

SCHEDULE 25

INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS

1. WORKS PHASE INSURANCE COVERAGE

1.1 Subject to Section 6, from and after execution of this Project Agreement and until the later of the (i) East Substantial Completion Date, or (ii) West Substantial Completion Date, DB 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 25:

- (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 Section 6, from and after execution of this Project Agreement and until the later of the (i) East Substantial Completion Date, or (ii) West Substantial Completion Date, DB 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 to this Schedule 25:

- (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 Works) with respect to off-site 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.

2. NO LIMIT ON RECOVERY

2.1 Notwithstanding any other provision of this Project Agreement, it is hereby agreed that the limits of liability specified in this Schedule 25 for insurance policies, whether such policies are required to be obtained by the City or by DB Co, shall in no way limit DB Co’s liability or obligations to the City or the City’s liability or obligations to DB Co, as applicable.

3. ADDITIONAL COVER

- 3.1 Without prejudice to the other provisions of this Schedule 25, the City and DB Co shall, at all relevant times and at their own expense, obtain and maintain those insurances which they are required to obtain and maintain by Applicable Law, or that they consider necessary.
- 3.2 The City reserves the right to require DB 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 Works, 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.

4. RESPONSIBILITY FOR DEDUCTIBLES

- 4.1 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 DB Co is required to maintain under this Schedule 25. 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.

5. COOPERATION WITH INSURER'S CONSULTANT

- 5.1 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 this Project Agreement, then the City and DB Co shall, and shall require the City Parties and the DB Co Parties, respectively, 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 DB Co and the City (or, as applicable, and if reasonably required by the insurer, between DB Co and those engaged by or through DB Co).

6. UNINSURABLE RISKS

- 6.1 The term "Uninsurable Risk" means a risk, or any component of a risk, against which DB Co is required to insure pursuant to this Schedule 25 and for which, at any time after the date of this Project Agreement, either:
- (a) the insurance required pursuant to this Schedule 25 (including the terms and conditions specified for such insurance herein) is not available in relation to that risk from insurers licensed in the Province of Ontario; 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 Canadian insurance market.

- DB Co has the onus of demonstrating, to the City's reasonable satisfaction that the foregoing definition applies to a particular risk.
- 6.2 DB 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.
- 6.3 DB Co and the City shall, as soon as possible following the provision of the notice referred to in Section 6.2, meet to discuss, in good faith, the appropriate means by which the Uninsurable Risk should be managed and, if DB Co and the City are able to agree to alternative arrangements, the Uninsurable Risk shall be managed in accordance with such alternative arrangements.
- 6.4 In the event that DB 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 6.2, 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 installments over the course of such year, from the payment or payments otherwise due to DB 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 this Project Agreement shall continue in full force and effect; or
 - (b) terminate this Project Agreement in accordance with Section 38 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 38 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 DB Co an amount equal to the Non-Default Termination Sum.
- 6.5 On the occurrence of an Uninsurable Risk, the City may, in its absolute discretion, either:
- (a) pay to DB Co an amount equal to the insurance proceeds that would have been payable to DB Co in connection with such Uninsurable Risk had the relevant insurance continued to be available, in which case this Project Agreement shall continue in full force and effect; or
 - (b) terminate this Project Agreement in accordance with Section 38 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 38 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 DB Co an amount equal to the Non-Default Termination Sum.
- 6.6 With respect to any Uninsurable Risk:
- (a) DB 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 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 6.6(a), DB Co shall be relieved of its obligation to maintain insurance in respect of the Uninsurable Risk.

6.7 Where a risk which was previously an Uninsurable Risk ceases to be so, DB Co shall, at its own expense, obtain and maintain insurance in accordance with the requirements of this Schedule 25 in respect of the risk and the provisions of this Section 6 shall no longer apply to such risk.

7. TOTAL OR SUBSTANTIAL DESTRUCTION

7.1 In the event of damage to, or destruction of, all or substantially all of the Project for which there is coverage under an insurance policy, any insurance proceeds received by DB Co shall first be applied so as to ensure the performance by DB Co of its obligations under this Project Agreement, including, where appropriate, the reinstatement, restoration or replacement of the Project or any other assets, materials or goods necessary or desirable for the carrying out of the Works, all in accordance with the terms of the Insurance Trust Agreement.

8. SUBCONTRACTORS

8.1 DB Co shall require that all Subcontractors are covered by, or obtain, the insurance described in this Schedule 25, provided that DB Co shall determine the applicable limits to be obtained for such insurance. DB Co shall be solely responsible and liable for any damages which the City may suffer as a direct result of DB Co's failure to comply with the foregoing.

8.2 If DB Co receives notice that any Subcontractor employed by or through DB Co is not covered by any insurance required by this Schedule 25 to be obtained by DB Co, DB Co shall:

- (a) ensure that such insurance coverage is put in place;
- (b) remove the Subcontractor from the Site and ensure that such Subcontractor does not perform any further part of the Works 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 25, replace the Subcontractor with a new Subcontractor who can obtain the required insurance coverage; it being acknowledged by DB Co that the requirements and restrictions set forth in the Project Agreement regarding new and replaced Subcontractors shall be complied with.

9. RENEWAL

9.1 DB 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 by DB Co pursuant to this Schedule 25, evidence of the renewal of each such policy satisfactory to the City, acting reasonably.

10. NAMED AND ADDITIONAL INSUREDS AND WAIVER OF SUBROGATION

10.1 All insurance provided by DB Co, shall:

- (a) include DB Co, the City and Lenders as Named Insureds to the extent specified in Appendix A of this Schedule 25;
- (b) include the City, MOI, MTO, Province, Railway Company, RTG, Utility Company and Lenders as Additional Insureds, or loss payees with the Lenders' Agent as loss payee and as an Additional Insured, as their interests may appear, to the extent of their respective insurable interests to the extent specified in Appendix A of this Schedule 25;
- (c) except with respect to the Automobile Liability, Comprehensive Crime and WSIB specified in Appendix A to this Schedule 25, contain a waiver of subrogation as against the City and their respective shareholders, officials, directors, officers, employees, servants, consultants (other than Design Consultants) and agents;
- (d) contain a breach of warranty provision whereby a breach of a condition by DB Co will not eliminate or reduce coverage for any other insured; and
- (e) be primary insurance with respect to any similar coverage provided by any insurance obtained by or available to the City or Lenders, without any right of contribution of any insurance carried by the City or Lenders.

11. CERTIFICATES OF INSURANCE AND CERTIFIED COPIES OF POLICIES

- 11.1 Prior to the execution of the Project Agreement, DB 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.
- 11.2 Prior to the execution of the Project Agreement, DB 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, exclusive of those contents that are not relevant to the Project, of all relevant insurance policies will be subsequently provided to the City no later than 90 days after execution of this Project Agreement.

12. FAILURE TO MEET INSURANCE REQUIREMENTS

- 12.1 If DB Co fails to obtain or maintain the insurance required by this Schedule 25, fails to furnish to the City a certified copy of each policy required to be obtained by this Schedule 25 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 DB Co, and the cost thereof shall either, at the City's option, be payable by DB Co to the City on demand or be deducted by the City from the next payment or payments otherwise due to DB Co.
- 12.2 If coverage under any insurance policy required to be obtained by DB Co should lapse, be terminated or be cancelled, then, if directed by the City, all work by DB Co shall immediately cease until satisfactory evidence of renewal is produced.

13. MODIFICATION OR CANCELLATION OF POLICIES

- 13.1 Except as noted in Appendix A to this Schedule 25, all insurance provided by DB 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 address specified, to the City 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.

- 13.2 All insurance provided by DB 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 address specified, to the City and the Lenders' Agent.
- 13.3 With respect to insurances described in Section 1.1 (a), (b) and (c) and Section 1.2 (d), breach of any of the terms or conditions of the policies required to be provided by DB 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, the Lenders or any other Insured, but only to the extent that such breach is not known to these parties.

14. INSURERS

- 14.1 All policies of insurance to be obtained by DB Co in accordance with this Schedule 25 shall be issued by financially sound Insurers acceptable to the City and Lenders, acting reasonably, and, where required by statute, be licensed to insure such risk in the Province of Ontario.
- 14.2 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 25.

15. POLICY TERMS AND CONDITIONS

- 15.1 All policies of insurance to be obtained by DB Co in accordance with this Schedule 25 shall be in form and substance satisfactory to the City, its insurance advisors and Lenders, acting reasonably.
- 15.2 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.

16. FAILURE TO COMPLY

- 16.1 Neither failure to comply nor full compliance by DB Co with the insurance provisions of this Schedule 25 shall relieve DB Co of its liabilities and obligations under this Project Agreement.

17. PERFORMANCE SECURITY REQUIREMENTS

[REDACTED]

18. INSURANCE TRUST AGREEMENT

- 18.1 All losses under the “All Risks” Course of Construction Property Insurance policy, including Boiler & Machinery Insurance carried by DB Co prior to the later of (i) East Substantial Completion, or (ii) West Substantial Completion, which, in each case, relate to equipment purchased by the City, shall be payable solely to the City and shall not be payable to the Account Trustee or distributed pursuant to the Insurance Trust Agreement.

APPENDIX A TO SCHEDULE 25

INSURANCE REQUIREMENTS

Works Phase Insurance – Confederation Line Extension

From execution of the Project Agreement until each Substantial Completion Date, as applicable (Insurance for Works Phase)

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

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
<p>“All Risks” Course of Construction Property Including Boiler and Machinery</p>	<p>\$(REDACTED), including Property of Every Description and all other property and equipment supplied by the City or the City Parties for incorporation into the Project.</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, landslide or 	<p>(REDACTED)% of loss value / \$(REDACTED) minimum Earthquake</p> <p>\$(REDACTED) Contractors’ Equipment (Equipment used in Tunnelling – subject to Insurer approvals)</p> <p>\$(REDACTED) Flood/Water Damage</p> <p>\$(REDACTED) Underground Losses</p> <p>\$(REDACTED) Testing and Commissioning</p> <p>\$(REDACTED) All other losses</p>	<p>“All Risks” Course of Construction Property Insurance covering the full insurable replacement cost of the Works including cold and hot testing / commissioning, of Boiler & Machinery 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 or the Lenders.</p>	<p>TBD</p>

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
	<ul style="list-style-type: none"> subsidence (to policy limit with annual aggregate) • Electronic Data Processing equipment and media, including data restoration and re-creation costs • Transit • Unnamed locations • Bylaws (with respect to Existing or Renovated Buildings) (minimum • [\$[REDACTED] sub-limit) • Debris Removal (minimum [\$[REDACTED] sub-limit) • Off Premises Services ([\$[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/or LEED Upgrades (minimum [\$[REDACTED] sub-limit) • Defence Costs ([\$[REDACTED] sub-limit) • Radioactive contamination caused by sudden and accidental release of radioactive isotopes (resulting from an 	<p>48 hour waiting period applicable to Off Premises Services Service Interruption</p>		

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
	accident to measuring, testing or medical equipment and subject to a \$[REDACTED] sub-limit) <ul style="list-style-type: none"> • Contamination Clean-up or Removal (minimum \$[REDACTED] sub-limit) • Ammonia Contamination (minimum \$[REDACTED] sub-limit) • LEED Recertification, Commissioning, Testing Expenses (minimum \$[REDACTED] sub-limit) • Civil Authority Access Interruption (8 weeks) • Prevention of Ingress/Egress (8 weeks) • Permission for Partial Occupancy prior to Substantial Completion • Cost of Project Financing (12 Months), included in Soft Costs coverage • Margin of Profit Extension for Contractors • Testing and Commissioning (120 day limitation each component) Permitted Exclusions: <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 			

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
			<ul style="list-style-type: none"> • War risk • Terrorism • Nuclear or radioactive contamination, except re radioactive isotopes intended for scientific, medical, industrial or commercial use • Contractors' equipment (unless values are declared and risk accepted by Insurers – Contractors' Equipment Endorsement noted) • Sanctions Clause • Munich Re 101 Endorsement • Munich Re 121 Endorsement 	

Comments

- Named Insured includes DB Co, Lenders, Lenders' Agent, the Construction Contractor, subcontractors, sub-subcontractors, consultants, sub-consultants, and the City, 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:
 - 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 Project
 - Losses payable in accordance with the Insurance Trust Agreement
 - Waiver of subrogation against all Named and Unnamed Insureds, including but not limited to DB Co, the City, Province, MTO, MOI, the Construction Contractor, 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

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
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Underwriters Principal underwriters in compliance with Clause 14 of this Schedule 25.

Works Phase Insurance – Confederation Line Extension

From execution of the Project Agreement until each Substantial Completion Date, as applicable (Insurance for Works Phase)

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

Type	Amount	Maximum Deductible(s)	Principal Cover	Estimated Premium
<p>“Wrap-Up” Commercial General Liability and Non-Owned Automobile Liability</p>	<p>[\$REDACTED] each occurrence, and in the annual 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] Unmanned Aerial Vehicles • [\$REDACTED] Legal Liability for Damages To Non-owned Automobiles (SEF 94) • [\$REDACTED] / [\$REDACTED] 	<p>[\$REDACTED] per occurrence</p> <p>[\$REDACTED] per claim with respect to Contractors Rework</p> <p>[\$REDACTED] per claim with respect to each SEF 94, Tenants’ Legal Liability, Employee Benefits Administrative Errors and Omissions and Prairie or Forest Fire Fighting Expenses</p>	<p>“Wrap-Up” Commercial General Liability and Non-Owned Automobile Liability insurance covering all construction operations 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 extension for a period of not less than 24 months, effective from the East Substantial Completion Date, and West Substantial Completion Date, as applicable.</p> <p>Sudden and Accidental Pollution 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</p>	

Type	Amount	Maximum Deductible(s)	Principal Cover	Estimated Premium
	Medical Payments		carried by the City, MTO, MOI or the Lenders.	
	Principal Extensions:			
	<ul style="list-style-type: none"> • Owner’s and Contractor's Protective • Blanket Contractual (written and oral) • Direct and Contingent Employers Liability • Employee Benefits Administrative Errors and Omissions • 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 / tunneling / grading and similar operations associated with the Project, as applicable • 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 DB Co • Non-Owned Automobile Liability • Tenants' Legal Liability (All Risks) – subject to sub-limit • Medical Expenses – subject to sub-limit 			

Type	Amount	Maximum Deductible(s)	Principal Cover	Estimated Premium
	<ul style="list-style-type: none"> • 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 • Accident Benefits • Worldwide Territory, subject to suits being brought in Canada or the US • Use of Drones 			
	<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 			

Works Phase Insurance – Confederation Line Extension

From execution of the Project Agreement until each Substantial Completion Date, as applicable (Insurance for Works Phase)

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

Type	Amount	Maximum Self Insured Retention	Principal Cover	Estimated Premium
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 • Mitigation 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 	<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 design and construction of the Project from beginning of first design, through the entire construction period plus coverage for an extended reporting period of not less than 36 months effective the East Substantial Completion Date and West Substantial Completion Date, as applicable.</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, MTO, MOI or the Lenders.</p>	

Type	Amount	Maximum Self Insured Retention	Principal Cover	Estimated Premium
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- 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

Comments

- Named Insured: DB Co (as applicable), 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

Underwriters Principal underwriters in compliance with Clause 16 of this Schedule 25.

Works Phase Insurance – Confederation Line Extension

From execution of the Project Agreement until each Substantial Completion Date, as applicable (Insurance for Works Phase)

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

Type	Amount	Maximum Deductible(s)	Principal Cover	Estimated Premium
<p>Project Specific Pollution Liability (combined Contractors' Pollution Liability and Pollution Legal Liability):</p>	<p>[\$REDACTED] per claim and in the aggregate for all claims, inclusive of defense and all costs and expenses</p> <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Hazardous Substances occurring at or emanating from the Project during the Policy period • Microbial Matter (including Fungus/Mould) • Underground/above-ground storage tanks • First Party Restoration and Clean-up Costs • Disposal Site Extension, including Transportation (reporting required) • Duty to Defend • Canada and US Territory • Contractual Liability • Emergency Response Costs <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> • Terrorism 	<p>[\$REDACTED] per claim inclusive of defense and all costs and expenses</p>	<p>Pollution Liability insurance covering third party bodily injury, property damage consequential loss or damage, including clean-up and restoration costs, both at the Site and off-Site, as required.</p> <p>Extended Reporting Period: Minimum of 36 months after East Substantial Completion Date and West Substantial Completion Date, as applicable.</p> <p>This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City, MTO, MOI or the Lenders.</p>	

Works Phase Insurance – Confederation Line Extension

From execution of the Project Agreement until each Substantial Completion Date, as applicable (Insurance for Works Phase)

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

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
Automobile Liability	<p>[\$REDACTED] (Minimum) for DB Co and DB Co’s Construction Contractor vehicles</p> <p>[\$REDACTED] (Minimum) for vehicles of any other subcontractors, sub-subcontractors, consultants, and sub-consultants, and workmen, tradesmen or other persons working on or at the Site</p>		<p>Standard Ontario Owners Form for all vehicles operated by DB Co, the Construction Contractor, all subcontractors, sub-subcontractors, consultants and sub-consultants in connection with the Project.</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, MTO, MOI and 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 DB Co and DB 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</p>	
For DB Co, the	[\$REDACTED] each occurrence and in the			

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
<p>Construction Contractor, all subcontractors, sub-subcontractors, consultants and sub-consultants, including Direct and Contingent Employers Liability, Products and Completed Operations Liability, and the City's and Contractor's Protective extensions</p>	<p>annual aggregate with respect to Broad Form Completed Operations for any other contractor, subcontractors, sub-subcontractors, consultants and sub-consultants, workmen, tradesmen, or other persons involved in the Works</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 (DB Co and DB Co's Construction Contractor):</p> <ul style="list-style-type: none"> • Full policy limits with respect to Non-Owned Automobile Liability • \$[REDACTED] Prairie or Forest Fire Fighting Expenses <p>Principal Extensions (required to be provided by the DB Co. and its Construction Contractor; shall be endeavoured to be provided by any other contractor, subcontractors, sub-subcontractors, consultants, sub-consultants, workmen, tradesmen or other persons involved in the Works):</p>		<p>including Broad Form Products and Completed Operations Liability.</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>This insurance shall be maintained in effect during the Works phase until twelve (12) months following the earlier of the termination of the insured's person's involvement in the Works and East Substantial Completion Date and West Substantial Completion Date, as applicable.</p> <p>Policies shall be endorsed to preclude cancellation, except upon 90 days prior written notice provided to the City, MTO, MOI and the Lenders.</p>	

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
<ul style="list-style-type: none"> • The City'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 as applicable • 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 suits 				

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
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 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 Project Site • 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 				

Comments

- The City and the Lenders will be identified as Additional Insureds or insured clients of DB Co and its Affiliates

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
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, MTO, MOI and the Lenders.	

Comments

- The City, MTO, MOI and the Lenders will be identified as Additional Insureds or insured clients of DB Co and its Affiliates

“All Risks” Ocean Marine Cargo (If any exposure)	[REDACTED]% Replacement Cost Valuation basis	\$[REDACTED]	Property of Every Description destined for incorporation into the Project, during marine transit, on a full replacement value basis, with no co-insurance provision. This coverage shall be primary with respect to the Project without right of contribution of any insurance carried by the City or the Lenders.	
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Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
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Comments

- Named Insured includes DB Co, Lenders, Lenders’ Agent, the Construction Contractor, subcontractors, sub-subcontractors, consultants and sub-consultants and the City, as their respective interests may appear.

<p>“All Risks” Contractors’ Equipment</p> <p>To cover DB Co, the Construction Contractor, subcontractors, sub-subcontractors consultants and sub-consultants</p>	<p>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.</p>	<p>“All Risks” coverage on all owned, rented, leased or borrowed contractors’ equipment used at the Project Site.</p>
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Comments:

- Waiver of subrogation rights against DB Co, the City, the Construction Contractor, subcontractors, sub-subcontractors, consultants, sub-consultants, Lenders, Lenders’ Agent as well as officers, directors, shareholders and employees of the foregoing

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
Comprehensive Crime	\$[REDACTED] per loss with respect to Employee Dishonesty		<p>Employee Dishonesty insurance against the fraudulent/dishonest acts of employees of DB Co and DB Co Parties 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>Custodial endorsement extending protection to clients.</p> <p>Insurance primary without right of contribution of any other insurance carried by the City or the Lenders.</p>	
<p>Underwriters (All non-COCIP Works Phase insurances that are to be provided or caused to be provided by DB Co) Principal underwriters in compliance with Clause 14 of this Schedule 25</p>				
WSIB	In accordance with Ontario Act's established benefits and schedules	Not Applicable	(i) DB Co and its Affiliates shall obtain and maintain at DB Co's expense, WSIB Insurance, in accordance with the Province of	

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
			<p>Ontario requirements.</p> <p>(ii) DB Co shall ensure that satisfactory evidence of WSIB Insurance is provided by all DB Co Parties, including all other consultants, sub consultants, contractors, subcontractors, suppliers and tradesmen working at the Site.</p> <p>Prior to commencement of the work, 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 of the entire Project, DB 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, DB Co shall deliver to the City evidence of the WSIB coverage maintained by any person involved in the Works, or</p>	

Type	Amount	Maximum Deductible	Principal Cover	Estimated Premium
			confirmation of that person's exemption from WSIB coverage.	
