satisfactory written confirmation of compliance, from the appropriate authority, including confirmation that all required assessments have been paid to date.</p> <p>Upon completion of the Maintenance and Rehabilitation Services, Project Co shall be provided with satisfactory written confirmation that all required assessments have been paid to date.</p> <p>On request, within 30 days of such request, Project Co shall deliver to the City evidence of the WSIB coverage maintained by any person involved in the Maintenance and Rehabilitation Services or confirmation of that person's exemption from WSIB coverage.</p> |