

**SCHEDULE 7A**  
**STANDBY LETTER OF CREDIT**

*[See Attached]*

**SCHEDULE 7B**

**(East Warranty Letter of Credit and West Warranty Letter of Credit are attached)**

**[REDACTED]**

EAST WARRANTY LETTER OF CREDIT

Letter of Credit: #[•]

Date: [•]

City of Ottawa  
[•]

Attn: [•]

Dear Sirs/Madams:

**RE: Confederation Line Extension**

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At the request of our client, [•] (“**DB Co**”), we, [insert name and address of issuing bank], hereby issue in favour of the City of Ottawa (the “**City**”), an irrevocable standby letter of credit (the “**Letter of Credit**”) in the amount of [REDACTED].

The amount available under this Letter of Credit is payable to the City at any time, and from time to time, upon (a) receipt by us of a written demand for payment, accompanied by a certificate signed by an officer of the City certifying that the City is entitled to draw on this Letter of Credit pursuant to Section 11.18 of a project agreement dated [•] (as amended from time to time, the “**Project Agreement**”) and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on [insert expiry date] (the “**Expiry Date**”), and the City may call for payment of any amount outstanding under this Letter of Credit at any time up to 5:00 p.m. on that date should this Letter of Credit not be extended.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date, unless, at least 30 days prior to any expiration date, we notify you, in writing, by courier, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount hereunder by means of your demand in accordance with the preceding paragraph.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit #[•].

It is understood that [insert name of issuing bank] is obligated under this Letter of Credit for payments of monies only.

The Project Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) (the “UCP”) with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit.

Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in such Article 36, we shall honour any demand made under this Letter of Credit prior to the Expiry Date, within 30 days after the date on which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, this Letter of Credit shall be governed by and construed in accordance with the laws of the Province of Ontario.

Yours very truly,

**[NAME OF ISSUING BANK]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**WEST WARRANTY LETTER OF CREDIT**

Letter of Credit: #[•]

Date: [•]

City of Ottawa  
[•]

**Attn:** [•]

Dear Sirs/Madams:

**RE: Confederation Line Extension**

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At the request of our client, [•] (“**DB Co**”), we, [insert name and address of issuing bank], hereby issue in favour of the City of Ottawa (the “**City**”), an irrevocable standby letter of credit (the “**Letter of Credit**”) in the amount of [REDACTED].

The amount available under this Letter of Credit is payable to the City at any time, and from time to time, upon (a) receipt by us of a written demand for payment, accompanied by a certificate signed by an officer of the City certifying that the City is entitled to draw on this Letter of Credit pursuant to Section 11.18 of a project agreement dated [•] (as amended from time to time, the “**Project Agreement**”), and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on [insert expiry date] (the “**Expiry Date**”), and the City may call for payment of any amount outstanding under this Letter of Credit at any time up to 5:00 p.m. on that date should this Letter of Credit not be extended.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date, unless, at least 30 days prior to any expiration date, we notify you, in writing, by courier, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount hereunder by means of your demand in accordance with the preceding paragraph.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit #[•].

It is understood that [insert name of issuing bank] is obligated under this Letter of Credit for payments of monies only.

The Project Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) (the “UCP”) with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit.

Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in such Article 36, we shall honour any demand made under this Letter of Credit prior to the Expiry Date, within 30 days after the date on which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, this Letter of Credit shall be governed by and construed in accordance with the laws of the Province of Ontario.

Yours very truly,

**[NAME OF ISSUING BANK]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 7C

REMAINING WORKS LETTER OF CREDIT

[REDACTED]

Letter of Credit: #[•]

Date: [•]

City of Ottawa  
[•]

**Attn:** [President and Chief Executive Officer]

Dear Sir/Madam:

**RE: Confederation Line Extension**

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At the request of our client, [•] (“DB Co”), we, [insert name and address of issuing bank], hereby issue in favour of the City of Ottawa (the “City”), as beneficiary, an irrevocable standby letter of credit (the “Letter of Credit”) in the amount of [REDACTED].

The amount available under this Letter of Credit is payable to the City, at any time and from time to time, upon (a) receipt by us of a written demand for payment, accompanied by a certificate signed by an officer of the City certifying the City is entitled to draw on this Letter of Credit pursuant to Section 11.18A of a project agreement dated [•] (as amended from time to time, the “Project Agreement”), and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on [insert expiry date] (the “Expiry Date”), and the City may call for payment of any amount outstanding under this Letter of Credit at any time up to 5:00 p.m. on that date should this Letter of Credit not be extended.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date, unless, at least 30 days prior to any expiration date, we notify you, in writing, by courier, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount hereunder by means of your demand.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit #[•].

It is understood that **[insert name of issuing bank]** is obligated under this Letter of Credit for payments of monies only.

The Project Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) (the “UCP”) with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit. Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in such Article 36, we shall honour any demand made under this Letter of Credit prior to the Expiry Date, within 30 days after the date on which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, this Letter of Credit shall be governed by and construed in accordance with the laws of the Province of Ontario.

Yours very truly,

**[NAME OF ISSUING BANK]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: