

PORT MANN/HIGHWAY 1 PROJECT

SCHEDULE 31
FORM OF DRAW REQUEST

[To be placed on Constructor letterhead]

[Date]

Transportation Investment Corporation
Suite 1420 – 1111 West Georgia Street
Vancouver, British Columbia
V6E 4M3

Attention: [Authority's Representative]
Facsimile No.: 604-775-1143

Dear Sirs and Mesdames:

Re: Design Build Agreement dated as of March 17, 2009 between Transportation Investment Corporation (the "Authority") and Kiewit/Flatiron, General Partnership (the "Constructor") (as amended, modified, supplemented and restated from time to time, the "DB Agreement")

And Re: Monthly Draw Request under the DB Agreement

This letter, together with the attached documents, constitutes the Constructor's monthly Draw Request for payment in the amount of \$[●] for work performed for the period beginning [●] and ending [●].

Capitalized terms used and not defined shall have the meanings given to them as defined in the DB Agreement. "Disclosed" means disclosed to the Authority in writing prior to the date hereof or specifically set out in the attached documents with a reference to the applicable Section of this Draw Request.

The Constructor is familiar with and has examined the provisions of the DB Agreement. As of the date hereof, the Constructor hereby represents, warrants and certifies to the Authority that:

1. The Constructor is unaware, having made all reasonable enquiries, of any environmental matter which has or could reasonably be expected to:
 - (a) materially and adversely affect or impair the ability of the Constructor to perform its obligations under the DB Agreement;
 - (b) materially and adversely affect or impair the DB Work; or
 - (c) result in the occurrence of a Constructor Default by the Constructor under the DB Agreement;

and which has not been Disclosed.

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2. The Constructor has sufficient title to all assets necessary from time to time to implement the DB Work in accordance with the DB Agreement.
3. There are no leases, licences, restrictions, covenants, easements or other rights affecting the DB Work which will or may prevent, hinder or delay in any material respect the carrying out of the DB Work.
4. The Constructor has or will have available to it as and when required all of the Permits which are necessary to carry out the DB Work.
5. The Constructor has the right to use, or has entered into a binding agreement under which it will acquire or have the right to use, all Intellectual Property Rights necessary for it to perform its obligations under the DB Agreement and no third party has asserted any adverse claim to any such Intellectual Property Rights.
6. To the best of the Constructor's knowledge (after all due enquiry), no Intellectual Property Right owned by the Constructor or any third party and necessary for the Constructor to perform its obligations under the DB Agreement is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.
7. The Constructor has taken all formal and procedural actions (including payment of fees) required to maintain any material Intellectual Property Rights owned by the Constructor.
8. The Constructor is in compliance in all material respects with the provisions of the DB Agreement.
9. The DB Work has progressed to the point indicated in the attached documents and meets or is ahead of the progress required pursuant to Schedule 3 [Project Schedule] of the DB Agreement or any submitted Late Completion Plan or Reinstatement Plan.
10. The itemized costs, fees and taxes detailed in the attached documents have been properly expended and the amount requested to be drawn by this Draw Request is for payment for the cost of work actually performed by the Constructor.
11. The DB Work carried out to the date of this Draw Request is in accordance with the Constructor's obligations under the DB Agreement.
12. All of the Constructor's Subcontractors have been paid in full all amounts which are due and owing as of the pay period immediately preceding the date of this Draw Request except for holdbacks required to be made by the Constructor under the DB Agreement and pursuant to the *Builders Lien Act* (British Columbia), if applicable.
13. Except as Disclosed, no Adverse Claims exist against the DB Work.
14. The Constructor is entitled to payment in the amount requested in this Draw Request.
15. No Constructor Default has occurred which is continuing.

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16. Except as Disclosed, no event or circumstance exists which has materially and adversely affected or impaired, or could reasonably be expected to materially and adversely affect or impair:
- (a) the ability of the Constructor to perform the DB Work; or
 - (b) the ability of either Guarantor to perform its obligations under its respective Guarantee.

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

EXECUTED AND DELIVERED as of the date first written above.

KIEWIT/FLATIRON, GENERAL PARTNERSHIP
by its managing partner:

PETER KIEWIT SONS CO.

By: _____
Name:
Title: