

**SCHEDULE 21
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In this Schedule, “certified” means that the relevant document is certified (for and on behalf of the Primary Contractor or the Province, as the case may be, and without personal liability) by an officer, director or authorized signatory or representative of (in the case of documents delivered pursuant to Part 1 of this Schedule) the Primary Contractor or (in the case of documents delivered pursuant to Part 2 of this Schedule) the Province as a true, complete and correct copy in full force and effect and unamended as of the date of the relevant certificate.

Part 1

DOCUMENTS TO BE DELIVERED BY PRIMARY CONTRACTOR

Unless an original document is specifically referred to below, the Primary Contractor shall deliver a certified copy (or an original) of each of the following documents in accordance with Section 2.18 (in the case of all documents, whether original or certified copies, in such form and substance as shall be satisfactory to the Province in its discretion) (provided that (unless a certified copy of such document is delivered by the Primary Contractor) any document delivered that includes or only contains signature pages with signatures that are not original shall, if the parties (or their counsel) so agree, be deemed to satisfy the Primary Contractor’s delivery obligations under this Part 1, provided that such pages with signatures that are original are delivered after the Effective Date):

- (a) an original of this Agreement executed by the Primary Contractor;
- (b) the Principal Subcontracts, executed by the parties thereto (other than Thales);
- (c) the Guarantees, executed by the parties thereto;
- (d) the performance securities to be issued pursuant to the Principal Subcontracts, being the Construction Liquidity Letter of Credit (as defined in the Design-Build Contract);
- (e) an original of the Collateral Agreements with the Principal Subcontractors, executed by all parties thereto (other than Thales, the Province and BCTFA);
- (f) the SLCW/SELI JV Amending Agreement, relating to, among other things, the ownership of assets to be used by the relevant Principal Subcontractors in performing their obligations under the Principal Subcontract referred to in paragraph (c) of the definition thereof in Section 1.1 of Schedule 1, executed by the parties thereto;
- (g) the Initial Senior Lending Agreements, executed by the parties thereto (other than the swap confirmation referred to in paragraph 2 of Schedule 20 [Initial Senior Lending Agreements], which may be delivered after the Effective Date);
- (h) an original of the Lenders’ Remedies Agreement, executed by the parties thereto (other than the Province and BCTFA);
- (i) an original insurance binder including the terms of the relevant policies for the Required Insurance required to be taken out by the Primary Contractor with effect from the Effective Date;
- (j) an original independent Financial Model audit report addressed to the Province;
- (k) an original certificate of an officer of the Primary Contractor certifying true copies of the following:
 - (i) all constating documents of the Primary Contractor;

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- (ii) incumbency of the officers of the Primary Contractor; and
 - (iii) resolution of the board of directors of the Primary Contractor authorizing the execution and delivery of all Project Documents to which the Primary Contractor is a party;
- (l) an original certificate of an officer of each Principal Subcontractor (other than Thales) (or (in the case of Graham) the members of the joint venture) and each Guarantor of a Principal Subcontractor certifying true copies of the following:
- (i) all constating documents of such person;
 - (ii) incumbency of the officers of such person; and
 - (iii) resolution of the board of directors of such person authorizing the execution and delivery of all Project Documents to which such person is a party;
- (m) an original certificate of an officer of Holdco certifying true copies of the following:
- (i) all constating documents of Holdco;
 - (ii) incumbency of the officers of Holdco; and
 - (iii) resolution of the board of directors of Holdco authorizing the execution and delivery of all Project Documents to which Holdco is a party;
- (n) an original certificate of good standing or equivalent of each of the following:
- (i) the Primary Contractor;
 - (ii) the Principal Subcontractors (other than Thales) or (in the case of Graham) the members of the joint venture;
 - (iii) the Guarantors of the Principal Subcontractors; and
 - (iv) Holdco;
- (o) an original opinion, addressed to the Province and BCTFA, of counsel to each of the following as to the formation, including due incorporation or formation of such person, the due authorization, execution and delivery by such person of all Project Documents to which such person is a party and the enforceability of the terms of all Project Documents to which such person is a party against such person:
- (i) the Primary Contractor;
 - (ii) the Principal Subcontractors (other than Thales) or (in the case of Graham) the members of the joint venture;
 - (iii) the Guarantors of the Principal Subcontractors; and
 - (iv) Holdco;

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- (p) an original opinion, addressed to the Province and BCTFA, of counsel to the Agent as to the due authorization, execution and delivery of the Lenders' Remedies Agreement and the Senior Lending Agreements;
- (q) an original agreement to be bound by the Escrow Agreement pursuant to which the Primary Contractor agrees to be bound by the terms of the Escrow Agreement, executed by all the parties to the Escrow Agreement (other than the Province and the Escrow Agent (as defined therein)) and the Primary Contractor;
- (r) an original undertaking in the form set out in Part 3 of this Schedule, executed by the Primary Contractor, Holdco and SNC Group;
- (s) the Interface Agreement among all Principal Subcontractors (other than Thales), executed by the parties thereto; and
- (t) such other documents as the parties may agree, each acting reasonably.

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Part 2

DOCUMENTS TO BE DELIVERED BY THE PROVINCE AND BCTFA

Unless an original document is specifically referred to below, the Province shall deliver a certified copy (or an original) of each of the following documents in accordance with Section 2.18 (provided that (unless a certified copy of such document is delivered by the Province) any document delivered that includes or only contains signature pages with signatures that are not original shall, if the parties (or their counsel) so agree, be deemed to satisfy the Province's delivery obligations under this Part 2, provided that such pages with signatures that are original are delivered after the Effective Date):

- (a) an original of this Agreement, executed by the Province and BCTFA;
- (b) an original of the Collateral Agreements with the Principal Subcontractors, executed by the Province and BCTFA;
- (c) an original of the Collateral Agreement referred to in paragraph (b) of the definition thereof in Section 1.1 of Schedule 1, executed by Thales;
- (d) an original of the Lenders' Remedies Agreement, executed by the Province and BCTFA;
- (e) an original of the agreement to be bound referred to in paragraph (q) of Part 1 of this Schedule, executed by the Province;
- (f) Guarantees and Indemnities Regulation letter from the Ministry of Finance regarding the indemnities provided by the Province under the Province Project Documents;
- (g) Order in Council under the *Transportation Act* (British Columbia) authorizing the BCTFA to enter into the Project Agreement and the other Project Documents to which BCTFA is a party;
- (h) certificate of fact of the Deputy Minister of Transportation and Infrastructure;
- (i) certificate of an officer of BCTFA certifying a true copy of a resolution of the directors of BCTFA authorizing the execution and delivery of all Project Documents to which BCTFA is a party;
- (j) an original of the ATC Supply Contract, executed by Thales;
- (k) an original of the Lender PS Direct Agreement relating to the ATC Supply Contract, executed by Thales;
- (l) an original of the certificates of insurance required under the ATC Supply Contract, as provided by Thales;
- (m) an original certificate of an officer of Thales certifying true copies of the following:
 - (i) all constating documents of Thales;
 - (ii) incumbency of officers of Thales; and

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- (iii) resolution of the board of directors of Thales authorizing execution and delivery of all Project Documents to which Thales is a party;
- (n) an original certificate of good standing or equivalent of Thales;
- (o) an original opinion, addressed to the Province, of counsel for Thales as to the formation, including due incorporation or formation of Thales, the due authorization, execution and delivery by Thales of all Project Documents to which Thales is a party and the enforceability of the terms of all Project Documents to which Thales is a party against Thales; and
- (p) such other documents as the parties may agree, each acting reasonably.

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Part 3

SHAREHOLDER UNDERTAKING

THIS SHAREHOLDER UNDERTAKING dated as of τ, 2012

WHEREAS:

A. Evergreen Rapid Transit Holdings Inc. (the “**Primary Contractor**”), Her Majesty the Queen in right of the Province of British Columbia (the “**Province**”) and BC Transportation Financing Authority (“**BCTFA**”) have entered into a Design Build Finance Agreement dated of even date herewith (the “**Project Agreement**”) with respect to the Project which is commonly known as the Evergreen Line Rapid Transit Project.

B. Each of the undersigned (other than the Primary Contractor) has a financial interest in the Primary Contractor and, accordingly, will be benefited by the award of the Project Agreement to the Primary Contractor.

C. It is a requirement of the award of the Project Agreement to the Primary Contractor that the undersigned enter into this Shareholder Undertaking in favour of the Province and the BCTFA.

WITNESS in consideration of the premises and the sum of TEN DOLLARS (\$10.00) paid to each of the undersigned by the Province and BCTFA, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, each of the undersigned jointly and severally covenants and undertakes in favour of the Province and BCTFA as follows:

1. Capitalized terms used in this Shareholder Undertaking which are not defined herein have the meanings set out in the Project Agreement and this Shareholder Undertaking shall be interpreted and construed in accordance with the provisions of Schedule 1 [Definitions and Interpretation] of the Project Agreement, in each case notwithstanding the occurrence of the Termination Date or the Expiry Date.
2. Notwithstanding the occurrence of the Termination Date or the Expiry Date:
 - (a) SNC Group shall not cause or permit itself, Holdco or the Primary Contractor either:
 - (i) to be voluntarily dissolved or voluntarily wound up; or
 - (ii) to cease to exist;
 - (b) each of the undersigned shall ensure that no circumstance arises which would permit the extraprovincial registration in British Columbia of Holdco or the Primary Contractor to be cancelled as a result of any failure to comply with the requirements of the *Business Corporations Act* (British Columbia) or regulations thereunder; and
 - (c) SNC Group shall not cause or permit a Primary Contractor Default as specified in Section 14.1(b)(i) or 14.1(b)(ii) of the Project Agreement,

without, in the case of any of Sections 2(a), 2(b) or 2(c) of this Shareholder Undertaking, the prior written consent of the Province, in its discretion, until after the occurrence of the later of:
 - (d) the fifteenth anniversary of the Expiry Date; and

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- (e) the date upon which any Claim made by the Province or any Province Indemnified Person prior to the fifteenth anniversary of the Expiry Date has been irrevocably discharged or satisfied in full or all rights of appeal in respect of such Claim have been exhausted or have expired.
3. This Shareholder Undertaking may be assigned by the Province and/or BCTFA to a Qualified Governmental Entity provided that such assignment occurs concurrently with the assignment of the Project Agreement to such Qualified Governmental Entity in accordance with Section 18.4 of the Project Agreement.
4. The undersigned shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents, assignments, waivers, licenses and things as the Province or BCTFA may reasonably request for the purpose of giving effect to this Shareholder Undertaking or for the purpose of establishing compliance by the undersigned with their respective obligations under this Shareholder Undertaking.
5. Any notice or other communication required or permitted to be given, made or issued under this Shareholder Undertaking must be in writing signed by the providing party and delivered by hand, sent by a recognized courier service (with delivery receipt requested), or transmitted by facsimile transmission to the address or facsimile transmission number of each party set out below:

- (a) if to the Province or BCTFA:

Ministry of Transportation and Infrastructure
5B – 940 Blanshard Street
Victoria, B.C.
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

BC Transportation Financing Authority
c/o Ministry of Transportation and Infrastructure
5B – 940 Blanshard Street
Victoria, B.C.
V8W 3E6

Attention: The Chief Executive Officer
Facsimile: (250) 387-6431

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

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(b) if to any of the Primary Contractor, Holdco or SNC Group:

Evergreen Rapid Transit Holdings Inc.
Suite 1800, 1075 West Georgia Street
Vancouver B.C.
V6E 3C9

Attention: Robert Rollin
Copy: Hannelie Stockenstrom
Facsimile: (604) 662-7688

With an electronic copy, for information purposes only, to:

generalcounsel@snclavalin.com
corporatesecretary@snclavalin.com
president.EGRTC@snclavalin.com

SNC-Lavalin Evergreen Line Holdings Inc.
Suite 1500, 1075 West Georgia Street
Vancouver, B.C.
V6E 3C9

Attention: Jussi Jaakkola
Copy: Hannelie Stockenstrom
Facsimile: (604) 662-7688

With an electronic copy, for information purposes only, to:

generalcounsel@snclavalin.com
corporatesecretary@snclavalin.com
president.SERT@snclavalin.com

SNC-Lavalin Group Inc.
455 René Lévesque W.
Montreal, QC
H2Z 1Z3

Attention: Arden Furlotte
Copy: Rejean Goulet
Facsimile: (514) 866-5057

With an electronic copy, for information purposes only, to:

generalcounsel@snclavalin.com
corporatesecretary@snclavalin.com

or to such other address in Canada or facsimile transmission number as any party or its representative may, from time to time, designate to the other parties and their representatives in the manner set out above. Any such notice or communication shall be considered to have been received:

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- (i) if delivered by hand or by courier during business hours on a Business Day, when delivered and, if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
 - (ii) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the successful transmission and, if not transmitted during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission.
6. This Shareholder Undertaking is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia, and the laws of British Columbia and the laws of Canada applicable in British Columbia are the proper law of this Shareholder Undertaking.
 7. If any matter in relation to this Shareholder Undertaking is referred to Court or a party initiates a proceeding in Court in relation to this Shareholder Undertaking, the Court, subject to applicable Laws, has exclusive jurisdiction to entertain and determine such matter or proceeding and each of the parties irrevocably submits to the exclusive jurisdiction of the Court.
 8. This Shareholder Undertaking may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the undersigned shall constitute a full, original and binding Shareholder Undertaking for all purposes. Counterparts may be executed either in original or faxed form, provided that if any of the undersigned has provided its signature in faxed form it shall promptly forward to the Province and BCTFA an original signed copy of this Shareholder Undertaking which was so faxed.

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EVERGREEN RAPID TRANSIT HOLDINGS INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SNC-LAVALIN EVERGREEN LINE HOLDINGS INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SNC-LAVALIN GROUP INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title: