

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. **Definitions.** In the Project Agreement, unless the context otherwise requires:
- 1.1 “**6-Month Works Schedule**” means the schedule to be prepared and submitted by Project Co in accordance with Section 22.2 of the Project Agreement.
- 1.2 “**Account Trustee**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.3 “**Actual Relevant Insurance Cost**” has the meaning given in Section 7.1(a) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.4 “**Additional Cash Allowance Amounts**” has the meaning given in Section 23.5(b)(vi) of the Project Agreement.
- 1.5 “**Additional Contractor**” means any independent contractor (not being, for the avoidance of doubt, the Construction Contractor, the O&M Provider, the CPPRW Contractor or Project Co) or the Ministry’s own forces, engaged by the Ministry to carry out the Additional Works.
- 1.6 “**Additional Lands**” has the meaning given in Section 9.8(b)(i) of the Project Agreement.
- 1.7 “**Additional Resources**” means the additional sources of materials located off-Site which are made available by the Ministry to Project Co for the purposes of construction.
- 1.8 “**Additional Works**” means those works or services in relation to the Bypass which are not Works or OM&R Work and which are to be carried out by an Additional Contractor, including works or services to be performed either before or after Substantial Completion.
- 1.9 “**Additional Works Contract**” has the meaning given in Schedule 29 – Additional Works and Third Party Works.
- 1.10 “**Adjusted Estimated Fair Value**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.11 “**Adjusted Highest Qualifying Tender Price**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.12 “**Adjusted Service Payment**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.13 “**Affiliate**” means an “**affiliate**” as that term is used in *The Business Corporations Act* (Saskatchewan) and any successor legislation thereto, and, in the case of Project Co, shall include each of its unitholders, shareholders, partners or owners as the case may be.
- 1.14 “**After-Acquired Lands**” means those lands described in Appendix B to Schedule 17 – Title and Title Encumbrances.

- 1.15 “**Ancillary Documents**” means the Construction Contract, the O&M Contract, the CPPRW Contract and the interface agreement dated on or about the date hereof between Project Co, the Construction Contractor, the O&M Provider and the CPPRW Contractor (as the case may be).
- 1.16 “**Anticipated Phase One Substantial Completion Date**” has the meaning given in Section 25.3(a) of the Project Agreement.
- 1.17 “**Anticipated Substantial Completion Date**” has the meaning given in Section 25.3(a) of the Project Agreement.
- 1.18 “**APEGS**” means the Association of Professional Engineers and Geoscientists of Saskatchewan.
- 1.19 “**Applicable Law**” means:
- (a) any statute or proclamation or any delegated or subordinate legislation including regulations and by-laws;
 - (b) any Authority Requirement; and
 - (c) any judgment of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Saskatchewan,
- in each case, in force in the Province of Saskatchewan, or otherwise binding on Project Co, any Project Co Party, the Ministry, any MHI Party or any Province Person.
- 1.20 “**Appointed Representative**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.21 “**Appointed Representative Notice**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.22 “**Approved Purposes**” means:
- (a) the performance of Governmental Activities (and operations relating to such performance), the obligations of the Ministry under the Project Agreement and/or any other activities of the Ministry or a Governmental Authority in connection with the Bypass and the Lands;
 - (b) following termination of the Project Agreement, the design, construction and/or maintenance of the Bypass, and/or the performance of any other operations the same as, or similar to, the Project Operations; and
 - (c) the development by the Ministry of transportation standards, policies and procedures.
- 1.23 “**As Built Drawings**” means drawings prepared by Project Co in a format and with content and details that the Ministry, acting reasonably, considers appropriate.

- 1.24 “**Asset Management Plan**” has the meaning given in Schedule 15-1 – Technical Requirements – General Information.
- 1.25 “**Associated Liabilities**” has the meaning given in Section 33.6(b) of the Project Agreement.
- 1.26 “**Authority Requirements**” means any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority.
- 1.27 “**Available Lands**” means at any time and from time to time, those lands described in Appendix A to Schedule 17 – Title and Title Encumbrances.
- 1.28 “**Availability Failure**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.29 “**Availability Failure Deduction**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.30 “**Background Check**” means any of:
- (a) a criminal record name check through the Canadian Police Information Center;
 - (b) a check under the security screening program operated by CSIS; and
 - (c) such other background checks as the Ministry might determine from time to time.
- 1.31 “**Background Information**” means any and all drawings, reports (including the Environmental Reports, the Archaeological Reports and the Geotechnical Reports), studies, data, documents, or other information, given or made available to Project Co or any Project Co Party by the Ministry or any MHI Party, or which was obtained from or through any other sources prior to Commercial Close.
- 1.32 “**Bank**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.33 “**Base Case Equity IRR**” means
- 1.34 “**Base Date**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.35 “**Base Relevant Insurance Cost**” has the meaning given in Section 7.1(b) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.36 “**Beneficiary**” has the meaning given in Section 55.3(a) of the Project Agreement.
- 1.37 “**Betterment**” means work performed by a Utility Company or Railway Company for its benefit in relation to the Utility Infrastructure or Railway Infrastructure, as applicable, that is incremental to the scope of work reasonably necessary to permit Project Co to carry out the Project Operations.

- 1.38 “**Business Day**” means any day other than Saturday, Sunday, a statutory holiday in the Province of Saskatchewan or any day on which banks are not open for business in the City of Regina, Saskatchewan.
- 1.39 “**Business Opportunities**” has the meaning given in Section 4.1(a) of the Project Agreement.
- 1.40 “**Bypass**” means:
- (a) all Infrastructure;
 - (b) the Plant;
 - (c) all site services, utilities, roadways and parking areas required to support such Infrastructure and Plant;
 - (d) all supporting systems and improvements; and
 - (e) all other works, improvements, and demolitions to occur on the Lands or the Site,
- in each case required to meet the Technical Requirements and the requirements under the Permits, Licences and Approvals and whether or not in the course of construction, installation or completion.
- 1.41 “**Bypass Condition Report**” has the meaning given in Schedule 21 - Expiry Transition Procedure.
- 1.42 “**Bypass Infrastructure**” at any time means the Existing Bypass Infrastructure and the New Bypass Infrastructure at that time.
- 1.43 “**Bypass Management Committee**” has the meaning given in Section 12.1(a) of the Project Agreement.
- 1.44 “**Bypass User**” means any member of the public, any Province Person and any other person that is on or about the Bypass or is otherwise making use of the Bypass Infrastructure for any purpose.
- 1.45 “**Canadian and Industry Standards**” means, at the applicable time, those standards, practices, methods and procedures applicable to Good Industry Practice.
- 1.46 “**Canadian GAAP**” shall be deemed to be the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada, in any case consistently applied from one period to the next.

- 1.47 “**Capital Expenditure**” means capital expenditure as interpreted in accordance with Canadian GAAP.
- 1.48 “**Cash Allowance Account**” means account _____ at National Bank of Canada.
- 1.49 “**Cash Allowance Items**” means relocation, lowering or protection of the following Utility Infrastructure on the Lands:

Cash Allowance Items	
Utility Company	Utility Infrastructure
Alliance Pipeline Inc.	<ul style="list-style-type: none"> ○ Mainline Pipeline
Enbridge Pipelines Inc.	<ul style="list-style-type: none"> ○ Line 1 ○ Line 2 ○ Line 3 ○ Line 4 ○ Line 13 ○ Line 68
Kinder Morgan Cochin ULC	<ul style="list-style-type: none"> ○ Cochin Mainline ○ Cochin Spur
Spectra Energy Empress LP	<ul style="list-style-type: none"> ○ PTC Mainline ○ PTC Spur
TransCanada Pipelines Ltd.	<ul style="list-style-type: none"> ○ Pipeline 100-1 ○ Pipeline 100-2 ○ Pipeline 100-3 ○ Pipeline 100-4 ○ Pipeline 100-5 ○ Pipeline 100-6
TransGas Ltd.	<ul style="list-style-type: none"> ○ NPS 10 Pipeline (NE20 16-19-W2M) ○ NPS 12 Pipeline (NE34 16-19-W2M) ○ NPS 12 & NPS 8 Pipelines (NW & NE2 17-19-W2M) ○ NPS 12 & NPS 8 Pipelines (NW1 17-19-W2M)
Saskatchewan Power Corporation	<ul style="list-style-type: none"> ○ RE7 ○ RE9-PKS ○ R4C ○ R4C/RE7

	<ul style="list-style-type: none"> ○ B2R/B3R ○ W1R ○ R2C/R5B ○ R1P/R1C ○ CD3/C1F ○ P3C/R4C
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- 1.50 “**Certificate of Recognition**” or “COR” means a certificate issued by the Saskatchewan Construction Safety Association.
- 1.51 “**Certification Services**” has the meaning given in Schedule 6 - Independent Certifier Agreement.
- 1.52 “**Certification Services Variation**” has the meaning given in Schedule 6 - Independent Certifier Agreement.
- 1.53 “**Change in Control**” means, with respect to a person:
- (a) any Change in Ownership, where the effect of such change is to result in control of the decisions made by or on behalf of such person subsequently being with a different entity or entities than prior to such change;
 - (b) any other change in respect of the power to elect a majority of the directors of the person or otherwise control the decisions made on behalf of such person; or
 - (c) any other change of direct or indirect power or authority, through any contractual right or other power or interest with or over a person, to direct or cause to change the direction of the management, actions, decisions or policies of such person.
- 1.54 “**Change in Law**” means the coming into effect or repeal (without re-enactment or consolidation) in Saskatchewan of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Saskatchewan, in each case after the Financial Submission Date.
- 1.55 “**Change in Ownership**” means, with respect to a person, any change in ownership, whether beneficial or otherwise, of any of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.
- 1.56 “**Change of Authorization Event**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.57 “**Change of Authorization Notice**” has the meaning given in Schedule 25 - Insurance Trust Agreement.

- 1.58 “**Checking Team**” has the meaning given in Section 20.7(a) of the Project Agreement.
- 1.59 “**Commercial Close**” means the date of the Project Agreement.
- 1.60 “**Common Terms, Intercreditor and Collateral Trust Agreement**” means the common terms, intercreditor and collateral trust agreement dated on or about the date hereof between, among others, Project Co, as borrower, National Bank of Canada, as administrative agent, Computershare Trust Company of Canada, as indenture trustee and collateral trustee, and the Senior Lenders.
- 1.61 “**Compensation Date**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.62 “**Compensation Event**” has the meaning given in Section 40.1(a) of the Project Agreement.
- 1.63 “**Confidant**” has the meaning given in Section 51.6(a)(i) of the Project Agreement.
- 1.64 “**Confidential Information**” means all confidential and proprietary information which is supplied by or on behalf of a Party, whether before or after Commercial Close.
- 1.65 “**Construction Activities**” means construction, rehabilitation, Reinstatement Work, rectification work, and any other aspect of the Works that:
- (a) comprises the alteration, augmenting, upgrading, construction, completion, testing or commissioning of any part of the Bypass Infrastructure;
 - (b) comprises the assessment of any Bypass Infrastructure;
 - (c) may affect the structural integrity of any Bypass Infrastructure, and including any such aspect of the Works carried out as part of any Force Majeure event, Relief Event, Variation, or Innovation Proposal accepted by the Ministry; or
 - (d) comprises vegetation clearing and grubbing.
- 1.66 “**Construction Certificates**” has the meaning given in Section 24.1 of Schedule 9 – Review Procedure.
- 1.67 “**Construction Contract**” means the construction contract between Project Co and the Construction Contractor dated on or about Financial Close.
- 1.68 “**Construction Contractor**” means Regina Bypass Design Builders, an unincorporated joint venture consisting of Carmacks Enterprises Ltd., Parsons Canada Ltd., Graham Infrastructure LP and VINCI Infrastructure Canada Limited, engaged by Project Co to perform the Works and any substitute construction contractor engaged by Project Co as may be permitted by the Project Agreement.

- 1.69 “**Construction Contractor’s Direct Agreement**” means the direct agreement between the Ministry, Project Co, the Construction Contractor and the Construction Guarantor, in the form set out in Schedule 5-1 - Construction Contractor’s Direct Agreement.
- 1.70 “**Construction Defect**” means any defect, deficiency or fault, including omission, in the relevant Infrastructure (including, without limitation, in the design or construction thereof) and which, in the case of a Construction Defect in relation to the Works, does not, on the Substantial Completion Date, comply with the Technical Requirements.
- 1.71 “**Construction Document Submittals**” has the meaning given in Section 20.3(d)(ii) of the Project Agreement.
- 1.72 “**Construction Guarantor**” means each of Eurovia (SAS), Graham Business Trust, Parsons Corporation and VINCI Construction S.A.S.
- 1.73 “**Construction Latent Defect**” means any Construction Defect that could not reasonably have been ascertained by a competent person in accordance with Good Industry Practice during a visual inspection of such Infrastructure.
- 1.74 “**Construction Management Plan**” means the management plan prepared in accordance with Section 100.8 of Schedule 15-1 – Technical Requirements – General Information, in the form described in Appendix C to Schedule 15-1 – Technical Requirements – General Information.
- 1.75 “**Contamination**” means the presence of any Hazardous Substance in the environment, except Hazardous Substances present in the environment in concentrations below applicable standards as set by Applicable Laws. If Contamination is present in soil, surface water or groundwater, then the soil, surface water or groundwater, as applicable, containing the Contamination shall also be deemed to be Contamination for the purposes of the Project Agreement.
- 1.76 “**Contract Material**” has the meaning given in Schedule 6 - Independent Certifier Agreement.
- 1.77 “**Contract Month**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.78 “**Contract Year**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.79 “**Conveyed Infrastructure**” at any time means Infrastructure constructed by Project Co on the Conveyed Lands as part of the carrying out of the Works and includes any existing Infrastructure located on the Conveyed Lands at Commercial Close that has been altered, upgraded or augmented at that time by the carrying out of the Works, all as more particularly described in Section 200.5.9 of Schedule 15-2 - Technical Requirements – Design and Construction, but particularly excluding Infrastructure and other property of Railway Companies and Utility Companies.
- 1.80 “**Conveyed Infrastructure Defects Warranty Period**” has the meaning given in Section 38.2(a) of the Project Agreement.

- 1.81 “**Conveyed Infrastructure Latent Defects Warranty Period**” has the meaning given in Section 38.2(c) of the Project Agreement.
- 1.82 “**Conveyed Lands**” means those lands where the Conveyed Infrastructure will be located, which are described in Section 200.5.9 of Schedule 15-2 - Technical Requirements – Design and Construction.
- 1.83 “**Coordinating Professional Engineer**” or “**CPE**” means the Professional Engineer responsible to sign the “Assurance of Coordination by Coordinating Professional Engineer” form.
- 1.84 “**Corrective Action**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.85 “**Countdown Notice**” has the meaning given in Section 25.3(a) of the Project Agreement.
- 1.86 “**CPI**” means All-Items CPI, as published by Statistics Canada from time to time, or failing such publication, such other index as the Parties may agree, or as may be determined in accordance with Schedule 22 - Dispute Resolution Procedure, which most closely resembles such index.
- 1.87 “**CPI_n**” is the value of CPI on April 1 of the relevant Contract Year “n”, to be determined by reference to the relevant index in the month immediately preceding the indexation date.
- 1.88 “**CPI₀**” is the value of CPI on the Base Date, to be determined by reference to the relevant index in the month immediately preceding the Base Date.
- 1.89 “**CPPRW Contract**” means the construction period pavement rehabilitation works contract between Project Co and the CPPRW Contractor dated on or about Financial Close.
- 1.90 “**CPPRW Contractor**” means Regina Bypass Design Builders, an unincorporated joint venture consisting of Carmacks Enterprises Ltd., Parsons Canada Ltd., Graham Infrastructure LP and VINCI Infrastructure Canada Limited, engaged by Project Co to perform the CPPRW Scope and any substitute CPPRW contractor engaged by Project Co as may be permitted by the Project Agreement.
- 1.91 “**CPPRW Contractor’s Direct Agreement**” means the construction period pavement rehabilitation works direct agreement between the Ministry, Project Co, the CPPRW Contractor and the CPPRW Guarantor, in the form set out in Schedule 5-3 - Construction Contractor’s Direct Agreement.
- 1.92 “**CPPRW Guarantor**” means Vinci Construction Terrassement S.A.S.
- 1.93 “**CPPRW Scope**” means the works to be performed by the CPPRW Contractor under the CPPRW Contract.
- 1.94 “**Credit Agreement**” means the credit agreement dated on or about the date hereof between, among others, Project Co, as borrower, National Bank of Canada, as administrative agent, and certain Senior Lenders.

- 1.95 “**CSA**” means the Canadian Standards Association.
- 1.96 “**CSA Standards**” means, at the applicable time, the standards of the CSA.
- 1.97 “**Custodian**” means the person appointed as Custodian pursuant to the Custody Agreement and as may be permitted pursuant to the Project Agreement.
- 1.98 “**Custody Agreement**” means the custody agreement between Project Co, the Ministry, the Custodian and the Lenders’ Agent in the form set out in Schedule 3 - Custody Agreement.
- 1.99 “**Deduction**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.100 “**Default Notice**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.101 “**Default Period**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.102 “**Delay Events**” has the meaning given in Section 39.1(a) of the Project Agreement.
- 1.103 “**Design and Certification Procedure**” means the procedure for design and certification of the Bypass set forth in the Technical Requirements and Section 20 of the Project Agreement.
- 1.104 “**Design and Construction Requirements**” means Schedule 15-2 – Technical Requirements - Design and Construction.
- 1.105 “**Design Data**” means all drawings, reports, documents, plans, software, formulae, calculations, and other data prepared by Project Co relating to the design, construction or testing of the Bypass, but excluding Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction.
- 1.106 “**Design Development Submittals**” has the meaning given in Section 20.3(d)(i) of the Project Agreement.
- 1.107 “**Design Review Meetings**” has the meaning given in Section 20.5(a) of the Project Agreement.
- 1.108 “**Design Team**” means the Construction Contractor.
- 1.109 “**Development Approval**” means development permits, building permits, zoning approvals and any other planning or development permit, consent or applicable Permits, Licences and Approvals required from time to time for construction of the Bypass.
- 1.110 “**Direct Agreements**” means the Construction Contractor’s Direct Agreement, the O&M Provider’s Direct Agreement and the CPPRW Contractor’s Direct Agreement.
- 1.111 “**Direct Cost**” has the meaning given in Schedule 19 -Variation Procedure.

- 1.112 “**Direct Losses**” means all damage, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on a substantial indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law, except Indirect Losses.
- 1.113 “**Direct or Indirect Power or Control**” means the direct or indirect power or control over the decisions, management, actions or policies of a person, including through the direct or indirect power or control over the decisions, management, actions or policies of any persons having direct or indirect power or control over the decisions, management, actions or policies of any other person, whether through:
- (a) direct or indirect ownership, beneficial or otherwise, of greater than five (5%) percent of any of the shares, units or equity interests of a person;
 - (b) the direct or indirect power to vote any of the shares, units or equity interests of a person where a person’s ownership, beneficial or otherwise, is equal to or exceeds five (5%) percent of the voting securities, units or equity interests of such person; or
 - (c) the direct or indirect power or authority to influence or direct the approval of a decision, the management, actions or policies of a person or to prevent the approval of a decision, the management, actions or policies of a person through any contractual right or other power or interest with or over a person.
- 1.114 “**Discount Rate**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.115 “**Discriminatory Change in Law**” means any Change in Law the effect of which is to discriminate directly against or impose additional Taxes which apply specifically to:
- (a) roads or highways whose design, construction, financing, operations, maintenance and rehabilitation are procured by a contract similar to the Project Agreement in relation to other similar roads or highways;
 - (b) the Bypass in relation to other roads or highways;
 - (c) Project Co in relation to other persons; or
 - (d) Persons undertaking projects for design, construction, financing, operations, maintenance and rehabilitation that are procured by a contract similar to the Project Agreement in relation to other persons undertaking similar projects procured on a different basis,
- except that such Change in Law shall not be a Discriminatory Change in Law:
- (e) where it is in response to any act or omission on the part of Project Co which contravenes Applicable Law (other than an act or omission rendered illegal by virtue of the Discriminatory Change in Law itself);

- (f) solely on the basis that its effect on Project Co is greater than its effect on other companies; or
 - (g) where such Change in Law is a change in Taxes that affects companies generally.
- 1.116 “**Dispute**” has the meaning given in Schedule 22 - Dispute Resolution Procedure.
- 1.117 “**Dispute Resolution Procedure**” means the procedure set out in Schedule 22 - Dispute Resolution Procedure.
- 1.118 “**Distribution**” has the meaning given in Schedule 26 - Refinancing.
- 1.119 “**Early Works**” means the Works completed pursuant to the Early Works Agreement.
- 1.120 “**Early Works Agreement**” means the agreement dated June 8, 2015 between Project Co and the Ministry pursuant to which the Ministry initiated performance of certain of the Works prior to Commercial Close.
- 1.121 “**Early Works Contractor**” has the meaning given in Section 3.2(a) of the Project Agreement.
- 1.122 “**Eligible Utilities Costs**” means:
- (a) amounts invoiced pursuant to a Utility Agreement by a Utility Company for Utility Works carried out directly by such Utility Company or by any person engaged by such Utility Company to carry out any portion of the Utility Works and including Incremental Lands Rights Costs, but excluding costs and expenses incurred in respect of or relating to Betterment and those losses incurred or claimed by such Utility Company or person as are referred to in Section 56.1(a)(ii) of the Project Agreement; and
 - (b) Direct Costs incurred by Project Co in respect of managing, supervising (including supervising others) and undertaking Utility Works within the scope of the Utility Agreements, but excluding costs and expenses incurred in respect of or relating to bonding and insurance and other similar security, traffic accommodation that is not directly attributable to the Utility Works, and professional fees and expenses (including legal fees).
- 1.123 “**Emergency**” means any situation, event, occurrence, multiple occurrences or circumstances:
- (a) that:
 - (i) constitutes or may constitute a hazard to or jeopardizes or may jeopardize or pose a threat to health and safety of any persons (including Bypass Users and Province Persons) or any part of or the whole of the Bypass;
 - (ii) causes or may cause damage or harm to property, buildings and/or equipment;

- (iii) constitutes a hostage situation or state of emergency declared as such by the Ministry Representative or the Ministry (acting reasonably);
- (iv) materially interferes with or prejudices or may materially interfere with or prejudice the safe operation of the Bypass, any part of the Lands, the conduct of Project Operations, or the conduct of Governmental Activities; or
- (v) constitutes a period of transition to or from war;

and which, in the opinion of the Ministry, requires immediate action to prevent and/or mitigate the occurrence (or risk of the occurrence) of the foregoing; or

- (b) which gives rise to an emergency, as determined by any statutory body including (notwithstanding the generality of the foregoing) an Emergency Service Provider.

- 1.124 “**Emergency Service Providers**” means any Police Service, fire fighting service, ambulance service, armed forces or other authority with emergency service authority pursuant to Applicable Law which may require access to the Bypass from time to time.
- 1.125 “**Emergency Traffic Plan**” has the meaning given in Section 100.8.5.2 of Schedule 15-1 – Technical Requirements – General Information.
- 1.126 “**Employee Termination Payments**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.127 “**Encumbrance**” means, with respect to the Lands and the Bypass, any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Workers’ Compensation Board, Canada Revenue Agency, and other Governmental Authorities.
- 1.128 “**Engineer(s) of Record**” or “**EOR**” means the Professional Engineer responsible for a specific portion of the Project design.
- 1.129 “**Enforcement Event**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.130 “**Environmental Approvals**” means:
- (a) *Water Security Agency Act* approvals; and
 - (b) any Permits, Licences and Approvals relating to environmental matters.
- 1.131 “**Environmental Laws**” means all Applicable Laws relating to public health or the protection of the environment or Species at Risk.
- 1.132 “**Environmental Protection Plan**” has the meaning given in Schedule 14 – Integrated Management Systems.

- 1.133 “**Environmental Reports**” means the reports identified in section 200.6.13 of Schedule 15-2 – Technical Requirements – Design and Construction.
- 1.134 “**Equity Capital**” means the aggregate (without double counting) of all subscribed share capital, shareholder loans and other contributed capital of Project Co, excluding, for greater certainty, any amounts advanced to Project Co under the Lending Agreements which has a fixed return without equity participation, step-up rights or rights to share in Project Co’s excess cash flow and a coupon equal to or less than _____ of the coupon payable to the Senior Lenders.
- 1.135 “**Equity IRR**” has the meaning given in Schedule 26 - Refinancing.
- 1.136 “**Equity Provider**” means each of Connor Clark & Lunn GVest Traditional Infrastructure LP, Graham SGTP LP Holdings Ltd., Investissements Vinci HC Inc. and RMP Infrastructure Holdings Inc.
- 1.137 “**Equity Sale IRR**” means the Equity IRR calculated to the date of any sale of Equity Capital and calculated by taking into account the full Implied Equity Value, together with all Distributions paid in respect of the Equity Capital, and the actual timing of payment of all such amounts.
- 1.138 “**Escalation Factor**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.139 “**Escrow Account**” has the meaning given in Schedule 21 - Expiry Transition Procedure.
- 1.140 “**Estimate**” has the meaning given in Schedule 19 - Variation Procedure.
- 1.141 “**Estimated Fair Value**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.142 “**Excess Equity Gain**” means an amount equal to the greater of zero and the difference between:
- (a) the amount paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital; and
 - (b) the Threshold Equity Sale Amount.
- 1.143 “**Excess Stakeholder Input Costs**” has the meaning given in Section 20.5(f) of the Project Agreement.
- 1.144 “**Excusing Cause**” has the meaning given in Section 41.1(a) of the Project Agreement.
- 1.145 “**Exempt Refinancing**” has the meaning given in Schedule 26 - Refinancing.
- 1.146 “**Exercise Date**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.147 “**Existing Bypass Infrastructure**” means the Existing WRB Infrastructure and the Roadways identified as Existing Infrastructure on drawings 15-A-2-01 to 15-A-2-13 and 15-A-2-17 to 15-A-2-20 in Appendix A of Schedule 15-2 – Technical Requirements – Design and Construction.

- 1.148 “**Existing WRB Infrastructure**” means the Infrastructure identified on drawing 15-A-3-01 in Appendix A to Schedule 15-2 – Technical Requirements – Design and Construction.
- 1.149 “**Expert**” has the meaning given in Schedule 22 - Dispute Resolution Procedure.
- 1.150 “**Expiry Date**” means the 30th anniversary of the Scheduled Substantial Completion Date, without taking into account any extensions to such date pursuant to Section 39 of the Project Agreement.
- 1.151 “**External IMS Audit**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.152 “**Failure Points**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.153 “**Field Review**” means review of the construction at the Site and/or the fabrication locations, where applicable.
- 1.154 “**Field Reviewer**” means the Professional Engineer responsible for the Field Reviews.
- 1.155 “**Final Bypass Condition Report**” has the meaning given in Schedule 21 - Expiry Transition Procedure.
- 1.156 “**Final Completion**” means the completion of the Works in accordance with the Project Agreement, including rectification of all Minor Deficiencies.
- 1.157 “**Final Completion Certificate**” means the certificate to be issued by the Independent Certifier in accordance with Section 25.7 of the Project Agreement.
- 1.158 “**Final Completion Date**” means the date on which Final Completion is achieved as evidenced by the Final Completion Certificate, as such date shall be stated therein.
- 1.159 “**Final Completion Notice**” has the meaning given in Section 25.7(b) of the Project Agreement.
- 1.160 “**Final Design Development Submittals**” has the meaning given in Section 20.3(d)(i) of the Project Agreement.
- 1.161 “**Financial Close**” means the first date that funding is available under the Lending Agreements.
- 1.162 “**Financial Close Target Date**” means August 4, 2015, as such date may be extended in accordance with the provisions of the Project Agreement.
- 1.163 “**Financial Model**” means the computer spreadsheet model for the Project incorporating statements of Project Co’s cashflows including all expenditure, revenues, financing and taxation of the Project Operations together with the profit and loss accounts and balance sheets for Project Co throughout the Project Term accompanied by details of all assumptions, calculations and methodology used in their compilation and any other documentation necessary or desirable to operate the model.

- 1.164 “**Financial Obligations**” means the obligation to pay any application fees, third party fees, costs or charges (including all applicable taxes thereon), the provision of any letters of credit, instruments of guarantee, bonds or security deposits, or any other financial security obligations.
- 1.165 “**Financial Submission Date**” means May 1, 2015.
- 1.166 “**FIPPA**” means *The Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 1.167 “**Force Majeure**” has the meaning given in Section 43.1(a) of the Project Agreement.
- 1.168 “**Framework Agreement**” means the form of agreement negotiated by the Ministry with the Utility Companies and Railway Companies which shall form the basis for negotiating the Utility Agreements and the Railway Companies, as applicable.
- 1.169 “**Geotechnical Reports**” means those geotechnical reports identified in Appendix F of Schedule 15-1 – Technical Requirements – General Information.
- 1.170 “**Golder Report**” means the report issued October 2014 by Golder Associates Ltd. entitled “Golder Associates Ltd., 2014. Regina Bypass Preliminary Geotechnical Investigation. October 2014.”.
- 1.171 “**Good Industry Practice**” means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
- 1.172 “**Government Sensitive Information**” means any information which is designated as such by the Ministry from time to time, or which a reasonable person, having regard to the circumstances, would regard as sensitive, including (i) all confidential information that is designated as such by Applicable Law, and (ii) any record, the disclosure of which could be injurious to the interests of the Ministry.
- 1.173 “**Governmental Activities**” means the provision of all governmental services and the conduct of all activities provided in connection or otherwise associated with the Lands and the Bypass by any Governmental Authority or Emergency Service Provider, and includes the MHI Activities.
- 1.174 “**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local governmental authority (including any Local Authority), quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Ministry, any aspect of the performance of the Project Agreement, the operation of the Bypass or the Governmental Activities, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

- 1.175 “**GST**” means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto and shall be deemed to refer to HST, if applicable to the Province.
- 1.176 “**H&S Conviction**” has the meaning given in Section 44.1(a)(xix) of the Project Agreement.
- 1.177 “**Handback Amount**” has the meaning given in Schedule 21 - Handback Procedure.
- 1.178 “**Handback Procedure**” means the procedure for Handback described in Schedule 21 – Handback Procedure.
- 1.179 “**Handback Rehabilitation Costs**” has the meaning given in Schedule 21 – Handback Procedure.
- 1.180 “**Handback Requirements**” has the meaning given in Schedule 21 - Handback Procedure.
- 1.181 “**Handback Security**” has the meaning given in Schedule 21 - Handback Procedure.
- 1.182 “**Handback Works**” has the meaning given in Schedule 21 - Handback Procedure.
- 1.183 “**Handback Works Costs**” has the meaning given in Schedule 21 - Handback Procedure.
- 1.184 “**Hazardous Substances**” means any contaminant, pollutant, dangerous substance, toxic substance, liquid waste, industrial waste, gaseous waste, hauled liquid waste, hazardous material, or hazardous substance as defined or identified pursuant to any Applicable Law.
- 1.185 “**Hedge Provider**” means a person that has entered into a Hedging Agreement with Project Co pursuant to the Lending Agreements, together with their successors and permitted assigns.
- 1.186 “**Hedging Agreement**” means an agreement relating to interest rate risk entered into by Project Co and the Hedge Provider(s) pursuant to the Lending Agreements.
- 1.187 “**Highway 1**” means that portion of the Trans-Canada Highway located on the Lands and known as Highway 1.
- 1.188 “**Highway Specific Change in Law**” means any Change in Law which principally affects or principally relates only to the design, construction, operation, maintenance or rehabilitation of roads and highways.
- 1.189 “**Honorarium**” has the meaning given in the Request for Proposals.
- 1.190 “**Implied Equity Value**” means the amount paid in consideration of a percentage of Equity Capital divided by the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital.
- 1.191 “**IMS Audit**” has the meaning given in Schedule 14 – Integrated Management System.

- 1.192 “**IMS Audit Plan**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.193 “**IMS Director**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.194 “**IMS Documentation**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.195 “**IMS OHS**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.196 “**IMS Records**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.197 “**Incremental Land Rights Costs**” means costs reasonably incurred by a Utility Company to obtain necessary land rights to accommodate Utility Works less any reduction in costs to the Utility Company or revenue received by the Utility Company from the disposal of lands no longer required by the Utility Company.
- 1.198 “**Indebtedness Notice**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.199 “**Indemnifiable Taxes**” has the meaning given in Section 33.6(b) of the Project Agreement.
- 1.200 “**Indemnifier**” has the meaning given in Section 55.3(a) of the Project Agreement.
- 1.201 “**Independent Certifier**” means the person appointed as the Independent Certifier pursuant to the Independent Certifier Agreement and as may be permitted pursuant to the Project Agreement.
- 1.202 “**Independent Certifier Agreement**” means the contract entered into between Project Co, the Ministry and the Independent Certifier in substantially the form attached hereto as Schedule 6 - Independent Certifier Agreement.
- 1.203 “**Independent Inspector**” has the meaning given in Schedule 21 – Handback Procedure.
- 1.204 “**Indirect Losses**” has the meaning given in Section 56.1(a) of the Project Agreement.
- 1.205 “**Infrastructure**” means all road, highway and landscape infrastructure including roadways, hard shoulders, slip roads, side roads, access roads, cul-de-sacs, pavement, bridges, water crossing structures, tunnels, sign structures, and other highway structures whether over or under the travelled surface, together with all related equipment, electrical infrastructure, mechanical infrastructure, supporting infrastructure, buildings, improvements and amenities, including all intelligent traffic systems and equipment, tolling systems and equipment, fences and barriers, curbs, culverts, drainage systems including outfalls and stormwater management ponds, grassed areas, sidewalks, cycling lanes, hedges and trees, planted areas, footways, recreational equipment and facilities, road markings, road traffic signs, road traffic signals, road lighting, communications installations, embankments, retaining walls, paved lots, truck lay-bys, maintenance yards, and signage, sculpture or decorative objects.
- 1.206 “**Infrastructure Component**” means each of the following components of Infrastructure as identified and described in the Technical Requirements:

- BS-1: Highway 11 to Dewdney Avenue Mainline
- BS-2: Dewdney Avenue to Highway 1 West Mainline
- BS-3: Highway 1 West to Highway 33 Mainline
- BS-4: Highway 6 Twinning
- BS-5: Highway 33 to Highway 1 East Mainline
- BS-6: Highway 1 Tower Road to Balgonie Mainline
- BS-7: North Service Roads – East of Pilot Butte Access Road to Balgonie
- BS-8: South Service Roads – East of Pilot Butte Access Road to Balgonie
- BS-9: Highway 11 Interchange
- BS-10: Armour Road At-grade Intersection
- BS-11: 9 Avenue North Interchange
- BS-12: Dewdney Avenue Interchange
- BS-13: Rotary Avenue Interchange
- BS-14: Hill Avenue Interchange (includes Service Roads)
- BS-15: Highway 1 West Interchange
- BS-16: Highway 6 Interchange
- BS-17: Highway 33 Interchange
- BS-18: Tower Road/Highway 1 Interchange
- BS-19: Pilot Butte Access Road/Highway 1 Interchange
- BS-20: Highway 48/Highway 1 Interchange at White City
- BS-21: Highway 46/Highway 1 Interchange at Balgonie
- BS-22: Fleet Street RIRO
- BS-23: Courtney Street RIRO

- BS-24: CN Rail Overpass – Central Butte Sub
- BS-25: West Service Roads – Highway 11 to Dewdney Avenue
- BS-26: East Service Roads – Highway 11 to Dewdney Avenue
- BS-27: West Service Roads – Highway 1 West Interchange to Courtney Street RIRO
- BS-28: East Service Roads – Highway 1 West Interchange to Courtney Street RIRO
- BS-29: North Service Roads – Courtney Street RIRO to Fleet Street RIRO
- BS-30: South Service Roads – Courtney Street RIRO to Fleet Street RIRO
- BS-31: West Service Roads – Fleet Street RIRO to Highway 33 Interchange
- BS-32: East Service Roads – Fleet Street RIRO to Highway 33 Interchange
- BS-33: South and East Service Roads – Highway 33 Interchange to East of Pilot Butte
- BS-34: Last Mountain Railway Overpass
- BS-35: North Service Roads – Tower Road to East of Pilot Butte

Note: Interchange and intersection Infrastructure Components unless otherwise stated include ramps, Cross-Roads, Structures, signals if applicable, road markings, groundmount signs, drainage appurtenances, roadway illumination and excludes any sections of mainline. All other Infrastructure Components include Roadways, signals if applicable, road markings, groundmount signs, drainage appurtenances, roadway illumination.

- 1.207 “**Initial Cash Allowance Amount**” means
- 1.208 “**Initial Series A Bonds**” means Series A Bonds issued on Financial Close.
- 1.209 “**Initial Series B Bonds**” means Series B Bonds issued on Financial Close.
- 1.210 “**Innovation Proposal**” has the meaning given in Section 37.2(b) of the Project Agreement.
- 1.211 “**Insurance Adjustment**” has the meaning given in Section 7.3 of Schedule 24 - Insurance and Performance Security Requirements.
- 1.212 “**Insurance Cost Differential**” has the meaning given in Section 7.1(c) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.213 “**Insurance Policies**” has the meaning given in Schedule 25 - Insurance Trust Agreement.

- 1.214 “**Insurance Proceeds**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.215 “**Insurance Review Date**” has the meaning given in Section 7.1(d) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.216 “**Insurance Review Period**” has the meaning given in Section 7.1(e) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.217 “**Insurance Trust Agreement**” means the insurance trust agreement to be entered into between the Ministry, the Lenders’ Agent, Project Co and the Account Trustee in the form set out in Schedule 25 - Insurance Trust Agreement.
- 1.218 “**Integrated Management System**” or “**IMS**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.219 “**Integrated Management System – Environmental System**” or “**IMS-ES**” has the meaning given in Schedule 15-1 – Technical Requirements – General Information.
- 1.220 “**Intellectual Property**” means in connection with a specified subject matter, on a worldwide basis, all registered or unregistered Trade-Marks, trade names, patents, copyrights, trade secrets, designs, rights of publicity, mask work rights, utility models and other industrial or intangible property rights of a similar nature, all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration; all applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications; and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right.
- 1.221 “**Intellectual Property Rights**” means all Intellectual Property in or associated with the Project Data and all Intellectual Property which, or the subject matter of which, is at any time before or after Commercial Close created, brought into existence, acquired, used or intended to be used by Project Co, any Project Co Party or by other third parties (for such third parties’ use by or on behalf of or for the benefit of Project Co) for any or all of the purposes of:
- (a) the Works, including the design and construction of the Bypass (excluding Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction);
 - (b) the OM&R Work, including the operation, maintenance, improvement, testing and rehabilitation of the Bypass;
 - (c) any other Project Operations; or
 - (d) the Project Agreement.

- 1.222 “**Intelligent Transportation Systems**” or “**ITS**” means the application of communications, computer and system technologies to transportation required to be provided by Project Co pursuant to Section 200.6.12 and Appendix F to Schedule 15-2 – Technical Requirements – Design and Construction.
- 1.223 “**Interim Maintenance Sections**” has the meaning given in Schedule 28 – O&M Interim Services Agreement.
- 1.224 “**Invoice Date**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.225 “**Irrecoverable Tax**” has the meaning given in Section 33.6(b) of the Project Agreement.
- 1.226 “**ISO**” means the International Organization for Standardization.
- 1.227 “**ISO 9001 Lead Auditor Course**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.228 “**Joint Insurance Cost Report**” has the meaning given in Section 7.2 of Schedule 24 - Insurance and Performance Security Requirements.
- 1.229 “**Jointly Developed Materials**” has the meaning given in Section 49.4(a) of the Project Agreement.
- 1.230 “**Junior Debt Amount**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.231 “**Junior Debt Makewhole**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.232 “**Junior Debt Service Amount**” means, for any period, the principal and interest payable by Project Co or any Project Co Party to the Junior Lenders in the normal course under the Lending Agreements.
- 1.233 “**Junior Lenders**” . There are no Junior Lenders under the Project Agreement.
- 1.234 “**Key Individual**” means those Project Co Parties listed in Schedule 8 - Key Individuals.
- 1.235 “**Lands**” means at any time and from time to time, the Available Lands, the After-Acquired Lands, the Conveyed Lands, the Temporary-Use Lands and such Additional Lands as are conveyed to the Ministry by Project Co, provided that, unless the context otherwise requires, the Conveyed Lands shall not constitute part of the Lands from and after the date of conveyance of such lands to the Ministry or its designee and the Temporary-Use Lands shall not constitute part of the Lands from and after the earlier of the Substantial Completion Date and the date that Project Co permanently vacates such Temporary-Use Lands.
- 1.236 “**Lender Representative**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.

- 1.237 “**Lenders**” means all or any of the persons who provide financing to Project Co in respect of the Project Operations under the Lending Agreements, including, without limitation, the Senior Lenders, and, where the context so permits, prospective financiers or lenders.
- 1.238 “**Lenders’ Agent**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.239 “**Lenders’ Direct Agreement**” means the direct agreement to be entered into between the Ministry, the Lenders’ Agent and Project Co in the form set out in Schedule 4 - Lenders’ Direct Agreement.
- 1.240 “**Lending Agreements**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.241 “**Liquid Market**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.242 “**Local Authority**” means any one of the City of Regina, the Towns of White City, Pilot Butte and Balgonie, the Rural Municipalities of Sherwood and Edenwood, the Global Transportation Hub Authority and the Ochapawace First Nation, Cowessess TLE Holdings, the Sakamay First Nation and Muskowekwan First Nation.
- 1.243 “**Local Authority Person**” means any of a Local Authority’s agents, contractors and subcontractors of any tier and its or their directors, officers and employees, but excluding Project Co and any Project Co Party, and “Local Authority Persons” shall be construed accordingly.
- 1.244 “**Longstop Date**” has the meaning given in Section 44.1(a)(ii).
- 1.245 “**Maintenance Facilities**” has the meaning given in Section 9.9(a) of the Project Agreement.
- 1.246 “**Management Plans**” has the meaning given in Schedule 14 - Integrated Management System.
- 1.247 “**Mandatory Refinancing**” has the meaning given in Schedule 26 - Refinancing.
- 1.248 “**Market Value Availability Deduction Amount**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.249 “**Maximum Service Payment**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.250 “**MHI Activities**” includes the provision of all governmental services and the conduct of all activities performed in or associated with Saskatchewan roads and other services of a similar nature.
- 1.251 “**MHI Party**” means any of the Ministry’s agents, contractors and subcontractors of any tier engaged with respect to the Project Operations and its or their directors, officers and employees, but excluding Project Co and any Project Co Party, and “MHI Parties” shall be construed accordingly.

- 1.252 “**Minister**” means the Minister of Highways and Infrastructure (Saskatchewan) or any appointee succeeding to all or substantially all of the duties of the Minister of Highways and Infrastructure (Saskatchewan).
- 1.253 “**Ministry**” means Her Majesty the Queen in right of Saskatchewan as represented by the Minister of Highways and Infrastructure and includes any successors thereto or persons exercising delegated power under the Minister of Highways and Infrastructure’s authority.
- 1.254 “**Ministry Archaeologist**” has the meaning given in Section 21.1(a)(ii) of the Project Agreement.
- 1.255 “**Ministry Default Termination Sum**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.256 “**Ministry Design Team**” means any of the Ministry, its agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged in respect of design reviews, design evaluation, or design consultation processes with respect to the Bypass or the MHI Activities on behalf of MHI, but excluding Project Co and any Project Co Party.
- 1.257 “**Ministry Event of Default**” has the meaning given in Section 45.1(a) of the Project Agreement.
- 1.258 “**Ministry Permits, Licences and Approvals**” means those permissions, consents, approvals, certificates, permits, licences, agreements and authorizations which are the responsibility of the Ministry to obtain as set out in Appendix 1 – Ministry Permits, Licences and Approvals to this Schedule 1 - Definitions and Interpretation but for greater certainty shall not include any permission, consent, approval, certificate, permit, licence, agreement or authorization not set out in such appendix but required by the terms of any such item set out in such appendix.
- 1.259 “**Ministry Project Documents**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.260 “**Ministry Representative**” means the person designated as such by the Ministry on or prior to Commercial Close and any permitted replacement.
- 1.261 “**Ministry Requirement**” means any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority.
- 1.262 “**Ministry Taxes**” means taxes, or payments in lieu of taxes, imposed on the Ministry and GST, PST and property taxes for which the Ministry is responsible pursuant to Section 33 of the Project Agreement.
- 1.263 “**Ministry Third Party Beneficiaries**” has the meaning given in Section 63.17(a)(i) of the Project Agreement.
- 1.264 “**Ministry Trade-Marks**” means any and all Trade-Marks used by the Ministry in any manner whatsoever.

- 1.265 “**Minor Deficiencies**” means any defects, deficiencies and items of outstanding work (including in relation to seasonal work) arising from or related to the work required to achieve Phase One Substantial Completion or Substantial Completion, as the case may be, and which would not materially impair:
- (a) the public’s or the Ministry’s use and enjoyment of the Bypass (or in the case of Phase One Substantial Completion, of the relevant portion of the Bypass);
 - (b) the performance of the Governmental Activities;
 - (c) the performance of the OM&R Work by Project Co; or
 - (d) safety or traffic flow on the Bypass in any relevant respect.
- 1.266 “**Minor Deficiencies List**” has the meaning given in Section 25.4(a) of the Project Agreement.
- 1.267 “**MOE**” means Her Majesty The Queen in Right of Saskatchewan as represented by the Minister of the Environment, and includes any successors thereto or persons exercising delegated power under the Minister of the Environment’s authority.
- 1.268 “**Monitoring Notice**” has the meaning given in Section 30.4(a) of the Project Agreement.
- 1.269 “**Monthly Service Payment**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.270 “**New Agreement**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.271 “**New Bypass Infrastructure**” at any time means Infrastructure constructed in, on, over or under any part of the Lands as part of the Works (including the Existing WRB Infrastructure and the Early Works), but excluding Third Party Facilities and Infrastructure and other property of Railway Companies and Utility Companies.
- 1.272 “**New Project Co**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.273 “**New Utility Agreement**” has the meaning given in Section 23.6(a) of the Project Agreement.
- 1.274 “**New Utility Work**” means temporary and permanent installation, protection, removal and relocation works relating to Utility Infrastructure which is not required to be carried out in connection with or as part of the Project Operations.
- 1.275 “**No Default Payment Compensation Amount**” means, with respect to an amount and a specified period of time, (i) such amount multiplied by (ii) such period of time in days divided by the actual number of days in the current year multiplied by (iii) the rate per annum reported by the Bank of Canada on each such day as the “Prime Business Rate” or “Prime Rate”, as such rate may be changed by it from time to time.
- 1.276 “**Non-Conformance**” has the meaning given in Schedule 14 – Integrated Management System.

- 1.277 “**Non-Conformance Report**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.278 “**Non-Default Termination Sum**” has the meaning given in Schedule 20 – Compensation on Termination.
- 1.279 “**Non-Resident**” means a person that is, at the relevant time, a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 1.280 “**Notice**” has the meaning given in Section 60.1(a) of the Project Agreement.
- 1.281 “**Notice of Dispute**” has the meaning given in Schedule 22 - Dispute Resolution Procedure.
- 1.282 “**Notice Period**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.283 “**Novation Date**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.284 “**Novation Notice**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.285 “**O&M Contract**” means the operations and maintenance contract between Project Co and the O&M Provider dated on or about the date of Financial Close.
- 1.286 “**O&M Guarantor**” means VINCI Concessions, S.A.S.
- 1.287 “**O&M Interim Services**” means the operations and maintenance services to be provided by Project Co pursuant to the O&M Interim Services Agreement.
- 1.288 “**O&M Interim Services Agreement**” means the agreement to be entered into by the Ministry and Project Co in the form set out as Schedule 28 – O&M Interim Services Agreement.
- 1.289 “**O&M Operations**” means the operations, maintenance and other work to be performed and services to be provided by the O&M Provider under the O&M Contract.
- 1.290 “**O&M Provider**” means SCH Maintenance Services Ltd., engaged by Project Co to perform the O&M Work (as defined in the O&M Contract) and any substitute person engaged by Project Co to perform the O&M Work (as defined in the O&M Contract) as may be permitted by the Project Agreement.
- 1.291 “**O&M Provider’s Direct Agreement**” means the direct agreement between the Ministry, Project Co, the O&M Provider and the O&M Guarantor, in the form set out in Schedule 5-2 - O&M Provider’s Direct Agreement.
- 1.292 “**Occupational Health and Safety Management System**” or “**OHS**” has the meaning given in Schedule 14 – Integrated Management System.

- 1.293 “**OM&R Monthly Report**” has the meaning given in Schedule 15-2 – Technical Requirements – General Information.
- 1.294 “**OM&R Requirements**” means Schedule 15-3 – Technical Requirements – OM&R and Handback.
- 1.295 “**OM&R Submittal**” has the meaning given in Section 11.1 of Schedule 9 - Review Procedure.
- 1.296 “**OM&R Work**” means the operations, maintenance, rehabilitation and other work to be performed and services to be provided by Project Co as described in the OM&R Specifications, as such work and services may from time to time be varied in accordance with the Project Agreement, but specifically excluding the Governmental Activities.
- 1.297 “**Operational Term**” means the period from the Substantial Completion Date until the end of the Project Term.
- 1.298 “**Order**” has the meaning given in Schedule 25 - Insurance Trust Agreement.
- 1.299 “**Other Contractor**” means an Additional Contractor or a Third Party Contractor.
- 1.300 “**Other Existing Infrastructure**” means all existing works and Infrastructure on, over or under the Lands at Commercial Close.
- 1.301 “**Other Works**” means the Additional Works and the Third Party Works.
- 1.302 “**PA Parties**” or “**PA Party**” has the meaning given in Schedule 6 - Independent Certifier Agreement.
- 1.303 “**Party**” means either the Ministry or Project Co, and “**Parties**” means both the Ministry and Project Co.
- 1.304 “**Party Representative**” and “**Party Representatives**” have the meanings given in Schedule 22 - Dispute Resolution Procedure.
- 1.305 “**Payment Adjustment Report**” has the meaning given in Section 32.6(i)(ii) of the Project Agreement.
- 1.306 “**Payment Compensation Amount**” means, with respect to an amount and a specified period of time, (i) such amount multiplied by (ii) such period of time in days divided by the actual number of days in the current year multiplied by (iii) the rate of interest per annum in effect on each such day equal to over the rate of interest per annum reported by the Bank of Canada on each such day as the “**Prime Business Rate**” or “**Prime Rate**”, as such rate may be changed by it from time to time.
- 1.307 “**Payment Mechanism**” means the payment mechanism set out in Schedule 18 - Payment Mechanism.

- 1.308 **“Payment Periods”** means the payment periods of one calendar month (as adjusted in this definition) established by the Ministry for each Contract Year, provided that the last Payment Period in the last Contract Year may be a shorter period as a result of the timing of the Payment Commencement Date and the Expiry Date within the Payment Periods otherwise established in accordance with the foregoing.
- 1.309 **“Performance Monitoring Program”** means the monitoring of performance of the Project Operations by Project Co through the Nonconformity reporting process detailed in Part 7 of Schedule 14 - Integrated Management System and the Performance Monitoring Reports prepared and submitted in accordance with Section 8 of Schedule 14 - Integrated Management System.
- 1.310 **“Performance Monitoring Report”** has the meaning given in Schedule 14 - Integrated Management System.
- 1.311 **“Performance Security”** means the performance security required pursuant to Article 19 of Schedule 24 – Insurance and Performance Security Requirements.
- 1.312 **“Permission to Consult”** means a licence for permission to consult issued pursuant to Section 17(1) of *The Engineering and Geoscience Professions Regulatory Bylaws*.
- 1.313 **“Permits, Licences and Approvals”** means Ministry Permits, Licences and Approvals and the Project Co Permits, Licences and Approvals.
- 1.314 **“Permitted Borrowing”** means:
- (a) any advance to Project Co under the Lending Agreements, provided such advance is not made under any Supplemental Trust Indenture, other than the Initial Series A Bonds and Initial Series B Bonds;
 - (b) any additional financing approved by the Ministry in accordance with Section 1.9 of Schedule 19 - Variation Procedure to the Project Agreement; and
 - (c) any amendment, waiver or exercise of a right under the Lending Agreements made during the Step-In Period that does not increase the Ministry’s liabilities under the Project Agreement whether actual or contingent, present or future, known or unknown.
- 1.315 **“Personal Information”** means all personal information (as the term “personal information” is defined in the *Personal Information Protection and Electronic Documents Act* (Canada)) in the custody or control of Project Co or any Project Co Party other than personal information of the employees of Project Co or the Project Co Parties and other than personal information that is wholly unrelated to the Project Operations and not derived directly or indirectly from the Ministry in respect of the Project.
- 1.316 **“Phase One Final Completion”** means the completion of the Works in respect of Phase One in accordance with the Project Agreement, including rectification of all Minor Deficiencies.

- 1.317 **“Phase One Final Completion Date”** means the date of completion of the Works in respect of Phase One in accordance with the Project Agreement, including rectification of all Minor Deficiencies.
- 1.318 **“Phase One”** means the Works described in Section 200.3 of Schedule 15-2 – Technical Requirements – Design and Construction;
- 1.319 **“Phase One Milestone Payment”** means
- 1.320 **“Phase One Milestone Payment Date”** means the date that is 2 Business Days after the Phase One Substantial Completion Date.
- 1.321 **“Phase One Substantial Completion”** means the point at which Phase One has been completed in accordance with the Project Agreement; a certificate is issued by the Independent Certifier to the Ministry certifying that the Works in respect of Phase One have been completed in accordance with the Project Agreement and the date of which such completion occurred; and all requirements for Substantial Completion described in Schedule 16 - Commissioning, other than in respect of Minor Deficiencies, have been rectified in respect of Phase One.
- 1.322 **“Phase One Substantial Completion Certificate”** means the certificate to be issued in respect of Phase One by the Independent Certifier in accordance with Section 24.2 of the Project Agreement.
- 1.323 **“Phase One Substantial Completion Date”** means the date on which Phase One Substantial Completion is achieved, as evidenced by a Phase One Substantial Completion Certificate, as such date shall be stated therein.
- 1.324 **“Plant”** means all buildings, building services, Infrastructure, building fabric, and mechanical and electrical services, which are required to fulfill the requirements of the Technical Requirements.
- 1.325 **“Police Service”** means the Royal Canadian Mounted Police, Regina Police Service and any other law enforcement agency with jurisdiction pursuant to Applicable Law, as applicable.
- 1.326 **“Post-Construction Road Safety Audit”** means the Road Safety Audit described in Section 200.5.7.3.4 of Schedule 15-2 – Technical Requirements – Design and Construction.
- 1.327 **“Post Termination Service Amount”** has the meaning given in Schedule 20 - Compensation on Termination.
- 1.328 **“Pre-Existing Environmental Site Conditions”** means the environmental condition of the Lands as set out in the Environmental Reports.
- 1.329 **“Pre-final Design Development Submittals”** has the meaning given in Section 20.3(d)(i) of the Project Agreement.

- 1.330 “**Preventative Action**” has the meaning given in Schedule 14 – Integrated Management System.
- 1.331 “**Professional Engineer**” means a professional engineer licensed by the Association of Professional Engineers & Geoscientists of Saskatchewan to practice in the Province of Saskatchewan and who has a valid Permission to Consult.
- 1.332 “**Prohibited Act**” has the meaning given in Section 59.1(a) of the Project Agreement.
- 1.333 “**Prohibited Acts Termination Sum**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.334 “**Project**” has the meaning given in the recitals to the Project Agreement.
- 1.335 “**Project Agreement**” has the meaning given in the recitals to the Project Agreement.
- 1.336 “**Project Agreement Arbitration**” has the meaning given in Schedule 22- Dispute Resolution Procedure.
- 1.337 “**Project Co**” means SGTP Highway Bypass Limited Partnership.
- 1.338 “**Project Co Commissioning**” means the commissioning activities to be carried out by Project Co in order to achieve Phase One Substantial Completion and Substantial Completion, as applicable, as set forth in Schedule 16 - Commissioning.
- 1.339 “**Project Co Event of Default**” has the meaning given in Section 44.1(a) of the Project Agreement.
- 1.340 “**Project Co Group**” means Project Co and Project Co GP together with any person or group of persons that, either individually or collectively, have Direct or Indirect Power or Control of Project Co or Project Co GP.
- 1.341 “**Project Co Party**” means:
- (a) the Construction Contractor;
 - (b) the O&M Provider;
 - (c) any person engaged by Project Co, the Construction Contractor and/or the O&M Provider from time to time as may be permitted by the Project Agreement to procure or manage the provision of the Project Operations (or any of them); and
 - (d) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors,
- and “**Project Co Parties**” shall be construed accordingly.

- 1.342 **“Project Co Permits, Licences and Approvals”** means all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations required to perform the Project Operations in accordance with the Project Agreement and as required by Applicable Law, and all necessary consents, approvals, certificates, permits, licences, agreements and authorizations from and with any third parties (including, to the extent applicable, all Development Approvals, Railway Agreements and Utility Agreements, and the approval of the Fire Commissioner of Saskatchewan), needed to perform the Project Operations in accordance with the Project Agreement and as required by Applicable Law, but other than Ministry Permits, Licences and Approvals.
- 1.343 **“Project Co Proposal Extracts”** means the documents attached as Schedule 11 - Project Co Proposal Extracts.
- 1.344 **“Project Co Representative”** means the person designated as such by Project Co on or prior to Commercial Close and any permitted replacement.
- 1.345 **“Project Co Variation Notice”** has the meaning given in Schedule 19 - Variation Procedure.
- 1.346 **“Project Data”** means:
- (a) all Design Data;
 - (b) all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the performance of the OM&R Work; and
 - (c) any other materials, documents and or data acquired, brought into existence or used in relation to the Project Operations or the Project Agreement, other than the Jointly Developed Materials and Background Information and other than Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction.
- 1.347 **“Project Documents”** means the Ancillary Documents and the Lending Agreements.
- 1.348 **“Project Insurance Change”** has the meaning given in Section 7.1(f) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.349 **“Project Know-How”** means all ideas, concepts, alternatives, methodologies, processes, recommendations and suggestions developed by or through Project Co or any Project Co Party and revealed to or discovered by the Ministry, whether before or after Commercial Close, which may be connected in any way to:
- (a) the Works, including the design and construction of the Bypass;
 - (b) the OM&R Work, including the operation, maintenance, rehabilitation, improvement and testing of the Bypass;

- (c) any other Project Operations; or
 - (d) the Project Agreement.
- 1.350 “**Project Operations**” means:
- (a) the performance of the Works;
 - (b) the performance of the OM&R Work; and
 - (c) the performance of all other obligations of Project Co under the Project Agreement.
- 1.351 “**Project Safety Plan**” has the meaning given in Schedule 14-Integrated Management System.
- 1.352 “**Project Term**” means the period commencing on Commercial Close and expiring at midnight on the Termination Date.
- 1.353 “**Proprietor**” has the meaning given in Section 51.6(a) of the Project Agreement.
- 1.354 “**Protester**” has the meaning given in Section 9.6(a) of the Project Agreement.
- 1.355 “**Province Persons**” means MHI Parties and, while attending in their official capacity at the Bypass and/or the Lands, the following:
- (a) any person to which authority is designated pursuant to Section 62.1 of the Project Agreement and any agents and employees of any such person;
 - (b) contractors of the Ministry or of any person to which authority is delegated pursuant to Section 62.1 of the Project Agreement and subcontractors of any tier and its or their directors, officers and employees;
- but excluding Project Co and any Project Co Party.
- 1.356 “**Province Person Third Party Beneficiaries**” has the meaning given in Section 63.17(a)(i) of the Project Agreement.
- 1.357 “**PST**” means the tax imposed pursuant to the *Provincial Sales Tax Act* (Saskatchewan) and any successor legislation thereto.
- 1.358 “**Qualification Criteria**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.359 “**Qualifying Bank**” has the meaning in Schedule 26 - Refinancing.
- 1.360 “**Qualifying Bank Transaction**” has the meaning in Schedule 26 - Refinancing.
- 1.361 “**Qualifying Refinancing**” has the meaning given in Schedule 26 - Refinancing.

- 1.362 “**Qualifying Tender**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.363 “**Qualifying Tenderer**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.364 “**Quality Failure**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.365 “**Quality Failure Deduction**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.366 “**Railway Agreement**” means any agreement entered into by the Ministry with a Railway Company in connection with the carrying out of Works on land or improvements of a Railway Company and includes any site or other permits issued thereunder or pursuant thereto, all as amended, supplemented or replaced from time to time
- 1.367 “**Railway Company**” means the Canadian National Railway, the Canadian Pacific Railway and any other railway company that owns a railway any part of which is on any part of the Lands during the Project Term.
- 1.368 “**Railway Infrastructure**” means privately, publicly or cooperatively owned railway lines and all related facilities or infrastructure;
- 1.369 “**Railway Order**” means any order of the Canadian Transportation Agency or other relevant Governmental Authority:
- (a) granted in favour of the Ministry allowing or providing for:
 - (i) Infrastructure comprising or to comprise Bypass Infrastructure to be located upon and across land or improvements of a Railway Company; and
 - (ii) the construction, maintenance and use of such Infrastructure upon and across such land or improvements; or
 - (b) for the carrying out of any Works on land or improvements of a Railway Company;
- and all amendments thereto.
- 1.370 “**Railway Works**” means temporary and permanent installation, protection, removal and relocation works relating to the Railway Infrastructure carried out in connection with or as part of the Project Operations.
- 1.371 “**Recoverable Tax**” has the meaning given in Section 33.6(c) of the Project Agreement.
- 1.372 “**Recovery Amount**” has the meaning given in Section 55.3(g) of the Project Agreement.
- 1.373 “**Rectification Costs**” has the meaning given in Schedule 20 - Compensation on Termination.

- 1.374 “**Reference Concept**” has the meaning given in Schedule 15-1 – Technical Requirements – General Information.
- 1.375 “**Refinancing**” has the meaning given in Schedule 26 - Refinancing.
- 1.376 “**Refinancing Financial Model**” has the meaning given in Schedule 26 - Refinancing.
- 1.377 “**Refinancing Gain**” has the meaning given in Schedule 26 - Refinancing.
- 1.378 “**Rehabilitation Payment**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.379 “**Reimbursement Event**” has the meaning given in Section 31.5(a) of the Project Agreement.
- 1.380 “**Reinstatement Plan**” has the meaning given in Section 29.2(a) of the Project Agreement.
- 1.381 “**Reinstatement Work**” has the meaning given in Section 29.1(a) of the Project Agreement.
- 1.382 “**Relevant Change in Law**” means a Discriminatory Change in Law or a Highway Specific Change in Law, provided such Change in Law was not reasonably foreseeable at the Financial Submission Date by an experienced contractor carrying out activities and/or performing design and/or other operations similar to those to be carried out and/or performed by any Project Co Party in relation to the Project.
- 1.383 “**Relevant Insurance**” has the meaning given in Section 7.1(g) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.384 “**Relevant Insurance Inception Date**” has the meaning given in Section 7.1(h) of Schedule 24 - Insurance and Performance Security Requirements.
- 1.385 “**Relief Event**” has the meaning given in Section 42.1(a) of the Project Agreement.
- 1.386 “**Request for Payment Approval**” has the meaning given in Section 23.5(d) of the Project Agreement.
- 1.387 “**Request for Proposals**” or “**RFP**” means the request for proposals issued in respect of the Project on August 22, 2014.
- 1.388 “**Rescue Refinancing**” has the meaning given in Schedule 26 - Refinancing.
- 1.389 “**Restricted Person**” means any person who, or any member of a group of persons acting together, any one of which:
- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;

- (b) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
 - (c) in the case of an individual, he or she has been convicted of any indictable criminal offence less than five years prior to the date at which the consideration of whether such individual is a “**Restricted Person**” is made hereunder, whether or not such person received a custodial sentence;
 - (d) in the case of a legal entity, it or any of the members of its board of directors or its senior executive managers has been convicted of any indictable criminal offence less than five years prior to the date at which the consideration of whether such legal entity is a “**Restricted Person**” is made hereunder, whether or not such person received a custodial sentence;
 - (e) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent; or
 - (f) is subject to a material claim of the Ministry under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “**Restricted Person**” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the Ministry’s view, in either case, be reasonably likely materially to affect the ability of Project Co to perform its obligations under the Project Agreement.
- 1.390 “**Review Procedure**” means the procedure set out in Schedule 9 - Review Procedure.
- 1.391 “**Revised Bypass Condition Report**” has the meaning given in Schedule 21 - Expiry Transition Procedure.
- 1.392 “**Road Safety Audit Team**” has the meaning given in Section 23.1 of Schedule 9 – Review Procedure.
- 1.393 “**SaskBuilds**” means SaskBuilds Corporation, a Crown corporation incorporated under *The Crown Corporation Act* (Saskatchewan), as amended and includes any successors thereto or persons exercising delegated power.
- 1.394 “**Schedule**” means a schedule to the Project Agreement.
- 1.395 “**Scheduled Final Completion Date**” means October 31, 2020.
- 1.396 “**Scheduled Phase One Final Completion Date**” means October 31, 2018.
- 1.397 “**Scheduled Phase One Substantial Completion Date**” means October 31, 2017, as such date may be amended pursuant to Section 39 of the Project Agreement.

- 1.398 “**Scheduled Substantial Completion Date**” means October 31, 2019, as such date may be amended pursuant to Section 39 of the Project Agreement.
- 1.399 “**Security**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.400 “**Security Documents**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.401 “**Senior Debt Amount**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.402 “**Senior Debt Makewhole**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.403 “**Senior Debt Service Amount**” means, for any period, the scheduled payments of principal and interest payable by Project Co or any Project Co Party to the Senior Lenders with respect to the Senior Debt Amount under the Lending Agreements, provided that at any time where any portion of the interest payable to the Senior Lenders under the Lending Agreements is subject to the Hedging Agreement(s), interest payable on account of such portion of interest shall be calculated based on the fixed rate payable by Project Co as specified under the Hedging Agreement(s), whether the fixed amounts with respect to such fixed rate are payable to a Senior Lender or the Hedge Provider(s) and all references to interest payable to the Senior Lenders under this Agreement shall be construed accordingly.
- 1.404 “**Senior Lenders**” means all or any of the persons who provide financing in respect of the Project Operations pursuant to the Lending Agreements, including their respective permitted successors and assigns.
- 1.405 “**Sensitive Information**” means financial or commercial information which would, if disclosed to a competitor of Project Co or any Project Co Party, give that competitor a competitive advantage over Project Co or such Project Co Party and thereby prejudice the business of Project Co or such Project Co Party.
- 1.406 “**Series A Bonds**” has the meaning given in the Common Terms, Intercreditor and Collateral Trust Agreement.
- 1.407 “**Series B Bonds**” has the meaning given in the Common Terms, Intercreditor and Collateral Trust Agreement.
- 1.408 “**Severe Market Disruption**” means any occurrence of exceptional circumstances in financial markets in Europe, the United States of America and/or Canada which:
- (a) results in the suspension or cessation of all or substantially all lending activity in national or relevant international capital or interbank markets; and
 - (b) adversely affect access by Project Co to such markets.
- 1.409 “**Severe Winter Weather**” means:

- (a) a combination of heavy snowfall over a short duration, accumulation of more than 2 cm/hr. or snowfall greater than 5 days' duration, wetter snow and/or high winds that result in visibility conditions such that snowplow operations become hazardous and such operations should reasonably cease for several hours; or
- (b) a freezing rain or hail event where the accumulation on fixed objects is greater than 6mm.
- 1.410 “**Service Payment**” has the meaning given in Schedule 18 - Payment Mechanism.
- 1.411 “**Site**” means, at any time and from time to time, that portion of the Lands on which Project Co or any Project Co Party is engaged in any construction or demolition activities or is otherwise engaged in completing the Works or on which any of the Works have been commenced but not completed in their entirety or that is otherwise within the active construction footprint of the Works.
- 1.412 “**Site Conditions**” means the condition of the Lands, including the physical, geophysical, climatic, ecological, environmental, geotechnical and archaeological conditions.
- 1.413 “**Small Works**” means any works, including facilities and equipment, of a minor nature that are requested by the Ministry to be performed having an individual cost or aggregate cost with other linked works, including facilities and equipment, of a minor nature, not exceeding \$100,000 (index linked), or as otherwise agreed from time to time, but excluding any works, including facilities and equipment, which will increase the likelihood of an Availability Failure or Quality Failure, will increase the cost to Project Co of performing the Project Operations or will materially hinder Project Co in the performance of the OM&R Work.
- 1.414 “**Species at Risk**” means any native wild species that have been designated and listed by the Lieutenant Governor in Council of Saskatchewan pursuant to subsection 49(1) of *The Wildlife Act* (Saskatchewan) as extirpated, endangered, threatened or vulnerable and any analogous federal list under the *Species at Risk Act* (Canada), and any other species that has been classified as being threatened or endangered under Applicable Law.
- 1.415 “**Stakeholders**” means individuals and organizations with an interest in the Project, including the Local Authorities, but excluding the Ministry.
- 1.416 “**Standby Letter of Credit**” has the meaning given in Section 2.2(a) of the Project Agreement.
- 1.417 “**Start-Up Meeting**” has the meaning given in Section 19.4(a) of the Project Agreement.
- 1.418 “**Step-In Period**” has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.419 “**Structure(s)**” has the mean given in Schedule 15-1 – Technical Requirements – General.

- 1.420 “**Subcontractor**” means any subcontractor of Project Co engaged by or through Project Co to perform any of the Project Operations, including the Construction Contractor, the O&M Provider, the CPPRW Contractor, any Supplier or consultant, and any subcontractor of any other subcontractor at any tier.
- 1.421 “**Subcontractor Losses**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.422 “**Subcontracts**” means the contracts entered into by or between Project Co and any Subcontractor or between any Subcontractor at any tier, including the Construction Contractor, the O&M Provider, the CPPRW Contractor and any other Subcontractor at any tier in relation to any aspect of the Project Operations.
- 1.423 “**Submittal**” means either a Works Submittal or an OM&R Submittal.
- 1.424 “**Subsequent Indebtedness Notice**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.425 “**Substantial Completion**” means the point at which the Bypass has been completed in accordance with the Project Agreement; and all requirements for Substantial Completion described in Schedule 16 - Commissioning, other than in respect of Minor Deficiencies, have been satisfied in respect of the Bypass as a whole.
- 1.426 “**Substantial Completion Certificate**” means the certificate to be issued by the Independent Certifier in accordance with Section 25.2 of the Project Agreement.
- 1.427 “**Substantial Completion Date**” means the date on which Substantial Completion is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.
- 1.428 “**Substantial Completion Notice**” has the meaning given in Section 25.2(b) of the Project Agreement.
- 1.429 “**Substantial Completion Payment**” means .
- 1.430 “**Substantial Completion Payment Commencement Date**” means the date that is two Business Days after the Substantial Completion Date.
- 1.431 “**Substitute**” has the meaning given in Schedule 5-1 - Construction Contractor’s Direct Agreement.
- 1.432 “**Suitable Substitute**” has the meaning given in Schedule 4 - Lenders’ Direct Agreement.
- 1.433 “**Supplemental Trust Indenture**” has the meaning given in the Common Terms, Intercreditor and Collateral Trust Agreement.
- 1.434 “**Supplier**” means a person who supplies to Project Co, or to any Subcontractor, any equipment, materials, supplies or services as part of, or for, the Project Operations.

- 1.435 “**Taxes**” means any and all taxes, levies, imposts, duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto, and includes all GST and PST except where stated to the contrary, provided however that “Taxes” shall not include the Ministry Taxes.
- 1.436 “**Technical Appraisal Form**” or “**TAF**” means a form substantially in the format attached as Attachment 1 - Sample Contents for a Structural TAF to Appendix A of Schedule 9 - Review Procedure.
- 1.437 “**Technical Reports**” means the Environmental Reports, the Geotechnical Reports and the Archaeological Reports.
- 1.438 “**Technical Requirements**” means Schedule 15 – Technical Requirements, and includes Schedule 15-1 – Technical Requirements – General Information, Schedule 15-2 – Technical Requirements – Design and Construction, and Schedule 15-3 – Technical Requirements – OM&R and Handback.
- 1.439 “**Temporary Traffic Accommodation On-Site Road Safety Audit**” means the Road Safety Audit described in Section 200.5.7.3.3 of Schedule 15-2 – Technical Requirements – Design and Construction.
- 1.440 “**Temporary Works**” means works that are performed to serve a specific temporary function in the execution of the Works and in respect of which any resulting Infrastructure is removed at such time when its temporary use is no longer required.
- 1.441 “**Temporary-Use Lands**” means those Lands listed in Appendix C to Schedule which shall be available to Project Co for Temporary Works, borrow pits, staging, lay down areas and similar Construction Activities.
- 1.442 “**Tender Costs**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.443 “**Tender Process**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.444 “**Tender Process Monitor**” has the meaning given in Schedule 20 - Compensation on Termination.
- 1.445 “**Termination Date**” means the earlier of the Expiry Date and such other date, if any, on which termination of the Project Agreement takes effect in accordance with its terms.
- 1.446 “**Third Party Arbitration**” has the meaning given in Schedule 22 - Dispute Resolution Procedure.
- 1.447 “**Third Party Contractors**” means any person (not being, for the avoidance of doubt, Project Co or any Project Co Party or Additional Contractors) that carries out any Third Party Works.

- 1.448 “**Third Party Facilities**” means transit shelters, telephone facilities, Infrastructure and other property of Utility Companies and Railway Companies and other public facilities and associated equipment, plant, materials and apparatus installed and operated or to be installed and operated on the Lands by any transit authority, Local Authority, communications provider, Utility Company, Railway Company or other third party (not including, for the avoidance of doubt, Project Co or any Project Co Party).
- 1.449 “**Third Party Litigation**” has the meaning given in Schedule 22 - Dispute Resolution Procedure.
- 1.450 “**Third Party Works**” means works in relation to the Third Party Facilities and includes Utility Work and work pursuant to a Utility Agreement, Railway Agreement, Railway Order or an encroachment permit or other permitting authority of any Governmental Authority under Applicable Law.
- 1.451 “**Threshold Equity Sale Amount**” means the amount which, if paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital, would result in an Implied Equity Value that, if received in full on the day of the sale of Equity Capital, taken together with all Distributions paid in respect of the Equity Capital, and taking account of the actual timing of payment of all such amounts, would result in an Equity Sale IRR equal to the Threshold Equity Sale IRR.
- 1.452 “**Threshold Equity Sale IRR**” means .
- 1.453 “**Title Encumbrances**” means the Encumbrances listed in Schedule 17 – Title and Title Encumbrances and any other Encumbrance consented to by the Ministry and reasonably required in connection with the development of the Bypass and the Project Operations.
- 1.454 “**Trade-Marks**” means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.
- 1.455 “**Traffic Quality Management Plan**” has the meaning given in Schedule 15-1 – Technical Requirements – General Information.
- 1.456 “**Trespasser**” has the meaning given in Section 9.6(a) of the Project Agreement.
- 1.457 “**Trust Indenture**” means the trust indenture dated on or about the date hereof between Project Co, as issuer, and Computershare Trust Company of Canada, as indenture trustee.
- 1.458 “**Uninsurable Event**” means any event which arises directly and solely from an Uninsurable Risk.
- 1.459 “**Uninsurable Risk**” has the meaning given in Section 8.1 of Schedule 24 - Insurance and Performance Security Requirements to the Project Agreement.
- 1.460 “**Utilities**” means energy/power supplies and waste recovery, including electricity, natural gas/fuel oil, water, sanitary waste and storm water.

- 1.461 “**Utility Agreements**” means any agreement entered into by the Ministry with a Utility Company in connection with the construction, installation, operation, repair, preservation, relocation or maintenance of Utility Infrastructure in, on, under, over or adjacent to the Lands, and includes any site or other permits issued thereunder or pursuant thereto, all as amended, supplemented or replaced from time to time.
- 1.462 “**Utility Company**” means the owner or operator of any Utility Infrastructure.
- 1.463 “**Utility Infrastructure**” means privately, publicly or cooperatively owned lines, facilities or systems for transmitting or distributing electricity, data, communications, gas, oil and petroleum products, water, storm water or sewage or other similar commodity or substance which serve the public directly or indirectly, including underground, surface and overhead facilities as well as facilities which use common poles, ducts or conduits on a shared basis, and all related infrastructure.
- 1.464 “**Utility Works**” means the work carried out by or for a Utility for the design, procurement of materials and services, installation, protection, removal and relocation work, whether temporary or permanent, relating to Utility Infrastructure necessary to accommodate the Project, carried out in connection with or as part of the Project Operations, including the installation, protection, removal and relocation, of poles, pole lines, conduits, gas pipes, oil pipes, sewers and tile lines, and related ancillary works.
- 1.465 “**Variation**” has the meaning given in Schedule 19 - Variation Procedure.
- 1.466 “**Variation Confirmation**” has the meaning given in Schedule 19 - Variation Procedure.
- 1.467 “**Variation Directive**” has the meaning given in Schedule 19 - Variation Procedure.
- 1.468 “**Variation Enquiry**” has the meaning given in Schedule 19 - Variation Procedure.
- 1.469 “**Variation Procedure**” means the procedure set out in Schedule 19 - Variation Procedure.
- 1.470 “**Warning Notice**” has the meaning given in Section 29.3(a) of the Project Agreement.
- 1.471 “**WCB**” means the Saskatchewan Workers’ Compensation Board that is responsible for administering *The Workers’ Compensation Act* (Saskatchewan).
- 1.472 “**Works**” means the design, construction, installation, testing, commissioning and completion of the Bypass, including the rectification of any Minor Deficiencies, and any other activities required to enable or facilitate the commencement of the OM&R Work, and all work under the Permits, Licenses and Approvals.
- 1.473 “**Works Change in Law**” means any Change in Law that:
- (a) is not a Relevant Change in Law;

- (b) occurs following Substantial Completion;
 - (c) requires Project Co to perform any work of alteration, addition, demolition, extension or variation in the quality or function of the Bypass which is similar in nature to the Works but is not Works or capital replacement work which Project Co would otherwise be required to perform in order to comply with its obligations under the Project Agreement; and
 - (d) was not reasonably foreseeable at the Financial Submission Date by an experienced contractor carrying out activities and/or performing design and/or other operations similar to those to be carried out and/or performed by any Project Co Party in relation to the Project.
- 1.474 “**Works Committee**” has the meaning given in Section 11.1(a) of the Project Agreement.
- 1.475 “**Works Report**” has the meaning given in Section 22.5(a) of the Project Agreement.
- 1.476 “**Works Schedule**” means the schedule to be prepared and submitted by Project Co in accordance with Section 22.2 of the Project Agreement.
- 1.477 “**Works Submittal**” has the meaning given in Section 1.1 of Schedule 9 - Review Procedure.
- 1.478 “**WRB Contract**” means Contract H12071 between the Ministry and Potzus Paving & Road Maintenance Ltd.
- 1.479 “**WRB Defect**” means any defect, deficiency or fault in the design of the Existing WRB Infrastructure or failure of the construction of the Existing WRB Infrastructure to comply with the construction and technical specifications contained in, or applicable to, the WRB Contract .
- 1.480 “**WRB Latent Defect**” means any WRB Defect that could not reasonably have been ascertained by a competent person in accordance with Good Industry Practice during a visual inspection of the Existing WRB Infrastructure.
- 1.481 “**WRB Warranty Period**” has the meaning given in Section 38.1(a) of the Project Agreement.
- 2. Interpretation.** The Project Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:
- 2.1 The tables of contents, headings, marginal notes and references to them in the Project Agreement are for convenience of reference only, shall not constitute a part of the Project Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, the Project Agreement.

- 2.2 Except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of the Project Agreement) references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement are references to such Sections, Clauses, Paragraphs, or Subparagraphs of, Schedules to, or divisions of the Project Agreement and the terms “Section” and “Clause” are used interchangeably and are synonymous.
- 2.3 Except where the context requires otherwise, references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement followed by a number are references to the whole of the Section, Clause, Paragraph, Subparagraphs, Schedule or other division of the Project Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix.
- 2.4 Except where the context requires otherwise, references in the Technical Requirements to specific Parts, Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Technical Requirements shall be construed such that each such reference on a page of the Technical Requirements will be read to be preceded by and to include the prefix Section number or other reference at the top of the applicable page, and all cross-references to any Section in Schedule 15 - Technical Requirements shall be interpreted to include the applicable prefix Section number or other reference.
- 2.5 The Schedules to the Project Agreement are an integral part of the Project Agreement and a reference to the Project Agreement includes a reference to the Schedules.
- 2.6 All references in the Project Agreement to a Schedule shall be to a Schedule of the Project Agreement.
- 2.7 All capitalized terms used in a Schedule shall have the meanings given to such terms in Schedule 1 - Definitions and Interpretation, unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- 2.8 The language of the Technical Requirements and other documents comprising the Project Agreement is in many cases written in the imperative for brevity. Clauses containing instructions, directions or obligations are directed to Project Co and shall be construed and interpreted as if the words “Project Co shall” immediately preceded the instructions, directions or obligations.
- 2.9 Words importing persons or parties are to be broadly interpreted and include an individual, corporation, limited liability company, joint stock company, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.

- 2.10 Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- 2.11 Unless otherwise provided in the Project Agreement, all accounting and financial terms used in the Project Agreement shall be interpreted and applied in accordance with Canadian GAAP.
- 2.12 References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of the Project Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- 2.13 References to any Applicable Law, including any statutes or other Applicable Law specifically referred to herein, whether or not amendments or successors to such Applicable Law are referred to herein, are to be construed as references to that Applicable Law as from time to time amended or to any Applicable Law covering the same or similar subject matter from time to time replacing, extending, consolidating or amending the same.
- 2.14 References to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute.
- 2.15 References to persons shall include their successors and assigns. References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.
- 2.16 A reference in the Project Agreement or in any Project Document to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Laws has such right, power, obligation or responsibility at the relevant time.
- 2.17 References to a deliberate act or omission or deliberate or negligent act or omission of any Province Person shall be construed having regard to the interactive nature of the activities of the Province Persons and Project Co and further having regard to:
- (a) acts contemplated by the Technical Requirements;
 - (b) acts or omissions in the ordinary course of the Governmental Activities and expressly or reasonably inferred from the Technical Requirements to be taken into account by Project Co in the performance of the OM&R Work; or
 - (c) acts otherwise provided for in the Project Agreement.
- 2.18 The words in the Project Agreement shall bear their natural meaning.

- 2.19 Each of Project Co's and the Ministry's respective obligations shall be construed as separate obligations owed to the other.
- 2.20 References containing terms such as:
- (a) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to the Project Agreement taken as a whole; and
 - (b) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- 2.21 In construing the Project Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach apply to the construction of the Project Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "such as" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 2.22 Where the Project Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.23 Where the Project Agreement states that an obligation shall be performed "no later than" or "by" a prescribed number of days before a stipulated date or event or "by" a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.24 Where the Project Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.25 Any reference to time of day or date means the local time or date in Regina, Saskatchewan.
- 2.26 Unless otherwise indicated, time periods will be strictly construed.
- 2.27 Whenever the terms "will" or "shall" are used in the Project Agreement in relation to Project Co or the Ministry they shall be construed and interpreted as synonymous and to read "Project Co shall" or the Ministry shall" as the case may be.

- 2.28 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 2.29 Unless otherwise identified in the Project Agreement, all units of measurement in any documents submitted by Project Co to the Ministry shall be in accordance with the SI system of units.
- 2.30 Terms not defined herein and used in the Project Agreement which have a technical meaning commonly understood by the road and highway construction and maintenance industry in Ontario will be construed as having that meaning unless the context otherwise requires.
- 2.31 Save where expressly stated otherwise, references to amounts or sums expressed to be “indexed” or “index linked” are references to amounts or sums which require adjustment to reflect the effects of inflation. Such adjustment shall be calculated in accordance with the following formula:

$$\text{Adjusted amount or sum} = \text{Amount or sum} \times \frac{\text{CPI}_n}{\text{CPI}_0}$$

- 2.32 The terms “properly inferable”, “readily apparent” and “readily discoverable” as used in this Project Agreement, shall be interpreted by taking into consideration Project Co’s and any Project Co Party’s experience and the investigations, inspections and examinations of the Background Information and in respect of the Lands carried out by Project Co or by any Project Co Party during the Request for Proposals process or other due diligence, in each case in accordance with Good Industry Practice.
- 2.33 references to the exercise of discretion by a Party shall, except as otherwise expressly provided, be construed as meaning in the sole, absolute and unfettered discretion of such Party.

**APPENDIX 1
Ministry Permits, Licences and Approvals**

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