



This is the 1<sup>st</sup> Affidavit of Jeff Keeble  
in this case and was made on November 15, 2024

No. H240524  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

WHITEWATER CONCRETE LTD.,  
WHITEWATER DEVELOPMENTS LTD.,  
ROBERT KYLE SMITH,  
CRAIG SMITH,  
KRYSTLE HOLDINGS LTD.,  
BASTIAN HOLDINGS LTD.,  
145 GOLDEN DRIVE LTD.,  
BARRY CHARLES HOLDINGS LTD.,  
BECISON HOLDING CORPORATION,  
G.I.H. PROPERTIES LTD.,  
MCVICAR & COMPANY HOLDINGS INC.,  
TNL DEVELOPMENTS LTD.,  
AMAN GILL,  
PETER CHAPPELL,  
SANDRA CHAPPELL and  
TERESA GAUTREAU

RESPONDENTS

**AFFIDAVIT**

I, Jeff Keeble, Licensed Insolvency Trustee of 410 West Georgia Street, Vancouver, British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice-President at Deloitte Restructuring Inc., the Court-appointed Receiver (in such capacity, the **"Receiver"**), without security, of certain lands, other assets and property of the Respondents Whitewater Concrete Ltd. (**"Concrete"**), Whitewater Developments Ltd. (**"Developments"**) and together with Concrete, the **"Operating Companies"**) and 145 Golden Drive Ltd. (**"145"**) and together with the Operating

Companies, the “**Debtors**”), and as such have personal knowledge of the matters herein deposed to, except where stated to be based on information and belief, in which case I verily believe them to be true.

2. I am authorized to make this Affidavit on behalf of the Receiver.

### **The Receivership Order**

3. On July 2, 2024, this Court granted a receivership order (the “**Receivership Order**”) in these proceedings. As set out in paragraph 2 of the Receivership Order, the Receiver was appointed over, among other things, all of the current assets, claims and choses in action of the Operating Companies, including without limitation all accounts receivable, inventory, cash (including all funds on deposit at any bank) and pre-paid deposits.
4. In addition, paragraph 5 of the Receivership Order requires all persons (other than governmental authorities) to advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records and information of any kind related to the business or affairs of the Debtors. Upon request, these persons are obliged to advise the Receiver of the existence of any such records in that person’s possession or control. And allow the Receiver access to those records

### **The Relevant Parties**

5. Based on my review of information provided to the Receiver relating to the affairs of the Debtors, 145 is a holding company whose sole purpose is to hold title to specific real estate, while the Operating Companies provide products and services for contractors and developers.
6. Concrete is the primary operating entity and provides tower crane rentals and concrete forming equipment and services to multi-storey residential, commercial, and institutional projects and developers.
7. At the time the Receivership Order was pronounced on July 2, 2024, Concrete had eight ongoing projects (the “**Concrete Projects**”) in various stages of completion, including

the St. Paul's Hospital project (the "**St. Paul's Project**") at 1002 Station Street in Vancouver. The St. Paul's Project is the construction of a new hospital to replace the existing St. Paul's Hospital. PCL Constructors Westcoast Inc. ("**PCL**") is the general contractor for the St. Paul's Project. PCL's website describes the St. Paul's Project as follows:

PCL Construction is pleased to announce it has been awarded the \$1.7 billion design-build contract for the new St. Paul's Hospital Project. This health care facility will be the most extensive hospital redevelopment in BC's history and PCL's largest Buildings division design-build in company history.

#### **Relationship between Concrete and Trilogy**

8. Based on various records provided to the Receiver, I understand that Concrete, in partnership with Syber Concrete Forming Ltd. ("**Syber**"), formed a related company named Trilogy Concrete Ltd. or Trilogy Concrete 2021 Ltd. (collectively, "**Trilogy**") specifically for the St. Paul's Project. For instance, the corporate search for Syber indicates that the sole director of the company is Mr. Steve Beaton ("**Mr. Beaton**"). The corporate search for Trilogy shows that Mr. Beaton, together with the principals of the Debtors, Robert Kyle Smith and Craig Smith (the "**Whitewater Principals**"), are the directors of Trilogy. True copies of the corporate searches for Syber, Trilogy and the Operating Companies are collectively attached and marked hereto as **Exhibit "A"**.
9. On July 3, 2024, I met with Craig Smith and Kyle Smith who advised me that accounts receivable owing to Concrete from Trilogy is the result of Concrete providing labour to Trilogy who was contracted by PCL on the St. Paul's Project. Craig Smith and Kyle Smith provided no information to me at that time that Trilogy and Concrete were in any way related companies. However, based on my review on Concrete's books and records, I understand that as at May 31, 2024, approximately \$7 million of receivables were owing from Trilogy to Concrete, comprised of approximately \$3.7 million in accounts receivable and \$3 million of holdback funds.

10. On July 8, 2024, I had a call with Janine Wolpert and Graham Sibbald from Wylie-Crump Ltd., the insurance broker for Concrete. They advised me, and I verily believe, that:
  - (a) Concrete and Trilogy are co-insureds on a CGL insurance policy (the "**Policy**");
  - (b) Trilogy was a "joint venture" between Concrete and Syber to construct St. Pauls Hospital and Concrete was the "managing partner on the administration side"; and
  - (c) Trilogy's portion of the Policy premium was \$1,375 and Syber and Concrete own the insured equipment.
11. On July 16, 2024, I had a call with Craig Smith and David Winter, who was described to me as a former employee of Concrete. Craig Smith said that 270 people were provided to the St. Paul's Project by Concrete. In addition, he advised that PCL requested a schedule acceleration on this job which cost \$6 million to accommodate and a change order of only \$1.8M was granted by PCL and that four months were left on the contract. He also told me that Concrete was contracting with Trilogy and billing Trilogy on a time and materials basis but no written contract was ever provided and no recovery was expected from the receivables of Trilogy. Mr. Smith was vague with the details and indicated he would provide more details but nothing further was ever provided by him.
12. Based on their answers to my questions during these meetings, I formed the opinion that the Whitewater Principals were being evasive and vague with respect to the relationship between Trilogy and Concrete and in providing documentary support for the receivables and any holdback funds owing from Trilogy to Concrete.
13. On November 15, 2024, the Operating Companies' external accountants (the "**Accountants**"), Pasman, Smith & Company Ltd., advised me that, based on tax information, Trilogy is owned 25% by Bastion Holdings Ltd. ("**Bastion**") 25% by Krystle Holdings Ltd. ("**Krystle**") and 50% by Steve Beaton Holdings ("**Beaton Holdings**"). A review of the corporate searches for these entities reveals that the sole directors for Bastion and Krystle are Craig Smith and Kyle Smith, whereas the sole



discretion of Beaton Holdings is Anna Horvath, an individual with the same mailing address as Mr. Beaton. Attached and marked collectively hereto as **Exhibit "B"** is the Accountants' November 15, 2024 email to me and the corporate searches for Bastion, Krystle and Beaton Holdings.

14. Based on a review of the Personal Property Registry search results for Trilogy, I understand that on February 27, 2024, only four months prior to the Receivership Order, Trilogy, the Debtors and the Whitewater Principals collectively granted a security interest into their present and after acquired personal property in favour of various secured parties. Attached and marked hereto as **Exhibit "C"** is a true copy of the Trilogy PPR search results.
15. Additionally, I have reviewed a slide deck from Buy Social Canada with respect to the St. Paul's Project dated June 2022. Page 12 of the slide deck explicitly notes Trilogy as being a subcontractor on the St. Paul's Project, and that Trilogy is a collaboration between "Whitewater" and "Syber". Attached and marked hereto as **Exhibit "D"** is a true copy of Page 12 of this slide deck.
16. Further, I have also reviewed a press release from St. Paul's website titled "'Topped Out'- New St. Paul's Hospital Marks Major Milestone." Within this press release is a quote from an individual on behalf of Trilogy named Joseph Foley, who I understand was an employee of Concrete as at the date of the Receivership. The press release states:

Whitewater Concrete and Syber Concrete Forming came together to form Trilogy to take on this gigantic project because it was easier for us to combine efforts," explains Joseph Foley with Trilogy. "There have been lots of long days and lots of hard work, but the end is in sight for our team as we wrap up our work over the next few months. Looking at the hospital now, I'm proud. This is an important building for the community and will serve many generations."

Attached and marked hereto as **Exhibit "E"** is a true copy of an excerpt from the above-noted press release.

17. I was provided with a copy of the Policy issued by Northbridge Insurance effective June 30, 2024. Both Trilogy and Concrete are named as co-insured under the Policy, a true copy of which is attached and marked hereto as **Exhibit "F"**.
18. In addition to the foregoing, I understand that a substantial portion of the Operating Companies' assets, which are not located at project sites, are located at 27222 Lougheed Highway, which is the address for Trilogy noted in the Sub-Contract, as well as the address for WCL as noted in the WCL Letter (as later defined).

#### **Initial Correspondence**

19. The Receiver has made repeated requests to Trilogy and the Whitewater Principals for information, records or agreements relating to their involvement in the St. Paul's Project. Despite these numerous requests, Trilogy and the Whitewater Principals have provide no response, information or records relating to the St. Paul's Project. As a result, the Receiver has been unable to obtain information, records or agreements relating to the St. Paul's Project and only has a limited understanding of the relationship of the Debtors to both Trilogy and to the St. Paul's Project.
20. In or around July 2024, the Receiver learned that the Whitewater Principals planned to provide a proposal for the Receiver's approval to form a new company to complete the Concrete Projects, including the St. Paul's Project. The Receiver advised the Whitewater Principals of terms it would require in relation to that proposal. After being told this, the Whitewater Principals appear to have decided not to cooperate with the Receiver and did not provide a proposal. Instead, they appear to have issued a letter dated July 29, 2024 (the "**WCL Letter**") to their partners, advising that they had incorporated a new entity, WCL Formwork Ltd. ("**WCL**"), to work on active projects, and that they have signed contracts under WCL. The WCL Letter is issued under WCL letterhead and a true copy of this letter is attached and marked hereto as **Exhibit "G"**.
21. WCL was an entity incorporated on June 28, 2024. The directors of WCL are the Whitewater Principals. Attached and marked hereto as **Exhibit "H"** is a true copy of WCL's corporate search.

22. In response to the WCL Letter, the Receiver, through its counsel, wrote to various contractors with relationships to the Operating Companies, including Trilogy on August 16, 2024. The Receiver advised, among other things, that all accounts receivable in relation to the Concrete Projects are captured under the Receivership Order. A copy of the August 16, 2024 letter to Trilogy is attached and marked hereto as **Exhibit "I"**.
23. On numerous occasions, the Receiver has sought from the Whitewater Principals, employees of the Operating Companies and Trilogy information with respect to the St. Paul's Project and the relationship between the Operating Companies and Trilogy. To date, the Receiver has received no response to those requests from the Whitewater Principals, the Operating Companies or Trilogy. It is the Receiver's position that this constitutes contravention of the Receivership Order. Attached and marked collectively as **Exhibit "J"** are the following:
- (a) an email chain from July 30, 2024 through August 12, 2024 from between the Receiver, Craig Smith, and Mr. David Winter ("**Mr. Winter**"), an employee of Concrete, requesting, among other things, accounting information respecting Trilogy;
  - (b) an email chain from Mr. Kaleb Butt of the Receiver to Mr. Winter from August 12, 2024 through August 14, 2024 requesting, among other things, information respecting the accounts receivable of Trilogy; and
  - (c) an email from the Receiver to Craig Smith dated August 26, 2024 requesting further information with respect to the Trilogy project.

#### **The St. Paul's Project and the Holdback Funds**

24. Based on the information the Receiver does have, the Receiver understands that the concrete sub-contract (the "**Sub-Contract**") with respect to the St. Paul's Project is between Trilogy and PCL.
25. In the course of its duties, the Receiver has worked to determine the status of the St. Paul's Project, which included obtaining an accounting of all payments made, or that may

be made to Trilogy pursuant to the Sub-Contract. On or around November 7, 2024, the Receiver became aware that PCL was in the process of paying certain holdback funds (the “**Holdback Funds**”) to Trilogy pursuant to the Sub-Contract.

*November Correspondence with PCL and Trilogy*

26. Accordingly, by letter dated November 7, 2024 to PCL, the Receiver, through its counsel:
- (a) advised PCL that Trilogy and the Whitewater Principals had failed to provide any information to the Receiver respecting the St. Paul’s Project;
  - (b) advised PCL that the Receiver and/or Royal Bank of Canada (“**RBC**”) the Operating Companies’ senior secured creditor, may have an interest in the Holdback Funds;
  - (c) requested particulars and supporting documentation respecting the Sub-Contract, an replacement contract, including an accounting of all funds paid or to be paid pursuant thereto; and
  - (d) requested that PCL not release the Holdback Funds until such time the Receiver had an opportunity to review the requested disclosure.

A true copy of the November 7, 2024 letter is attached and marked hereto as **Exhibit “K”**.

27. On November 8, 2024, in-house counsel for PCL advised the Receiver’s counsel that it would review the matter and, in the meantime, no holdback was payable by PCL to Trilogy at that time. A true copy of the November 8, 2024 email from PCL to the Receiver’s counsel is attached and marked hereto as **Exhibit “L”**.
28. On November 14, 2024, counsel for PCL provided the Receiver with a copy of the Sub-Contract, dated February 23, 2022, together with an “Invoice and Application for Payment” (the “**Invoice**”) from Trilogy to PCL. The Invoice date range was for the period of October 16 to 31, 2024, and states that the gross value of the Sub-Contract is

approximately \$72 million, with the Holdback Funds totalling just over \$7.1 million. True copies of the Sub-Contract and the Invoice provided by PCL's counsel are attached and marked collectively hereto as **Exhibit "M"**.

29. On November 14, 2024, PCL's counsel advised the Receiver and its counsel by email that PCL would be releasing the Holdback Funds, in the amount of \$5.9 million, to Trilogy on Monday November 18, 2024. In response, the Receiver's counsel advised that it would be bringing an urgent application to Court to protect the Receiver's interest in the Holdback Funds. A copy of the email thread between the Receiver's counsel and PCL's counsel is attached and marked hereto as **Exhibit "N"**.
30. On November 14, 2024, the Receiver, through its counsel, advised PCL, Trilogy and Syber that it would be making an urgent application to court to protect the Receiver and/or RBC's interest in the Holdback Funds. True copies of the letters sent to PCL, Trilogy and Syber are attached and marked collectively hereto as **Exhibit "O"**.
31. On November 15, 2024 at 2:07 PM, I received an email from Mr. Beaton in response to the November 14, 2024 letters. Mr. Beaton claimed that Trilogy and Syber are not in partnership, that Trilogy is a limited liability company with corporate shareholders and that Syber has no beneficial or legal interest in Trilogy. In addition, Mr. Beaton advised that Syber is a supplier of goods and services to the St. Paul's Project and is merely a sub-contractor of Trilogy who is not privy to any information the Receiver requested. A true copy of Mr. Beaton's November 15, 2024 email is attached and marked hereto as **Exhibit "P"**.
32. To date, neither the Receiver, nor its counsel, have heard from any representatives of Trilogy regarding the Holdback Funds or the St. Paul's Project.

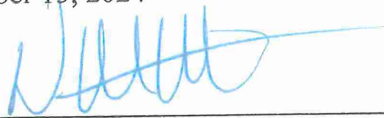
### **Summary**

33. As a result of the failure of each of Trilogy, the Debtors and the Whitewater Principals to provide the Receiver with information respecting the St. Paul's Project and the Sub-

Contract, the Receiver has been unable to analyze the matter and determine whether the Holdback Funds are captured under the Receivership Order.

34. I make this affidavit in support of the Receiver's application for an interlocutory injunction with respect to the Holdback Funds.

AFFIRMED BEFORE ME at the City of )  
 Vancouver, in the Province of British Columbia )  
 on November 15, 2024 )



\_\_\_\_\_  
 A Commissioner for taking Affidavits for the )  
 Province of British Columbia )



\_\_\_\_\_  
 JEFF KEEBLE

**NOOR MANN**  
*Barrister & Solicitor*  
 1600 - 925 WEST GEORGIA ST.  
 VANCOUVER, B.C. V6C 3L2  
 (604) 685-3456





**BC Registry  
Services**

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary For SYBER CONCRETE FORMING LTD.

This is Exhibit "A" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

A Commissioner for taking Affidavits  
within British Columbia.

**Date and Time of Search:** November 15, 2024 11:17 AM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

**Incorporation Number:** BC0707880  
**Name of Company:** SYBER CONCRETE FORMING LTD.  
**Business Number:** 862965373 BC0001  
**Recognition Date and Time:** Incorporated on November 03, 2004 03:26 PM Pacific Time  
**Last Annual Report Filed:** November 03, 2023  
**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
220, 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

**Delivery Address:**  
220, 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
220, 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

**Delivery Address:**  
220, 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Beaton, Steve

**Mailing Address:**  
23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

**Delivery Address:**  
23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

### OFFICER INFORMATION AS AT November 03, 2023



**Last Name, First Name, Middle Name:**

Beaton, Steve

**Office(s) Held:** (President, Secretary)**Mailing Address:**23105-68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA**Delivery Address:**23105-68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

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**BC Registry  
Services**

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

### For TRILOGY CONCRETE 2021 LTD.

**Date and Time of Search:** November 15, 2024 11:14 AM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

**Incorporation Number:** BC1326130  
**Name of Company:** TRILOGY CONCRETE 2021 LTD.  
**Business Number:** 775119506 BC0001  
**Recognition Date and Time:** Incorporated on September 28, 2021 11:22 AM Pacific Time  
**Last Annual Report Filed:** September 28, 2024  
**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

**Delivery Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

**Delivery Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
BEATON, JOHN STEVEN

**Mailing Address:**  
UNIT 102- 26620 56TH AVENUE  
LANGLEY BC V4W 3X5  
CANADA

**Delivery Address:**  
UNIT 102- 26620 56TH AVENUE  
LANGLEY BC V4W 3X5  
CANADA

**Last Name, First Name, Middle Name:**

SMITH, ROBERT KYLE

**Mailing Address:**644 ALDERSIDE DRIVE  
PORT MOODY BC V3H 3A5  
CANADA**Delivery Address:**644 ALDERSIDE DRIVE  
PORT MOODY BC V3H 3A5  
CANADA

---

**Last Name, First Name, Middle Name:**

SMITH, CRAIG ALLEN

**Mailing Address:**1010 BEAUMONT DRIVE  
NORTH VANCOUVER BC V7R 1P9  
CANADA**Delivery Address:**1010 BEAUMONT DRIVE  
NORTH VANCOUVER BC V7R 1P9  
CANADA

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NO OFFICER INFORMATION FILED AS AT September 28, 2024.

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**BC Registry  
Services**

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

### For WHITEWATER CONCRETE LTD.

**Date and Time of Search:** November 15, 2024 11:15 AM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

<b>Incorporation Number:</b>	BC0385154	
<b>Name of Company:</b>	WHITEWATER CONCRETE LTD.	
<b>Business Number:</b>	888432580 BC0001	
<b>Recognition Date:</b>	Incorporated on April 04, 1990	<b>In Liquidation:</b> No
<b>Last Annual Report Filed:</b>	April 04, 2024	<b>Receiver:</b> No

### COMPANY NAME INFORMATION

<b>Previous Company Name</b>	<b>Date of Company Name Change</b>
385154 B.C. INCORPORATED	May 15, 1998

### REGISTERED OFFICE INFORMATION

<b>Mailing Address:</b>	<b>Delivery Address:</b>
C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA	C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA

### RECORDS OFFICE INFORMATION

<b>Mailing Address:</b>	<b>Delivery Address:</b>
C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA	C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

SMITH, ROBERT KYLE

**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7W 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7W 1M4  
CANADA**Last Name, First Name, Middle Name:**

SMITH, CRAIG ALLEN

**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7W 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7W 1M4  
CANADA**OFFICER INFORMATION AS AT April 04, 2024****Last Name, First Name, Middle Name:**

SMITH, ROBERT KYLE

**Office(s) Held:** (President)**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7M 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V7M 1M4  
CANADA**Last Name, First Name, Middle Name:**

SMITH, CRAIG ALLEN

**Office(s) Held:** (Secretary)**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA



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Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

### For WHITEWATER DEVELOPMENTS LTD.

**Date and Time of Search:** November 15, 2024 11:16 AM Pacific Time

**Currency Date:** July 24, 2024

### ACTIVE

**Incorporation Number:** BC0749982

**Name of Company:** WHITEWATER DEVELOPMENTS LTD.

**Business Number:** 105673081 BC0002

**Recognition Date and Time:** March 01, 2006 12:01 AM Pacific Time as a result of an Amalgamation **In Liquidation:** No

**Last Annual Report Filed:** March 01, 2024

**Receiver:** No

### AMALGAMATING CORPORATION(S) INFORMATION

**Name of Amalgamating Corporation**

BRIAN A. SMITH, C.G.A., INC.

WHITEWATER DEVELOPMENTS LTD.

**Incorporation Number in BC**

BC0362672

BC0108893

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

**Delivery Address:**

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

C/O PAUL C. WEIR LAW CORPORATION  
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CANADA

**Delivery Address:**

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

Smith, Craig Allen

**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Last Name, First Name, Middle Name:**

Smith, Robert Kyle

**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**OFFICER INFORMATION AS AT March 01, 2024****Last Name, First Name, Middle Name:**

SMITH, CRAIG ALLEN

**Office(s) Held:** (Secretary)**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Last Name, First Name, Middle Name:**

SMITH, ROBERT KYLE

**Office(s) Held:** (President)**Mailing Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA**Delivery Address:**27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2M 1M4  
CANADA



**Noor Mann (3161) - 14Flr**

**To:** Keeble, Jeff; Peter Roberts (3158) - 14Flr  
**Cc:** Butt, Kaleb; Bryan Gibbons (3152) - 14Flr  
**Subject:** RE: Whitewater Call w Deloitte

This is Exhibit "B" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

A Commissioner for taking Affidavits  
within British Columbia.

**From:** Robbie Ohlhauser <[robbieo@pasman.ca](mailto:robbieo@pasman.ca)>

**Sent:** Friday, November 15, 2024 12:06 PM

**To:** Keeble, Jeff <[jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca)>

**Cc:** Yin, Jordan <[joryin@deloitte.ca](mailto:joryin@deloitte.ca)>; Robert J Pasman <[rjpasman@pasman.ca](mailto:rjpasman@pasman.ca)>; Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>

**Subject:** [EXT] RE: Whitewater Call w Deloitte

Based on the tax information filed by the corporation, Trilogy Concrete 2021 Ltd. is owned 25% Bastian Holdings Ltd, 25% Krystle Holdings Ltd, and 50% Steave Beaton Holdings Ltd.

I have no information on Trilogy Concrete Ltd.

Robbie Ohlhauser, CPA



Pasman Smith & Company Ltd.

400 – 221 West Esplanade

North Vancouver, BC

V7M 3J3

Ph 604.985.8701 Ext 110

Fax 604.985.7400

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Please note that email transmissions are not secure and may be viewed by others. Our firm will not accept, respond to, nor disclose confidential client information via email. Please visit or call us directly to address confidential issues. Thank you.

**From:** Keeble, Jeff <[jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca)>

**Sent:** November 15, 2024 8:07 AM

**To:** Robbie Ohlhauser <[robbieo@pasman.ca](mailto:robbieo@pasman.ca)>

**Cc:** Yin, Jordan <[joryin@deloitte.ca](mailto:joryin@deloitte.ca)>; Robert J Pasman <[rjpasman@pasman.ca](mailto:rjpasman@pasman.ca)>; Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>

**Subject:** RE:Whitewater Call w Deloitte

Hi Robbie,

Thanks for your quick response.

Can you please confirm by return email which specific parties own Trilogy Concrete Ltd. and Trilogy Concrete 2021 Ltd.





BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

For  
**BASTIAN HOLDINGS LTD.**

**Date and Time of Search:** November 15, 2024 12:33 PM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

**Incorporation Number:** BC0648060  
**Name of Company:** BASTIAN HOLDINGS LTD.  
**Business Number:** 864293261 BC0001  
**Recognition Date:** Incorporated on May 24, 2002  
**Last Annual Report Filed:** May 24, 2023

**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

**Delivery Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

**Delivery Address:**  
C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
SMITH, CRAIG ALLEN

**Mailing Address:**  
207-53 WEST HASTINGS STREET  
VANCOUVER BC V6B 1G4  
CANADA

**Delivery Address:**  
207-53 WEST HASTINGS STREET  
VANCOUVER BC V6B 1G4  
CANADA

### OFFICER INFORMATION AS AT May 24, 2023

**Last Name, First Name, Middle Name:**  
SMITH, CRAIG ALLEN

**Office(s) Held:** (President, Secretary)

**Mailing Address:**  
207-53 WEST HASTINGS STREET  
VANCOUVER BC V6B 1G4  
CANADA

**Delivery Address:**  
207-53 WEST HASTINGS STREET  
VANCOUVER BC V6B 1G4  
CANADA

---



**BC Registry  
Services**

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

### For KRYSTLE HOLDINGS LTD.

**Date and Time of Search:** November 15, 2024 12:33 PM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

<b>Incorporation Number:</b>	BC0648058	
<b>Name of Company:</b>	KRYSTLE HOLDINGS LTD.	
<b>Business Number:</b>	864258868 BC0001	
<b>Recognition Date:</b>	Incorporated on May 24, 2002	<b>In Liquidation:</b> No
<b>Last Annual Report Filed:</b>	May 24, 2024	<b>Receiver:</b> No

### REGISTERED OFFICE INFORMATION

<b>Mailing Address:</b> C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA	<b>Delivery Address:</b> C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA
---	--

### RECORDS OFFICE INFORMATION

<b>Mailing Address:</b> C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA	<b>Delivery Address:</b> C/O PAUL C. WEIR LAW CORPORATION UNIT 2 - 107 KINGS ROAD WEST NORTH VANCOUVER BC V7N 2L7 CANADA
---	--

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
SMITH, ROBERT KYLE

**Mailing Address:**  
27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA

**Delivery Address:**  
27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA

### OFFICER INFORMATION AS AT May 24, 2024

**Last Name, First Name, Middle Name:**  
SMITH, ROBERT KYLE

**Office(s) Held:** (President, Secretary)

**Mailing Address:**

27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA

**Delivery Address:**

27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC V2W 1M4  
CANADA

---



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

For  
**STEVE BEATON HOLDINGS LTD.**

**Date and Time of Search:** November 15, 2024 12:39 PM Pacific Time  
**Currency Date:** July 24, 2024

### ACTIVE

**Incorporation Number:** BC0675699  
**Name of Company:** STEVE BEATON HOLDINGS LTD.  
**Business Number:** 877435107 BC0001  
**Recognition Date:** Incorporated on August 22, 2003  
**Last Annual Report Filed:** August 22, 2024

**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
220 - 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

**Delivery Address:**  
220 - 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
220 - 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

**Delivery Address:**  
220 - 7565 - 132ND STREET  
SURREY BC V3W 1K5  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
Horvath, Anna Patricia

**Mailing Address:**  
23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

**Delivery Address:**  
23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

### OFFICER INFORMATION AS AT August 22, 2024

**Last Name, First Name, Middle Name:**

Horvath, Anna Patricia

**Office(s) Held:** (President, Secretary)**Mailing Address:**23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA**Delivery Address:**23105 68TH AVENUE  
LANGLEY BC V2Y 2J7  
CANADA

---



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Business Debtor - "trilogy concrete"

Search Date and Time:  
Account Name:

November 13, 2024 at 4:46:25 pm Pacific time  
DELOITTE RESTRUCTURING INC. /  
RESTRUCTURATION DELOITTE INC.

### TABLE OF CONTENTS

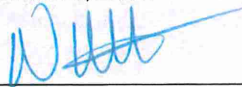
3 Matches in 3 Registrations in Report

Exact Matches: 0 (\*)

Total Search Report Pages: 14

	Base Registration	Base Registration Date	Debtor Name	Page
1	<a href="#">630954N</a>	March 30, 2022	TRILOGY CONCRETE 2021 LTD.	<a href="#">2</a>
2	<a href="#">630973N</a>	March 30, 2022	TRILOGY CONCRETE 2021 LTD.	<a href="#">6</a>
3	<a href="#">216299Q</a>	February 27, 2024	TRILOGY CONCRETE 2021 LTD.	<a href="#">10</a>

This is Exhibit "C" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 630954N**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	March 30, 2022 at 7:18:59 am Pacific time
<b>Current Expiry Date and Time:</b>	March 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

### CURRENT REGISTRATION INFORMATION

(as of November 13, 2024 at 4:46:25 pm Pacific time)

#### Secured Party Information

**ECHELON INSURANCE**

**Address**

#300-2680 MATHESON BLVD E.  
MISSISSAUGA ON  
L4W 0A5 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Debtor Information

**SYBER CONCRETE FORMING LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**WIZCON ENTERPRISES LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**TRILOGY CONCRETE 2021 LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**STEVE BEATON HOLDINGS LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**0733589 B.C. LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**1264737 B.C. LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**676088 B.C. LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**SYBER 17 CONCRETE FORMING LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**SYBER ENGINEERING LTD.**

**Address**

102-26620 56TH AVE.  
LANGLEY BC  
V4W 3X5 Canada

**BEATON, STEVEN**

**Address**

23105 - 68TH AVE.  
LANGLEY BC  
V2Y 2J7 Canada

**Birthdate**

**BALLUFF, PATTY**

**Address**

23105 - 68TH AVE.  
LANGLEY BC  
V2Y 2J7 Canada

**Birthdate**

**ALLAN, BRADLEY**

**Address**

1226 COAST MERIDIAN RD.  
COQUITLAM BC  
V3B 0E8 Canada

**Birthdate**

### Vehicle Collateral

None

### General Collateral

**Base Registration General Collateral:**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.  
PROCEEDS - CHATTEL PAPER, GOODS, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,  
INSTRUMENTS, MONEY AND INTANGIBLES.



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

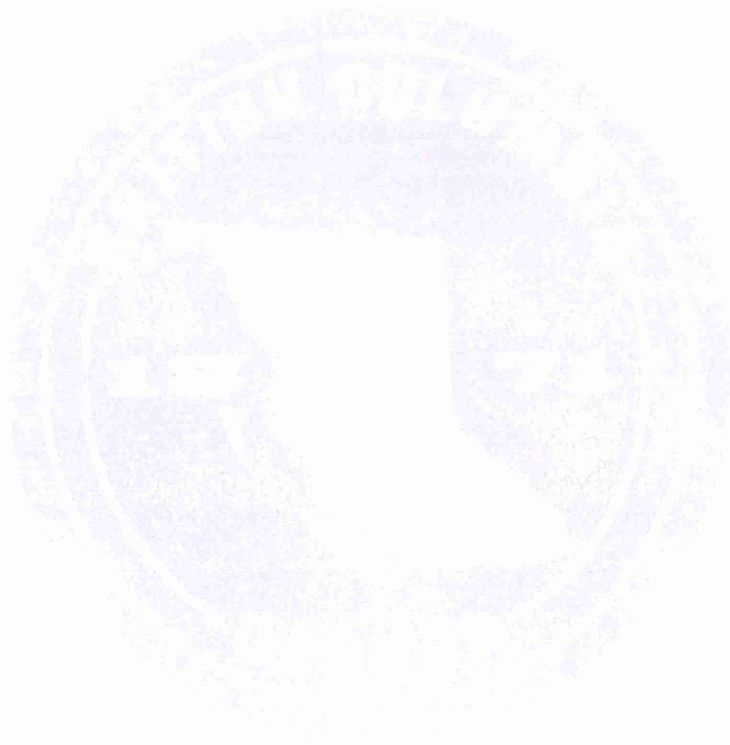
BC Registries and Online Services

### Original Registering Party

**PPSA CANADA INC. - (8545)**

#### Address

303-110 SHEPPARD AVE. E.  
TORONTO ON  
M2N 6Y8 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 630973N**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	March 30, 2022 at 7:22:16 am Pacific time
<b>Current Expiry Date and Time:</b>	March 30, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

---

### CURRENT REGISTRATION INFORMATION

(as of November 13, 2024 at 4:46:25 pm Pacific time)

---

#### Secured Party Information

**ECHELON INSURANCE**

**Address**

#300-2680 MATHESON BLVD E.  
MISSISSAUGA ON  
L4W 0A5 Canada

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Debtor Information

**WHITEWATER CONCRETE LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**LEGACY CRANES & EQUIPMENT  
LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**KRYSTLE HOLDINGS LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**1226745 B.C. LTD**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**WHITEWATER DEVELOPMENTS LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**TRILOGY CONCRETE 2021 LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**TORRENT SHOTCRETE HOLDINGS  
LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada





## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**SKAW PROPERTIES LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**145 GOLDEN DRIVE LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**207-53 WEST HOLDINGS LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**BASTIAN HOLDINGS LTD.**

**Address**

145 GOLDEN DR.  
COQUITLAM BC  
V3K 6T1 Canada

**SMITH, CRAIG**

**Address**

1010 BEAUMONT DR.  
NORTH VANCOUVER BC  
V7R 1P9 Canada

**Birthdate**

September 27,  
1969

**SMITH, KYLE**

**Address**

644 ALDERSIDE RD.  
PORT MOODY BC  
V3H 3A5 Canada

**Birthdate**

### Vehicle Collateral

None

### General Collateral

**Base Registration General Collateral:**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.  
PROCEEDS - CHATTEL PAPER, GOODS, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,  
INSTRUMENTS, MONEY AND INTANGIBLES.

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

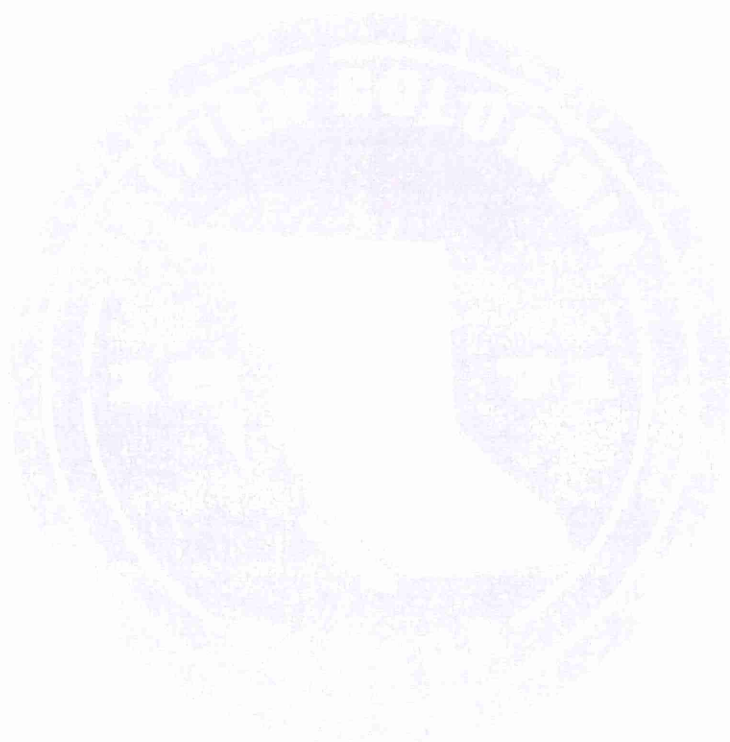
BC Registries and Online Services

### Original Registering Party

**PPSA CANADA INC. - (8545)**

#### Address

303-110 SHEPPARD AVE. E.  
TORONTO ON  
M2N 6Y8 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 216299Q

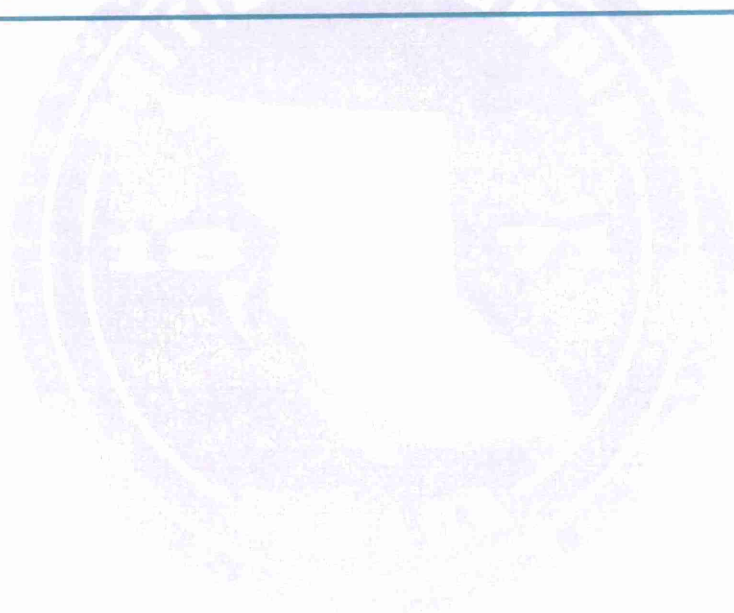
<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	February 27, 2024 at 2:08:53 pm Pacific time
<b>Current Expiry Date and Time:</b>	February 27, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

---

### CURRENT REGISTRATION INFORMATION

(as of November 13, 2024 at 4:46:25 pm Pacific time)

---





## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Secured Party Information

**BARRY CHARLES HOLDINGS LTD.**

**Address**

VENABLES STREET  
VANCOUVER BC  
V6A 4B4 Canada

**BECISON HOLDING CORPORATION**

**Address**

1661 WEST 5TH AVENUE  
VANCOUVER BC  
V6J 1N5 Canada

**G.I.H. PROPERTIES LTD.**

**Address**

P.O. BOX 18027  
VANCOUVER BC  
V6M 4L3 Canada

**MCVICAR & COMPANY HOLDINGS  
INC.**

**Address**

2015 SW MARINE DRIVE  
VANCOUVER BC  
V6P 6B4 Canada

**TNL DEVELOPMENTS LTD.**

**Address**

9400 FLORIMOND ROAD  
RICHMOND BC  
V7E 1M1 Canada

**GILL, AMAN**

**Address**

9400 FLORIMOND ROAD  
RICHMOND BC  
V7E 1M1 Canada

**CHAPPELL, PETER**

**Address**

C/O UNIT 505 – 1195 WEST BROADWAY  
VANCOUVER BC  
V6H 3X5 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**CHAPPELL, SANDRA**

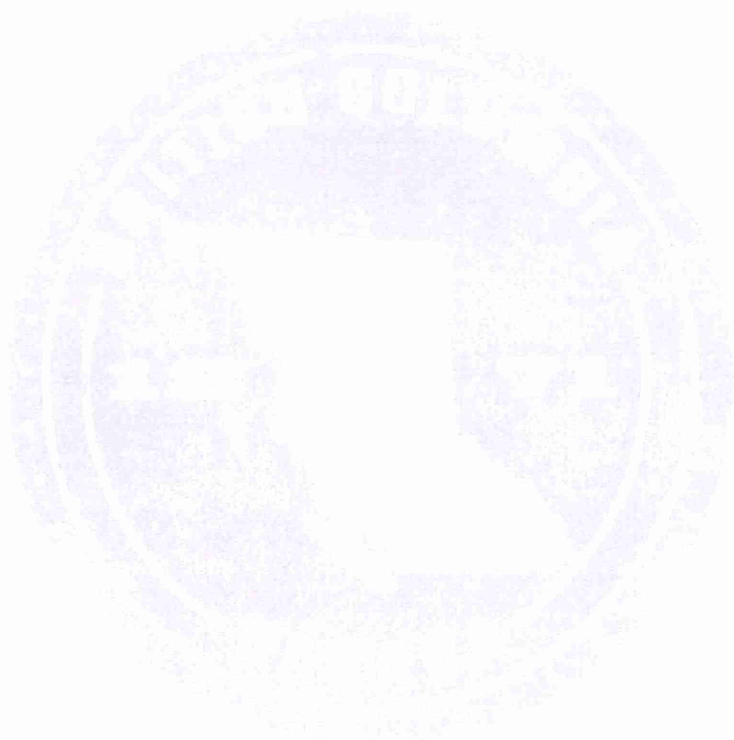
**Address**

C/O UNIT 505 - 1195 WEST BROADWAY  
VANCOUVER BC  
V6H 3X5 Canada

**GAUTREAU, TERESA**

**Address**

P.O. BOX 18027  
VANCOUVER BC  
V6M 4L3 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Debtor Information

**27222 LOUGHEED HIGHWAY  
HOLDINGS LTD.**

**Address**

145 GOLDEN DRIVE  
COQUITLAM BC  
V3K 3T1 Canada

**145 GOLDEN DRIVE LTD.**

**Address**

145 GOLDEN DRIVE  
COQUITLAM BC  
V3K 3T1 Canada

**SKAW PROPERTIES LTD.**

**Address**

C/O 145 GOLDEN DRIVE  
COQUITLAM BC  
V3K 3T1 Canada

**WHITEWATER CONCRETE LTD.**

**Address**

27222 LOUGHEED HIGHWAY  
MAPLE RIDGE BC  
V2W 1M4 Canada

**WHITEWATER DEVELOPMENTS LTD.**

**Address**

145 GOLDEN DRIVE  
COQUITLAM BC  
V3K 3T1 Canada

**KRYSTLE HOLDINGS LTD.**

**Address**

644 ALDERSIDE ROAD  
PORT MOODY BC  
V3H 3T1 Canada

**BASTIAN HOLDINGS LTD.**

**Address**

207 - 53 WEST HASTINGS STREET  
VANCOUVER BC  
V6B 1G4 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**TRILOGY CONCRETE 2021 LTD.**

**Address**

C/O 145 GOLDEN DRIVE  
COQUITLAM BC  
V3K 3T1 Canada

**SMITH, ROBERT KYLE**

**Address**

644 ALDERSIDE ROAD  
PORT MOODY BC  
V3H 3A5 Canada

**Birthdate**

May 28, 1968

**SMITH, CRAIG ALLEN**

**Address**

1010 BEAUMONT DRIVE  
NORTH VANCOUVER BC  
V7R 1P9 Canada

**Birthdate**

September 27,  
1969

### Vehicle Collateral

None

### General Collateral

**Base Registration General Collateral:**

THE DEBTOR GRANTS TO THE SECURED PARTY A SECURITY INTEREST IN ALL OF THE DEBTOR'S  
PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

### Original Registering Party

**REDPOINT LAW LLP**

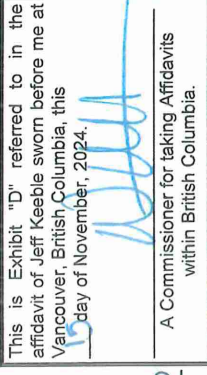
**Address**

355 BURNARD STREET SUITE 660  
VANCOUVER BC  
V6C 2G8 Canada

## Subcontractors on New St. Paul's

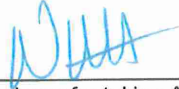
30

- **Trilogy** – Structure (Collaboration between Whitewater and Syber), mobilization in early Feb 2022 and start crane erection and footings by early March 2022
- **A&H** – Rebar, March 2022
- **Bothwell** – Below Grade Waterproofing, March 2022
- **CP Distributors Ltd** - Doors and Hardware subcontractor beginning November 2023. Currently working with Design team to finalize the doors/hardware design before any physical work will proceed onsite
- **Richmond Elevators** – Mechanical and elevator installation subcontractor, beginning December 2023

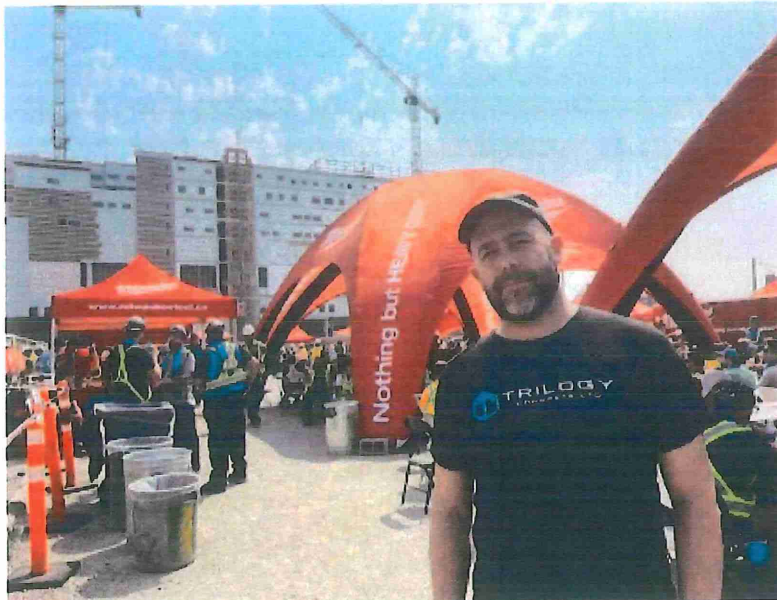




This is Exhibit "E" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.



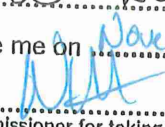
"WhiteWater Concrete and Syber Concrete Forming came together to form Trilogy to take on this gigantic project because it was easier for us to combine efforts," explains Joseph Foley with Trilogy.

"There have been lots of long days and lots of hard work, but the end is in sight for our team as we wrap up our work

over the next few months. Looking at the hospital now, I'm proud. This is an important building for the community and will serve many generations."



105 Adelaide Street West, Suite 700  
 Toronto, Ontario, M5H 1P9  
 1.855.620.6262 | www.northbridgeinsurance.ca

This is Exhibit " F " referred to in the  
 affidavit of Jeff Keeble  
 made before me on November 15, 2024  
  
 A Commissioner for taking Affidavits  
 for British Columbia

Dear valued customer,

Thank you for choosing Northbridge Insurance to protect your business.

You might think insurance is all about products, policies and paperwork. But to us, it's more about the promise we make to our customers – the promise that we'll be there to take care of you when you need us most. We believe that building long-standing relationships with our customers and broker partners is the foundation of long-term success.

When you and your broker chose us as your insurance partner, you chose a partner ready to apply its specialized expertise to serving your needs and we'll work closely together to ensure your business is protected. We hope that you never experience a loss; but in the event that you do, together with your broker, we'll work hard to help get you back to business as quickly as possible. Our commitment is simple: we promise to handle your claim efficiently and fairly.

Included, you'll find your Northbridge Insurance policy. We recommend you review this document carefully and contact us or your broker if you have any questions.

To learn more about Northbridge Insurance, we invite you to visit our website at [www.northbridgeinsurance.ca](http://www.northbridgeinsurance.ca), follow our Twitter conversation, @northbridgeins or contact us at [info@nbfc.com](mailto:info@nbfc.com)

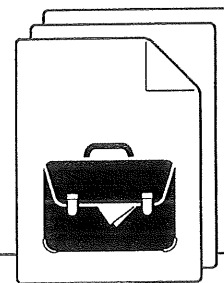
Again, we thank you for your business, and look forward to insuring your continued success.

Yours sincerely,



Silvy Wright  
 President & CEO  
 Northbridge

## Business Choice® Policy



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### Broker

Name: Wylie-Crump Limited  
Address: 151 East 2nd Avenue  
Suite # 320  
Vancouver, BC, V5T 1B4  
Agency: 6200308

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### Insured

Name: Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.  
Address: 27222 Lougheed Highway  
Maple Ridge, BC, V2W1M4

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### Policy

Number: CBC 1955737 03  
Effective: June 30, 2024  
Expiry: June 30, 2025

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## Business Choice

The Business Choice Policy offers comprehensive insurance coverage for your business.

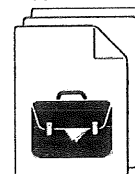
The Business Choice Policy provides broad coverages that go above and beyond ordinary business requirements in one clear, easy to understand policy. If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.



### Coverage Summary – Part I, II and VI

Policy		30 day Cancellation Clause	
Code of Consumer Rights and Responsibilities		Global Deductible Clause	
<b>Part I – Property</b>		<b>Part I – Extensions of Coverage, continued:</b>	
Replacement Cost with Same Site Clause amended	If Part I selected	ff. Furs, Fur Garments, Jewels and Jewellery	\$5,000 aggregate
Sewer Backup (subj. min. \$2,500 deductible)	Included	gg. Environmental Upgrade	Lesser of 25% of total direct loss or \$25,000 aggregate
<b>Equipment Breakdown</b>		hh. Deferred Payment Plan (Stock)	\$50,000
Comprehensive coverage for pressure vessels including:		ii. Brands and Labels	\$100,000
Ammonia contamination	\$100,000	jj. Top-Up Extension	\$50,000 aggregate
Hazardous substance	\$100,000	kk. Extra Expense / Expediting Expense	\$50,000
Water damage	\$100,000	ll. Product Recall Expense	\$25,000
<b>Extensions of Coverage</b>		<b>Part II – Business Income Coverage</b>	
a. Newly Acquired or Constructed Buildings (90 Day Reporting)	\$1,000,000	<b>Extensions of Coverage</b>	
b. Newly Acquired Business Personal Property (90 Day Reporting)	\$500,000	If Part II selected	
c. Personal Effects (including volunteers)	\$2,500 per person / \$25,000 per policy year	a. Retailers Product Impairment	\$10,000
d. Accounts Receivable	\$100,000	b. Contingent Business Income	\$25,000
e. Valuable Papers	\$100,000	c. Off Premises Heat, Power, Gas, Water or Communication Services	\$25,000
f. Property Off-Premises including Exhibition	\$25,000	d. Accountants Fees	\$25,000
g. Property in Transit	\$25,000	e. Civil Authority	30 days
*Parcel Post	\$10,000	f. Newly Acquired Locations	\$250,000
h. Growing plants, lawns, trees, shrubs and Flowers	\$10,000 per occurrence	g. Non Owned Heat, Power, Gas, Water or Communication Services	\$25,000
i. Glass (excluding stained glass)	Included	h. Mortgage Rate Guarantee	\$25,000
j. Debris Removal	Lesser of up to 25% of the loss amount / \$50,000	i. Fines, Damages or Penalties for Breach of Contract	\$25,000
k. Removal of Windstorm Debris	\$50,000	j. Negative Publicity	\$10,000 aggregate
l. Pollutant Cleanup and Removal	\$50,000 aggregate	<b>Part VI – Crime</b>	
m. Fire Department Service Charges	\$50,000	If Part I or Part VI selected	
n. Protection of Property	up to 30 days	Money & Securities	\$10,000
o. Fine Arts	\$25,000	Employee Dishonesty	\$10,000
p. Building Damage by Theft	\$10,000	Credit Card Forgery, Forgery or Alteration, Money Order and Counterfeit Paper Currency, and Computer Fraud and Funds Transfer Fraud	\$10,000 per coverage
q. Professional Fees	10% of total loss; subject to max. \$100,000	<b>Extensions of Coverage</b>	
r. Automatic Fire Suppression System Recharge Expenses	\$25,000	a. Professional Fees	25% of the loss / max. \$10,000
s. EDP Equipment, Data and Media Breakdown	\$50,000	b. Third Party Employee Dishonesty	\$5,000
t. Automatic Inflation Adjustment	Included		
u. Consequential Loss (on/off premises)	\$50,000		
v. Building By-Laws	Included		
w. Installation Floater	\$25,000		
x. Peak Season	25% on Stock		
y. Tenants' Leasehold Interest - Rents	\$10,000		
z. Property of Tenants or Registered Guests of A Hotel or Apartment or Members, Guests and Residents of Health Care Facilities	\$1,000 per occurrence / \$5,000 aggregate		
aa. Roadways, walkways, and Parking Lots	\$50,000		
bb. Outdoor property	\$25,000		
cc. Master Key Coverage	\$10,000		
dd. Condominium Unit Coverage			
*Loss Assessment	\$10,000		
*Contingent Building Coverage	\$25,000		
ee. Rewards	\$10,000		

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.



## Business Choice

The Business Choice Policy offers comprehensive insurance coverage for your business.

The Business Choice Policy provides broad coverages that go above and beyond ordinary business requirements in one clear, easy to understand policy. If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

### Coverage Summary – Part III and IV

#### Policy

Code of Consumer Rights and Responsibilities  
Global Deductible Clause

30 day Cancellation Clause

<b>Part III – Commercial General Liability</b>	<b>If Part III selected</b>
All Risks Tenants' Legal Liability (blanket all locations)	\$500,000
Medical Payments	\$25,000 per person
Employee Benefits	\$1,000,000
Fungi and Spores Liability	\$250,000

Products and Completed Operations Aggregate  
Personal and Advertising Injury Liability

General Aggregate

Contingent Employers Liability

Contractual Liability

Incidental Medical Malpractice

Automatic Coverage for Newly Acquired  
Subsidiaries (90 Day Reporting)

Separation of Insureds, Cross Liability

Broad Form Property Damage

Broad Form Completed Operations

Employees and "volunteer workers" and unit  
owners of condominiums as Additional Insureds

Blanket Additional Insureds  
(as required by contract)

Pollution Exclusion with Hostile Fire Exception  
(includes accidental discharge of fuels or  
lubricants from mobile equipment)

#### **Part IV – Non-Owned Automobile** **If Part IV selected**

S.P.F. No.6 – Standard Non-Owned Automobile  
Policy

SEF #94 Legal Liability For Damage To **\$75,000**  
Hired Automobiles Endorsement **any one accident**

SEF #96 Contractual Liability

SEF #99 Excluding Long Term Leased Vehicles

OEI #98B (for Ontario Risks)

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.

## Coverage Summary – Part IX

If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

<b>Part IX – Inland Marine</b>	
<b>Contractors' Equipment</b>	<b>If Contractors' Equipment Selected*</b>
<b>*Extensions of Coverage</b>	
a. Newly Acquired Equipment	25% of limit or \$250,000
b. Rental Reimbursement	\$50,000
c. Rental Equipment Coverage	\$50,000
d. Debris Removal	25% plus additional \$5,000
e. Fire Department Service Charges	\$25,000
f. Rewards	\$10,000
g. Equipment Leased or Rented to Others	Included
h. Replacement Cost	Included up to 3 years
i. Loss of Income	\$25,000
<b>Installation Floater</b>	<b>If Installation Floater Selected*</b>
<b>*Extensions of Coverage</b>	
a. Transit	\$50,000
b. Storage Locations	\$50,000
c. Difference in Deductible	\$50,000
d. Testing	\$10,000
e. Sewer and Road Extension	Included
f. Debris Removal	\$10,000
g. Pollutant Cleanup and Removal	\$10,000
h. Contract Penalties	\$10,000
i. Rewards	\$10,000
<b>Motor Truck Cargo – Carriers</b>	<b>If Motor Truck Cargo – Carriers Selected*</b>
<b>*Extensions of Coverage</b>	
a. Defence Costs	Included
b. Temperature Control Apparatus Breakdown Extension	Included
c. Contingent Property Coverage	\$25,000
d. Cleanup Expense	\$10,000
e. Freight Charges	\$10,000
<b>Motor Truck Cargo – Owners</b>	<b>If Motor Truck Cargo – Owners Selected*</b>
<b>*Extensions of Coverage</b>	
a. Temperature Control Apparatus Breakdown Extension	Included
b. Terminal Coverage	Included
c. Cleanup Expense	\$10,000
d. Pairs, Sets and Parts	Included
e. Brands and Labels	Included

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.

*On a day-to-day basis, your business may encounter numerous situations in which you must contend with various laws and regulations. By being well-informed, you may save yourself the trouble of costly legal proceedings and unnecessary hassles.*

Legal Assist is a service offered to eligible Northbridge *Business Choice*® customers to provide you with the answers you need to operate your business.

### What does it cost?

There is no cost, it is automatically included in your Business Choice policy. You have free access to a lawyer, saving you time and money!

### Benefits

Not only is this service useful for situations that are truly of legal concern, but also in many other situations in which you never considered contacting legal counsel because of the cost involved in hiring a lawyer.

### What we do...

Legal Assist works for you, providing you with legal advice and practical solutions for business matters that affect you. No question is too small as Legal Assist can respond to calls about employment issues and contracts to leasing procedures and succession planning.

Take **advantage** of this service today.

It may be the **best call** you will ever make!

1.800.786.0656

### Call for info On:

- ☐ Labour law
- ☐ Tax law
- ☐ Administrative law
- ☐ Succession planning
- ☐ Commercial law
- ☐ Real estate law
- ☐ Estate planning
- ☐ Employment law
- ☐ Consumer law
- ☐ Bankruptcy (creditors) law

**Service is available from Monday to Friday, 9:00am to 8:00pm\*.**

\*Eastern Standard time, statutory holidays excluded

Legal Assist is available in both English and French.

All calls and information given are kept in strict confidence.

Services provided by lawyers who are duly licensed members of the Law Society of the province or territory of your residence.

Obtain the information you need right away or within 24 hours.

\* Please note that this service is not for issues of a criminal, personal or insurance nature.

\* Legal Assist is NOT an insurance policy. It does not provide legal fees coverage.

\* Legal Assist will provide legal information and practical solutions but will not provide legal advice in legal proceedings, nor representation in legal proceedings.

**Legal Assist will answer any legal inquiries that relate to your business activities. Here are some examples of typical questions:**

My company developed a piece of software. How do I go about protecting the specifications from my competitors?

I have contracts containing 'hold harmless' and 'indemnity' clauses with my customers. What are the legal implications of signing this contract that contains a 'hold harmless' clause in favour of my customer?

I want my children to become more actively involved in my business at a management level and in business development. What steps do I need to take to make this happen? What are the legal implications of this, if any?

I have to let an employee go. How much notice do I need to give this employee by law? How do I proceed in order to respect legal requirements?

Legal Assist services are provided on behalf of Northbridge Insurance by Assistenza International†, a Canadian-based provider of numerous assistance products and services.

† Assistenza International is a trade name of Corporation Canadienne d'Assistance Internationale.

## Northbridge General Insurance Corporation

## Declaration Page

<b>Agency:</b> Wylie-Crump Limited	<b>Agency Number:</b> 6200308
<b>Insured's Name and Address</b> Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd. 27222 Lougheed Highway Maple Ridge, BC, V2W1M4 <b>Form of Business:</b> Limited Liability Company <b>Description of Operations:</b> Concrete Formwork, Property Ownership and Crane Rentals	
<b>Policy Number :</b> CBC 1955737 03  <b>Policy Effective Date :</b> June 30, 2024 <b>Policy Expiry Date :</b> June 30, 2025 (12:01 a.m. Standard Time at Insured's Mailing Address)	

Insurance is provided only for those coverages for which a specific limit/amount of insurance or premium is stated below:

Summary of All Locations	Limit of Liability*	Deductible* (per occurrence)	Annual Premium*
<b>Part I - Property</b>			
Coinsurance: See Coverage Schedule			
Building	\$1,680,000	see schedule	Included
Business Personal Property	\$612,500	see schedule	Included
Equipment Breakdown	\$2,292,500	\$2,500	Included
Chargeable Endorsements	see schedule of coverages	see schedule of coverages	Included
<b>Part II - Business Income Coverage</b>	\$800,000	see schedule	Included
Chargeable Endorsements	none	none	N/A
<b>Part III - Commercial General Liability</b>			
Each Occurrence	\$5,000,000	\$5,000 PD	Included
General Aggregate	\$5,000,000		Included
Chargeable Endorsements	see schedule of coverages	see schedule of coverages	Included
<b>Part IV - Non-Owned Auto</b>	\$5,000,000	as per policy	Included
Legal Liability for Damage to Hired Automobiles	\$75,000	\$2,500	Included
<b>Part V - Umbrella</b>			
Each Occurrence	not covered	not covered	not covered
Aggregate		not covered	not covered
Chargeable Endorsements	none	none	N/A
<b>Part VI - Crime</b>	see schedule of coverages	see schedule of coverages	Included
<b>Part VII - Automobile</b>	not covered	not covered	not covered
<b>Part VIII - Additional Coverages</b>	not covered	not covered	not covered
<b>Part IX - Inland Marine</b>	see schedule of coverages	see schedule of coverages	Included

\* For Limits of Liability and Annual Premium applicable to each location, see attached Coverage Schedule.

Premium (Sub Total) : \$232,734

Method of Payment : Refer to Billing Invoice

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part I & II Coverage Schedule**  
(attached to and forming part of the Declaration Page)

<b>Location #1 :</b> 27222 Lougheed Highway Maple Ridge, BC, V2W1M4  <b>Co-Insurance :</b> 90 %				
Coverage	Aggregate Liability Limit	Deductible	Annual Premium	
Business Personal Property	\$612,500	\$2,500	Included	
Breakdown of Business Personal Property:				
Stock \$210,000				
Office Contents \$192,500				
Tenants/Owners Improvements \$210,000				
Equipment Breakdown	\$612,500	\$2,500	Included	
Sewer Backup		\$5,000	Included	
CBC 100 Earthquake	\$612,500	10% \$100,000	Included	
CBC 101 Flood		\$50,000	Included	
CBC 127 Contractors Limitation Endorsement.			Included	
CBC 150 Water Damage Deductible Endorsement		\$5,000	Included	

<b>Location #2 :</b> 145 Golden Avenue Coquitlam, BC, V3K6T1  <b>Co-Insurance :</b> 90 %				
Coverage	Aggregate Liability Limit	Deductible	Annual Premium	
Building	\$1,680,000	\$2,500	Included	
Equipment Breakdown	\$1,680,000	\$2,500	Included	
Rental Value	\$800,000		Included	
Waiting period: 48 Hours				
Sewer Backup		\$5,000	Included	
CBC 100 Earthquake		10% \$100,000	Included	
CBC 101 Flood		\$50,000	Included	
CBC 150 Water Damage Deductible Endorsement		\$5,000	Included	

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part I - Installation Floater Adjustment**  
 (attached to and forming part of the Declaration Page)

**Location**

Based on the figures reported for the policy term, the installation floater premium is adjusted as follows:

Estimated Receipts	Actual Receipts	Adjustment Rate per \$100 of Receipts	Estimated Premium	Actual Premium
\$500,000		Included	Included	
<hr/>			<hr/>	
\$500,000		<b>Total Premium</b>	Included	
<b>Total Earned Premium</b>		:	Included	
<b>Premium Deposit</b>		:	Included	
<b>Minimum Retained Premium</b>		:	Included	
<b>Additional Premium Due</b>		:		

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part III - Commercial General Liability Schedule**  
(attached to and forming part of the Declaration Page)

**Commercial General Liability**

Limits of Insurance	
Each Occurrence Limit	\$5,000,000
Personal & Advertising Injury Limit	\$5,000,000
Products - Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
Property Damage Deductible	\$5,000
Bodily Injury Deductible	\$0
Combined Property Damage & Bodily Injury Deductible	

**CHARGEABLE EXTENSIONS AND ENDORSEMENTS:**

Coverage	Limits of Insurance	Deductible	Premium
Tenants' Legal Liability	\$1,000,000	\$5,000	Included
Medical Payments	\$25,000		Included
Employee Benefits		\$5,000	Included
Each Occurrence Limit	\$1,000,000		
Aggregate Limit	\$1,000,000		
Fungi and Spores Liability	\$250,000		Included
Free Form Endorsements		\$10,000	Included
CBC 325 Hook Liability	\$250,000	\$10,000	Included
CBC 361 Employers Liability	\$1,000,000	\$5,000	Included
CBC 376 Rip And Tear - Extension Coverage	\$100,000	\$10,000	Included
CBC 401 Forest Fire Fighting Expense Endorsement	\$1,000,000	\$10,000	Included
CBC 408 Pollution Extension 120 Hours - Tank Exclusion	\$2,000,000	\$10,000	Included
CBC 442 Contractors E&O (Claims-made)	\$50,000	\$10,000	Included
Retroactive Date: June 30, 2021			

**ENDORSEMENTS:**

CBC 435 Contingent Wrap-Up Ext.with Deductible Provision



Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part III - Liability Adjustment Endorsement**  
 (attached to and forming part of the Declaration Page)

Based on the figures reported for the policy term, the liability premium is adjusted as follows:

**Description of Operations:** Non U.S.A Revenue Form

Form of Revenue	Estimated Sales	Actual Sales	Adjustment Rate per \$1,000 of revenue	Estimated Premium	Actual Premium
Non Wrap-Up	\$350,000		Included	Included	
Wrap-Up	\$59,000,000		Included	Included	
Rental	\$30,000		Included	Included	
<b>Total Revenue</b>	<b>\$59,380,000</b>		<b>Total Premium</b>	<b>Included</b>	

<b>Total Earned Premium</b>	:	Included
<b>Premium Deposit</b>	:	Included
<b>Minimum Retained Premium</b>	:	\$25,028

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part IV - Non Owned Automobile Liability Schedule**  
(attached to and forming part of the Declaration Page)

**Non Owned Automobile Liability**

Limits of Liability	\$5,000,000
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**CHARGEABLE ENDORSEMENTS:**

Coverage	Limit of Liability	Deductible	Premium
SEF #94 Legal Liability For Damage to Hired Autos	\$75,000	\$2,500	Included

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part VI - Crime Schedule**  
(attached to and forming part of the Declaration Page)

Coverage	Limit of Liability	Deductible	Premium
Employee Dishonesty	\$25,000	\$1,000	Included
Money and Securities	\$10,000	\$1,000	Included
Forgery or Alteration	\$10,000	\$1,000	Included
Money Orders & Counterfeit Paper Currency	\$10,000	\$1,000	Included
Credit Card Forgery	\$10,000	\$1,000	Included
Computer Fraud and Funds Transfer Fraud	\$10,000	\$1,000	Included

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Mortgagee / Lienholder / Lessor / Additional Insured**  
 (attached to and forming part of the Declaration Page)

Lennon Crane and Equipment Co.  
 17131 Beaton Rd., SE #2745  
 Montroe, WA, 98272

**Interest #1** : Lienholder  
**Applicable to** : Tools & Equipment  
                           Tower Crane as per 2024-25 Schedule  
**Rank** :  
**Comments** : Loss Payee with respect to a Tadano GR-1000XK-3 (100 Ton) Hydraulic Rough  
                           Terrain Crane s/n RA0045 c/w Cummins Engine, 154.2" Boom, 33.2' Swingaway,  
                           Auxilliary Winch, A/C, LMII System, 29x5 x 25 Tires; Insurer shall endeavor to  
                           provide 30 days written NOC

CWB National Leasing Inc.  
 1525 Buffalo Place  
 Winnipeg, MB, R3T1L9

**Interest #1** : Lienholder  
**Applicable to** : Tools & Equipment  
**Rank** :  
**Comments** : Loss Payee & Additional Insured.

Williams Scotsman of Canada Inc.  
 30796 South Fraser Way  
 Abbotsford, BC, V2T 6L4

**Interest #1** : Lessor  
**Applicable to** : Office Contents  
                           27222 Lougheed Highway, Maple Ridge, V2W1M4  
**Rank** :

**Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.****Effective: June 30, 2024****CBC 1955737 03**

**Mortgagee / Lienholder / Lessor / Additional Insured**  
**(attached to and forming part of the Declaration Page)**

**Comments** : First Loss Payee w.r.t RENTAL EQUIPMENT: - Agreement Number: A 1584995 -  
44x10 Mobile Office or Similar Value \$37,205

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Free Form Endorsements**  
(attached to and forming part of the Declaration Page)

**Endorsement 1**

**Description:** INSURED'S NAME  
**Applicable to:** Policy

**Text:** IT IS HEREBY UNDERSTOOD AND AGREED THE INSURED'S NAME IS TO READ Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

**Endorsement 2**

**Description:** Named Insured Schedule  
**Applicable to:** Policy

**Text:** Whitewater Concrete Ltd.  
Whitewater Development Ltd.  
145 Golden Drive Ltd.  
Legacy Cranes & Equipment Ltd.  
50 Kanaka Holdings Ltd.  
1226745 BC Ltd.  
Rapid Labour Ltd.

**Endorsement 3**

**Description:** Liability Only Extension to Locations  
**Applicable to:** Part III

**Text:** It is agreed and understood that the liability is extended to the following locations:

⟨ 8653 River Road South Dewdney BC

**Limit:** \$5,000,000      **Deductible:** \$10,000      **Additional / Return Premium:** Included

**Endorsement 4**

**Description:** Contingent Wrap-Up / Deductible  
**Applicable to:** Part III

**Text:** It is hereby agreed and understood that Item 4. under PART III Contingent "Wrap-Up" Extension Coverage including Deductible Provision is deleted and replaced with the following:

4. We will pay your share of a deductible charged against you under any "wrap-up" insurance (or similar form of liability insurance) if "property damage" coverage would be available to you under this endorsement. The deductible applicable to property damage will be the greater of \$5,000 or the deductible amount stated for this

**Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.****Effective: June 30, 2024****CBC 1955737 03**

**Free Form Endorsements**  
(attached to and forming part of the Declaration Page)

endorsement in the Schedule of Part III up to a maximum of \$50,000.

**Limit:** \$50,000**Deductible:** \$5,000**Additional / Return Premium:**

Included

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part IX Coverage Schedule**  
(attached to and forming part of the Declaration Page)

Coverage	Aggregate Liability Limit	Deductible	Annual Premium
CBC 9000 Installation Floater	\$250,000	\$5,000	Included
Difference in Deductible (CBC 9000)	\$50,000	\$5,000	Included
CBC 9180 Contractors Equipment - Prorata Adjustment	\$23,308,511		Included
Rental Reimbursement (CBC 9105/9180)	\$100,000	\$10,000	Included
Rental Equipment (CBC 9105/9180)	\$100,000	\$10,000	Included
CBC 9172 Installation Floater Flood		\$50,000	Included
CBC 9173 Installation Floater Earthquake		\$100,000	Included



Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part IX Coverage Schedule**  
(attached to and forming part of the Declaration Page)

**Coverage: Contractors Equipment - Prorata Adjustment**

Catastrophe Limit of Liability: \$7,500,000

Replacement Cost: 5 years

Item	Description of Property	Self-powered	Limit	Deductible	Rate	Premium
1	Tools as per 2024-25 Schedule		\$120,000	\$2,500	2%	Included
2	Equipment as per 2024-25 Schedule		\$13,483,523	\$5,000	2%	Included
3	Tower Crane as per 2024-25 Schedule		\$9,704,988	\$10,000	5%	Included

*Any limit of liability specified in this schedule is subject to and not in addition to the Aggregate Liability Limit as referenced in Part IX coverage schedule.*

Extensions to CBC 9180	Limit	Deductible	Premium
Rental Reimbursement (CBC 9105/9180)	\$100,000	\$10,000	Included
- Commencing 48 Hours			
Rental Equipment (CBC 9105/9180)	\$100,000	\$10,000	5% Minimum Included
- Adjustable rate \$1.5 Per / \$100 of Rental Cost			

Whitewater Concrete Ltd. and Trilogy Concrete 2021 Ltd.

Effective: June 30, 2024

CBC 1955737 03

**Part IX - Installation Floater Adjustment**  
 (attached to and forming part of the Declaration Page)

Based on the figures reported for the policy term, the installation floater premium is adjusted as follows:

Estimated Receipts	Actual Receipts	Adjustment Rate per \$100 of Receipts	Estimated Premium	Actual Premium
\$500,000		\$0.25	\$1,250	
<hr/>			<hr/>	
\$500,000		<b>Total Premium</b>	\$1,250	

<b>Total Earned Premium</b>	:	
<b>Premium Deposit</b>	:	\$1,250
<b>Minimum Retained Premium</b>	:	\$1,250
<b>Additional Premium Due</b>	:	

## **PART I**

### **Earthquake Damage Assumption Endorsement**

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This endorsement modifies the insurance provided under Part I – Property Insured to include loss or damage caused directly by the peril of earthquake, subject to the following conditions.

This endorsement applies to the property insured under Part I when Earthquake coverage is shown against each individual location on the Declaration Page.

#### **1. Earthquake**

For the purpose of this endorsement, earthquake will include snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

Each loss caused by an earthquake will constitute a single claim hereunder, provided that more than one earthquake shock occurring within any consecutive one hundred and sixty-eight (168) hours during the term of this Policy will be deemed a single earthquake. Notwithstanding the foregoing, we will not be liable for any loss or damage caused by any earthquake shock occurring before this endorsement becomes effective nor for any loss or damage caused by an earthquake shock occurring after the expiration of this Policy.

#### **2. Deductible**

- a. We are liable in any one occurrence for the amount by which the loss or damage caused by earthquake exceeds the amount of the deductible(s) shown on the Schedule of Part I against "Earthquake Deductible".
- b. If a percentage is shown as the deductible, the amount of the deductible will be that percentage of the replacement cost value (or for those items subject to the Actual Cash Value Endorsement, the ACV value), of the "items" which suffer the earthquake loss.
- c. If both a percentage deductible and dollar deductible are shown on the Schedule of Part I against "Earthquake Deductible", the higher deductible amount will apply.

In the calculation of the earthquake deductible amount, only the values of the "items" damaged at the site(s) of the earthquake occurrence will be used in the calculation of the deductible. The value of locations not suffering earthquake damage will not be used in the calculation of the deductible amount.

In this endorsement, "items" will refer to the following insured property:

- 1) Building;
  - 2) Business Personal Property;
- all as defined and limited in this Policy.

#### **3. Exclusions**

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to earthquake: fire, explosion, smoke, leakage from fire protective equipment, theft, vandalism and malicious acts, flood of any nature, waves, tidal waves, high water, waterborne objects or ice.

#### **4. Extensions of Coverage**

We will be liable for loss or damage to the property insured, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from an earthquake.

#### **5. Pro Rata Clause**

We will only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering the peril of fire on the same property. If the policy covers two or more items this provision will apply to each item separately.

All other terms and conditions remain unchanged.

## PART I

### Flood Endorsement

---

This Endorsement modifies insurance provided under Part I – Property Insured.

This endorsement applies separately to each “scheduled risk location” for which the Flood Endorsement is specified on the “schedule”.

#### 1. INSURED PERIL

This insurance is extended to include “flood”.

#### 2. DEDUCTIBLE

We are liable for the amount by which the loss or damage caused by “flood” exceeds the deductible specified on the “schedule” for Flood Endorsement in any one “flood occurrence”.

This Deductible clause applies separately to each “scheduled risk location” to which this Endorsement applies.

#### 3. EXCLUSIONS

This Endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to “flood”:

- (a) fire, explosion, or smoke;
- (b) leakage from “fire protective equipment”;
- (c) riot, vandalism or malicious acts;
- (d) theft or attempted theft;
- (e) the backing up or overflow, within the area bounded by the bearing walls and foundations of the building which is located at the “scheduled risk location”, of water from within sewers, sumps, septic tanks or drains;
- (f) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
- (g) leakage from a watermain.

#### 4. EXTENSION OF COVERAGE

We will be liable for loss or damage to the insured property caused by wind, hail, rain or snow entering a building which is located at the “scheduled risk location” through an opening in the roof or walls directly resulting from “flood”.

#### 5. DEFINITIONS

Wherever used in this Endorsement:

- (a) “Flood” means the breaking out or overflow of any natural or artificial body of water and includes “surface water”, waves, tides, tidal waves and tsunamis.
- (b) “Flood occurrence” means all flooding which occurs within any 168 consecutive hours commencing during the policy period on or after the effective date of this Endorsement. The expiration of this Policy will not reduce the 168 hour period.
- (c) “Surface water” means water or natural precipitation temporarily diffused over the surface of the ground.

All other terms and conditions remain unchanged.

## **PART I**

### **Contractors Limitation Endorsement**

---

This endorsement modifies insurance provided under Part I – Property Insured.

This endorsement modifies the coverage under **Part I Section 8. Extensions of Coverage**,

f. Property Off Premises including Property on Exhibition, and

g. Property in Transit

to include the following exclusion:

This extension does not insure theft of “Contractors Equipment”.

“Contractors Equipment” means machinery, equipment, and tools of a mobile nature, and spare and duplicate parts, on, attached or pertaining to such property.

All other terms and conditions remain unchanged.

## PART I

### Water Damage Deductible Endorsement

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Attached to and forming part of CBC 001. This Endorsement modifies insurance provided under **Part I - Property Insured**.

All the General Provisions, Conditions, Exclusions and Definitions of the Policy apply to this Endorsement except those specifically stated to apply only to other Parts. In addition, this Endorsement is subject to the exclusions, provisions, and conditions of **Part I – Property Insured**.

This Endorsement applies separately to each “scheduled risk location” for which the Water Damage Deductible Endorsement is specified on the “schedule”.

If the sequencing of any added clause in this Endorsement is in conflict with the sequencing of the respective clause of form CBC 001 and any endorsements attached thereto, then this Endorsement is changed to the next available sequencing.

#### 1. WATER DAMAGE DEDUCTIBLE

The following is added to **Part I Section 3. DEDUCTIBLE**:

- (f) We are liable for the amount by which the loss or damage caused directly or indirectly by a “water damage peril” exceeds \$10,000, or any other amount of the Water Damage Deductible specified on the “schedule” in any one occurrence. This Deductible clause applies separately to each “scheduled risk location” to which this Endorsement applies.

#### 2. DEFINITIONS

The following definitions are added.

Wherever used in this Endorsement:

- (a) “Water container” means a device or apparatus for use at the “scheduled premises” for containing, heating, chilling, or dispensing water or ice including but not limited to toilets, bidets, faucets, taps, sinks, showers, bathtubs, baptismal tanks, clothes washing machines, dishwashers, refrigerators, and aquariums. “Water container” does not include sewers, drains or watermains located beyond the bearing walls or foundations of the insured property.
- (b) “Water damage peril” means loss or damage caused by:
  - (i) the escape of water, ice or steam from a watermain, swimming pool, hot tub, sauna, steam room or equipment attached and located at the “scheduled premises”;
  - (ii) the escape of water, ice or steam from within a plumbing, heating, air conditioning or freezer system or “water container” located within the area bounded by the bearing walls and foundations of the building at the “scheduled risk location”;
  - (iii) the escape of water from “fire protective equipment” located at the “scheduled risk location”;
  - (iv) the escape of water or ice from a “water container” located outside the area bounded by the bearing walls and foundations of the building at the “scheduled premises”. However such damage is not covered when the escape of water or ice is caused by freezing;
  - (v) the entrance of water, rain, hail, sleet, ice, frost or snow into the building at the “scheduled risk location” through an aperture created concurrently with and resulting from windstorm or hail;
  - (vi) water, rain, sleet, ice, frost or snow which:
    - (1) enters the building at the “scheduled risk location” through a roof resulting from the infiltration of rain, ice or snow on the roof or eavestrough; or
    - (2) damages insured property located on the “scheduled premises”.

“Water damage peril” does not include “sewer back-up” or flood, water or natural precipitation temporarily diffused over the surface of the ground, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water.

All other terms and conditions remain unchanged.

## PART III

### Hook Liability Endorsement

---

This endorsement modifies insurance under:

Part III – Commercial General Liability Form

This endorsement extends the insurance by providing hook liability coverage.

#### 1. Insuring Agreement

We will pay those sums that you become legally obligated to pay as a crane operator for accidental loss or damage to the property of others in your custody and occurring while the property is being lifted, lowered or moved by you by the use of cranes or other lifting devices described in the Coverage Schedule of this Policy. Coverage starts from the time the lifting, lowering or moving begins and continues only until the property is set down at its designated point of destination or until the crane hook or sling is detached from the property, whichever first occurs.

#### 2. Exclusions

This insurance does not apply to any loss, damage or expense caused by or resulting from:

- a. the weight of any load imposed on a machine exceeding the capacity for which such machine was designed;
- b. the weight of the load (including the loadblock and any and all rigging) exceeding any limits set out in the manufacturer's specifications, capacity tables or rating sheets for the particular unit involved;
- c. operating contrary to any instructions or recommendations set out in the manufacturer's specifications or capacity tables;
- d. any stevedoring operations;
- e. wear and tear, gradual deterioration, delay, loss of market, loss of use;
- f. the use of cranes or other lifting devices while on ice, while waterborne or while at any location not in Canada or the continental United States of America;
- g. your failure to keep cranes and other equipment in a thorough state of repair;
- h. your neglect to use all reasonable means to save and preserve the property at and after any disaster insured against;

nor does this endorsement cover:

- i. any liability for loss, damage or expense assumed by you under any agreement, whether oral or written.

#### 3. Limit of Insurance and Deductible

Our maximum liability under this endorsement will not exceed the limit of insurance shown in the Schedule of Part III for hook liability, in any one loss, casualty or disaster, either in case of partial or total loss, legal expenses, salvage charges, sue and labour or other expenses or all combined. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the sum of \$1,000 (or any other sum indicated against hook liability deductible in the Schedule of Part III) shall be deducted.



## **PART III**

### **Forest Fire Fighting Expense Endorsement**

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This endorsement modifies insurance under the following:

Part III – Commercial General Liability Form

Section I, Coverage F, Forest Fire Fighting Expense is added as follows:

#### **COVERAGE F. FOREST FIRE FIGHTING EXPENSE**

##### **1. Insuring Agreement**

We will pay those sums for Forest Fire Fighting Expenses that you become obligated to pay by reason of liability imposed upon you by law or statute pursuant to the relevant provisions of the Forest Fire and Prairie Protections Act of the Provinces and Territories of Canada.

##### **2. Limit of Liability**

The limit of insurance stated in the Schedule of Part III is the most we will pay for all Forest Fire Fighting Expenses in one policy period.

##### **3. Deductible**

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any Fire Fighting Expense Deductible stated in the Schedule of Part III.

##### **4. Exclusions**

This insurance does not apply to:

- (a) any of your fire fighting expenses or of your employees or agents;
- (b) any fire fighting expenses of contractors or subcontractors already engaged by you, in connection with the contract out of which the loss occurs;
- (c) Any expense, fine or penalty for which you are liable by reason of your failure to comply with any statute, permit, rule or regulation;
- (d) liability assumed by you under any contract or agreement, except liability of the Insured that would have existed in the absence of such contract or agreement;
- (e) any action brought against any of the insureds by any other insured or insured(s) under this Policy with respect to the recovery of fire fighting expenses;
- (f) any fire fighting expenses of others on your behalf where more specific coverage has been purchased and is available to you.

##### **5. Conditions**

Coverage provided by this endorsement will apply as excess over any valid and collectible insurance covering Forest Fire Fighting Expenses.

## **PART III**

### **Rip And Tear - Extension Coverage Endorsement**

---

This endorsement modifies insurance under the following:

Part III – Commercial General Liability Form – Coverage A

This insurance applies to:

liability arising out of “expenses” you are legally obligated to pay because of the intentional destruction and removal of “defective concrete”.

As used in this extension:

1. “Defective concrete” means concrete which upon testing by an accredited independent testing agency does not meet the contractual specifications relating to strength requirements for specific construction and in which such materials were included.
2. “Expense” means costs paid by you because of:
  - a. removing defective concrete;
  - b. replacing forms, reinforcements, piping and wiring and other materials necessary in the removal of defective concrete;
  - c. returning the structure in which the defective concrete was installed to the same condition which existed at the time any such concrete was determined to be defective.
3. “Concrete” means pre-stressed, pre-cast concrete; ready-mix concrete; asphalt; sand and gravel; ureaformaldehyde.

The most we will pay for such “expenses” is the Rip & Tear Coverage Extension limit as stated in the Schedule of Part III in any one policy year.

We will only pay “expenses” in excess of the \$1,000 or any other deductible amount stated in the Schedule of Part III as applicable to this form.

### **PART III**

## **Employers' Bodily Injury Liability Coverage Extension Endorsement**

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This endorsement modifies insurance under the following:

Part III - Commercial General Liability Form – Coverage A as follows:

1. Section I Coverage A. Bodily Injury and Property Damage Liability Exclusions d., e. and f. are deleted but only with respect to claims or "actions" because of "bodily injury" to an employee of the insured arising out of and in the course of employment by the insured in the business described in the Schedule of Part III.
2. This extension of insurance does not apply to "bodily injury" to an employee while employed in violation of the law with your actual knowledge or the actual knowledge of any of your executive officers.

## PART III

### Pollution Coverage Extension - Underground Storage Tank Exclusion

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This endorsement modifies insurance under:

Part III - Commercial General Liability Form

Common Exclusion 4 – Pollution is deleted and replaced with the following:

1. We will pay those sums that the insured becomes legally obligated to pay because of “bodily injury”, “property damage”, or “personal and advertising injury” in respect of a spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants” caused directly by an “occurrence” to which Coverage A, Coverage B, Coverage C or Coverage D otherwise applies.
  2. We will pay those sums that the insured becomes legally obligated to pay because of “property damage” in respect of the cost or expense of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, or neutralizing the effects of a spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants” caused directly by an “occurrence” to which Coverage A, Coverage B, Coverage C or Coverage D otherwise applies. Such cost or expense shall be recoverable only under this extension.
  3. This extension does not apply to:
    - a. any sums that the insured becomes legally obligated to pay arising out of a spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
      - (i) which occurred prior to the policy period shown in the Declarations;
      - (ii) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
      - (iii) arising from the transportation, handling, storage, disposal, processing or treatment of waste by or for an insured or organization for whom the insured may be legally responsible;
      - (iv) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on behalf of an insured are performing operations if the operations are for cleanup; or
      - (v) at or from any premises, site or location:
        - a) which is or was at any time owned or occupied by, or rented or loaned to any insured. This subparagraph a) does not apply to:
          - i. “bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests; or
          - ii. “bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
        - b) on which any insured or any contractors or subcontractors working directly or indirectly on behalf of any insured are performing operations if the “pollutants” are brought onto the premises, site or location in connection with such operations by or on the instruction of such insured, contractor or subcontractor. However this paragraph b) does not apply to:
          - i. “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor; or
          - ii. “bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
- but paragraph v) does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:
- i) if caused by heat, smoke, or fumes from or fire extinguishing substances used to fight a fire which becomes uncontrollable or breaks out from where it was intended to be; or
  - ii) if all four (4) conditions are met:
    1. the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants” commences during the policy period stated in the Declarations;

2. the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs in a quantity or with a quality that is in excess of that which is routine or usual to the business of the insured;
3. the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is detected within 120 hours of its commencement;
4. the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is reported to us within 120 hours of its being detected.

b. any fines or penalties assessed against or imposed upon any insured.

c. any loss resulting from an "underground storage tank incident".

"Underground storage tank incident" means an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" from an "underground storage tank" into ground water, surface water or subsurface soils.

"Underground storage tank" means any underground storage tank including any attached underground pumps and piping, that has at least 10% of its volume underground, if such tank is owned or operated by the Insured and at a location that is shown in the Declaration Page of this Policy.

With respect to "bodily injury", "property damage" and "personal and advertising injury" to which this endorsement applies:

1. The Limits of Insurance are those stated in the Schedule of Part III, as being applicable to this endorsement.
2. Such limits are respectively part of, not in addition to, the Each Occurrence Limit of Insurance and the Tenants' Legal Liability Limit of Insurance shown in the Schedule of Part III.
3. The Limit of Insurance applicable to ii). is \$500,000 unless otherwise stated in the Schedule of Part III. The Limit of Insurance applicable to i). remains unchanged.

#### **Deductible Clause**

Our obligation under Coverages A and D to pay damages because of pollution liability applies only to the amount in excess of \$2,500 or as otherwise stated as deductible amount on the Schedule of Part III. The limit of insurance applicable to this endorsement as stated herein will be reduced by the amount of the deductible.

## **PART III**

### **Contingent "Wrap-Up" Extension Coverage including Deductible Provision**

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This endorsement modifies insurance under the following:

#### Part III – Commercial General Liability Form - Coverage A

This insurance applies, to the extent of your interest only, to construction projects which are insured under any "wrap-up" (or similar form of liability insurance) as follows:

1. Coverage specifically excluded by any "wrap-up" insurance (or similar form of liability insurance) but for which coverage would be available to the insured under this form had such not been effected. In such circumstances this form will be considered primary insurance and will cover any and all such deficiencies other than any deductible provision except as provided below, subject always to the terms and conditions of this form.
2. Except as provided in paragraph 1 above, this form will apply as excess insurance, only in respect to your operations, over any "wrap-up" liability policy (or other similar form of liability insurance) and will in no event be considered primary or contributing insurance.
3. "Products-Completed Operations" hazard as defined will apply upon the expiration of a "wrap-up" liability policy (or other similar form of liability insurance).
4. We will pay your share of a deductible charged against you under any "wrap-up" insurance (or similar form of liability insurance) if "property damage" coverage would be available to you under this endorsement. The deductible applicable to property damage will be the greater of \$5,000 or the deductible amount stated for this endorsement in the Schedule of Part III.

You will report separately the receipts derived from jobs or projects insured under a "wrap-up" liability policy (or other similar form of liability insurance) so that the premium may be adjusted.

As used in this endorsement, "wrap-up liability" means specific liability insurance that protects you, prepared by any owner or anyone acting on his behalf for the purpose of providing liability insurance protection on a combined basis for the owner and the majority of contractors, sub-contractors and others engaged on a specific construction project.

## PART III

### Contractors' Errors And Omissions Liability (Claims-Made)

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This endorsement changes the policy. Please read it carefully.

This endorsement provides claims made coverage. "Claims" must first be made against an insured during the policy period and must be reported to us during the policy period or during the period described in Section V - Extended Reporting Period. Where legally permissible, the payment of "defence costs" reduces the limits of insurance. The Deductible, as shown in the Part III Coverage Schedule, applies to "defence costs" and "damages" where permissible.

Various provisions in this endorsement restrict coverage. Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

This endorsement to Part III Commercial General Liability provides Contractors Errors and Omissions Liability Coverage. Where any provision of this endorsement conflicts with a similar provision in the Commercial General Liability policy, the provisions of this endorsement take precedence.

#### Section I-Insuring Agreement

1. We will pay those sums that you become legally obligated to pay as "damages" because of a "claim" from an "error" in "your work", first made against any insured and reported to us during the policy period to which this insurance applies. We will have the right and duty to defend you against any "claim" seeking "damages" because of an "error" in "your work" to which this insurance applies. We may, at our discretion, investigate and settle any "claim" to which this insurance applies. However, we will have no duty to defend you against any "claim" to which this insurance does not apply. Further:
  - a. The amount we will pay for the sum of "damages" and "defence costs" is limited as described in Section II - Limits of Insurance, Deductible and Reduction of Limits; and
  - b. Our duty to defend any "claim" or to pay any "damages" or any "defence costs" for such "claim" ends when the applicable Limit of Insurance shown in the Part III Coverage Schedule has been exhausted.
2. This insurance applies only if:
  - a. The "error" takes place in the "coverage territory";
  - b. The "error" did not commence before the Retroactive Date, if any, shown in the Part III Coverage Schedule or after the end of the policy period; and
  - c. A "claim" is first made against any insured during the policy period and reported during the policy period or during the Extended Reporting Period described in Section V - Extended Reporting Period and reported to us pursuant to Section IV - Additional Conditions.
3. A "claim" will be deemed to have been first made at the earlier of the following times:
  - a. When notice of such "claim" is first received by any insured; or
  - b. When a "claim" against an insured is made directly to us in writing.

#### Section II - Limits of Insurance, Deductible and Reduction of Limits

1. The most we will pay for "damages" and "defence costs" in any one policy period is \$50,000, or as otherwise indicated in the Part III Coverage Schedule, regardless of the number of "claims" made or brought.

The inclusion of more than one insured in any "claim", or the making of "claims" by more than one person or entity will not increase the Limits of Insurance shown in the Part III Coverage Schedule. All "claims" arising out of the same "error" and all "interrelated errors" will be deemed one "claim", and all such "claims" will be deemed to be first made when the earliest of such "claims" is first made during the policy period and reported during the policy period or during the Extended Reporting Period described in Section V - Extended Reporting Period and reported to us pursuant to Section IV - Additional Conditions.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

2. The General Aggregate Limit shown in the Part III Coverage Schedule is the most we will pay for the sum of:
  - a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - b. Damages under Coverage B;
  - c. Medical expenses under Coverage C; and
  - d. "Damages" under Contractors' Errors and Omissions Liability Coverage.

#### 3. Deductible

Subject to applicable law, our obligations to pay "damages" and "defence costs" for any one "claim", apply only in excess of \$1,000, or as otherwise indicated in the Part III Coverage Schedule. With respect to each "claim" to which this insurance applies, we will not

be liable for more than the difference between the applicable Limit of Insurance shown in the Part III Coverage Schedule and the Deductible, subject to the following provisions:

- a. The terms of this endorsement, including those with respect to our right and duty to defend any "claim" and your duties in the event of a "claim", apply irrespective of the application of the Deductible.
- b. We may pay any part or all of the Deductible as "damages" and/or "defence costs" to effect settlement of any "claim" and, upon notification of the action taken, you will promptly reimburse us for such part of the Deductible as has been paid by us.

#### 4. Reduction of Limits

Subject to applicable law, "defence costs" are part of and not in addition to the Limits of Insurance shown in the Part III Coverage Schedule.

The Each Claim Limit and the Aggregate Limit, shown in the Part III Coverage Schedule, will be reduced by the sum of:

- a. The amounts we pay as "damages"; and
- b. The amounts we pay as "defence costs".

#### Section III - Exclusions:

This insurance does not apply to:

- a. Any "claim" brought by or on behalf of any insured against any other insured;
- b. Any "claim" for costs or expenses incurred by you to make "your work" comply with the "written specifications";
- c. Any "claim" for costs or expenses incurred by you for the repair or replacement of defective materials or workmanship in "your work";
- d. Any "claim" for an amount in excess of the cost for repair or replacement of "your work", or the price at which you sold "your work" to the customer, whichever is less;
- e. Any "claim" because of an "error":
  - (i) in the preparation of estimates of probable job costs, or cost estimates being exceeded or estimates of profit or return on capital,
  - (ii) in advising or failure to advise on financing of the work or project, or
  - (iii) in advising or failing to advise on any legal work, title checks, form of insurance or suretyship;
- f. Any "claim" for the return of all or any part of payments made to you by your customers for "your work";
- g. Any liability assumed by you under any written contract or agreement;
- h. Any wilful, dishonest, fraudulent, criminal or malicious act by or on behalf of any insured or any person or organization for which the insured is legally responsible;
- i. Any "claim" based upon or arising out of "bodily injury", "property damage", or "personal and advertising injury";
- j. Any "claim" based upon or arising out of a delay in the performance of any contract or agreement. This exclusion does not apply if such delay is the result of an "error" in "your work" to perform the function or serve the purpose intended after installation;
- k. Your loss of profit or expected profit;
- l. Taxes, fines or penalties imposed by law or by any contract;
- m. Any "claim" based upon or arising out of engineering, design, architectural, draftsperson or surveying services, including:
  - (i) The preparing, approval or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural, design or engineering activities;
- n. Any "claim" based upon or arising out of the failure to prevent any "damages", expense or "error" incurred by any person or organization. This exclusion does not apply to "damages" sustained by others arising out of:
  - i "Your work";
  - ii Property containing or incorporating "your work"; or
  - iii Property on which "your work" was performed;
- o. Any "claim" based upon or arising out of a decision to:
  - i substitute a material or product for one specified in "written specifications"; or
  - ii to not use a material or product specified in "written specifications"; or
  - iii to use a lesser amount of material or product than was requested in "written specifications";
- p. Any "claim" based upon or arising out of "your work", which has not been completed. "Your work" will be deemed to be completed at the earliest of the following times:
  - i. When all the work called for in the insured's contract has been completed;
  - ii. When all of the work to be done at a particular job site has been completed, only that particular job site will be deemed completed, if the insured's contract calls for work at more than one job site; or



- iii. When that part of the work to be done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed;

- q. Any "claim" based upon or arising out of or attributable to any "error" which has been the subject of any notice given under any policy or endorsement of which this endorsement is a successor, renewal or replacement or any policy expiring prior to the inception date of this endorsement;
- r. Any "claim" which has been reported, or for which, in any circumstance, notice has been given, under any prior insurance policy or endorsement providing essentially the same type of coverage;
- s. As excluded under Common Exclusions of Part III – Commercial General Liability.

#### **Section IV – Additional Conditions**

##### **Insured's Duties in the Event of a Claim or in the Event of an Error that May Result in a Claim**

Item 4. Of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is expanded to include the following:

When an insured is reporting a "claim" to us, the insured must provide effective written notice to us, and this may also require proof of transmittal.

##### **i. Notice of Claim**

The insured will give to us written notice of any "claim" first made against any insured as soon as practicable but in no event later than thirty (30) days after expiration of the policy period.

##### **ii. Notice of an Error**

If during the policy period the insured becomes aware of a specific "error", which could give rise to a "claim", and the insured gives written notice of such specific "error" to us during the policy period, then any "claim" subsequently arising from such "error" will be considered to have been made during the policy period in which such "error" was first reported to us.

#### **Section V – Extended Reporting Period**

In the case we or the first Named insured shown in the Declarations, cancels or non-renews this endorsement, for any reasons other than the non-payment of your premium, the first Named insured shown in the Declarations will have the right to:

- a. Give us written notice of a "claim" first made against you for any "error" that occurred prior to the earlier of the end of the policy period or the date of the cancellation of this endorsement, for a period of sixty (60) days following the effective date of cancellation or non-renewal; or
- b. Upon the payment of an additional premium of 75% of the last annual premium, to give us written notice of a "claim" first made against you for any "error" that occurred prior to the earlier of the end of the policy period or the date of the cancellation of this endorsement, for a period of three hundred and sixty-five (365) days following the effective date of cancellation or non-renewal.

Your right to an Extended Reporting Period as provided in paragraph b) above will end unless we received within sixty (60) days after the effective date of cancellation or non-renewal:

- (i) Your written notice to elect your right; and
- (ii) Payment of the additional premium.

A change in policy terms, conditions, exclusions and premiums shall not be considered a non-renewal for the purpose of triggering rights to this Extended Reporting Period.

The Extended Reporting Period is non-cancellable and the additional premium shall be fully earned.

The Aggregate Limit of Liability for any Extended Reporting Period will be part of and not in addition to the Aggregate Limit of Liability for the policy period.

#### **Section VI – Definitions**

In this endorsement:

- 1. "Claim" means
  - a. A written demand for "damages";
  - b. A civil proceeding commenced by the service of a statement of claim or similar pleading and in which "damages" are alleged;
  - c. An arbitration proceeding or any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent.
- 2. "Damages" means the amounts, costs, and expenses for which you are legally liable and which are covered by this endorsement. "Damages" do not include:
  - a) Costs and expenses incurred by you as the result of:
    - i) the recall or withdrawal of "your work" from the marketplace or from use by any person or organization, or
    - ii) the inspection of "your work", or any part of such work, or work in which "your work" is incorporated.

However, this provision does not apply to "damages" from an "error" resulting from such recall, withdrawal, or inspection;

- b) Voluntary payments made by you without our prior consent;
  - c) Costs, expenses, or refunds to your customers that result from any promise, representation, or warranty made or provided by or for you in connection with "your work";
  - d) Any punitive, aggravated or exemplary damages or the multiple portion of any multiplied damage award; or
  - e) Costs or expenses arising from matters uninsurable under the law pursuant to which this endorsement is governed.
3. "Defence costs" means:
- a. Fees charged by any lawyer appointed by us or fees charged by any lawyer you appoint with our consent;
  - b. Reasonable expenses incurred by you at our request to assist us in the investigation or defence of a "claim", including actual loss of earnings up to two hundred and fifty dollars (\$250) a day because of time off from work;
  - c. All court costs awarded against an insured by a court of law in a civil proceeding;
  - d. Prejudgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance shown in the Part III Coverage Schedule, we will not pay any prejudgment interest based on the period of time after our offer to pay;
  - e. All interest on the full amount of any judgment that accrues after the entry of the judgment and before we have paid, or deposited in the court the part of the judgment that is within the applicable Limit of Insurance shown in the Part III Coverage Schedule;
  - f. The premium on bonds to release attachments, but only for premium amounts within the applicable Limit of Insurance shown in the Part III Coverage Schedule. We do not have to furnish these bonds; and
  - g. All other fees, costs, and expenses resulting from the investigation, adjustment, defence, and appeal of a "claim", if incurred by us.
4. "Error" means any error, omission or negligent act by you or on your behalf which results in the failure of "your work" to meet "written specifications" of the person or organization for whom the work was completed, after installation, testing and final acceptance of "your work" by your customer.
5. "Interrelated errors" means all "errors" that are related, including "errors" that have as a common nexus any event, transaction, cause or series of related events, transactions, or causes.
6. "Written specifications" means written specifications as to the nature and content of "your work" to be purchased from the insured, which are provided in advance by you to the customer to whom "your work" is being offered for sale.
7. "Your work" – See Section V - Definitions under Part III – Commercial General Liability.

## PART IX

### Installation Floater

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This form is subject to the Statutory Conditions and the General Provisions, Conditions, Exclusions and Definitions applicable to Part IX – Inland Marine.

#### Section

#### 1. Indemnity Agreement

In the event that any of the insured property is lost or damaged during the Policy Period by an insured peril, we will indemnify you against direct loss or damage subject to the terms and conditions of this form.

#### 2. Insured Property

We agree to insure supplies, machinery, equipment and materials all to enter into and form part of the completed project, including expendable materials and supplies not otherwise excluded, necessary to complete the project belonging to you or to someone else if you are legally liable for such property anywhere in Canada or the continental United States, unless the property is excluded or subject to limitations.

Coverage is extended while such property is at the "project site":

- 1) awaiting installation; or
- 2) being installed.

Coverage on all property ceases:

- a) when your interest ceases;
- b) ninety (90) days after completion of the installation;
- c) when the construction activity has ceased for more than 30 consecutive days; or
- d) when this Policy expires;

whichever occurs first.

#### 3. Limit of Liability

We will not be liable for more than the amount of insurance in the Part IX Coverage Schedule for Installation Floater, in any one loss either in case of partial or total loss or salvage or other charges or expenses or all combined.

#### 4. Deductible

We are liable for the amount by which the loss or damage caused by an insured peril exceeds \$1,000, or any other amount of the deductible shown in the Part IX Coverage Schedule for Installation Floater in any one occurrence.

#### 5. Insured Perils

This form, except as otherwise provided, insures against all risks of direct physical loss of or damage to insured property, occurring during the policy period.

#### 6. Exclusions

##### A. Excluded Property

This form does not insure loss of or damage to:

- a) property at locations which to your knowledge are vacant, unoccupied or shut down for more than 30 consecutive days;
- b) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply when the proximate cause of the loss or damage is a peril not otherwise excluded in this form, nor does this exclusion apply to loss or damage caused by any ensuing fire or explosion;
- c) money, "cash cards", bullion, platinum and other precious metals or alloys, securities, stamps, tickets (except lottery tickets) and tokens, evidence of debt or title;
- d) automobiles, watercraft, amphibious or air cushioned vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property;
- e) property illegally acquired, kept, stored or transported; property subject to forfeiture, seized or confiscated for breach of any law or by order of any public authority;
- f) property:
  - (i) while waterborne, from the commencement of loading until completion of discharge, except on a ferry, railway car or transfer barge, all in connection with land transportation;
  - (ii) insured under a Marine Policy; or
  - (iii) aboard or being transported by any aircraft;

- g) "data";
- h) buildings, but building materials and supplies are covered until such time they become a permanent part of any installation project completed by you;
- i) plans, blueprints, designs, specifications or any similar property;
- j) contractor's tools and equipment including spare parts and accessories whether owned, loaned or hired or leased or any other property not a part of or destined to become a part of any installation project. However we will not apply this exclusion to tools and equipment expended in and forming part of the completed project;
- k) any installation or part thereof from the commencement of use for purposes for which it was intended.

#### B. Excluded Perils

This form does not insure against loss or damage caused directly or indirectly:

- a) in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, riot, vandalism, malicious acts, smoke, leakage from "fire protective equipment", theft or attempted theft, provided such perils are not otherwise excluded in this form. This exclusion does not apply to property in transit;
- b) in whole or in part by flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, riot, vandalism, malicious acts, smoke, leakage from "fire protective equipment", theft or attempted theft, provided such perils are not otherwise excluded in this form. This exclusion does not apply to property in transit or loss or damage caused directly by leakage from a watermain;
- c) by centrifugal force, mechanical or electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- d) by loss, damage or expense caused by or resulting from explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines;
- e)
  - (i) by dampness or dryness of atmosphere;
  - (ii) by changes in or extremes of temperature or heating; or
  - (iii) by frost or freezing;

This exclusion (e) does not apply to loss or damage caused directly by:

- (1) fire, lightning, explosion, impact by aircraft, spacecraft, or land vehicle, riot, strike, vandalism, malicious acts;
- (2) rupture of pipes or breakage of apparatus;
- (3) theft or attempted theft;
- (4) an accident to a transporting conveyance;

provided such perils are not otherwise excluded in this form;

- f)
  - (i) by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
  - (ii) by contamination; or
  - (iii) by marring, scratching or crushing;

Exclusion (f) (iii) does not apply to marring or etching resulting from accidental exposure to acid or other caustic substance.

This exclusion (f) does not apply to loss or damage caused directly by:

- (1) fire, lightning, explosion, impact by aircraft, spacecraft, or land vehicle, riot, strike, vandalism, malicious acts;
- (2) rupture of pipes or breakage of apparatus;
- (3) theft or attempted theft;
- (4) an accident to a transporting conveyance;

provided such perils are not otherwise excluded in this form;

- g) by smoke from agricultural smudging or industrial operations;
- h) by gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, including but not limited to, insects, birds, or rodents. If the gnawing, nesting or infestation, or discharge or release of waste products or secretions results in an insured peril, we will cover the resultant loss or damage;
- i) by delay, loss of market, or loss of use or occupancy;

- j) by a "data problem". This exclusion does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment";
- (k) (i) any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
- (ii) theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
- (iii) any dishonest or criminal act committed by anyone, except as stated in (k) (ii), when you or your agent knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.

This exclusion (k) (i) does not apply to the proportion of ownership of the lost or damaged property of:

- (1) your spouse, if you are a sole proprietor;
- (2) your partner(s), if your business is a partnership;

who did not know and could not ought to have known of the dishonest or criminal act.

This exclusion (k) (ii) does not apply to physical damage caused directly by your employee which results from a peril not otherwise excluded in this form.

This exclusion (k) (iii) does not apply if, upon becoming aware of the dishonest or criminal act, you or your agent immediately notifies the police and us.

## 7. Other Excluded Losses

This form does not insure:

- a) (i) wear and tear;
- (ii) rust or corrosion;
- (iii) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

Exclusion (a) (ii) does not apply to marring or etching resulting from accidental exposure to acid or other caustic substance.

This exclusion (a) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

- b) the cost of making good:
  - (i) faulty or improper material;
  - (ii) faulty or improper workmanship;
  - (iii) faulty or improper design;

provided, however, to the extent otherwise insured and not otherwise excluded under this form, "resultant damage" to the property is insured;

- c) mysterious disappearance, or shortage of insured property disclosed on taking inventory;
- d) penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions, except as provided under **Section 8. Extensions of Coverage (h) Contract Penalties**. Also excluded are costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages;
- e) against any loss cost or expense, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- f) loss or damage under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is an insured under this extension.

## 8. Extensions of Coverage

The Extensions of Coverage either modify or are in addition to coverage granted under this form subject to the following conditions:

- (1) specified limits of liability apply as an additional amount of insurance, except with respect to the following extensions:
  - (d) Testing
  - (e) Sewer and Road Extension
  - (f) Debris Removal
- (2) if a loss covered under an Extension of Coverage also involves a loss under any Part, its Extensions of Coverage or an endorsement, then, unless specified in the Extension of Coverage, the maximum limit of insurance will not exceed the highest applicable limit under any one Part, Extension of Coverage or endorsement;
- (3) if a specified Extension of Coverage is indicated as not covered on the Part IX Coverage Schedule, there is no amount recoverable;
- (4) if the limit of an Extension applies to the policy period, and the policy period is extended after issuance for an additional period of less than 6 months, the additional period will be deemed part of the preceding period for the purposes of determining limits;
- (5) are subject to the exclusions, provisions, and conditions of this Part unless otherwise stated.

**(a) Transit**

We agree to extend insurance provided by this form to pay for loss of or damage to insured property in due course of transit anywhere in Canada or the continental United States to the "project site".

The most that we will pay under this Extension of Coverage is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(b) Storage Locations**

We agree to extend insurance provided by this form to pay for loss of or damage to insured property while located temporarily on premises owned, leased or rented to you for not more than thirty (30) consecutive days awaiting installation in the project anywhere in Canada or the continental United States.

The most that we will pay under this Extension of Coverage is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(c) Difference in Deductible**

We agree to extend insurance provided by this form to pay your share of a deductible charged against you, for which you are contractually liable under any other Installation or Builders Risk form (or other similar form of property insurance) if coverage is provided under this form. The deductible applicable to this form will apply to this Extension.

The most we will pay under this Extension of Coverage is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(d) Testing**

We will not apply **Sections 6. Exclusions A. Excluded Property (b) or Exclusions B. Excluded Perils (c)** during start-up or electrical, mechanical, hydraulic, hydrostatic, or pneumatic testing of building systems, however this Extension of Coverage does not apply to continued operation longer than 5 days of any building system.

This Extension of Coverage does not apply to temporary construction elevators or hoists or "hot testing".

**(e) Sewer and Road Extension**

If your "project site" includes a sewer or watermain project or a road construction or reconstruction project, we agree to extend insurance provided by this form as follows:

**(i) Seasonal Shut Down of "Project Site":**

**Sections 2. Insured Property (c) and 6. Exclusions A. Excluded Property (a)** are amended to 180 consecutive days subject to the following conditions:

1. The "project site" is temporarily shut down due solely to pre-planned seasonal winter suspension of operations as evidenced by an initial construction schedule; and
2. Prior to the seasonal shut down of the "project site", it is warranted that all supplies, materials, and partially completed excavations and installations have been properly secured for the winter season.

**(ii) Permission for Partial Use:**

**Section 6. Exclusions. A. Excluded Property (k)** is amended to read as follows: any installation or part thereof from the commencement of use for purposes for which it was intended however this exclusion shall not apply to public road usage or public utility usage until the installation is completed or the Policy expires, whichever occurs first.

**(iii) Municipal Acceptance:**

**Section 2. Insured Property** has the following part (e) added:

- (e) 10 days after the municipality or owner of the project accepts ownership of the project.

For the purpose of this Extension of Coverage, the "project site" is limited to paving, road construction, excavation or installation of sewer or watermain activities.

**(f) Debris Removal**

We agree to extend insurance provided by this form to indemnify you for expenses incurred in the removal from the "project site" or from within 300 metres of the "project site" of debris of the insured property occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this form.

If insurance is provided by this form by **Sections 8. Extensions of Coverages (a) Transit and 8. Extensions of Coverages (b) Storage Locations** in respect of the insured property while in transit or at any storage location, other than the "project site", the Debris Removal coverage provided by this extension will also apply to the removal of debris from within 300 metres of the site of any accident which occurs while the insured property is in transit, or from within 300 metres of a temporary storage location.

This extension does not apply to costs or expenses:

- 1) to "clean up" "pollutants" from land or water; or
- 2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

The most we will pay under this Extension of Coverage is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(g) Pollutant Cleanup and Removal**

We agree to extend the insurance provided by this form to include the expense incurred to contain, remove, treat, detoxify, stabilize, neutralize or remediate "pollutants" from land or water at your "project site", if the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants":

- (i) is directly the result of a peril insured against under this form;
- (ii) which resulted from loss of or damage to insured property at your "project site";
- (iii) commenced during the policy period; and
- (iv) reported to us within 365 days of the commencement of the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants".

This Extension of Coverage does not apply to any cost or expense to test, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most that we will pay under this Extension of Coverage in any one policy period is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in Part IX Coverage Schedule.

**(h) Contract Penalties**

We agree to extend insurance provided by this form to pay, as a direct result of loss or damage to insured property by an insured peril, the cost of contractual penalties that you will be legally liable to pay for breach of contract for non-completion of or delay in completion of work at the insured "project site" in accordance with the terms or conditions of the installation or construction contract.

The most we will pay under this Extension of Coverage is the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule, for up to any one policy period.

**(i) Rewards**

We agree to extend the insurance provided by this form to pay a reward to any person, except as excluded below, for information that leads to a conviction for arson, theft or vandalism, if the loss or damage to insured property caused directly by an insured peril exceeds the applicable deductible.

We will not pay or reimburse rewards paid under this Extension of Coverage to:

- (i) you;
  - (ii) your partner(s);
  - (iii) your officer(s);
- or members of their household(s).

If we offer the reward then we will be the sole judge as to how much to offer.

If you offer the reward without our approval then the most that we will pay is 50% of the reward you offer.

The most that we will pay under this Extension of Coverage for the reward and related reasonable expenses to the offering of the reward in any one occurrence is:

- (1) the amount of the offered reward; or
  - (2) the limit specified in the Coverage Summary for this Extension of Coverage;
- whichever is less.

**9. Basis of Settlement**

Subject to the Limit of Liability for this form, the basis of adjustment of any loss will be as follows:

- 1) On property you own: "Actual cash value" with proper deduction for depreciation, however caused and in no event to exceed the net cost of "replacement";
- 2) On property for which you are liable: The amount for which the insured is liable plus the additional cost, if any, expended thereon by you for labour and materials up to the time of loss.

**10. Premium Adjustment**

The premium shown for Installation Floater coverage is provisional only and is based upon an estimate, the amount of which is shown on the Part IX Coverage Schedule for Installation Floater, of annual gross receipts from the installation of property insured by this form. You agree to keep an accurate record of gross receipts (both collected and uncollected) from all installation work completed and to report to us within sixty (60) days after the expiration of this Policy the full amount of such gross receipts (both collected and uncollected) from all installation work of property insured by this section completed during the preceding policy year and pay premium thereon at the rate stated on the Part IX Coverage Schedule for Installation Floater per \$100 of gross receipts in excess of said estimate, such additional premium to become payable to us at the time the report is made. If the gross receipts of all property installed during the preceding policy year is less than said estimate, we will return premium at the same rate on the deficiency, subject to any minimum retained premium. Nothing in this clause shall increase our limit of liability.

## 11. Definitions

Wherever used in this form:

- (a) "Actual cash value" means the lesser of the cost of repair or the cost of "replacement" less any depreciation, however caused. In determining depreciation, we will consider:
  - (i) the condition immediately before the loss or damage;
  - (ii) the resale value immediately before the loss or damage;
  - (iii) the normal life expectancy; and
  - (iv) obsolescence.
- (b) "Cash cards" means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
- (c) "Fire protective equipment" includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
  - (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
  - (ii) any watermains or appurtenances located outside of the "project site" and forming a part of the public water distribution system; or
  - (iii) any pond or reservoir in which the water is impounded by a dam.
- (d) "Hot testing" means the start-up, commissioning, performance testing, operational testing, or other forms of testing of machinery and equipment. "Hot testing" does not include start-up and testing of building systems.
- (e) "Project site" means any location, project, or work site where you are involved in an installation, construction, or rigging project.
- (f) "Replacement" includes repair, construction or reconstruction with new property of like kind and quality.
- (g) "Resultant damage" means physical damage to the insured property other than the cost of rectifying the defect or fault that caused the physical damage. The cost of rectifying the defect or fault (the cost of making good) is the cost which you would have incurred to do so had such defect or fault been discovered immediately before the physical damage occurred and rectified at that time.
- (h) "Surface water" means water or natural precipitation temporarily diffused over the surface of the ground.



## PART IX

### Contractors Equipment Form (All Risks) (Annual Adjustment Pro Rata Basis)

This form is subject to the Statutory Conditions and the General Provisions, Conditions, Exclusions and Definitions applicable to Part IX – Inland Marine.

#### Section

#### 1. Indemnity Agreement

In the event that any of the insured property is lost or damaged during the Policy Period by an insured peril, we will indemnify you against direct loss or damage subject to the terms and conditions of this form.

#### 2. Insured Property

This form insures “contractors equipment” which is:

- (a) your property;
  - (b) leased from the lessor if you as lessee are required to provide insurance under a written lease agreement;
  - (c) the property of others of a similar nature in your custody or control and for which you are legally liable;
- anywhere within the limits of Canada and the continental United States, unless the property is excluded or subject to limitations.

#### 3. Limit Of Liability

- 1) Our limit of liability in any one loss either in case of partial or total loss or salvage or other charges or expenses or all combined will not exceed whichever is the least of:
  - (a) the “actual cash value” of the property at the time and location of loss or damage, except as provided under the Section 8. Extensions of Coverage (h) Replacement Cost;
  - (b) the cost to repair or replace the property at the time of loss or damage with property of like kind and quality;
  - (c) your interest in the property;
  - (d) the limit of liability shown in the Part IX Coverage Schedule for Contractors Equipment.
- 2) If a Catastrophe Limit of Liability is shown in the Part IX Coverage Schedule for Contractors Equipment, the most we will pay for all loss in any one occurrence is:
  - (a) the Limit of Liability shown in the Part IX Coverage Schedule for Contractors Equipment; or
  - (b) the Catastrophe Limit of Liability

whichever is less.

#### 4. Co-Insurance Clause

This clause applies separately to each item shown in the Part IX Coverage Schedule for Contractors Equipment.

You will maintain insurance concurrent with this form on the insured property to the extent of at least the amount produced by multiplying the “value” of the property by 90% and, failing to do so, will only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

For equipment you acquire after the inception of the form, we will not pay a greater portion of loss, prior to the application of the deductible, than the portion determined by:

- 1) The reported values of the “contractors equipment” at inception, divided by
- 2) The “value” of the “contractors equipment” insured at inception.

This clause applies only where the total loss exceeds the lesser of 5% of the applicable amount of insurance or \$10,000.

#### 5. Deductible

This clause applies separately to each item shown in the Part IX Coverage Schedule for Contractors Equipment.

We are liable for the amount by which the loss or damage caused by an insured peril exceeds \$1,000, or any other dollar or percent amount shown as the deductible in the Part IX Coverage Schedule for Contractors Equipment in any one occurrence. If a percentage deductible is specified, the amount of the deductible will be that percentage of the amount of insurance as specified in the Part IX Coverage Schedule for Contractors Equipment. If both a percentage deductible and dollar deductible are shown in the Part IX Coverage Schedule for Contractors Equipment, the higher deductible will apply.

#### 6. Insured Perils

This form, except as otherwise provided, insures against all risks of direct physical loss of or damage to the property.

#### 7. Exclusions

##### A. Excluded Property

This form does not insure loss of or damage to:

- (a) property while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of the property insured. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

- (b) "data";
- (c) property while waterborne; except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith, however this form insures against direct physical loss of or damage to the property insured caused by fire or the stranding, sinking, or collision of the vessel, including general average and salvage charges;
- (d) property while airborne, unless specifically endorsed;
- (e) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- (f) automobiles (except "contractors equipment" as shown in the Part IX Coverage Schedule for Contractors Equipment), aircraft, watercraft, motorcycles or similar conveyances;
- (g) money, notes, securities, accounts, bills, evidences of debt or valuable papers;
- (h) plans, blueprints, designs or specifications;
- (i) personal belongings or personal effects;
- (j) property while located underground, in caissons, under water or on offshore rigs;
- (k) tires or tubes mounted on "contractors equipment" as shown in the Part IX Coverage Schedule for Contractors Equipment. This exclusion does not apply to loss or damage caused by fire, windstorm, theft or attempt thereof, vandalism or is coincident with other loss or damage insured by this form;
- (l) property which has become a permanent part of any structure;
- (m) equipment that is leased or rented to others, except as provided under Section 8. Extensions of Coverage (g) Equipment Leased or Rented to Others.

#### B. Excluded Perils

This form does not insure against loss or damage caused directly or indirectly by:

- (a) the weight of the load (including the loadblock and any and all rigging) exceeding any or all of:
  - (i) the capacity for which such machine was designed;
  - (ii) any limits set out in the manufacturer's specifications, capacity tables or rating sheets for the particular unit involved;
- (b) operating contrary to any instructions or recommendations set out in the manufacturer's specifications or capacity tables;
- (c) breaking through ice or subsidence of ice; sinking or subsidence in muskeg, swamp or soft soil;
- (d) centrifugal force, mechanical or electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (e) (i) dampness or dryness of atmosphere;
  - (ii) changes in or extremes of temperature, heating or freezing;
 This exclusion (e) does not apply to:
  - (1) loss or damage caused directly by rupture of pipes or breakage of apparatus not otherwise excluded in this form;
  - (2) loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (f) (i) shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish;
  - (ii) contamination;
  - (iii) marring, scratching or crushing;
 This exclusion (f) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (g) gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, including but not limited to, insects, birds, or rodents. If the gnawing, nesting or infestation, or discharge or release of waste products or secretions results in an insured peril, we will cover the resultant loss or damage.
- (h) delay, loss of market or loss of use;
- (i) unauthorized instructions to transfer property to any person or to any place;
- (j) "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, this exclusion will not apply to such resulting loss or damage.
- (k) (i) any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
  - (ii) theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
  - (iii) any dishonest or criminal act committed by anyone, except as stated in (k) (ii), when you or your agent knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.

This exclusion (k) (i) does not apply to the proportion of ownership of the lost or damaged property of:

- (1) your spouse, if you are a sole proprietor;

(2) your partner(s), if your business is a partnership;

who did not know and could not ought to have known of the dishonest or criminal act.

This exclusion (k) (ii) does not apply to physical damage caused directly by your employee which results from a peril not otherwise excluded in this form.

This exclusion (k) (iii) does not apply if, upon becoming aware of the dishonest or criminal act, you or your agent immediately notifies the police and us.

### C. Other Excluded Losses

This form does not insure:

- (a) i) wear and tear;
- ii) rust or corrosion;
- iii) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion (a) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

- (b) the cost of making good:
  - i) faulty or improper material;
  - ii) faulty or improper workmanship;
  - iii) faulty or improper design;

This exclusion (b) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

- (c) mysterious disappearance, or shortage of insured property disclosed on taking inventory.

### 8. Extensions Of Coverage

The Extensions of Coverage either modify or are in addition to coverage granted under this form subject to the following conditions:

- (1) specified limits of liability apply as an additional amount of insurance, except with respect to the following extension:
  - (d) Debris Removal;
  - (g) Equipment Leased or Rented to Others;
- (2) are not subject to Section 4. Co-Insurance Clause unless otherwise stated;
- (3) if a loss covered under an Extension of Coverage also involves a loss under any Part, its Extensions of Coverage or an endorsement, then, unless specified in the Extension of Coverage, the maximum limit of insurance will not exceed the highest applicable limit under any one Part, Extension of Coverage or endorsement;
- (4) if a specified Extension of Coverage is indicated as not covered on the Part IX Coverage Schedule, there is no amount recoverable;
- (5) if the limit of an Extension applies to the policy period, and the policy period is extended after issuance for an additional period of less than 6 months, the additional period will be deemed part of the preceding period for the purposes of determining limits;
- (6) are subject to the exclusions, provisions, and conditions of this Part unless otherwise stated.

#### (a) Newly Acquired Equipment

We agree to extend insurance provided by this form to insure any additional items of "contractors equipment" that you have leased or purchased subsequent to the attachment date and during the term of this Policy subject to the deductible shown for that particular type of use or description of "contractors equipment" on the schedule. You must pay any additional premium due from the date you acquire the additional equipment.

If, however, such equipment is not similar in type, capacity and purpose to that in the Part IX Coverage Schedule for Contractors Equipment or if any one item has a "value" that exceeds \$750,000, we will cease to cover such additional items if they are not reported to us within 60 days from date of acquisition.

This extension is subject to the Co-insurance Clause.

#### (b) Rental Reimbursement

We agree to extend insurance provided by this form to insure the expenses incurred by you for the rental of equipment, either with or without an operator, to replace equipment insured by this form which has been withdrawn from normal use as a result of loss or damage from a peril insured. The rental reimbursement coverage only applies to equipment which is similar in type, capacity and purpose to that for which it is a replacement and only to equipment which is insured for an amount of \$2,500 or more per item.

This extension will not apply if you own, control or have available for use surplus or reserve equipment which can be used by you for continuing or resuming your operations.

The most we will pay under this extension during any one policy year for one or more items of equipment is as shown in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule. Our liability for rental reimbursement is limited to expenses actually incurred commencing 72 hours (Sundays and legal holidays not included) or as otherwise stated on the

Schedule of Contractors Equipment, after the date of loss or damage to the insured equipment occurred, and will continue, regardless of the expiration of the policy period, to the date which would be required to repair the equipment so damaged.

**(c) Rental Equipment Coverage**

We agree to extend insurance provided by this form to insure "contractors equipment" rented or borrowed from others.

You must keep accurate records of all equipment rented throughout the policy period. You agree to pay us an additional premium determined by multiplying your total rental equipment expenditures by the Rental Equipment Adjustment Rate shown on the Part IX Coverage Schedule for Contractors Equipment.

The most we will pay in respect of any one occurrence for "contractors equipment" rented from others is up to the limit of insurance specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

We will be liable only for that part of such loss which is in excess of the amount of any other applicable insurance.

**(d) Debris Removal**

We agree to extend the insurance provided by this form to indemnify you for expenses incurred in the removal of debris from an insured loss to insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this form.

This extension does not apply to costs or expenses:

- (i) to "clean up" "pollutants" from land or water; or
- (ii) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

However, we will not pay any more than 25% of the amount we pay for the direct physical loss. We will not pay more for loss to property and debris removal combined than the limit for the damaged property.

We will pay up to an additional \$5,000 when the debris removal expense exceeds 25% of the amount we pay for direct physical loss or when the loss to property and debris removal combined exceeds the limit for the damaged contractors equipment.

**(e) Fire Department Service Charges**

We agree to extend insurance provided by this form to apply to the liability that you assume by contract or agreement prior to loss or damage, or is required by local ordinance, for fire department charges incurred when the fire department is called to save or protect insured property from a fire or another insured peril.

This Extension of Coverage only provides reimbursement to you for service charges you are liable for and which you have received directly from:

- (i) your municipal fire department;
- (ii) your local police department;
- (iii) a neighbouring municipality's fire department or police department for which there is an inter-municipal agreement.

The most will pay under this Extension of Coverage is the limit of liability shown in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(f) Rewards**

We agree to extend the insurance provided by this form to pay a reward to any person, except as excluded below, for information that leads to a conviction for arson, theft or vandalism, if the loss or damage to insured property caused directly by an insured peril exceeds the applicable deductible.

We will not pay or reimburse rewards paid under this Extension of Coverage to:

- (i) you;
  - (ii) your partner(s);
  - (iii) your officer(s);
- or members of their household(s).

If we offer the reward then we will be the sole judge as to how much to offer.

If you offer the reward without our approval, then the most we will pay is 50% of the reward you offer.

The most we will pay under this Extension of Coverage for the reward and related reasonable expenses to the offering of the reward in any one occurrence is:

- (1) the amount of the offered reward; or
  - (2) the limit specified in the Coverage Summary for this Extension of Coverage;
- whichever is less.

**(g) Equipment Leased or Rented to Others**

We agree to extend insurance provided by this form to insure "contractors equipment" that is leased or rented to others under a signed equipment rental agreement, confirming that primary All Risks insurance coverage is in place for this equipment.

The most we will pay under this Extension of Coverage is the limit of insurance as specified in the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule.

**(h) Replacement Cost**

We agree to "replacement cost" basis of settlement subject to the following provisions:

- (i) "Replacement cost" is eligible only to "contractors equipment" up to and including 3 years of age from the date of purchase new, or as shown in the Schedule of Contractors Equipment at the time of loss or damage.
- (ii) You are the original purchaser of the equipment exclusive of the selling dealer or if leased to you, the lessor is the original owner of the equipment.
- (iii) "Replacement" will be effected by you with due diligence and dispatch.
- (iv) Settlement on a "replacement cost" basis will be made only when "replacement" has been effected by you and in no event will it exceed the amount actually and necessarily expended for such "replacement".
- (v) Failing compliance by you with any of the foregoing provisions, settlement will be made on the basis of "actual cash value" of the property at the time of the loss or damage and the loss or damage will be ascertained or estimated according to such "actual cash value" with proper deduction for depreciation, however caused, and will in no event exceed what it would then cost to repair or replace the same with material of like kind and quality and any reference to "replacement cost" in Section 3 Limit of Liability will be deemed to be a reference to the "actual cash value" of the insured property.
- (vi) Any other insurance obtained by you or on your behalf in respect of the perils insured against by this Policy on the property to which this Policy is applicable will be on the basis of "replacement cost" as defined herein.

**(i) Loss of Income**

**Indemnity Agreement**

We agree to extend insurance provided by this form to pay for your loss of "business income" including your necessary "extra expense" resulting from direct physical loss of or damage due to an insured peril to "contractors equipment" covered under this form.

**Deductible**

Our liability for each interruption of business begins only when the period of interruption exceeds 48 consecutive hours.

**Conditions**

- (i) a written contract of work must be in existence prior to the date of loss;
- (ii) coverage only applies to items insured for an amount of \$25,000 or more per item; and
- (iii) repair or replacement of the lost or damaged property must be affected with due diligence and dispatch.

**Exclusions**

We will not cover the following losses and expenses:

- (i) any increase in your loss that results because of strikers or other persons have interfered with repairs to damaged property or with any resumption of operations;
- (ii) any increase in your loss that results from the loss of a lease, license, other contract or order. However, if the loss of the lease, license, other contract or order is the direct result of an interruption of business due to damage to property at your "premises", we will cover your loss of "business income" only during the time that would have been required to repair, rebuild or replace the damaged property.

**Limit of Liability**

We will cover your loss of "business income" for the shorter of the following periods:

- (i) the time it is reasonably required to repair or replace the damaged equipment;
- (ii) up to a maximum of 60 days after the date of loss, but not limited to the expiration of this Policy;
- (iii) the Limit of Liability as shown on the Coverage Summary, or as otherwise indicated in the Part IX Coverage Schedule; or
- (iv) whichever is less, in respect to any one occurrence.

**9. Premium Adjustment**

The premium stated on the Part IX Coverage Schedule is an advance premium only.

The advance premium is subject to adjustment at the end of the policy period when you will deliver to us a written statement with effective dates of all additions to and deletions from the original Part IX Coverage Schedule for Contractors Equipment during such policy period. At the end of the policy period, we will calculate the adjustment of the earned premium for such equipment on a pro rata basis of the premium specified in the Part IX Coverage Schedule for Contractors Equipment for each type of use or description of equipment.

If the earned premium exceeds the advance premium stated in the Part IX Coverage Schedule, you will immediately pay such additional premium; if less, we will refund to you the return premium due.

## 10. Definitions

Wherever used in this form:

- (a) "Actual Cash Value" means the lesser of the cost of repair or the cost of "replacement" less any depreciation, however caused. In determining depreciation, we will consider:
  - (i) the condition immediately before the loss or damage;
  - (ii) the resale value immediately before the loss or damage;
  - (iii) the normal life expectancy; and
  - (iv) obsolescence.
- (b) "Business Income" means  
The sum of:
  - (i) the estimated annual net income (Net Profit or Loss before income taxes) from all your business operations; and
  - (ii) continuing normal operating expenses incurred, including payroll.
- (c) "Contractors Equipment" means machinery, equipment, tools of a mobile nature, and spare and duplicate parts, on, attached or pertaining to such property as described in the Part IX Coverage Schedule for Contractors Equipment..
- (d) "Extra Expense" means the excess of the total cost of conducting your business during the period required to repair or replace lost or damaged property over the total cost of conducting such business that would have been incurred had no loss occurred. "Extra expense" includes the reasonable extra cost of temporary repair and of expediting the repair or replacement of your lost or damaged property including overtime and the extra cost of express and other rapid means of transportation, but excludes:
  - (i) all other direct or indirect loss or damage to property and any expense for physical property incurred to reduce extra expense loss (and then not to exceed the amount by which such loss is reduced with due consideration for salvage value of such property) and
  - (ii) any loss of "business income".
- (e) "Premises" means the entire area within the property lines and areas under adjoining sidewalks and driveways at:
  - (i) each location described on the Part I & II Coverage Schedule;
  - (ii) Temporary Locations and any Newly Acquired Location, if covered by this form;
 and in or on vehicles within 100 metres (328 feet) of such locations.
- (f) "Replacement" means the repair, or replacement with new property of like kind and quality.
- (g) "Replacement Cost " means the cost of replacing or repairing (whichever is the lesser) the insured contractors equipment with new property of like kind and quality and for like type, capacity and purpose without deduction for depreciation.
- (h) "Value" means "Actual Cash Value", however if insured property is eligible for Replacement Cost, "value" will mean "Replacement Cost "

## **PART IX**

### **Installation Floater - Flood Endorsement**

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This endorsement modifies insurance provided under Part IX – Inland Marine.

This endorsement applies to Installation Floater (CBC 9000) to include loss or damage caused directly by the peril of flood subject to the following conditions.

This endorsement applies to insured property under Installation Floater (CBC 9000) when Flood coverage is shown against Installation Floater on the Declaration Page.

#### **1. Flood**

For the purpose of this endorsement, flood will mean the rising of, the breaking out or the overflow of any body of water whether natural or man-made and includes waves, tides, and tidal waves.

#### **2. Deductible**

We are liable for the amount by which the loss or damage caused by flood exceeds the amount of the deductible shown on the Part IX Coverage Schedule for Installation Floater – Flood Endorsement (CBC 9172).

#### **3. Exclusions**

This endorsement does not cover loss or damage caused directly or indirectly by:

- a. water which backs up through sewers, sump pumps, septic tanks or drains;
- b. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
- c. any of the following perils whether or not caused by or attributable to flood: fire explosion, smoke, leakage from fire protective equipment or from a watermain, theft, riot, vandalism or malicious acts.

#### **4. Extensions of Coverage**

We will be liable for loss or damage to the property insured caused by wind, hail, rain, or snow entering a building through an opening in the roof or walls directly resulting from a flood.

#### **5. Pro Rata Clause**

We will only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering the peril of fire on the same property. If the policy covers two or more items, this provision will apply to each item separately.

All other terms and conditions remain unchanged.

## **PART IX**

### **Installation Floater - Earthquake Damage Assumption Endorsement**

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This endorsement modifies the insurance provided under Part IX Inland Marine.

This endorsement applies to Installation Floater (CBC 9000) to include loss or damage caused directly by the peril of earthquake, subject to the following conditions.

This endorsement applies to the property insured under Installation Floater (CBC 9000) when Earthquake coverage is shown against Installation Floater on the Declaration Page.

#### **1. Earthquake**

For the purpose of this endorsement, earthquake will include snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

Each loss caused by an earthquake will constitute a single claim hereunder, provided that more than one earthquake shock occurring within any consecutive one hundred and sixty-eight (168) hours during the term of this Form will be deemed a single earthquake. Notwithstanding the foregoing, we will not be liable for any loss or damage caused by any earthquake shock occurring before this endorsement becomes effective nor for any loss or damage caused by an earthquake shock occurring after the expiration of this Form.

#### **2. Deductible**

- a. We are liable in any one occurrence for the amount by which the loss or damage caused by earthquake exceeds the amount of the deductible(s) shown on the Part IX Coverage Schedule for Installation Floater – Earthquake Damage Assumption Endorsement (CBC 9173).
- b. If a percentage is shown as the deductible, the amount of the deductible will be that percentage of the replacement cost value (or for those items subject to the Actual Cash Value Endorsement, the ACV value), of the property which suffers the earthquake loss.

In the calculation of the earthquake deductible amount, only the values of the property damaged at the site(s) of the earthquake occurrence will be used in the calculation of the deductible.

#### **3. Exclusions**

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to earthquake: fire, explosion, smoke, leakage from fire protective equipment, theft, vandalism and malicious acts, flood of any nature, waves, tidal waves, high water, waterborne objects or ice.

#### **4. Extensions of Coverage**

We will be liable for loss or damage to the property insured, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from an earthquake.

#### **5. Pro Rata Clause**

We will only be liable for that proportion of a loss payable under this endorsement which the amount insured hereunder bears to the total amount of insurance covering the peril of fire on the same property. If the policy covers two or more items this provision will apply to each item separately.

All other terms and conditions remain unchanged.



# WCL FORMWORK LTD.

This is Exhibit "G" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.

July 29<sup>th</sup> 2024

To our valued partners.

To say it has been a rough month is an understatement. We need to bring you up to speed...

This has been a challenging time for us from both a personal and business perspective.

From a personal perspective, as many of you know, I (Kyle) have been fighting a challenging battle with a multiple myeloma diagnosis. After a difficult and humbling journey, I'm very happy to report that as of July 17, 2024, BC Cancer has given me the all clear. I'm amazed by the miracles of modern science and am very grateful for the medical care I've received. I am very excited that my focus can now return to business priorities going forward.

From a business perspective, we've been weathering challenges associated with the RBC buyout of our bank of 25 years, HSBC. Ultimately, RBC was not interested in the Whitewater account and moved with very little notice towards ending the relationship. On July 2<sup>nd</sup>, Whitewater Concrete was placed in a limited receivership by RBC. RBC has not pursued Whitewater assets or its equipment, merely real estate holdings that have no current impact on our day-to-day business. RBC and the principles of Whitewater are dealing with this at present.

Upon being informed of the receivership action, **WCL FORMWORK LTD.** (WCL) was immediately incorporated. All staff were transferred to WCL and we've continued work on all our active projects. With your help, we have not experienced a single down day nor any schedule interruptions on any of our active projects. We are grateful for your support in helping us achieve this.

As we now have signed contracts under WCL, we are reaching out to request your continued support in this new chapter, by kindly asking you to set up accounts and credit arrangements for WCL going forward.

Our address remains unchanged:

WCL Formwork Ltd  
2<sup>nd</sup> Floor, 27222 Lougheed Hwy  
Maple Ridge, BC V2W 1V9

We have the same strong team behind us and we look forward to continuing our mutually beneficial relationship with you and building a bright future together.

**Please respond to [jasminek@wclformwork.com](mailto:jasminek@wclformwork.com) if you will accommodate our request so that we can move your information over to our vendors profile.**

**Either way, please respond with a "YES" or a "NO" as to whether you are interested in moving forward with us.**

Most sincerely,

Kyle & Craig Smith

27222 Lougheed Hwy., Maple Ridge, BC, V2W 1M4  
Tel : 604-240-0010 Fax : Who Faxes Anymore?  
[www.wclformwork.com](http://www.wclformwork.com)





## BC Company Summary For WCL FORMWORK LTD.

This is Exhibit "H" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

A Commissioner for taking Affidavits  
within British Columbia.

Date and Time of Search: November 15, 2024 11:21 AM Pacific Time

Currency Date: July 24, 2024

### ACTIVE

Incorporation Number: BC1489933

Name of Company: WCL FORMWORK LTD.

Business Number: 763904422 BC0001

Recognition Date and Time: Incorporated on June 28, 2024 12:51 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

### COMPANY NAME INFORMATION

Previous Company Name

1489933 B.C. LTD.

Date of Company Name Change

July 19, 2024

### REGISTERED OFFICE INFORMATION

Mailing Address:

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

Delivery Address:

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### RECORDS OFFICE INFORMATION

Mailing Address:

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

Delivery Address:

C/O PAUL C. WEIR LAW CORPORATION  
UNIT 2 - 107 KINGS ROAD WEST  
NORTH VANCOUVER BC V7N 2L7  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

SMITH, CRAIG ALLEN

**Mailing Address:**

1010 BEAUMONT DRIVE  
NORTH VANCOUVER BC V7R 1P9  
CANADA

**Delivery Address:**

1010 BEAUMONT DRIVE  
NORTH VANCOUVER BC V7R 1P9  
CANADA

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**Last Name, First Name, Middle Name:**

SMITH, ROBERT KYLE

**Mailing Address:**

644 ALDERSIDE DRIVE  
PORT MOODY BC V3H 3A5  
CANADA

**Delivery Address:**

644 ALDERSIDE DRIVE  
PORT MOODY BC V3H 3A5  
CANADA

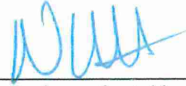
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NO OFFICER INFORMATION FILED .

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Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

This is Exhibit "I" referred to in the affidavit  
of Jeff Keeble sworn before me at  
Vancouver, British Columbia, this  
15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.

August 16, 2024

DELIVERED VIA EMAIL  
[markh@trilogy.ca](mailto:markh@trilogy.ca)

Trilogy Concrete Ltd.  
4336 Lougheed Hwy.  
Burnaby, BC, V5C 3Y8

Bryan Gibbons  
D: 604.631.9152  
F: 604.694.2958  
[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)

**Re: In the Matter of the Receivership of Whitewater Concrete Ltd. ("Concrete"),  
Whitewater Developments Ltd. ("Developments" and together with Concrete,  
"Whitewater") and 145 Golden Drive Ltd.**

We are counsel for Deloitte Restructuring Inc. (the "**Receiver**") in its capacity as Receiver of certain assets and property of Whitewater. We enclose a copy of the Receivership Order dated July 2024 for your reference.

Please note the Receiver was anticipating a proposal from Jenkins Marzban Logan LLP ("**JML**"), counsel for the Whitewater principals (the "**Principals**"), respecting the completion of certain projects (the "**Projects**"), including possibly those of yours, for the Receiver's consideration and approval. The anticipated proposal contemplated the Principals forming a new company to complete the Projects and JML was advised as to the terms required by the Receiver in relation thereto.

Unfortunately, the Principals have chosen not to cooperate with the Receiver, and in fact have issued a letter dated July 29, 2024 (the "**Letter**") to their "**valued partners**" respecting their intentions going forward. We enclose a copy of the Letter for your reference.

It is clear from the Letter that the Principals have purported to move business and other assets of Whitewater to WCL Formwork Ltd. ("**WCL**"), all of which comprise part of the secured collateral of Royal Bank of Canada ("**RBC**"), without the consent of RBC or the Receiver. In light of the Letter, RBC has amended its PPR registrations to add WCL as an additional debtor and may take further enforcement steps to enforce RBC's rights in and to its collateral.

While the Project contracts with Whitewater are outside the scope of the Receivership, the accounts receivable in relation thereto are Receivership property. Given the foregoing, we trust you will provide a full accounting of all funds paid pursuant to your contract with Whitewater and any contract with WCL.



While the Receiver understands that certain amounts owing to Whitewater and/or WCL may be impressed with a trust pursuant to the *Builders Lien Act*, the Receiver reserves all rights and remedies with respect to Whitewater accounts receivable including any funds that may flow to WCL on account of the Projects.

We look forward to hearing from you.

Yours very truly,

LAWSON LUNDELL LLP



Bryan Gibbons\*


\*Law Corporation

- cc. Deloitte Restructuring Inc. (Attn: Jeff Keeble)
- cc. Fasken Martineau DuMoulin LLP (Attn: Kibben Jackson),  
counsel for Royal Bank of Canada

**William Clark (3218) - 14Flr**

**From:** Butt, Kaleb  
**Sent:** Monday, August 12, 2024 9:13 AM  
**To:** Craig Smith  
**Cc:** Keeble, Jeff; David Winter  
**Subject:** FW: Couple project questions

This is Exhibit "J" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits within British Columbia.

Hi Craig-

I sent this request to David almost two weeks ago and am still waiting to hear back on all. I've been following up with him regularly.

**Can you please have him send the below items today:**

- Copies of your billings for all open projects up to June 30
  - Most recent AR for RCH – never got a summary for this like we did the others. Only figure I have is from the May'24 bank report.
  - Most recent AR for Trilogy – same.
  - How much has been billed/received/outstanding for Trilogy to date.
- Is any AP outstanding for RCH? The AP list we got for it has a payment date next to each so I assume that means none?

As well as the couple items sent directly to you, also on the 30<sup>th</sup>:

- Status of pump trucks at Golden
- Correspondences/agreements/etc. regarding Trilogy

Thanks,

**Kaleb Butt, CPA**

Senior Associate | Financial Advisory  
 Deloitte LLP  
 D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

**From:** David Winter <DavidW@whitewaterconcrete.com>  
**Sent:** Monday, August 12, 2024 8:30 AM  
**To:** Butt, Kaleb <kbutt@deloitte.ca>  
**Cc:** Leew Patricia (External) <patricial@whitewaterconcrete.com>  
**Subject:** [EXT] Re: Couple project questions

Hi Kaleb,

Sorry for such a late response. I sent the documents to Craig for review shortly after your request. I will remind him again.

Thanks,  
 David

On Aug 6, 2024, at 1:12 PM, Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)> wrote:

Hi David- sorry to be a pest. Any luck on the below?

**Kaleb Butt, CPA**  
 Senior Associate | Financial Advisory  
 Deloitte LLP  
 D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

**From:** Butt, Kaleb  
**Sent:** Thursday, August 1, 2024 12:12 PM  
**To:** David Winter <[DavidW@whitewaterconcrete.com](mailto:DavidW@whitewaterconcrete.com)>  
**Subject:** RE: Couple project questions

Hi David,

Saw you send Patricia my AR request. Haven't received anything back from her on it yet. Were you able to piece together the below?

**Kaleb Butt, CPA**  
 Senior Associate | Financial Advisory  
 Deloitte LLP  
 D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

**From:** David Winter <[DavidW@whitewaterconcrete.com](mailto:DavidW@whitewaterconcrete.com)>  
**Sent:** Tuesday, July 30, 2024 2:42 PM  
**To:** Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>  
**Subject:** [EXT] Re: Couple project questions

Hi Kaleb,

I should be able to get these for you tomorrow.

David

On Jul 30, 2024, at 5:31 PM, Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)> wrote:

Hi David,

I think the below must've gotten lost in the sea of emails- are you able to send me the below:

- Most recent AR for RCH – never got a summary for this like we did the others. Only figure I have is from the May'24 bank report.
- Most recent AR for Trilogy – same.
- How much has been billed/received/outstanding for Trilogy to date. I understand you don't have an agreement for it so I have asked Craig for one.
- Is any AP outstanding for RCH? The AP list we got (attached) for it has a payment date next to each so I assume that means none?

Thanks,

**Kaleb Butt, CPA**  
 Senior Associate | Financial Advisory  
 Deloitte LLP  
 410 W Georgia St.,  
 Vancouver, BC, V6B 0S7, Canada  
 D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

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<image001.png>

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<RCH2\_Open\_Invoices\_\_run\_2024-07-18.csv>



**William Clark (3218) - 14Flr**

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**From:** David Winter <DavidW@whitewaterconcrete.com>  
**Sent:** Wednesday, August 14, 2024 12:50 PM  
**To:** Butt, Kaleb  
**Cc:** Leew Patricia (External)  
**Subject:** [EXT] Re: June Invoices requested by the Receiver  
**Attachments:** #15 - September 2023 - 100 Braid - Contract 1 - Below Grade - Wesgroup - 2023-09-25\_dw.xlsx; Royal Columbian ISB Contract\_final payment notice and invoice.pdf; Royal Columbian ACT Claim Revised October 2023.pdf; Royal Columbian ACT Holdback Release June 25, 2024.pdf; Royal Columbian Crane Billing January 2024.pdf; 4457H Royal Columbia Crane & Operator Holdback Invoic.pdf

Hi Kaleb,

I can follow up with Patricia about the May stuff, but I suggest you reach out directly to Craig for the Trilogy billing. I was not involved in any of that project and its billing.

The Braid discrepancy is due to us forgetting to include the separate (completed) portion of the project (parkade vs tower). I've attached the last bill for that, and together the totals match your figure.

Also find attached the last bills for RCH2 (all 3 contracts).

Thanks,  
 David

On Aug 14, 2024, at 12:37 PM, Butt, Kaleb <kbutt@deloitte.ca> wrote:

Hi both- just following up on the below? I believe Patricia said last week she had the May stuff queued up so hoping it can be sent over?

Thanks,

**Kaleb Butt, CPA**  
 Senior Associate | Financial Advisory  
 Deloitte LLP  
 D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

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**From:** Butt, Kaleb  
**Sent:** Monday, August 12, 2024 2:53 PM  
**To:** David Winter <DavidW@whitewaterconcrete.com>; Leew Patricia (External) <patricial@whitewaterconcrete.com>  
**Cc:** Craig Smith <craig@whitewaterconcrete.com>  
**Subject:** RE: June Invoices requested by the Receiver

Thanks David-

1. The amount for Braid billed to date from JML we had as \$13,177,720. Why the discrepancy from this bill?
2. Can you send last bills for RCH?
3. Please send last bill for Trilogy as we've yet to see anything to support the approx.. \$3.7M receivable reported as of May 31 (and presumably more in June).

@Leew Patricia (External) Please send the May bills and any amounts paid from them as the AR summaries we received included for May amounts.

**Kaleb Butt, CPA**

Senior Associate | Financial Advisory

Deloitte LLP

D: (604) 595-5422 | M: (672) 963-9556

[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

---

**From:** David Winter <[DavidW@whitewaterconcrete.com](mailto:DavidW@whitewaterconcrete.com)>

**Sent:** Monday, August 12, 2024 2:21 PM

**To:** Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>

**Cc:** Leew Patricia (External) <[patricial@whitewaterconcrete.com](mailto:patricial@whitewaterconcrete.com)>; Craig Smith <[craig@whitewaterconcrete.com](mailto:craig@whitewaterconcrete.com)>

**Subject:** [EXT] Re: June Invoices requested by the Receiver

Hi Kaleb,

Please see attached.

Thanks,  
David

On Aug 9, 2024, at 2:36 PM, David Winter <[davidw@whitewaterconcrete.com](mailto:davidw@whitewaterconcrete.com)> wrote:

Hi Craig,

I've reviewed the June WWC invoices Patricia sent you for approval to send to Deloitte. I've also added the mid-month Braid invoice, as well as renamed her Solo invoice as "rejected" by Appia, and added the version using Appia's numbers -- and noted in the filename that we "disputed" those.

Please confirm that these can be forwarded the receiver.

Thanks,  
David

On Aug 8, 2024, at 11:32 AM, Patricia Leew <[patricial@whitewaterconcrete.com](mailto:patricial@whitewaterconcrete.com)> wrote:

See attached.

Regards

Patricia

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**William Clark (3218) - 14Flr**

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**From:** Butt, Kaleb  
**Sent:** Monday, August 26, 2024 12:42 PM  
**To:** Craig Smith; Craig Smith  
**Cc:** Keeble, Jeff  
**Subject:** Trilogy

**Importance:** High

Hi Craig,

I am following up again to see if you have any details on the Trilogy project – invoices, agreements, emails with the GC, etc. We've yet to see any information on this project and I understand from David that you were the one involved in billing that project.

Let me know,

**Kaleb Butt, CPA**  
Senior Associate | Financial Advisory  
Deloitte LLP  
410 W Georgia St.,  
Vancouver, BC, V6B 0S7, Canada  
D: (604) 595-5422 | M: (672) 963-9556  
[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)

--  
**Deloitte.**

Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

This is Exhibit "K" referred to in the affidavit  
of Jeff Keeble sworn before me at  
Vancouver, British Columbia, this  
15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.

Bryan Gibbons  
D: 604.631.9152  
F: 604.694.2958  
bgibbons@lawsonlundell.com

November 7, 2024

DELIVERED VIA EMAIL  
[abwallace@pcl.com](mailto:abwallace@pcl.com)

PCL Construction Inc.  
9915 56 Avenue, NW  
Edmonton, AB T6E 5L7

Attention: Andrew Wallace, General Counsel

**Re: In the Matter of the Receivership of Whitewater Concrete Ltd. ("Concrete"),  
Whitewater Developments Ltd. ("Developments" and together with Concrete,  
"Whitewater") and 145 Golden Drive Ltd. and the project (the "St. Paul's Project") at  
1002 Station St. Vancouver, British Columbia**

We are counsel for Deloitte Restructuring Inc. (the "**Receiver**") in its capacity as Receiver of certain assets and property of Whitewater. We enclose a copy of the Receivership Order dated July 2024 for your reference.

Our understanding is that the concrete sub-contract (the "**Sub-Contract**") with respect to the St. Paul's Project is between PCL Construction Inc., as general contractor, and Trilogy Concrete Ltd. ("**Trilogy**"). We further understand that Trilogy is a partnership between Whitewater and Syber Concrete Forming Ltd. that was created specifically for the St. Paul's Project.

Notwithstanding repeated requests by the Receiver to the Whitewater principals and/or Trilogy for information regarding the St. Paul's Project, the Receiver has not received any disclosure from these parties.

We further understand that you may be in the process of releasing holdback funds (the "**Holdback Funds**") in relation to the St. Paul's Project. However, the Receiver and/or Royal Bank of Canada, Whitewater's senior secured creditor, may have an interest in these funds.

By virtue of the foregoing, the Receiver requires particulars and supporting documentation respecting the Sub-Contract, or any replacement contract, including an accounting of all funds paid or to be paid pursuant thereto. The Receiver requests that you not release the Holdback Funds until such time the Receiver has had an opportunity to review the disclosure requested and confirm the entitlement to the Holdback Funds.

Given there may be time sensitivity respecting the release of the Holdback Funds, please confirm the foregoing by **Friday, November 8, 2024**.

Yours very truly,

LAWSON LUNDELL LLP



Bryan Gibbons\*

\*Law Corporation

cc. Deloitte Restructuring Inc. (Attn: Jeff Keeble)  
cc. Fasken Martineau DuMoulin LLP (Attn: Kibben Jackson),  
counsel for Royal Bank of Canada

**William Clark (3218) - 14Flr**

---

**From:** Nick Willis <njwillis@pcl.com>  
**Sent:** Friday, November 8, 2024 3:08 PM  
**To:** Bryan Gibbons (3152) - 14Flr  
**Cc:** Antonio Hsu; Nika Vikhrova (3314) - 14Flr; Dana Callfas  
**Subject:** Re: Whitewater Concrete Ltd.  
**Attachments:** 2024-11-07 LT PCL.PDF; Filed Receivership Order dated July 2, 2024 (entered July 3, 2024).PDF

**[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]**

---

Dear Mr. Gibbons,

I am internal counsel for PCL. Please direct all further correspondence on this matter to my attention.

We are in receipt of your November 7, 2024 letter requesting a response by November 8, 2024. PCL is reviewing this matter and will respond in due course. In the meantime, we confirm that no holdback is payable by PCL to Trilogy Concrete Ltd. at this time.

Thank you for your patience. We will be in touch shortly.

Regards,

**Nick Willis**  
Regional Legal Counsel  
Western Canadian Buildings

PCL Constructors Inc.  
9915 56 Ave NW  
Edmonton, AB T6E 5L7  
T: 780-733-5950  
C: 780-566-9420  
[njwillis@pcl.com](mailto:njwillis@pcl.com)

[www.pcl.com](http://www.pcl.com)  
TOGETHER WE BUILD SUCCESS

This is Exhibit "L" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.





THE NEW  STpaul's

▶ TOGETHER WE BUILD SUCCESS

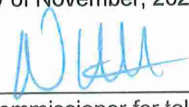
February 23, 2022

Steve Beaton  
**Trilogy Concrete 2021 Ltd.**  
 2nd Floor, 27222 Lougheed Highway  
 Maple Ridge, BC V2W 1M4

Dear Steve Beaton:

Re: **NEW ST. PAUL'S HOSPITAL PHASE 1A**  
**Subcontract Award**  
**Subcontract: 20059013-OS**

This is Exhibit "M" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

  
 A Commissioner for taking Affidavits  
 within British Columbia.

We wish to congratulate you on being the successful bidder for the work at the above referenced project.

Enclosed is your Subcontract to complete the work according to the terms and conditions as agreed and set out in the attached subcontract. Please execute the Subcontract and return to our office within **ten (10) days** of receipt of this letter. ***Please do not make any modifications to this Subcontract. The undersigned should be contacted if any errors or omissions are noted.***

Your attention is especially directed to the following information and list of requirements in your Subcontract which require positive action by your office prior to and during the performance of this subcontract:

**1. PROJECT LOCATION**

The Project is located at: 1002 Station Street  
 Vancouver, BC V6A 0B5

**2. MAILING ADDRESS**

Initially all correspondence is to be addressed to:

PCL Constructors Westcoast Inc.	Attention: Lisa Forrester
#310 – 13911 Wireless Way	Phone: 604-241-5200
Richmond, BC V6V 3B9	

**3. PERSONNEL**

The supervisory personnel for PCL Constructors Westcoast Inc. are:

Construction Manager	Jackie Trach
General Superintendent	Darrin Joss
Project Accountant	Graham Buhr

**PCL CONSTRUCTORS WESTCOAST INC.**

310 – 13911 Wireless Way, Richmond, BC, V6V 3B9

Telephone: 604-241-5200 ♦ Fax: 604-241-5301 ♦ Website: [www.pcl.com](http://www.pcl.com)



New St. Paul's Hospital Phase 1a  
Subcontract Award  
Page 2

We also require the following documentation to be executed and ***received by our office prior to delivery of material/services on the project site or within ten (10) days***, whichever occurs first.

**4. SAFETY**

- (a) All Subcontractors are to familiarize themselves with the attached site-specific Project Environmental, Health and Safety Plan. This safety policy must be adhered to at all times. **Please review, sign and return Safety Program Sign-Off with your executed subcontract.**
- (b) All Subcontractors are to acknowledge receipt of the PCL's site-specific safety plan.
- (c) All Subcontractors are to appoint a Safety Officer and provide safety training to all site employees in compliance with WorkSafe BC requirements.

**5. LETTER OF GOOD STANDING**

Within ten (10) days of the issuance of the subcontract and before any personnel are moved onto the jobsite, the Subcontractor will provide a letter of good standing from WorkSafe BC.

**6. CERTIFICATE OF INSURANCE**

Within ten (10) days of the issuance of the subcontract and before any personnel or materials are moved onto the jobsite, the Subcontractor will furnish PCL with Certificates of Insurance evidencing the coverage for:

- (a) Public Liability and Property Damage insurance on an Occurrence Basis, with a minimum limit of \$5,000,000.00.
- (b) Owned Vehicle insurance with a minimum limit of \$5,000,000.00.
- (c) Non-Owned Vehicle insurance with a minimum limit of \$5,000,000.00.
- (d) Equipment insurance.

Please ensure certificates are addressed to PCL Constructors Westcoast Inc. and list PCL Constructors Westcoast Inc. as an additional insured and contain waivers of subrogation against the Owner and other such persons, cross liability and severability of interest clauses. The certificates must be signed by the insurance company and include a thirty (30) day written notice of changes or cancellations to PCL Constructors Westcoast Inc. clause.

**7. APPLICATION OF PAYMENT**

- PCL uses Textura for preparing and submitting your monthly progress invoices. This process involves third party internet-based software, entitled Textura Payment Management.
- Please refer to the Textura Information below which describes the benefits and costs of using the system. We request that you provide us with the name and contact information of the individual who should be contacted for this purpose.
- No application for payment will be approved or processed until all documentation, including the signed subcontract, insurance certificates and safety acknowledgement form have been received by PCL Constructors Westcoast Inc.

**New St. Paul's Hospital Phase 1a**  
Subcontract Award  
Page 3

We are pleased to have you as a member of our team for this project and look forward to working with you to a mutually successful completion.

Yours truly,

**PCL CONSTRUCTORS WESTCOAST INC.**



Jackie Trach  
Construction Manager  
Writer's Direct Line: 604-241-5200

Attachments: Subcontract: 20059013-OS OS  
Textura Payment Management

## Oracle's Textura Payment Management: Work Faster and More Efficiently

### What Is Textura (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

### Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget.
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery.
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error.

### Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

### Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

### Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated.

### What Does It Cost to Use TPM?

#### 0.22% of contract value\*

- Maximum – \$3,750 CAD
- Sub-tier subcontractors – \$100

*\*Plus, applicable taxes*

### Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

### Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).



**SUBCONTRACT #20059013-OS**

**PCL CONSTRUCTORS WESTCOAST INC.**  
(hereinafter called the "Design-Builder")

This Agreement made on February 15, 2022 by and between:

**PCL CONSTRUCTORS WESTCOAST INC.**  
**310 - 13911 Wireless Way**  
**RICHMOND, BC V6V 3B9**

**District: BC Region**  
**Project No: 2220059**  
**Contract No: 20059013-OS**  
**Requested By: DK/GB**  
**Prepared By: DK**  
**Cost Code: 20030050-S**

(hereinafter called the "Design-Builder")  
and

**Trilogy Concrete 2021 Ltd.**  
**2nd Floor, 27222 Lougheed Highway**  
**Maple Ridge, BC V2W 1M4**

(hereinafter called the "Subcontractor")

---

THIS SUBCONTRACT IS ALSO SUBJECT TO THE GENERAL CONDITIONS AND SPECIAL CONDITIONS ATTACHED  
HERETO

---

**RECITALS:**

1. PCL NSP 2021 Ltd. together with its successors and assigns ("Project Co") has entered into an agreement (together with all general conditions, special conditions, plans, drawings, specifications, schedules, addenda and other documents (as developed from time to time) forming or by reference made a part of such contract and as amended from time to time (the "Project Agreement") with Providence Health Care Society, (together with its successors and assigns, the "Owner") dated February 24, 2021 pursuant to which Project Co has agreed, among other things, to finance, design, build and operate, on a turnkey basis, a St. Paul's Hospital Phase 1a (the "Facility").

Project Address:

1002 Station Street  
VANCOUVER, BC  
V6V 3B9

2. The Design-Builder has entered into an agreement (which, together with all general conditions, special conditions, plans, drawings, specifications, schedules, addenda and other documents (as developed from time to time) forming or by reference made a part of such contract and as amended from time to time, the "Design-Build Contract") with Project Co dated February 24, 2021 pursuant to which the Design-Builder has agreed to perform that work (the "Work") necessary to, among other things, to design and build the Facility (the "Project").

3. The Design-Builder and Project Co has entered into an agreement (together with all general conditions, special conditions, plans, drawings, specifications, schedules, addenda and other documents (as developed from time to time), forming or by reference made a part of such contract and as amended from time to time, the "Facility Coordination Agreement") with N/A (together with its successors and assigns, the "Service Provider") dated 2/24/2021 pursuant to which the Contractor and the Service Provider coordinate the design, commissioning and transition of the Facility from construction into operations

4. The Subcontractor wishes to undertake a portion of the Work (the "Subcontract Work", as defined below) as subcontractor to the Design-Builder.

5. The Subcontractor and the Design-Builder have agreed to enter into this Subcontract, which sets out the terms and conditions upon which the Subcontractor will perform the Subcontract Work.

**A: AGREEMENT TO PERFORM THE SUBCONTRACT WORK**

The Subcontractor agrees to perform the Subcontract Work in accordance with the terms and conditions of this Subcontract and to the satisfaction and approval of the Design-Builder, Project Co and the Owner or any architect or engineer retained by any one or more of them (the "Consultant").

**B: WORK TO BE PERFORMED**

The scope of the Subcontract Work is set forth in Schedule "A" to this Subcontract (hereinafter the "Subcontract Work.") It is agreed that the Subcontract Work shall be performed in accordance with the requirements of the Design-Build Contract and all instructions of the Project Co, the Owner and the Consultant pursuant to the Design-Build Contract in relation to the Subcontract Work. The Subcontract Work includes any and all acts, operations, obligations, duties and responsibilities as are necessary for the Subcontractor to perform the scope of the Subcontract Work and to satisfy its obligations under this Subcontract, including the provision and performance, and all supervision, of all necessary labour, services, materials (f.o.b jobsite) Freight Terms DDP - Delivered Duty Paid to 1002 Station Street, VANCOUVER, BC, V6A 0B5, CAN - Incoterms 2010, includes offloading by Subcontractor), plant, tools, equipment, services, supplies, permits and licenses.

**C: SUBCONTRACT DOCUMENTS**

The following are the Subcontract Documents referred to in Article B:

- the recitals and agreement of this Subcontract (being Articles A: to G:, inclusive);
- the General Conditions of this Subcontract;
- the Special Conditions of this Subcontract; and
  1. Appendix A - Subcontract Amendments
  2. Appendix B - Contract Award Meeting Minutes - Dated November 24, 2021
  3. Appendix C - Scope of Work - Dated February 8, 2022
  4. Appendix D - Unit Rates for Changes and Force Account Rates - Dated January 18, 2022
  5. Appendix E - Project Schedule - Data Date November 13, 2021
  6. Appendix F - Contract Documents Log - Dated February 4, 2022
  7. Appendix G - Apprenticeship Program Guidelines - Dated March 2016
  8. Appendix H - Project HSE Plan Sign-Off - Dated December 1, 2021

**D: SUBCONTRACT PRICE**

The total amount to be paid to the Subcontractor for the performance of the Subcontract (the "Subcontract Price") is set forth in Schedule "B", which amount is exclusive of the federal goods and services tax but inclusive of all other federal, provincial, territorial and municipal taxes of any kind whatsoever and which amount shall be subject to adjustment in accordance with the terms hereof.

**E: PAYMENT**

The Design-Builder agrees to pay the Subcontractor for the performance of the Subcontract Work as follows:

1. Subject to any requirement to retain a holdback pursuant to the applicable builders', mechanics' or construction lien legislation (the "Lien Legislation") (or where no requirement exists, Design-Builder shall have the right to retain a holdback from the Subcontractor consistent with the applicable Lien Legislation) and provided that no lien or written notice of lien has been filed in respect of the Subcontract Work that has not been satisfied, released, vacated, or discharged by the Subcontractor in accordance with the requirements of this Subcontract, the Design-Builder shall pay the amount payable to the Subcontractor based on progress estimates invoiced by the Subcontractor in accordance with Article 16 of the General Conditions as approved by the Design-Builder for the value of the Subcontract Work completed by the Subcontractor to the end of the previous month within the earlier of five (5) Working Days, as defined below, after the Design-Builder receives payment for such work from Project Co., or sixty (60) days from the end of the month in which the Subcontract Work included in the invoice was completed.
2. Subject to the expiry of the applicable holdback period pursuant to the Lien Legislation, and provided that no lien or written notice of lien has been filed in respect of the Subcontract Work that has not been satisfied, released, vacated, or discharged in accordance with the requirements of this Subcontract, the Design-Builder shall, within the earlier of five (5) Working Days after the Design-Builder has received payment from Project Co or sixty (60) days after final acceptance of the Subcontract Work by Project Co or its Consultant, pay the applicable holdback to the Subcontractor.

3. Due performance of the Subcontract Work in strict accordance with its terms (including the invoicing procedure as set out in Article 16 of the General Conditions) by the Subcontractor shall be a condition precedent to all payments by the Design-Builder.
4. The Design-Builder's payment obligations shall be subject to Article 12 of the General Conditions.
5. Payments will not be due and owing nor shall any interest accrue thereon until all required documents as set out in Article 16.2 of the General Conditions are provided to the Design-Builder in the format requested and, if required, fully executed by the Subcontractor.
6. Subcontractor hereby represents to Design-Builder that it
  - (a) is not a non-resident of Canada for purposes of the Income Tax Act (Canada); or
  - (b) ~~is a non-resident of Canada for purposes of the Income Tax Act (Canada).~~

Any and all payments made under this Subcontract shall be made subject to withholding and deduction on account of taxes where required by applicable laws or the administration thereof by relevant governmental authorities, including without limitation withholding on account of Canadian federal or provincial taxes from a payment to a non-resident of Canada in respect of services rendered in Canada. Where an amount is so withheld or deducted, such amount will be treated for all purposes of this Subcontract as having been paid by Design-Builder to Subcontractor at the time it was withheld or deducted, and Design-Builder shall remit such amount to the relevant governmental authorities. Notwithstanding the foregoing, the Subcontractor may, no later than 30 days prior to commencing the Subcontract Work, provide the Design-Builder with a letter from the Canada Revenue Agency ("CRA") authorizing an exemption from a withholding required by applicable law. If the Subcontractor provides such letter from the CRA, the Design-Builder shall not reduce payments made under this Subcontract by any withholding and deduction on account of taxes exempted by such letter.

#### **F: NOTICE REQUIREMENTS**

1. Any notice required or permitted under this Subcontract shall be in writing and be considered to have been sufficiently given if (a) delivered personally; (b) sent by recognized express mail or courier service; or (c) sent by electronic mail to the following respective addresses:
  - (a) if to the Subcontractor: Trilogy Concrete 2021 Ltd.  
2nd Floor, 27222 Lougheed Highway, Maple Ridge, BC V2W 1M4  
Attention: Steve Beaton  
steve@syberconcreteforming.com
  - (b) if to the Contractor: PCL CONSTRUCTORS WESTCOAST INC.  
310 - 13911 Wireless Way, RICHMOND, BC V6V 3B9  
Attention: Bruce Norman  
bnorman@pcl.com
2. Any notice given under this Article F: shall be deemed to have been given and to have been received on the date of delivery if delivered personally or by express mail or courier service, or, if emailed, at the time and date received by the recipient, provided that such day in either event is a working day (being a day other than a Saturday or Sunday or holiday which is observed by the construction industry in the area of the place of the Work, "**Working Day**") and the communication is so delivered or emailed before 4:30 p.m. local time of the location of the Project on such day. Otherwise, such notice shall be deemed to have been given and to have been received on the next following Working Day.

#### **G: GENERAL**

1. Except to the extent otherwise expressly provided in this Subcontract, if there is a conflict between provisions of this Subcontract or provisions incorporated into this Subcontract, the order of priority, from highest to lowest, shall be:
  - (a) the recitals and agreement of this Subcontract (being Articles A to G, inclusive);

- (b) the Special Conditions of this Subcontract;
- (c) the General Conditions of this Subcontract;
- (d) the specifications incorporated into this Subcontract; and
- (e) the drawings incorporated into this Subcontract. Drawings of a larger scale shall govern over those of small scale of the same date. Dimensions shown on drawings shall govern over dimensions scaled from drawings.

Later dated documents shall govern over earlier documents of the same type. To the extent that this Subcontract and the Design Build Contract deal with the same subject matter in respect of the Subcontract Work, both such provisions shall apply except to the extent that such provisions are contradictory. To the extent that a provision in this Subcontract contradicts a provision in the Design Build Contract, the provision in this Subcontract shall prevail to the extent necessary to avoid such contradiction.

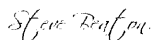
2. The Subcontractor and the Design-Builder for themselves, their heirs, executors, administrators, successors and permitted assigns, do hereby agree to the full performance of the covenants and agreements contained in this Subcontract.
3. This Subcontract is the entire agreement between the parties relating to the Subcontract Work and replaces any earlier agreements, and the parties agree that there are no other agreements, representations, collateral agreements or warranties other than as expressed herein. The Subcontractor acknowledges that it has not entered into this Subcontract on the basis of, and has not relied upon, any statement or representation, whether or not negligently made, whether oral, written, express or implied, except as expressly set forth in this Subcontract. No amendment to this Subcontract shall be valid and binding unless set forth in a Subcontract Revision, a Design-Builder Directive or an instrument in writing signed by the parties.
4. Time is of the essence of this Subcontract and any time specified for the completion of the Subcontract, the Subcontract Work or any portion thereof is a material provision of this Subcontract.
5. The Design-Builder and the Subcontractor are independent contractors. This Subcontract does not create or establish between the Design-Builder and the Subcontractor or between the Subcontractor, Owner and Project Co any relationship as partners, fiduciaries, joint venturers, employer and employee, master and servant or principal and agent.
6. Each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Subcontract shall be invalid, unenforceable or illegal, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Subcontract. If any such provision of this Subcontract is invalid, unenforceable or illegal, the parties shall promptly negotiate in good faith new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Subcontract as nearly as possible to its original intent and effect.
7. This Subcontract shall be governed by and construed in accordance with the laws of the place of the Project and shall be treated in all respects as a contract in that place without regard to conflict of laws principles.
8. Subject to Article 20 of the General Conditions, the courts of the place of the Work shall have jurisdiction to hear and determine any action, suit, proceeding or dispute in connection with this Subcontract, and the parties hereby irrevocably attorn to the exclusive jurisdiction of those courts. Each of the Parties agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.
9. Each party shall do all things and execute all further documents necessary to give full effect to this Subcontract.
10. This Subcontract shall be interpreted neutrally and without regard to which party drafted it and, in particular, no rule of construction shall be applied that would result in the resolution of an ambiguity herein on the basis of which party drafted this Subcontract.

11. In this Subcontract, the word "including" shall mean "including, without limitation," and the words "include" and "includes" shall have corresponding meanings and the word "Losses" shall refer to losses, damages, costs, expenses, deductions and/or liabilities.
12. Headings or subheadings in this Subcontract are for convenience of reference only, do not constitute part of this Subcontract, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Subcontract.

**IN WITNESS WHEREOF** the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.  
Trilogy Concrete 2021 Ltd. PCL CONSTRUCTORS WESTCOAST INC.

Per: Steve Beaton

Per: Antonio Hsu



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Subcontractor



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Design-BUILDER



## GENERAL CONDITIONS

### 1. PERFORMANCE OF SUBCONTRACT WORK

The Subcontractor shall perform its obligations under this Subcontract at its own cost and risk except as expressly provided in this Subcontract.

1.1 The Subcontractor agrees to begin, carry on and complete the Subcontract Work in a prompt and diligent manner and in accordance with the Design-Builder's schedule for the Project so as not to interfere with or delay the work of the Design-Builder or the work of any other subcontractors. The Design-Builder shall have the right to adjust the Design-Builder's schedule for the Project, or direct the Subcontractor to accelerate the Subcontract Work to ensure compliance with the Design-Builder's schedule, from time to time provided however that, if:

- .1 such adjustment is not undertaken in response to an act or omission of the Subcontractor or a party engaged by or through the Subcontractor;
- .2 such adjustment reduces the time that the Subcontractor has to carry out the Subcontract Work prior to such adjustment; and
- .3 the Design-Builder has not previously reimbursed the Subcontractor for such adjustment,

the Design-Builder shall pay the reasonable expenses incurred by the Subcontractor in accelerating the Subcontract Work to adhere to Design-Builder's schedule (as adjusted). The Subcontractor shall, if requested by the Design-Builder, furnish adequate evidence to substantiate its ability to meet the performance schedules and planned progress of the Subcontract Work, including periodic reports setting forth the status of the Subcontract Work. Without limiting any other right or remedy of the Design-Builder, if the Subcontractor fails to observe any provision of this Article 1.2 and by reason thereof the Design-Builder becomes liable for Losses, the Subcontractor shall be liable to pay or reimburse the Design-Builder for same.

The Subcontractor represents and warrants that it is experienced and knowledgeable in the performance of work such as the Subcontract Work and has the required ability, experience, skills, qualifications, capability, workforce, and financial resources to perform the Subcontract Work in a timely manner in accordance with the terms of this Subcontract. During the performance of the Subcontract Work, the Subcontractor shall maintain one person designated as its Project supervisor. The Project supervisor shall be the same person throughout the performance of the Subcontract Work unless the Design-Builder, acting reasonably, consents to a replacement. The Project supervisor, and any replacement, shall be fully qualified and experienced in its trade.

1.2 The Subcontractor has:

- .1 conducted its own independent inspection and analysis of the location of the Project and the Subcontract Work and all other locations relevant to the performance of the Subcontract Work and accepts the conditions of the location of the Project and such other locations as they are (except as otherwise provided in the Design Build Contract);
- .2 conducted its own independent inspection and analysis of all drawings, reports, studies, data, documents or other information given or made available by the Design-Builder, Project Co, the Owner or the Consultant ("**Background Information**"); and
- .3 relied solely on its own independent inspection and analysis and has not relied on any Background Information or any representation given or made by the Design-Builder, Project Co, the Owner or the Consultant, except as expressly set forth in this Subcontract or as otherwise provided in the Design Build Contract.

1.3 Subcontractor personnel remaining at or returning to the location of the Project outside regular Project working hours must have prior authorization to do so from the Design-Builder.

### 2. PRIME CONTRACT

2.1 The Subcontractor is deemed to have full knowledge of the provisions of the Design-Build Contract, other than the provisions relating to payment to the Design-Builder under the Design-Build Contract and other than any other provisions of the Design-Build Contract which are identified in the Special Conditions of this Subcontract to be excluded from the knowledge of the Subcontractor or which the Design-Builder, in its sole and absolute discretion, determines are confidential.

- 2.2 To the extent that the Design-Builder is required under the Design-Build Contract to obtain rights, powers or remedies for the direct benefit of Project Co or the Owner (or both) as against the Subcontractor, the Subcontractor hereby grants such rights, powers or remedies to Project Co and the Owner. The Subcontractor agrees that Project Co and the Owner are third party beneficiaries of this Subcontract in respect of all rights, powers and remedies granted by the Subcontractor to them and the Design-Builder is contracting as agent for Project Co and the Owner in respect of the granting of such rights, powers and remedies in favour of Project Co and the Owner. Except for rights, powers and remedies granted by the Subcontractor in favour of Project Co and the Owner pursuant to this Subcontract, nothing herein shall be construed as creating any privity of contract between the Subcontractor, Project Co and the Owner.
- 2.3 To the extent that the Design-Builder is required under the Design-Build Contract to include certain terms or conditions in this Subcontract, such terms and conditions shall be deemed to be incorporated herein. To the extent that the Design-Builder is required under the Design-Build Contract to ensure that its subcontractors include certain terms and conditions in their sub-subcontracts or purchase orders, the Subcontractor shall include such terms and conditions in its sub-subcontracts and purchase orders.
- 2.4 Except as expressly provided to the contrary herein:
- .1 the Subcontractor shall assume and perform all the duties, responsibilities and liabilities of the Design-Builder under the Design-Build Contract in relation to the performance of the Subcontract Work as if the Design-Builder was Project Co and the Subcontractor was the Design-Builder under the Design-Build Contract;
  - .2 the Subcontractor shall have, in respect of the performance of the Subcontract Work, the same duties, responsibilities, obligations and liabilities to the Design-Builder under this Subcontract as the Design-Builder has to Project Co and the Owner under the Design-Build Contract as if the Design-Builder was the Owner and the Subcontractor was the Design-Builder under the Design-Build Contract;
  - .3 the Design-Builder shall have, in respect of the performance of the Subcontract Work, the same rights, powers and remedies against the Subcontractor under this Subcontract as Project Co and the Owner have against the Design-Builder under the Design-Build Contract as if the Design-Builder was Project Co and the Subcontractor was the Design-Builder under the Design-Build Contract;
  - .4 the Subcontractor shall be bound by all rulings of the Consultant, Project Co and the Owner in relation to the performance of the Subcontract Work, to the same extent that the Design-Builder is bound; and
  - .5 the Subcontractor will not be entitled to greater rights, entitlements or relief against the Design-Builder under this Subcontract than the Design-Builder actually has or obtains from Project Co under the Design-Build Contract in relation to the performance of the Subcontract Work or any claims of the Subcontractor relating thereto provided however that where the Subcontractor is delayed in the performance of the Subcontract Work due to a breach of this Subcontract by the Design-Builder, the Subcontractor will be entitled to the reasonable expenses incurred by the Subcontractor due to such breach in accordance with the terms of this Subcontract .
- 2.5 The Subcontractor will so execute, complete and maintain the Subcontract Work that no act or omission of the Subcontractor in relation thereto shall constitute, cause or contribute to any breach by the Design-Builder of any of the Design-Builder's obligations under the Design-Build Contract or of Project Co's obligations under the Project Agreement.
- 2.6 The Subcontractor hereby acknowledges that:
- .1 any breach by the Subcontractor of its obligations under this Subcontract (including its obligations under Article 1 or this Article 2) may result in the Design-Builder committing breaches of and becoming liable for damages, including liquidated damages in the amount of \$30,000.00 per day, under the Design-Build Contract, and under other subcontracts made by the Design-Builder and may occasion further loss or expense to the Design-Builder;
  - .2 all such Losses are hereby agreed to be within the contemplation of the parties as being probable results of any such breach by the Subcontractor; and
  - .3 the Subcontractor shall be liable to the Design-Builder for such Losses to the extent caused by the Subcontractor (and/or parties for whom the Subcontractor has engaged in respect of the Subcontract Work or is otherwise responsible).

- 2.7 Subject to Article 2.8, in the event that a circumstance should arise that has an impact on the cost of performance of the Subcontract Work or the time required to perform the Subcontract Work and, as a result of the occurrence of such circumstance, the Design-Builder receives additional payment from Project Co in respect of the Subcontract Work or is granted an extension of the time for performance of the Subcontract Work by Project Co, the Subcontractor shall be entitled to a like additional payment, exclusive of any amount attributable to the Design-Builder's fee for profit or overhead, and to a like extension of time for performance of the Subcontract Work.
- 2.8 Whenever the Design-Builder is required by the terms of the Design-Build Contract to give any return, account or notice, the Subcontractor will, in relation to the Subcontract Work, give a similar return, account or notice in writing in such form and within such period of time as will enable the Design-Builder to comply with the requirements of the Design-Build Contract. If by reason of any breach of this Article 2.8 the Design-Builder is prevented from recovering any sum from Project Co or from obtaining any extension of time in respect of the Subcontract Work, then, without prejudice to any other remedy the Design-Builder may have for such breach, the Subcontractor shall be disentitled from recovering a like sum or any portion thereof or obtaining a like extension of time or any portion thereof under this Subcontract.

### 3. INSURANCE AND BONDING

- 3.1 In respect of the Subcontract Work, the Subcontractor shall obtain and maintain at its own expense all such insurance as set out in the Special Conditions including liability, property damage, owned/non-owned vehicle and Subcontractor's equipment insurance satisfactory to the Design-Builder, and shall furnish certificates of such insurance to the Design-Builder.
- 3.2 Each insurance policy to be obtained and maintained by the Subcontractor shall:
- .1 be in form, on terms and with insurers satisfactory to the Design-Builder;
  - .2 for any liability insurance, name the Design-Builder as an additional insured, and shall contain provisions that the insurer shall have no right of subrogation against the Design-Builder, and when required by the Design-Build Contract, shall name the Owner, Project Co or other persons as additional insureds and contain waivers of subrogation against the Owner, Project Co and such other persons;
  - .3 contain a cross liability clause and a severability of interests clause;
  - .4 be primary insurance and not in excess to any similar coverage provided by insurance procured by or available to the Design-Builder, Project Co or the Owner unless this requirement is amended or waived by the Design-Builder in writing; and
  - .5 issued by insurers licensed to underwrite insurance in the jurisdiction of the place of the Work.
- 3.3 All amounts of insurance specified by this Subcontract to be procured by the Subcontractor, Owner, Project Co or Design-Builder are the minimum policy limits that shall be provided. The Subcontractor shall be solely responsible for determining whether the specified amounts of insurance are adequate and for placing any excess insurance and any additional insurance which it considers necessary to protect and indemnify itself. Notwithstanding any other provision of this Subcontract, it is hereby agreed that the limits of liability specified in this Subcontract for insurance policies, whether such policies are required to be procured by the Subcontractor, Owner, Project Co or the Design-Builder, shall in no way limit the Subcontractor's liability to the Design-Builder.
- 3.4 Where a loss occurs to the Subcontractor which is covered or would be covered in whole or part by the insurance required to be obtained and maintained by the Subcontractor, the Design-Builder shall not be liable to the Subcontractor for so much of such loss as is so covered or as would have been covered.
- 3.5 On projects where the Design-Builder, Project Co or the Owner carries builders' risk insurance, wrap-up insurance or other property or liability insurance, any deductible from the sums otherwise payable thereunder shall be borne by the party responsible for the loss, or if no responsible party can be determined, by the party receiving the direct benefit of such insurance.
- 3.6 Where the Subcontractor has provided a surety bond in connection with the Subcontract Work, the Subcontractor shall report to and obtain the written consent of the surety for all amendments to and increases in the Subcontract where the aggregate increase of the value of the Subcontract is greater than ten (10%) percent, and shall ensure continued bonding of the Subcontract, provided that no failure of the Subcontractor to fulfil such obligations shall invalidate the surety bond or affect the obligations of the surety under the surety bond. Where the Subcontractor has provided a labour and material payment bond in connection with the Subcontract

Work, the Subcontractor shall give prompt written notice to any potential beneficiary that such bond exists and be responsible to the Design-Builder to the extent of Losses that arise from the Subcontractor's failure to do so.

- 3.7 Prior to commencement of the Subcontract Work and upon the placement, renewal, or extension of all or any part of the insurance to be obtained and maintained by the Subcontractor hereunder, the Subcontractor shall promptly provide the Design-Builder with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements and all other related information as requested.
- 3.8 The Subcontractor shall provide the Design-Builder with a minimum thirty (30) days' advance written notice of cancellation, non-renewal or material change in coverage of any insurance policies obtained and maintained by the Subcontractor.

#### 4. SUBCONTRACTING AND ASSIGNMENT

- 4.1 The Subcontractor agrees not to subcontract all or any portion of the Subcontract Work except with the prior written consent of the Design-Builder (which will not be unreasonably withheld) and then only to sub-subcontractors or material suppliers acceptable to the Design-Builder (acting reasonably).
- 4.2 The Subcontractor shall not assign this Subcontract or any portion thereof except with the prior written consent of the Design-Builder.
- 4.3 The Design-Builder may assign this Subcontract or any portion hereof.

#### 5. CLEAN-UP AND DEBRIS

- 5.1 The Subcontractor shall be responsible for cleaning up during and immediately after its performance of the Subcontract Work, and shall leave areas "broom clean" daily. The Subcontractor shall at its own expense remove from the location of the Project all debris resulting from the carrying out of the Subcontract Work. The Subcontractor shall, upon request of the Design-Builder, remove excess debris from the work areas within four working hours. If the Subcontractor fails to so perform, the Design-Builder may perform or have this work performed at the Subcontractor's expense

#### 6. INDEMNIFICATION

- 6.1 The Subcontractor further specifically obligates itself to the Design-Builder in the following respects:

.1 To defend and indemnify the Design-Builder and its directors, officers, affiliates, employees and agents (collectively, the "**Design-Builder Indemnitees**") against and save them harmless from any and all claims, suits, proceedings or Losses incurred by the Design-Builder Indemnitees (or any of them) for or on account of:

- .1 any alleged or actual infringement or violation of any patent, copyright, or other intellectual or industrial property right arising in connection with this Subcontract and anything done hereunder;
- .2 damage to property, injuries to persons including death, and any negligent act or omission, wilful misconduct or other wrongful act or omission of the Subcontractor, or any of its directors, officers, agents, employees, servants, material suppliers, sub-subcontractors or assignees;
- .3 any breach by the Subcontractor of any of its obligations under this Subcontract; and
- .4 the operation of Article 2.6

- 6.2 All obligations by the Subcontractor pursuant to this Subcontract to defend, indemnify or save harmless the Design-Builder Indemnitees or any other person or entity shall:

- .1 survive the termination of this Subcontract for any reason and shall be without limitation to any other right or remedy that may be available to the Design-Builder; and
- .2 include the obligation to indemnify the Design-Builder Indemnitees or such other person or entity from and against all costs, expenses and fees, including agency fees and legal fees and disbursements on a solicitor and his or her own client basis. Any entity or person entitled to indemnification hereunder shall, at its or their option, have the right to undertake its or their own

defence at the expense of the Subcontractor and to recover from the Subcontractor all such costs, expenses and fees in relation thereto.

## 7. LAWS, PERMITS, WARRANTY, DEFECTS AND QUALITY CONTROL

7.1 The Subcontractor shall comply with the provisions of any applicable construction legislation (including builders', mechanics' or construction lien legislation) including any trust provisions thereof.

7.2 The Subcontractor shall obtain and pay for all permits, licences and official inspections made necessary by the Subcontract Work, and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof, including those in respect of environmental protection or enhancement.

7.3 The Subcontractor warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at its own expense, any non-compliance in carrying out the Subcontract Work including any defect or deficiency in materials or workmanship which may occur or develop, or may be properly condemned or ordered modified by the Consultant, the Design-Builder or any municipal or government inspector as the result of any work, goods or materials provided by the Subcontractor, together with detrimental direct or indirect effects of such defect or deficiency or of such making good.

7.4 The Subcontractor will examine all of the Subcontract Work and the work (of others) near to or necessary for the completion of the Subcontract Work, detect and notify the Design-Builder of all flaws or defects therein, and cooperate to make the two works come together and fit and function smoothly.

7.5 The Subcontractor shall:

.1 perform quality control covering all activities, products, and services related to the execution of the Subcontract Work so as to ensure:

.1 compliance of the Subcontract Work with the stated project performance requirements as well as compliance with the intent of such requirements; and

.2 that defects in the performance in the Subcontract Work, if any, are identified and remedied;

.2 ensure that its quality control program meets or exceeds the requirements of the Design-Builder's quality control program;

.3 present quality control documentation to the Design-Builder if requested, as a minimum, on a monthly basis with the Subcontractor's monthly progress estimate; and

.4 notify the Design-Builder immediately upon discovering evidence of a non-conformance quality event.

## 8. SHOP DRAWINGS, SAMPLES & OTHER DOCUMENTS

8.1 The term "**Shop Drawings**" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Subcontractor to illustrate details of a portion of the Subcontract Work.

8.2 The Subcontractor shall submit Shop Drawings to the Design-Builder for its review with reasonable promptness and in an orderly sequence so as to cause no delay in the Subcontract Work or in the work of others. Shop Drawings shall be submitted electronically as the Design-Builder may direct. At the time of submission the Subcontractor shall notify the Design-Builder, by notice in writing separate and apart from the Shop Drawings themselves, of any deviations in the Shop Drawings from the requirements of the Design-Build Contract. The Subcontractor shall be responsible for all on-site and field dimensioning confirmation as may be required to ensure the accuracy of the Subcontractor's Shop Drawings and to ensure the proper fitting of the Subcontract Work to the work of others. Review or approval of Shop Drawings submitted by the Subcontractor shall not relieve the Subcontractor of its responsibilities for those Shop Drawings.

8.3 The Subcontractor shall submit any samples required to be provided for approval to the Design-Builder with reasonable promptness and in an orderly sequence so as to cause no delay in the Subcontract Work or in the work of others.

8.4 The Subcontractor agrees to provide the Design-Builder with such information as the Design-Builder may demand from time to time to evaluate the progress and coordination of the Subcontract Work or to prepare and revise construction and coordination schedules.

8.5 "By Others" or similar comments on Shop Drawings will not be recognized unless they specifically concur with the specifications.

8.6 The Subcontractor shall maintain accurate and complete Subcontract documents (including all Shop Drawings, as-built drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates and other similar documents) at all times during the performance of the Subcontract Work at the location of the Project or at such other location approved by the Design-Builder in writing, shall make all such documents available to the Design-Builder at all such times and shall deliver to the Design-Builder all such documents as and when required by the Design-Builder and in any event no later than the Subcontractor's final progress claim or two weeks before the Consultant's final inspection, whichever is the earlier.

8.7 The Subcontractor shall provide maintenance manuals, as-built drawings and spare parts in an approved form prior to completion of the Subcontract Work or as required in the Design Build Contract. The Subcontractor agrees that this requirement is equal to the greater of five (5) percent of the Subcontract Price and \$5,000, to a maximum of \$100,000.

## 9. CHANGES

9.1 The Design-Builder shall have the right, without invalidating this Subcontract, to order any change to the Subcontract Work, including changes by way of addition to the Subcontract Work or deletion of portions of the Subcontract Work, and in each such case shall do so in writing.

9.2 When a change to the Subcontract Work is proposed, the Design-Builder shall provide notice in writing to the Subcontractor describing the proposed change to the Subcontract Work. The Subcontractor shall propose, in a form and in detail acceptable to the Design-Builder and within such time as may be prescribed by the Design-Builder, a method of adjustment or an amount of adjustment to the Subcontract Price, if any, and the adjustment to the Subcontract schedule, if any, for the proposed change to the Subcontract Work.

9.3 When the Design-Builder and the Subcontractor agree to the adjustments to the Subcontract Price and the Subcontract schedule or the method to be used to determine such adjustments, such agreement shall be recorded in a Subcontract Revision, signed by the Design-Builder and the Subcontractor (a "**Subcontract Revision**").

9.4 If the Design-Builder requires the Subcontractor to proceed with a change to the Subcontract Work prior to the Design-Builder and the Subcontractor agreeing upon the adjustments to the Subcontract Price and the Subcontract schedule, the Design-Builder shall issue a written authorization (a "**Design-Builder Directive**") to the Subcontractor authorizing such change, and the Subcontractor shall proceed promptly with the performance of the change to the Subcontract Work. If the parties are unable to agree on the amount of any adjustments to the Subcontract Price or the Subcontract schedule, the same shall be determined in accordance with the provisions of the Design-Build Contract dealing with changes to the Subcontract Work (and, for the purposes of determining such adjustment in accordance with the provisions of the Design Build Contract, such change shall be treated as a change initiated by Project Co as if the Design-Builder were Project Co and as if the Subcontractor were the Design-Builder) but such adjustments shall exclude any fee or overhead to which the Design-Builder is entitled in respect of changes to the Subcontract Work. In the event that the Design-Build Contract prescribes limitations on adjustments to schedule or to payments to be made to the Design-Builder in respect of changes to the work being performed by subcontractors, such limitations shall apply to adjustments to schedule and to payments to the Subcontractor in respect of changes to the Subcontract Work.

9.5 The Subcontractor shall not undertake any changes to the Subcontract Work without a written Subcontract Revision or Design-Builder Directive and the Design-Builder shall not be liable to the Subcontractor in any way for any work carried out by the Subcontractor in respect of changes to the Subcontract Work where such work was carried out without a written Subcontract Revision or Design-Builder Directive. All Subcontract Revisions and Design-Builder Directives will be considered incorporated into this Subcontract and governed by its terms.

9.6 In the event of a dispute as to whether a written instruction by the Design-Builder to the Subcontractor constitutes a change to the Subcontract Work, the Subcontractor shall act in accordance with the Design-Builder's instructions. If it is subsequently determined that the instructions constituted a change to the Subcontract Work, the Subcontract Price shall be adjusted and the Subcontract schedule shall be adjusted in respect of such instruction in accordance with this Article 9 provided however that no such instructions shall constitute a change to the Subcontract Work unless the Subcontractor has provided the Design-Builder with:

.1 notice in writing that it believes that such instructions constitute a change in the Subcontract Work by the earlier of:

.1 five (5) days from the date the Subcontractor received the written instruction from the Design-Builder; or

.2 the day that is two (2) Working Days immediately preceding the day that the Design-Builder must provide a similar notice to Project Co under the Design Build Contract in respect of such instructions; and

.2 a further notice in writing to the Design-Builder detailing why the Subcontractor believes that such instructions constitute a change in the Subcontract Work, the value of such change, and any schedule impacts associated with such change by the earlier of:

.1 ten (10) days from the date the Subcontractor received the written instruction from the Design-Builder;

.2 the day that is two (2) Working Days immediately preceding the day that the Design-Builder must provide a similar notice to Project Co under the Design Build Contract in respect of such instructions.

## 10. CLAIMS

10.1 For the purposes of this Article 10 and Article 20,

.1 "Subcontractor **Claim**" means any claim or allegation of the Subcontractor against the Design-Builder relating to this Subcontract wherein the Subcontractor is seeking to obtain:

.1 an entitlement alleged to be owing under the Subcontract (including in respect to a Subcontract Revision or for a change to the Subcontract Price or to the schedule);

.2 a clarification of a matter in question (including a clarification as to Subcontract Work scope); or

10.2 If the Subcontractor intends to make a Subcontractor Claim, it shall provide the Design-Builder with

.1 a notice in writing (a "**Notice of Subcontractor Claim**") which specifies the occurrence or event giving rise to such Subcontractor Claim no later than the earlier of:

.1 five (5) Working Days from the day of first becoming aware of the occurrence or event; or

.2 the day that is two (2) Working Days immediately preceding the day that the Design-Builder must provide a similar notice to Project Co under the Design Build Contract in respect of such event giving rise to the Subcontractor Claim; and

.2 a further notice in writing (a "**Notice of Subcontractor Claim Support**") which provides full details of the Subcontractor Claim, including complete facts and details supporting the basis upon which the Subcontractor believes that it is entitled to compensation or schedule relief, the method of valuation, the relevant sections of the Subcontract and the Design-Build Contract, if applicable, that support the Subcontractor Claim and any other relevant matters, by no later than the earlier of:

.1 Fifteen (15) Working Days after the date of the Notice of Subcontractor Claim; or

.2 the day that is two (2) Working Days immediately preceding the day that the Design-Builder must provide a similar notice to Project Co under the Design Build Contract in respect of such event giving rise to the Subcontractor Claim.

10.3 The Design-Builder shall, within 15 Working Days from the date of receipt from the Subcontractor of the Notice of Subcontractor Claim Support, provide the Subcontractor with the Design-Builder's response. If the Design-Builder fails to accept the Subcontractor Claim (or any aspect of it), or fails to provide its response within the time specified above, then the Subcontractor shall be entitled to proceed under Article 20 by issuing to the Design-Builder a written notice to resolve the Subcontractor Claim pursuant to Article 20 (a "**Resolution Notice**") and delivering such Resolution Notice no later than the day that is thirty (30) Working Days after the date that the Subcontractor provided the Design-Builder with the Notice of Subcontractor Claim Support.

10.4 The Subcontractor acknowledges that the requirement to provide all of the Notices described in Article 10.2.1 and 10.2.2 in strict accordance with the time requirements provided therein are mandatory pre-conditions to the Subcontractor's entitlement to any compensation or relief sought, and the Subcontractor agrees to waive in favour of the Design-Builder any Subcontractor Claim if the Subcontractor has failed to satisfy such pre-conditions.

10.5 The Subcontractor shall mitigate the consequences of the occurrence or event giving rise to a Claim or possible Claim upon the performance of the Subcontract Work.

10.6 Should any Subcontractor Claim arise that is the proper subject of an equivalent claim by the Design-Builder to Project Co pursuant to the Design-Build Contract or between Design-Builder and Service Provider under the Facility Coordination Agreement, such Subcontractor Claim (and any resultant dispute, if applicable) shall, at the election of the Design-Builder, be addressed in the same manner and at the same time as the claim (and any resultant dispute) is to be addressed as between Project Co and the Design-Builder or between Service Provider and the Design-Builder, as applicable.

10.7 Similarly, should any Subcontractor Claim arise that is the same claim or a related claim in respect of the Project by another subcontractor or subcontractors, the Subcontractor Claim (and any resultant dispute, if applicable) shall, at the election of the Design-Builder, be addressed in the same manner and at the same time as the claim (and any resultant dispute) is to be addressed as between the other subcontractor(s) and the Design-Builder.

## 11. EMPLOYMENT, PERSONNEL AND COLLECTIVE AGREEMENTS

11.1 The Subcontractor agrees to comply with all applicable municipal, provincial, territorial and federal employment and labour laws.

11.2 The Subcontractor shall provide a sufficient number of personnel to enable timely and proper execution and completion of the Subcontract Work. All such personnel shall be competent and qualified by education, training and experience and in all other respects capable of carrying out the tasks to which each is assigned. At the Design-Builder's request, the Subcontractor shall reassign, replace or remove personnel who, in the Design-Builder's reasonable discretion, do not meet the above requirements, or become intoxicated, intemperate, disorderly, incompetent, or negligent, or who have committed a violation of the Design-Builder's regulations, policies or procedures including those related to safety, environment, and security. Such requests by the Design-Builder shall not limit in any way the Subcontractor's responsibilities and obligations, pursuant to the Contract Documents or in tort, for any costs or damages that may arise as a result of the actions of the Subcontractor's personnel.

11.3 The Subcontractor shall comply with those provisions of the Design-Builder's collective agreements relating to the Subcontract Work. Should the Design-Builder be found liable for any breach of the Design-Builder's relevant collective agreements as a result of the Subcontractor's actions, the Subcontractor agrees to defend and indemnify the Design-Builder in respect of any damages, costs and expenses incurred by the Design-Builder by reason of the failure by the Subcontractor to comply with those collective agreements or its failure to meet the subcontracting or jurisdiction provisions of those collective agreements.

## 12. LIENS AND RIGHTS OF SET OFF

12.1 The Subcontractor shall not permit any lien to be filed in respect to the Subcontract Work except the Subcontractor may file a lien for amounts owing to the Subcontractor under this Subcontract which are not paid when due. The Subcontractor shall pay for all materials furnished and work and labour performed under this Subcontract and all taxes, imposts, levies, assessments, premiums, fees or union dues relating thereto directly or indirectly when such payments are due, and shall satisfy the Design-Builder thereupon whenever demand is made.

12.2 The Design-Builder, acting reasonably, may withhold payments from the Subcontractor to such extent as may be considered necessary by the Design-Builder to protect the Design-Builder from loss on account of:

- .1 defective work or materials not remedied;
- .2 the failure of the Subcontractor to make payments for material, labour or otherwise under this Subcontract;
- .3 the failure of the Subcontractor to perform any of its obligations hereunder; or
- .4 claims asserted by Project Co, the Service Provider, the Owner or any third party in respect of acts or omissions of the Subcontractor,

(each a "**Design-Builder Claim**"). The Subcontractor hereby authorizes the Design-Builder to pay any or all of the Subcontractor's unpaid obligations, whether or not such unpaid obligations have been disclosed by the Subcontractor to the Design-Builder, and to reduce the amount owing to the Subcontractor by the amount or amounts so paid, plus a reasonable allowance for the Design-Builder's overhead and administration. The amount of any obligations in dispute, plus a reasonable allowance for the Design-Builder's overhead and administration, may be retained by the Design-Builder pending determination of the dispute. The Design-Builder may issue a notice



of dispute to the Subcontractor ("**Design-Builder Dispute**") with respect to a Design-Builder Claim, including with respect to any amounts claimed against the Subcontractor which are not otherwise set off.

12.3 The Subcontractor hereby acknowledges and agrees that the Design-Builder may set-off against any obligation of the Design-Builder to the Subcontractor, and that the Design-Builder's obligation to pay the Subcontractor shall be reduced by, any claim of any nature or kind by the Design-Builder against the Subcontractor or any subsidiary or affiliate of the Subcontractor, whenever arising, whether liquidated or unliquidated, whether or not arising from or related to this Subcontract, as allowed by law, and including any claim against the Subcontractor by any other person which has been assigned at any time to the Design-Builder. Any right which the Subcontractor may have to assign rights under this Subcontract shall be subject to the Design-Builder's right of set-off as aforesaid and any rights acquired by any assignee shall be subject to the Design-Builder's right of set-off as aforesaid, whether the claim or claims of the Design-Builder against the Subcontractor arise before, upon or after the assignment to the assignee, or before, upon or after the Design-Builder is notified of such assignment.

12.4 Without limiting the generality of the foregoing or any other right or remedy of the Design-Builder, if a builders', mechanics' or construction lien in respect of the Subcontract Work is registered by a sub-subcontractor, employee, or supplier (or any other entity engaged by or through the Subcontractor) of the Subcontractor and such registration is not released, vacated or discharged by the Subcontractor at least ten (10) days prior to the date that the Design-Builder is required to discharge such a lien under the provisions of the Design-Build Contract or, if the Design-Build Contract does not specify such a date, within ten (10) days after notice by the Design-Builder to the Subcontractor to discharge such lien, then the Design-Builder may settle and pay the claim for such lien or make such court applications and make such payments into court as the Design-Builder deems necessary, in its sole and absolute discretion, to release, vacate or discharge such lien. All amounts paid by the Design-Builder to release, vacate or discharge such lien or otherwise incurred by the Design-Builder arising from the registration of such lien, including legal costs on a solicitor and his or her own client basis, shall be paid by the Subcontractor to the Design-Builder on demand and the Design-Builder may deduct all such amounts from payments otherwise due to the Subcontractor.

### 13. MATERIALS, SUPPLIES AND EQUIPMENT

13.1 The Subcontractor shall store all construction materials to be supplied for the Subcontract Work ("Materials"), whether such Materials are supplied by the Subcontractor, or by the Design-Builder or Owner to the Subcontractor, until such Materials have been incorporated into the Subcontract Work. Such Materials shall be stored so as to:

- .1 ensure the preservation of their cleanliness, quality and fitness for the Subcontract Work;
- .2 be protected from vandalism and theft; and
- .3 be protected from moisture and other conditions promoting the growth of mould or the propagation of corrosion, rust or any other damage or deterioration.

Such Materials shall be located so as to facilitate prompt inspection by the Design-Builder, Project Co or the Owner. The Subcontractor shall be responsible to ensure that any Materials transported to the location of the Project by or for it shall be protected from moisture and kept clean during transportation and handling. Any unclean materials shall be cleaned or replaced to the Design-Builder's satisfaction. Any Materials that have become moist shall be immediately dried to ensure that no mould, corrosion, rust or any other damage or deterioration will result from such moisture, to the satisfaction of the Design-Builder. Wet Materials or Materials that have not been dried in a timely way or to the satisfaction of the Design-Builder shall be removed from the location of the Project and replaced with Materials satisfactory to the Design-Builder. The Subcontractor shall notify the Design-Builder prior to the incorporation of any moist materials in the Subcontract Work, or before using any water in any of its construction methods. The Subcontractor shall immediately notify the Design-Builder of any leaks or spills of which it becomes aware. The Subcontractor shall undertake all of the foregoing requirements at its own cost and shall be responsible for the cost of any rework or replacement required due to improper material storage or installation. The Subcontractor shall ensure that these provisions are incorporated into all of its subcontracts or purchase orders on this Project.

13.2. If the Design-Builder, accepts delivery on behalf of the Subcontractor of any of the Subcontractor's Materials, supplies or equipment, whether or not the Subcontractor is then absent from the location of the Project, the Design-Builder, will not be liable for any deficiency or defect in quantity, quality, or content of what was delivered, nor shall the Design-Builder, be deemed to have accepted such Materials, supplies or equipment. The Design-Builder, shall not be responsible for storage of any such Materials, supplies or equipment.

13.3 Without limitation to the rights of the Design-Builder pursuant to Article 7, 13.1.2, 13.2 or 13.4 of this Subcontract, title to Materials supplied under this Subcontract shall pass to the Design-Builder on the earliest of (i) the date required pursuant to the Design-Build Contract for the passage of title to Project Co or the Owner, (ii) the date of delivery of such Materials to the location of the Project or to such other location as may be directed by the Design-Builder, or (iii) the date of payment by the Design-Builder to the Subcontractor for such Materials. The Subcontractor agrees to execute such documents as the Design-Builder may reasonably require to evidence the transfer of such title.

13.4 Whether or not title has passed to the Design-Builder, Project Co or the Owner, all risk of loss of or damage to the Subcontract Work not fully or finally accepted by Project Co or the Owner, or to Materials, supplies, equipment or scaffolds, shall rest solely on the Subcontractor, including loss or damage due to vandalism or theft unless, and only to the extent that, such loss or damage is covered by insurance obtained by the Design-Builder or the Owner that is primary to any insurance obtained or required to be obtained by the Subcontractor.

#### 14. EVENTS OF DEFAULT

14.1 For the purposes of this Article 14, an Event of Default will occur if any of the following events should occur:

- .1 the Subcontractor is insolvent, or is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or commences any proceedings under the Companies' Creditors Arrangement Act or the Bankruptcy and Insolvency Act or any similar legislation in any jurisdiction, or a receiver is appointed in respect of the Subcontractor; or
- .2 the Subcontractor fails to comply with any of the requirements of this Subcontract or fails to prosecute the Subcontract Work with promptness and diligence, or delays the progress of the Design-Builder and the Subcontractor fails to cure such default within the Cure Period.

14.2 "Cure Period" in respect of a default described in Article 14.1.2 means the lesser of:

- .1 70% of the cure period prescribed in the Design-Build Contract in respect of such default, if such default gives rise to a default by the Design-Builder under the Design-Build Contract; or
- .2 three (3) Working Days immediately following notice of such default from the Design-Builder, provided that if:
  - .1 the default is capable of being corrected, but is not capable of being corrected within three (3) Working Days;
  - .2 the Subcontractor commences the correction of the default within three (3) Working Days after receipt of the Design-Builder's notice; and
  - .3 the Subcontractor provides the Design-Builder within such period of three (3) Working Days with a schedule acceptable to the Design-Builder for such correction and the Subcontractor diligently works to correct the default in accordance with such schedule, such cure period shall be extended to the time prescribed in such schedule.

14.3 Upon the occurrence of an Event of Default, the Design-Builder may, at its option, and without prejudice to any other right or remedy the Design-Builder may have:

- .1 cure such default at the expense of the Subcontractor, including a reasonable allowance for the Design-Builder's overhead and administration;
- .2 suspend this Subcontract;
- .3 terminate this Subcontract;
- .4 take possession of all materials, supplies, products, tools, machinery and equipment of the Subcontractor at the location of the Project;
- .5 do or pay anything the Subcontractor has failed to do or pay either by the Design-Builder itself or by employing others for the purpose; or
- .6 any two or more of the foregoing.

In any of these cases the Design-Builder may charge all costs, expenses and losses incurred by it including all fees, including agency fees and legal fees on a solicitor and his or her own client basis, to the Subcontractor who covenants forthwith to reimburse the Design-Builder therefor.

14.4 If the Design-Builder fails to pay to the Subcontractor any undisputed amounts owing to the Subcontractor under this Subcontract when due and the Design-Builder fails to rectify such default within thirty (30) days following its receipt of written notice of such default from the Subcontractor, the Subcontractor shall have the right to suspend its performance of the Subcontract Work until such default has been rectified. If the Subcontractor suspends the Subcontract Work in accordance with this Article 14.4, the Subcontractor shall recommence all suspended Subcontract Work within five (5) days of the paying to the Subcontractor of such outstanding undisputed amounts owing to the Subcontractor.

## **15. RIGHT TO TERMINATE / SUSPEND**

15.1 The Design-Builder shall have the right at any time by written notice to the Subcontractor to terminate or suspend this Subcontract.

15.2 If this Subcontract is suspended by the Design-Builder for reasons other than the default of the Subcontractor or any other event referred to in Article 14, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Price and the schedule for performance of the Subcontract Work in respect of such suspension provided that the Subcontractor has taken all reasonable steps to mitigate the cost and schedule impacts arising from the suspension.

15.3 Notwithstanding the foregoing, if such suspension is as a result of suspension of the Work or the Subcontract Work under the Design-Build Contract, other than as a result of default of the Design-Builder not caused or contributed to by the Subcontractor, the Design-Builder's obligation to make an equitable adjustment of the Subcontract Price and the schedule for performance of the Subcontract Work shall be conditional upon the Design-Builder being in receipt of funds and being granted an extension of time for the same pursuant to the terms of the Design-Build Contract, the Design-Builder having taken all commercially reasonable steps to obtain such compensation and extension.

15.4 If this Subcontract is terminated for reasons other than the default of the Subcontractor or any other event referred to in Article 14, the Subcontractor shall be entitled to be paid for all Subcontract Work properly performed to the date of termination, as provided in the payment provisions of this Subcontract, for loss sustained with respect to sub-subcontracts and supply contracts and such other damage as the Subcontractor may reasonably have sustained as a result of termination of this Subcontract provided that:

- .1 the Subcontractor has taken all reasonable steps to mitigate such loss or damages; and
- .2 the Design-Builder may require the Subcontractor to assign to the Design-Builder any agreements that the Subcontractor has with sub-subcontractors and suppliers in respect of the Subcontract Work.

Notwithstanding anything to the contrary, in no circumstance (including in the event of termination) shall the Design-Builder be liable to the Subcontractor for any consequential, indirect or special damages, or for any loss of actual or anticipated profit, revenue or commercial opportunity, that arises from, or is related to, this Subcontract

15.5 Any payments owing to the Subcontractor under this Article 15 shall be made in accordance with Article E: PAYMENT of this Subcontract.

## **16. INVOICING PROCEDURE**

16.1 No later than the twenty-fifth (25th) day of the month in which materials were supplied or work performed, the Subcontractor shall submit:

- .1 an invoice in an electronic format acceptable to the Design-Builder through the Oracle Textura Payment Management system ("Textura");
- .2 supporting documents required by the Design-Builder as set out in Article 16.2 to the project manager for the Project, or other designate as applicable, in a format acceptable to the Design-Builder; and
- .3 any other documents as identified in the Special Conditions.

16.2 Subcontractor shall submit the following supporting documents:

.1 To be submitted with the first invoice or prior to mobilization at the location of the Project, whichever occurs first:

- .1 Executed Project Health Safety and Environment (HSE) Plan Acknowledgement;
- .2 Subcontractor HSE plan or safe work practices/procedures as applicable to the Subcontract Work;
- .3 A document from the workers' compensation board of the location of the Project evidencing the Subcontractor's account is in good standing;
- .4 Certificates of insurance; and
- .5 If the Subcontractor is a non-resident of the location of the Project, evidence of registration with the applicable sales tax department.

.2 To be submitted with each subsequent invoice, each holdback invoice and the final invoice:

- .1 a Statutory Declaration or a Statement of Progress Payment Distribution stating that all obligations incurred by the Subcontractor in the performance of this Subcontract up to the end of the previous invoice have been paid, or stating particulars of any obligations remaining unpaid; and
- .2 a document from the workers' compensation board of the location of the Project evidencing the Subcontractor's account is in good standing.

.3 To be submitted with each holdback invoice:

- .1 current certificates of insurance.

16.3 No later than the five (5) Working Days after the end of any month in which materials were supplied or work performed, the Subcontractor shall submit to the project manager, or other designate as applicable, in a format acceptable to the Design-Builder:

- .1 the Monthly Safety Submittals as set out in the Project Specific HSE Plan; and
- .2 any other documents as identified in the Special Conditions

16.4 In the event an invoice, back up to an invoice or supporting documents with respect to an invoice as set out in Article 16.1 are received later than the twenty-fifth (25th) day of the month in which materials were supplied or work performed, the Design-Builder may choose, in its reasonable discretion and without obligation, not to include the value of the materials supplied or work performed by the Subcontractor in the Design-Builder's invoice to Project Co, notwithstanding anything contained elsewhere in this Subcontract.

16.5 The Subcontractor shall not be entitled to payment for materials supplied or work performed under this Subcontract until the Design-Builder receives, as a condition of payment, the required documentation specified in Article 16.1, 16.2 or 16.3 including, without limitation, the invoice referred to in Article 16.1.1. No monies shall be payable to the Subcontractor under this Subcontract until the required documentation is submitted to the Design-Builder, whether or not monies have been received from Project Co in respect of the materials supplied or work performed by the Subcontractor.

16.6 The Subcontractor is responsible for all fees and costs associated with the use of Textura as set out in the Special Conditions to the Subcontract. The Subcontractor agrees to enter into an agreement with Textura with respect to the payment of fees for the use of Textura and to pay such fees directly to Textura.

## 17. NO WAIVER

17.1 Each of payment by the Design-Builder to the Subcontractor, approval of progress payments by the Design-Builder, failure by the Design-Builder to complain against or to sue the Subcontractor, inspection or testing of any of the Subcontract Work by the Design-Builder, the Consultant, Project Co or the Owner, the issuance of any certificate for payment by Project Co, the Consultant or the Owner, or the delivery of a notice of non-payment, shall not be deemed to be a waiver by the Design-Builder of any of its rights against the Subcontractor including the right of the Design-Builder to either withhold payments from the Subcontractor or set-off against any

obligation of the Design-Builder to the Subcontractor in accordance with this Subcontract unless there is an express agreement in writing to that effect.

17.2 Whenever it may be useful or necessary, the Design-Builder, Project Co or the Owner shall be permitted to occupy and use any portion of the Subcontract Work that has been either partially or fully completed by the Subcontractor, but such occupation or use shall not be deemed to be a waiver by the Design-Builder of any of its rights against the Subcontractor unless there is an express agreement in writing to that effect. The Subcontractor shall not be responsible for any damage caused by the Design-Builder or the Owner during such occupation.

## 18. UNITED NATIONS CONVENTION ON CONTRACTS

18.1 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subcontract.

## 19. CONFIDENTIAL INFORMATION

19.1 In this Article 19, “**Confidential Information**” means all information, documentation or records of one party that are disclosed to the other that are marked “Confidential” at the time of disclosure or that would be considered by a prudent and reasonable businessperson to be confidential or proprietary in nature and includes all analyses, compilations, studies or other documents that contain or are derived from the foregoing information, documentation or records.

19.2 Each party (the “**Recipient**”) will hold in confidence any Confidential Information disclosed to it by the other party (the “**Disclosing Party**”), to be used only for the purpose for which such Confidential Information was disclosed. Such obligation shall not apply to any information, documentation or records:

- .1 which the Disclosing Party confirms in writing is not required to be treated as Confidential Information;
- .2 which is in or becomes a part of the public domain otherwise than through disclosure prohibited by this Article 19;
- .3 to the extent either party is required to disclose such Confidential Information by applicable law;
- .4 to the extent such information, documentation or records were lawfully in the possession of the Recipient prior to its disclosure by the Disclosing Party; or
- .5 to the extent such information, documentation or records are received by the Recipient on a non-confidential basis from a third party, provided that to the best of the Recipient’s knowledge, such third party was not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient.

19.3 The obligations of the Subcontractor pursuant to this Article 19 are in addition to any confidentiality obligations under the Design-Build Contract that are incorporated into this Subcontract pursuant to Article 2.

19.4 All obligations of the Subcontractor and the Design-Builder pursuant to this Article 19 shall survive termination of this Subcontract for any reason.

## 20. DISPUTE RESOLUTION

### 20.1 Subcontractor Dispute:

- .1 In the event that pursuant to Article 10.3, the Subcontractor has provided the Design-Builder with a Resolution Notice, the parties shall attempt to resolve a Subcontractor Claim by negotiation between the designated representatives of the Subcontractor and Design-Builder.
- .2 The Design-Builder and the Subcontractor each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Project.
- .3 If a Subcontractor Claim cannot be resolved by the parties’ designated representatives for the Project within a period of twenty (20) Working Days, either party shall be at liberty to provide written notice of its desire to elevate the negotiation to representatives from executive management from each of the Design-Builder and the Subcontractor who shall attempt to resolve the matter through additional good faith negotiations.

.4 If resolution of the Subcontractor Claim is not achieved by executive management within thirty (30) Working Days, the Subcontractor Claim shall be considered by the parties to constitute a dispute and the Subcontractor shall be entitled to provide the Design-Builder with a notice of dispute.

.5 If the Subcontractor provides a written notice of dispute to the Design-Builder in respect of a Subcontractor Claim within sixty (60) Working Days after delivery of the Resolution Notice (a “**Subcontractor Dispute**”), the Subcontractor Dispute shall be processed in accordance with Article 20.4; if the Subcontractor does not provide a written notice of dispute within such period of sixty (60) Working Days, the Subcontractor unconditionally waives in favour of the Design-Builder such Subcontractor Claim.

## 20.2 Design-Builder Dispute

.1 If the Design-Builder provides a written notice of dispute to the subcontractor in respect of a Design-Builder Claim (a “**Design-Builder Dispute**”), the Design-Builder Dispute shall be processed in accordance with Article 20.4.

20.3 Notwithstanding the existence of a Subcontractor Claim, Design-Builder Claim, Subcontractor Dispute or Design-Builder Dispute, the Subcontractor shall continue to diligently perform the Subcontract Work in accordance with the directions of the Design-Builder. Provided the Subcontractor has provided all applicable notices to the Design-Builder with respect to a Subcontractor Claim or Subcontractor Dispute, the Subcontractor’s continued performance of the Subcontract Work shall not prejudice any right of the Subcontractor to contest, dispute or challenge the relevant matter in accordance with the provisions of this Subcontract. Should any Subcontractor Dispute or Design-Builder Dispute (collectively referred to as a “**Dispute**”) arise that is related to a dispute between the Design-Builder and, Project Co, the Service Provider, the Owner, the Consultant, another subcontractor(s) or any third party(ies), such Dispute shall, at the election of the Design-Builder, be disposed of in the same manner, by the same mediator, arbitrator or arbitration panel, or the same court, at the same time, and in the same proceeding as the dispute is to be disposed of as between the Design-Builder and Project co, the Service Provider, the Owner, the Consultant, another subcontractor(s) or any third party(ies).

20.4 Subject to Article 20.3, in respect to a Dispute, either party may by written notice to the other party refer the Subcontract Dispute to mediation. Thereafter, the parties shall, within ten (10) Working Days of such notice, jointly appoint a mediator (the “**Project Mediator**”). If the parties fail to jointly appoint a Project Mediator within such ten (10) Working Day period, either party may request a neutral appointing authority operating in the province of the Project or, if applicable, a judge of the superior court of the jurisdiction of the Project, to appoint the Project Mediator and the Project Mediator so appointed shall be deemed acceptable to the parties and appointed by them.

20.5 If a Project Mediator is appointed, the parties shall submit their position regarding the Dispute in writing to the Project Mediator and shall afford to the Project Mediator access to all records, documents and information the Project Mediator may request. The parties shall meet with the Project Mediator at such reasonable times that the Project Mediator may request and shall, through the intervention of the Project Mediator, negotiate in good faith to resolve the Dispute. All proceedings involving a Project Mediator are agreed to be without prejudice and the cost of the Project Mediator shall be shared equally between the parties.

20.6 If a Dispute has not been resolved within six months after the appointment of a Project Mediator, either party may by notice to the other party withdraw from the mediation process.

20.7 Any Dispute that has not been resolved through or as a result of a mediation shall be referred to and finally resolved by arbitration conducted by a single arbitrator in accordance with the applicable commercial arbitration statute in force in the jurisdiction of the Project, unless the parties mutually agree otherwise in writing. The award rendered by the arbitrator shall be final subject only to appeal on issues of law, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to reasonable solicitor’s fees and costs, and the arbitrator shall have the power to make such an award.

## 21. SAFETY

21.1 Employers on a construction project are responsible for the health and safety of their workers as regulated by provincial, territorial and federal acts and regulations. Prior to the commencement of the Subcontract Work, the Subcontractor shall familiarize itself with and at all times during the progress of the Subcontract Work shall fully comply with the Design-Builder’s HSE related policies, the Design-Builder’s Project HSE Plan, the applicable provincial workplace safety legislation and all other laws, regulations and codes concerning health, safety or the environment as they may be revised or amended from time to time. The Subcontractor shall, if so required, furnish to the Design-Builder satisfactory evidence that the terms of this Article are being complied with.

21.2 The Subcontractor shall be responsible for the administration, implementation, monitoring, supervision, and enforcement of its own environment, health, and safety programs as well as those of its own subcontractors throughout the progress of the Subcontract Work. The Subcontractor shall actively promote safe working performance on the part of the workers of its own subcontractors in the same manner as to its own employees and is responsible to ensure that its own subcontracted workers are included in all activities carried out in respect of the Subcontractor's safety obligations set out in Article 21.1.

21.3 The Subcontractor will designate on-site supervisory personnel to ensure adherence by all of its workers and its own subcontractors to the Project HSE Plan as well as its own safety programs. The supervisory personnel shall participate in such activities as safety meetings, safety inspections, and safety incentive programs operated by the Design-Builder, and conduct its own safety programs best suited to its particular needs provided its own safety program meets or exceeds the expectations as identified in the Project HSE Plan.

21.4 The Subcontractor's Project supervisor or its representative shall give a current address and telephone number to the Design-Builder's Project superintendent so that the Project supervisor may be contacted after hours in case of emergency involving hazard, loss, or damage to the Subcontract Work or equipment.

21.5 The Subcontractor shall immediately report all unsafe or dangerous conditions to the Design-Builder's Project Superintendent.

21.6 The Subcontractor shall comply with all paperwork and reporting requirements as detailed in the Project HSE Plan. Payment of the Subcontractor's monthly progress claims may be contingent on the submission of all such documents to the Design-Builder. Records and proof of training for all employees and subcontractors must be produced upon request from the Design-Builder.

## **22. CODE OF CONDUCT AND ANTI-BRIBERY**

22.1 The Design-Builder has adopted and maintains a compliance program including a code of conduct and other applicable policies and procedures. The Design-Builder expects the Subcontractor to conduct its business in an ethical manner consistent with the principles set out in the Design-Builder's code of conduct.

22.2 The Subcontractor certifies, represents, warrants and undertakes to the Design-Builder that:

.1 it has not offered, promised, given or agreed to give and shall not during the term of this Subcontract or the conduct of the Subcontract Work offer, promise, give or agree to give to any person any bribe on behalf of the Design-Builder or Owner or otherwise with the object of obtaining a business advantage for the Design-Builder or Owner or otherwise;

.2 it will not engage in any activity or practice which would constitute an offence under any applicable anti-corruption laws including, the Foreign Corrupt Practices Act of 1977 (United States of America), the Bribery Act 2010 (United Kingdom) and Corruption of Foreign Public Officials Act (Canada);

.3 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Subcontract;

.4 from time to time during the term of this Subcontract or the conduct of the Subcontract Work, whichever period may be longer, at the reasonable request of the Design-Builder or the Owner, it will confirm in writing that it has complied with its undertakings under this Article 22 and will provide any information reasonably requested by the Design-Builder or the Owner, as applicable, in support of such compliance;

.5 it will report to the Design-Builder as soon as practicable any request or demand for any undue financial or other advantage of any kind received by the Subcontractor from the Owner, the Design-Builder, each of the foregoing's respective employees, officers, directors or agents, all persons for whom any of the foregoing are legally responsible, or any other person in connection with the performance of this Subcontract; and

.6 it shall notify the Design-Builder as soon as practicable of any breach of any of the undertakings contained in this Article 22 of which the Subcontractor becomes aware.

**Schedule "A"****SUBCONTRACT WORK**

**Supply all labour, materials, tools, equipment, temporary facilities, and supervision to complete the concrete form, place and finish scope as per Appendices A through G.**



**Schedule "B"****SUBCONTRACT PRICE****Cost Breakdown**

Cost Code	Description	Amount
20030050-S	Form, Place and Finish Concrete	\$65,317,600.00
20030050-S	Credit for B-Weekly Payments	(\$225,000.00)
20030050-S	50% Payment Bond	\$422,857.00
20030050-S	50% Performance Bond	\$1,057,143.00
		<b>\$66,572,600.00</b>

**(MANDATORY IN BRITISH COLUMBIA)**

Notwithstanding any other provision of this Subcontract, the Subcontractor acknowledges and agrees as follows:

- (i) Materials, equipment, or assemblies supplied by the Contractor or others, and to be installed as part of the Subcontract Work, may or may not bear union labels;
- (ii) union and non-union contractors and subcontractors may be working on Site concurrently and the Subcontractor's workers may have to perform work together or in conjunction with the workers of these other contractors and subcontractors;
- (iii) there will be no work stoppages, work slowdowns, or any other form of withdrawal of labour or disruptions of labour by the Subcontractor's workers, or by the workers of other subcontractors on the Site as a result of the union affiliations or activities of the Subcontractor or the Subcontractor's workers, while the Subcontractor is engaged in performing the Subcontract Work. In the event the Subcontract Work is delayed or disrupted as a result of any work stoppages, work slowdowns or any other form of withdrawal of labour or disruptions by the Subcontractor's workers, or the workers of any of its fabricators, subcontractors or suppliers, or as a result of the union affiliations or activities of any of them which directly or indirectly cause work stoppages, slowdowns, withdrawals or interruptions, the Contractor may immediately terminate this Subcontract, and the Subcontractor shall compensate the Contractor for any damages, losses, costs or expenses suffered by the Contractor in completing the Subcontract Work and the Subcontractor shall have no recourse against the Contractor, Project Co or the Owner on account of termination of this Subcontract. The Subcontractor shall defend, indemnify and save harmless the Contractor, Project Co and the Owner from and against any Claims sustained by the Contractor, Project Co and the Owner as a result of any such stoppage, slowdown, withdrawal or disruption;
- (iv) if the Subcontractor or any of its fabricators, subcontractors or suppliers is or becomes bound by any collective agreements, prior to the commencement of Subcontract Work on Site, or as a condition of continuing with Subcontract Work on Site, the Subcontractor shall provide evidence satisfactory to the Contractor that all applicable unions have waived any rights to prohibit work by non-union or non-affiliated workers on Site;
- (v) the Subcontractor shall defend, indemnify and save harmless the Contractor, Project Co and the Owner as a result of any Claims sustained as a result of the invoking of any affiliation clause under collective agreements to which the Subcontractor or any of its fabricators, subcontractors or suppliers is bound, or to which any of them become bound, while the Subcontractor is engaged in performing the Subcontract Work; and
- (vi) the Subcontractor shall ensure that its fabricators, subcontractors and suppliers are bound by the provisions of this Article.

**SPECIAL CONDITIONS**

**1. Schedule**

Time is of the essence; service commencement by 6/25/2026 and ready for turnover to Owner. This Subcontractor agrees to co-ordinate all work with the General Contractor's Master Schedule and add workers, or work extra hours as required to meet this schedule.

**2. Safety**

**General Safety Requirements**

(a) The Subcontractor shall actively promote safe working performance on the part of their employees and its own third-party subcontractors. Site supervisors shall participate in such activities as safety meetings, safety inspections, and safety incentive programs operated by the Design-Builder. It is expected that each Subcontractor will also conduct their own safety programs best suited to their particular needs.

(b) All Subcontractors shall hold "tailgate" safety meetings with their workers and their own subcontractors at least once a week. Minutes of these meetings in an agreed format shall be forwarded to the site superintendent.

(c) An effective system of orientation and education to the work for all new and transferred workers and all of its own subcontractors is expected of each Subcontractor. Subcontractors shall inform both their workers and their own subcontractors of all safety rules and safety procedures before they begin work on site. A suggested system such as a review of local regulations and Design-Builder's Project Safety Plan for construction could be used.

(d) Approved safety head protection, boots and safety glasses must be worn by personnel at all times on site.

### **Safety Documentation**

The Subcontractor shall hold and document regular tailgate safety meetings (minimum once a week) and undertake and document pre-job safety instructions and job hazard assessments (as conditions necessitate or warrant). Copies of this documentation are to be provided to the Design-Builder on a regular basis. If requested in writing, the Subcontractor will be required to submit monthly safety reports detailing such information as total person hours per month and to date, information and classification of incidents this month and to date, breakdown of injury types and causes, and any other such information requested by the Design-Builder. Payment of the Subcontractor's monthly progress claims will be contingent on the submission of all such documents to the Design-Builder.

### **Project Safety Plans**

The Subcontractor shall review and familiarize itself and its project staff (including all of its own subcontractors) with the Design-Builder's Project Safety Plan and will comply with it at all times during the progress of the work, including adherence to Design-Builder's requirement for approved fall protection plans while working or travelling at heights above 6 feet (1.8m) or above. The Subcontractor will designate on-site supervisory personnel to ensure adherence by all of its workers and subcontractors to this plan as well as its own safety programs. The attached Safety Acknowledgement form shall be completed and must be returned with this subcontract as a condition of payment.

### **3. Federal Hazardous Products Act**

In keeping with the Federal Hazardous Products Act (HPA), and subsequent Provincial Occupational Safety and Health Regulations governing Workplace Hazardous Materials Information System Legislative (WHMIS), we require that Subcontractors and Suppliers ensure that the appropriate Material Safety Data Sheets (MSDS) accompany or precede all controlled products to the project.

### **4. Cleaning During Construction**

Each Subcontractor shall, at all times, assemble and remove their bulk debris from the site. In addition, one workman for each 10 people employed, or pro-rated portion thereof, shall be assigned to the contractor's clean-up crew one day per week for the duration of the subcontractor's installation period. In lieu of the workman, arrangements may be made with the Design-Builder for use of their labour force for such clean-ups which will be chargeable to the subcontractor.

### **5. Insurance \$5 Million**

In accordance with Article 3 of this Subcontract, the Subcontractor shall maintain at his expense:

- A. Public Liability and Property Damage Insurance with minimum limits of \$5 million per occurrence.
- B. Owned Vehicle Insurance with minimum limits of \$5 million.
- C. Non-Owned Vehicle Insurance with minimum limits of \$5 million.
- D. Equipment Insurance

Upon receipt of this subcontract the Subcontractor shall furnish certificates of such insurance to the Design-Builder and such certificates shall include:

- The clause "The Insurer shall mail to Design-Builder 30 days written notice of any material change in or cancellation of these policies".
- The Design-Builder as an Additional Insured and certificates issued to the Design-Builder shall list the Design-Builder as an Additional Insured.
- Waiver of Subrogation in favour of PCL Constructors Westcoast Inc. with respect to insured losses under Commercial General Liability coverage.
- Cross Liability and Severability of Interest Clause.

## **6. After Hours Supervision**

Regular site hours are from 7:30am to 4:30pm Monday to Friday. If a subcontractor is unable to complete their work scope inside of regular hours of work the Design-Builder may recover Supervision costs from the Subcontractor.

## **7. Performance and Payment Bonds - Payment by Subcontractor**

The Subcontractor shall provide a 50% percent performance bond and a 50% percent payment bond referring to this Subcontract and made in favour of the Design-Builder on approved forms, and with a bonding company approved by the Design-Builder. The bonds shall be signed and sealed by both the Subcontractor and bonding company and returned with the signed copies of this agreement provided that such bonds shall be binding on each signatory to the bonds, whether or not they have been signed by both the Subcontractor and the bonding company. The cost of these bonds shall be borne by the Subcontractor.

## **8. Labour and Material Escalations**

All labour and material escalations are included in total contract price.

## **9. Hoisting**

The Subcontract price includes all hoisting necessary to carry out the work when man hoist and crane are not available.

## **10. FastTrack Acknowledgement**

The Subcontractor acknowledges that this is a fasttrack project under which the Subcontract Price has been set, the schedule has been established, the Subcontract has been entered into and the Subcontract Work will commence before the completion of the design of the Subcontract Work. While construction is in progress, drawings, and specifications for the Subcontract Work will be issued in progressive phases from time to time. The Subcontractor acknowledges that in entering into this subcontract, it has anticipated and allowed for conditions and costs associated with a fast-track project. The Subcontractor acknowledges that as a result of the development of the design for the Project, there may have been changes in the design of the Subcontract Work from the date that the Subcontract Price was determined and there may be further changes in the design of the Subcontract Work after the date of this Subcontract, until the design of the Subcontract Work is finalized (collectively, "Design Development Changes"). Design Development Changes may include revisions, additions and deletions which may affect the Subcontractor's scope of work, including types and quantities of work to be performed. The Subcontractor acknowledges that it has allowed for the effect of Design Development Changes in its Subcontract Price and in its schedule for the performance of the Subcontract Work. Notwithstanding any

provision of the Subcontract: (a) the Subcontractor will assume the risk of additional costs and will not be entitled to any adjustment to the Subcontract Price or any additional compensation in respect of Design Development Changes unless the Contractor is entitled to additional compensation in respect of such Design Development Changes pursuant to the Design Build Contract; and (b) the Subcontractor will assume the schedule risk and the costs of acceleration and will not be entitled to time extensions in respect of Design Development Changes unless the Contractor is entitled to time extensions in respect of such Design Development Changes under the Design Build Contract. In the event that the Contractor is entitled to additional compensation or a schedule extension under the Design Build Contract in respect of a led Design Development Change, such Design Development Change shall be dealt with as a change to the Subcontract Work in accordance with the terms of this Subcontract.

## 11. Shop Drawings

Each miscellaneous iron item location must be identified on the shop drawings in terms of grid lines and elevations.

## 12. BIM 360 Docs Requirements

The construction documents will be housed in the cloud collaboration site BIM 360 Docs accessible through desktop (Chrome/Mozilla/Firefox browsers preferred), iPad, iPhone, Android phone and tablet apps. The Subcontractor is responsible for keeping an up to date record of construction documents and will always utilize BIM 360 Docs to access the latest documents. The Subcontractor is responsible to ensure that their field staff utilizing paper copies of construction documents receive updated documents when changes are made to the construction documents in BIM 360 Docs.

## 13. BIM 360 Field Requirements

The Contractor will be utilizing *BIM 360 Field* software/applications on this project and each Subcontractor is required to monitor and utilize this software for the duration of the project. *BIM 360 Field* will be used for various inspections, punchlists, and quality control items. BIM 360 Docs is accessible through desktop (Chrome/Mozilla/Firefox browsers preferred), iPad, iPhone, Android phone, and tablet apps. Each Subcontractor is required to provide their field and office supervisory personnel with the necessary devices to appropriately monitor and utilize this software. The Contractor will provide access to *BIM 360 Field* software to each Subcontractor at no cost.

## 14. Textura

Subcontractor is responsible for all fees and costs associated with the use of Textura. Fees are listed below and will be deducted from the amount owed to Subcontractor.

For projects initiated in Textura on or after June 13, 2019, fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$3,750 CDN.

Subcontract Amount (CDN)	Fee (CDN)
-----	
\$0 - \$1,704,543	0.22%
>\$1,704,544	\$3,750

## 15. Public Communications

Unless expressly provided in this Subcontract or otherwise required by any applicable law (but only to that extent), Subcontractor will not make or permit to be made any public announcement or disclosure whether for publication in the press, radio, television, social media, or any other medium of any: (i) Confidential Information, or any matters relating thereto; or (ii) any matters relating to the Project or the Owner, without the consent of the Contractor (which will not be unreasonably withheld or delayed). As a condition precedent to this consent, Subcontractor shall submit for review, approval and coordination by Contractor all such public announcements or disclosures.

INVOICE / APPLICATION FOR PAYMENT

127

Contractor: Trilogy Concrete 2021 Ltd.  
27222 Lougheed Highway  
Maple Ridge, British Columbia V2W1M4  
Sent To: PCL Constructors Westcoast Inc  
Project: New St. Paul's Hospital Ph 1A  
Terminal Ave. Vancouver, British Columbia V1V 1V1

Sub Invoice #: 20059013OS-OCT2024-83  
GC Invoice #: 20059013OS-OCT2024-83  
Invoice Date: 10/31/2024  
Period Covered: From: 10/16/2024 To: 10/31/2024  
Subcontract #: 20059013OS  
Project #: 2220059

Original Contract Amount: \$66,572,600.00  
Approved Change Orders: \$5,016,525.29  
Gross Contract Value: \$71,589,125.29

Gross Amount Claimed to Date: \$71,250,028.73  
Less Gross Amount Claimed Previously: \$70,907,278.37

Gross Amount this Claim: \$342,750.36  
Less Holdback at 10.00 % \$34,275.05

Net Amount This Claim: \$308,475.31  
Add GST/HST at 5.00 % (GST/HST # 775119506RT0001): \$15,423.76

Invoice Total: \$323,899.07

Holdback Summary:  
Total Holdback to Date: \$7,125,002.92  
Less Holdback Released: \$0.00  
Holdback Retained: \$7,125,002.92

Submitted by the Contractor

**Steve Beaton - Director**

*Steve Beaton*

Name and Title of person Signing

Signature

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT AMOUNT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I HOLDBACK THIS PERIOD	J HOLDBACK RELEASED THIS PERIOD	K NET AMOUNT TO DATE (G - I)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000001	50% Performance Bond	\$1,057,143.00	\$1,057,143.00	\$0.00	\$0.00	\$0.00	\$1,057,143.00	100.0%	\$0.00	\$105,714.30	\$0.00	\$951,428.70
000000002	50% Payment Bond	\$422,857.00	\$422,857.00	\$0.00	\$0.00	\$0.00	\$422,857.00	100.0%	\$0.00	\$42,285.70	\$0.00	\$380,571.30
000000003	Mobilization	\$817,600.00	\$817,600.00	\$0.00	\$0.00	\$0.00	\$817,600.00	100.0%	\$0.00	\$81,760.00	\$0.00	\$735,840.00
000000004	Crane - Bases & Erection (4)	\$800,000.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$800,000.00	100.0%	\$0.00	\$80,000.00	\$0.00	\$720,000.00
000000005	Footings, Pads, Core @ P4/P3/P2 Level - Forming	\$800,000.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$800,000.00	100.0%	\$0.00	\$79,999.99	\$0.00	\$720,000.01
000000006	Footings, Pads, Core @ P4/P3/P2 Level - Placing	\$678,000.00	\$678,000.00	\$0.00	\$0.00	\$0.00	\$678,000.00	100.0%	\$0.00	\$67,800.03	\$0.00	\$610,199.97
000000007	Footings, Pads, Core @ P4/P3/P2 Level - Stripping	\$136,000.00	\$136,000.00	\$0.00	\$0.00	\$0.00	\$136,000.00	100.0%	\$0.00	\$13,600.00	\$0.00	\$122,400.00
000000008	Footings, Pads, Core @ P4/P3/P2 Level - Finishing	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$42,000.00	100.0%	\$0.00	\$4,199.99	\$0.00	\$37,800.01
000000009	Footings, Pads, Core @ P4/P3/P2 Level - Quality Check	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$0.00	\$34,000.00	100.0%	\$0.00	\$3,400.00	\$0.00	\$30,600.00
000000010	P4 - SOG Forming	\$830,000.00	\$830,000.00	\$0.00	\$0.00	\$0.00	\$830,000.00	100.0%	\$0.00	\$83,000.02	\$0.00	\$746,999.98
000000011	P4 - SOG Placing	\$246,000.00	\$246,000.00	\$0.00	\$0.00	\$0.00	\$246,000.00	100.0%	\$0.00	\$24,599.99	\$0.00	\$221,400.01
000000012	P4 - SOG Stripping	\$98,000.00	\$98,000.00	\$0.00	\$0.00	\$0.00	\$98,000.00	100.0%	\$0.00	\$9,800.00	\$0.00	\$88,200.00
000000013	P4 - SOG Finishing	\$31,000.00	\$28,343.66	\$0.00	\$0.00	\$0.00	\$28,343.66	91.4%	\$2,656.34	\$2,834.37	\$0.00	\$25,509.29
000000014	P4 - SOG Quality Check	\$25,000.00	\$22,374.95	\$0.00	\$0.00	\$0.00	\$22,374.95	89.5%	\$2,625.05	\$2,237.50	\$0.00	\$20,137.45
000000015	P4 - Vert Forming	\$675,000.00	\$675,000.00	\$0.00	\$0.00	\$0.00	\$675,000.00	100.0%	\$0.00	\$67,500.01	\$0.00	\$607,499.99
000000016	P4 - Vert Placing	\$72,000.00	\$72,000.00	\$0.00	\$0.00	\$0.00	\$72,000.00	100.0%	\$0.00	\$7,200.00	\$0.00	\$64,800.00
000000017	P4 - Vert Stripping	\$113,000.00	\$113,000.00	\$0.00	\$0.00	\$0.00	\$113,000.00	100.0%	\$0.00	\$11,300.01	\$0.00	\$101,699.99
000000018	P4 - Vert Finishing	\$22,000.00	\$21,671.29	\$0.00	\$41.09	\$0.00	\$21,712.38	98.7%	\$287.62	\$2,171.24	\$0.00	\$19,541.14
000000019	P4 - Vert Quality Check	\$18,000.00	\$17,175.22	\$0.00	\$589.46	\$0.00	\$17,764.68	98.7%	\$235.32	\$1,776.47	\$0.00	\$15,988.21
000000020	P4 - Core Forming	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$15,000.00	\$0.00	\$135,000.00
000000021	P4 - Core Placing	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	100.0%	\$0.00	\$1,600.00	\$0.00	\$14,400.00
000000022	P4 - Core Stripping	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100.0%	\$0.00	\$2,500.00	\$0.00	\$22,500.00



# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E	F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000023	P4 - Core Finishing	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000024	P4 - Core Quality Check	\$4,000.00	\$4,000.00		\$0.00	\$0.00	\$4,000.00	100.0%	\$0.00	\$400.00	\$0.00	\$3,600.00
000000025	P3 - SOG Forming	\$557,000.00	\$557,000.00		\$0.00	\$0.00	\$557,000.00	100.0%	\$0.00	\$55,699.99	\$0.00	\$501,300.01
000000026	P3 - SOG Placing	\$165,000.00	\$165,000.00		\$0.00	\$0.00	\$165,000.00	100.0%	\$0.00	\$16,500.00	\$0.00	\$148,500.00
000000027	P3 - SOG Stripping	\$66,000.00	\$66,000.00		\$0.00	\$0.00	\$66,000.00	100.0%	\$0.00	\$6,600.00	\$0.00	\$59,400.00
000000028	P3 - SOG Finishing	\$21,000.00	\$21,000.00		\$0.00	\$0.00	\$21,000.00	100.0%	\$0.00	\$2,100.00	\$0.00	\$18,900.00
000000029	P3 - SOG Quality Check	\$16,000.00	\$10,760.08		\$0.00	\$0.00	\$10,760.08	67.3%	\$5,239.92	\$1,076.01	\$0.00	\$9,684.07
000000030	P3 - Slab Forming	\$2,100,000.00	\$2,100,000.00		\$0.00	\$0.00	\$2,100,000.00	100.0%	\$0.00	\$210,000.00	\$0.00	\$1,890,000.00
000000031	P3 - Slab Placing	\$224,000.00	\$224,000.00		\$0.00	\$0.00	\$224,000.00	100.0%	\$0.00	\$22,400.01	\$0.00	\$201,599.99
000000032	P3 - Slab Stripping	\$350,000.00	\$350,000.00		\$0.00	\$0.00	\$350,000.00	100.0%	\$0.00	\$35,000.00	\$0.00	\$315,000.00
000000033	P3 - Slab Finishing	\$70,000.00	\$66,443.53		\$0.00	\$0.00	\$66,443.53	94.9%	\$3,556.47	\$6,644.36	\$0.00	\$59,799.17
000000034	P3 - Slab Quality Check	\$56,000.00	\$52,660.14		\$0.00	\$0.00	\$52,660.14	94.0%	\$3,339.86	\$5,266.01	\$0.00	\$47,394.13
000000035	P3 - Vert Forming	\$1,125,000.00	\$1,125,000.00		\$0.00	\$0.00	\$1,125,000.00	100.0%	\$0.00	\$112,500.01	\$0.00	\$1,012,499.99
000000036	P3 - Vert Placing	\$120,000.00	\$120,000.00		\$0.00	\$0.00	\$120,000.00	100.0%	\$0.00	\$11,999.99	\$0.00	\$108,000.01
000000037	P3 - Vert Stripping	\$188,000.00	\$188,000.00		\$0.00	\$0.00	\$188,000.00	100.0%	\$0.00	\$18,799.99	\$0.00	\$169,200.01
000000038	P3 - Vert Finishing	\$37,000.00	\$36,201.56		\$199.61	\$0.00	\$36,401.17	98.4%	\$598.83	\$3,640.11	\$0.00	\$32,761.06
000000039	P3 - Vert Quality Check	\$30,000.00	\$29,352.62		\$161.84	\$0.00	\$29,514.46	98.4%	\$485.54	\$2,951.44	\$0.00	\$26,563.02
000000040	P3 - Core Forming	\$165,000.00	\$165,000.00		\$0.00	\$0.00	\$165,000.00	100.0%	\$0.00	\$16,499.99	\$0.00	\$148,500.01
000000041	P3 - Core Placing	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000042	P3 - Core Stripping	\$28,000.00	\$28,000.00		\$0.00	\$0.00	\$28,000.00	100.0%	\$0.00	\$2,800.00	\$0.00	\$25,200.00
000000043	P3 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000044	P3 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000045	P2 - Slab Forming	\$2,775,000.00	\$2,775,000.00		\$0.00	\$0.00	\$2,775,000.00	100.0%	\$0.00	\$277,500.00	\$0.00	\$2,497,500.00
000000046	P2 - Slab Placing	\$296,000.00	\$296,000.00		\$0.00	\$0.00	\$296,000.00	100.0%	\$0.00	\$29,600.02	\$0.00	\$266,399.98
000000047	P2 - Slab Stripping	\$463,000.00	\$463,000.00		\$0.00	\$0.00	\$463,000.00	100.0%	\$0.00	\$46,300.00	\$0.00	\$416,700.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 83

Contractor's signed certification is attached.

APPLICATION DATE: 10/31/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2024

Use Column I on Contracts where holdback for line items may apply.

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E		F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
					THIS PERIOD								
ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT											NET AMOUNT TO DATE (G - I)
P2 - Slab Finishing		\$92,000.00	\$86,480.18	\$0.00		\$0.00	\$86,480.18	94.0%	\$5,519.82	\$8,648.02	\$0.00	\$77,832.16	
P2 - Slab Quality Check		\$74,000.00	\$69,560.14	\$0.00		\$0.00	\$69,560.14	94.0%	\$4,439.86	\$6,956.02	\$0.00	\$62,604.12	
P2 - Vert Forming		\$1,950,000.00	\$1,950,000.00	\$0.00		\$0.00	\$1,950,000.00	100.0%	\$0.00	\$195,000.03	\$0.00	\$1,754,999.97	
P2 - Vert Placing		\$208,000.00	\$208,000.00	\$0.00		\$0.00	\$208,000.00	100.0%	\$0.00	\$20,800.00	\$0.00	\$187,200.00	
P2 - Vert Stripping		\$325,000.00	\$325,000.00	\$0.00		\$0.00	\$325,000.00	100.0%	\$0.00	\$32,500.00	\$0.00	\$292,500.00	
P2 - Vert Finishing		\$65,000.00	\$62,897.20	\$1,058.33		\$0.00	\$63,955.53	98.4%	\$1,044.47	\$6,395.54	\$0.00	\$57,559.99	
P2 - Vert Quality Check		\$52,000.00	\$50,317.76	\$846.67		\$0.00	\$51,164.43	98.4%	\$835.57	\$5,116.44	\$0.00	\$46,047.99	
P2 - Core Forming		\$186,000.00	\$186,000.00	\$0.00		\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00	
P2 - Core Placing		\$20,000.00	\$20,000.00	\$0.00		\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00	
P2 - Core Stripping		\$32,000.00	\$32,000.00	\$0.00		\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00	
P2 - Core Finishing		\$7,000.00	\$7,000.00	\$0.00		\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00	
P2 - Core Quality Check		\$5,000.00	\$5,000.00	\$0.00		\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00	
P1 - Slab Forming		\$2,775,000.00	\$2,765,964.65	\$0.00		\$0.00	\$2,765,964.65	99.7%	\$9,035.35	\$276,596.49	\$0.00	\$2,489,368.16	
P1 - Slab Placing		\$296,000.00	\$295,000.35	\$0.00		\$0.00	\$295,000.35	99.7%	\$999.65	\$29,500.01	\$0.00	\$265,500.34	
P1 - Slab Stripping		\$463,000.00	\$461,492.48	\$0.00		\$0.00	\$461,492.48	99.7%	\$1,507.52	\$46,149.24	\$0.00	\$415,343.24	
P1 - Slab Finishing		\$92,000.00	\$86,494.16	\$0.00		\$0.00	\$86,494.16	94.0%	\$5,505.84	\$8,649.42	\$0.00	\$77,844.74	
P1 - Slab Quality Check		\$74,000.00	\$69,571.39	\$0.00		\$0.00	\$69,571.39	94.0%	\$4,428.61	\$6,957.14	\$0.00	\$62,614.25	
P1 - Vert Forming		\$1,520,000.00	\$1,509,104.05	\$0.00		\$0.00	\$1,509,104.05	99.3%	\$10,895.95	\$150,910.40	\$0.00	\$1,358,193.65	
P1 - Vert Placing		\$162,000.00	\$160,864.69	\$0.00		\$0.00	\$160,864.69	99.3%	\$1,135.31	\$16,086.46	\$0.00	\$144,778.23	
P1 - Vert Stripping		\$253,000.00	\$251,186.40	\$0.00		\$0.00	\$251,186.40	99.3%	\$1,813.60	\$25,118.63	\$0.00	\$226,067.77	
P1 - Vert Finishing		\$50,000.00	\$48,266.23	\$415.01		\$0.00	\$48,681.24	97.4%	\$1,318.76	\$4,868.12	\$0.00	\$43,813.12	
P1 - Vert Quality Check		\$40,000.00	\$38,612.99	\$332.00		\$0.00	\$38,944.99	97.4%	\$1,055.01	\$3,894.50	\$0.00	\$35,050.49	
P1 - Core Forming		\$186,000.00	\$186,000.00	\$0.00		\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00	
P1 - Core Placing		\$20,000.00	\$20,000.00	\$0.00		\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00	
P1 - Core Stripping		\$32,000.00	\$32,000.00	\$0.00		\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00	

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

A	B	C	D		E	F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000073	P1 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000074	P1 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000075	Level 1 - Slab Forming	\$3,150,000.00	\$3,150,000.00		\$0.00	\$0.00	\$3,150,000.00	100.0%	\$0.00	\$315,000.00	\$0.00	\$2,835,000.00
000000076	Level 1 - Slab Placing	\$336,000.00	\$336,000.00		\$0.00	\$0.00	\$336,000.00	100.0%	\$0.00	\$33,600.01	\$0.00	\$302,399.99
000000077	Level 1 - Slab Stripping	\$525,000.00	\$525,000.00		\$0.00	\$0.00	\$525,000.00	100.0%	\$0.00	\$52,500.00	\$0.00	\$472,500.00
000000078	Level 1 - Slab Finishing	\$105,000.00	\$72,854.55	\$5,081.94	\$5,081.94	\$0.00	\$77,936.49	74.2%	\$27,063.51	\$7,793.65	\$0.00	\$70,142.84
000000079	Level 1 - Slab Quality Check	\$84,000.00	\$58,283.64	\$4,065.55	\$4,065.55	\$0.00	\$62,349.19	74.2%	\$21,650.81	\$6,234.92	\$0.00	\$56,114.27
000000080	Level 1 - Vert Forming	\$940,000.00	\$940,000.00		\$0.00	\$0.00	\$940,000.00	100.0%	\$0.00	\$94,000.02	\$0.00	\$845,999.98
000000081	Level 1 - Vert Placing	\$100,000.00	\$100,000.00		\$0.00	\$0.00	\$100,000.00	100.0%	\$0.00	\$9,999.98	\$0.00	\$90,000.02
000000082	Level 1 - Vert Stripping	\$155,000.00	\$155,000.00		\$0.00	\$0.00	\$155,000.00	100.0%	\$0.00	\$15,500.02	\$0.00	\$139,499.98
000000083	Level 1 - Vert Finishing	\$30,000.00	\$29,257.37	\$222.79	\$222.79	\$0.00	\$29,480.16	98.3%	\$519.84	\$2,948.01	\$0.00	\$26,532.15
000000084	Level 1 - Vert Quality Check	\$25,000.00	\$24,381.14	\$185.66	\$185.66	\$0.00	\$24,566.80	98.3%	\$433.20	\$2,456.69	\$0.00	\$22,110.11
000000085	Level 1 - Core Forming	\$186,000.00	\$186,000.00		\$0.00	\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00
000000086	Level 1 - Core Placing	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000087	Level 1 - Core Stripping	\$32,000.00	\$32,000.00		\$0.00	\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00
000000088	Level 1 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$699.99	\$0.00	\$6,300.01
000000089	Level 1 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000090	Level 2 - Slab Forming	\$2,625,000.00	\$2,625,000.00		\$0.00	\$0.00	\$2,625,000.00	100.0%	\$0.00	\$262,500.00	\$0.00	\$2,362,500.00
000000091	Level 2 - Slab Placing	\$280,000.00	\$280,000.00		\$0.00	\$0.00	\$280,000.00	100.0%	\$0.00	\$28,000.01	\$0.00	\$251,999.99
000000092	Level 2 - Slab Stripping	\$437,500.00	\$437,500.00		\$0.00	\$0.00	\$437,500.00	100.0%	\$0.00	\$43,750.01	\$0.00	\$393,749.99
000000093	Level 2 - Slab Finishing	\$87,500.00	\$83,122.14	\$917.07	\$917.07	\$0.00	\$84,039.21	96.0%	\$3,460.79	\$8,403.92	\$0.00	\$75,635.29
000000094	Level 2 - Slab Quality Check	\$70,000.00	\$66,497.71	\$733.66	\$733.66	\$0.00	\$67,231.37	96.0%	\$2,768.63	\$6,723.14	\$0.00	\$60,508.23
000000095	Level 2 - Vert Forming	\$750,000.00	\$750,000.00		\$0.00	\$0.00	\$750,000.00	100.0%	\$0.00	\$75,000.00	\$0.00	\$675,000.00
000000096	Level 2 - Vert Placing	\$80,000.00	\$80,000.00		\$0.00	\$0.00	\$80,000.00	100.0%	\$0.00	\$8,000.00	\$0.00	\$72,000.00
000000097	Level 2 - Vert Stripping	\$125,000.00	\$125,000.00		\$0.00	\$0.00	\$125,000.00	100.0%	\$0.00	\$12,499.99	\$0.00	\$112,500.01

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E	F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)				
000000098	Level 2 - Vert Finishing	\$25,000.00	\$23,919.06		\$202.67	\$0.00	\$24,121.73	96.5%	\$878.27	\$2,412.18	\$0.00	\$21,709.55
000000099	Level 2 - Vert Quality Check	\$20,000.00	\$19,135.24		\$162.15	\$0.00	\$19,297.39	96.5%	\$702.61	\$1,929.73	\$0.00	\$17,367.66
000000100	Level 2 - Core Forming	\$186,000.00	\$186,000.00		\$0.00	\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00
000000101	Level 2 - Core Placing	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$1,999.99	\$0.00	\$18,000.01
000000102	Level 2 - Core Stripping	\$32,000.00	\$32,000.00		\$0.00	\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00
000000103	Level 2 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000104	Level 2 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000105	Level 3 - Slab Forming	\$2,700,000.00	\$2,700,000.00		\$0.00	\$0.00	\$2,700,000.00	100.0%	\$0.00	\$270,000.00	\$0.00	\$2,430,000.00
000000106	Level 3 - Slab Placing	\$288,000.00	\$288,000.00		\$0.00	\$0.00	\$288,000.00	100.0%	\$0.00	\$28,800.00	\$0.00	\$259,200.00
000000107	Level 3 - Slab Stripping	\$450,000.00	\$450,000.00		\$0.00	\$0.00	\$450,000.00	100.0%	\$0.00	\$45,000.01	\$0.00	\$404,999.99
000000108	Level 3 - Slab Finishing	\$90,000.00	\$86,394.43		\$0.00	\$0.00	\$86,394.43	96.0%	\$3,605.57	\$8,639.45	\$0.00	\$77,754.98
000000109	Level 3 - Slab Quality Check	\$72,000.00	\$69,115.54		\$0.00	\$0.00	\$69,115.54	96.0%	\$2,884.46	\$6,911.56	\$0.00	\$62,203.98
000000110	Level 3 - Vert Forming	\$750,000.00	\$750,000.00		\$0.00	\$0.00	\$750,000.00	100.0%	\$0.00	\$75,000.01	\$0.00	\$674,999.99
000000111	Level 3 - Vert Placing	\$80,000.00	\$80,000.00		\$0.00	\$0.00	\$80,000.00	100.0%	\$0.00	\$7,999.98	\$0.00	\$72,000.02
000000112	Level 3 - Vert Stripping	\$125,000.00	\$125,000.00		\$0.00	\$0.00	\$125,000.00	100.0%	\$0.00	\$12,500.00	\$0.00	\$112,500.00
000000113	Level 3 - Vert Finishing	\$25,000.00	\$24,479.45		\$97.60	\$0.00	\$24,577.05	98.3%	\$422.95	\$2,457.71	\$0.00	\$22,119.34
000000114	Level 3 - Vert Quality Check	\$20,000.00	\$19,583.56		\$78.08	\$0.00	\$19,661.64	98.3%	\$338.36	\$1,966.16	\$0.00	\$17,695.48
000000115	Level 3 - Core Forming	\$186,000.00	\$186,000.00		\$0.00	\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00
000000116	Level 3 - Core Placing	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000117	Level 3 - Core Stripping	\$32,000.00	\$32,000.00		\$0.00	\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00
000000118	Level 3 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000119	Level 3 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000120	Level 4 - Slab Forming	\$2,550,000.00	\$2,550,000.00		\$0.00	\$0.00	\$2,550,000.00	100.0%	\$0.00	\$255,000.02	\$0.00	\$2,294,999.98
000000121	Level 4 - Slab Placing	\$272,000.00	\$272,000.00		\$0.00	\$0.00	\$272,000.00	100.0%	\$0.00	\$27,200.01	\$0.00	\$244,799.99
000000122	Level 4 - Slab Stripping	\$425,000.00	\$425,000.00		\$0.00	\$0.00	\$425,000.00	100.0%	\$0.00	\$42,500.00	\$0.00	\$382,500.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E	F	G		H	I	J	K
			CONTRACT AMOUNT	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	HOLDBACK THIS PERIOD	NET AMOUNT TO DATE (G - I)
000000123	Level 4 - Slab Finishing	\$85,000.00	\$80,750.00	\$852.89	\$852.89	\$0.00	\$0.00	\$81,602.89	\$3,397.11	\$8,160.30	\$0.00	\$73,442.59
000000124	Level 4 - Slab Quality Check	\$68,000.00	\$64,600.00	\$682.31	\$682.31	\$0.00	\$0.00	\$65,282.31	\$2,717.69	\$6,528.23	\$0.00	\$58,754.08
000000125	Level 4 - Vert Forming	\$450,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00	\$0.00	\$44,999.98	\$0.00	\$405,000.02
000000126	Level 4 - Vert Placing	\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$4,800.00	\$0.00	\$43,200.00
000000127	Level 4 - Vert Stripping	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$7,500.01	\$0.00	\$67,499.99
000000128	Level 4 - Vert Finishing	\$15,000.00	\$14,362.50	\$119.53	\$119.53	\$0.00	\$0.00	\$14,482.03	\$517.97	\$1,448.20	\$0.00	\$13,033.83
000000129	Level 4 - Vert Quality Check	\$12,000.00	\$11,490.00	\$95.63	\$95.63	\$0.00	\$0.00	\$11,585.63	\$414.37	\$1,158.57	\$0.00	\$10,427.06
000000130	Level 4 - Core Forming	\$112,000.00	\$112,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,000.00	\$0.00	\$11,200.00	\$0.00	\$100,800.00
000000131	Level 4 - Core Placing	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$1,200.00	\$0.00	\$10,800.00
000000132	Level 4 - Core Stripping	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,000.00	\$0.00	\$1,900.00	\$0.00	\$17,100.00
000000133	Level 4 - Core Finishing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$400.00	\$0.00	\$3,600.00
000000134	Level 4 - Core Quality Check	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$299.99	\$0.00	\$2,700.01
000000135	Level 4 MDR - Slab Forming	\$412,000.00	\$412,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,000.00	\$0.00	\$41,200.00	\$0.00	\$370,800.00
000000136	Level 4 MDR - Slab Placing	\$44,000.00	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,000.00	\$0.00	\$4,400.00	\$0.00	\$39,600.00
000000137	Level 4 MDR - Slab Stripping	\$69,000.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,000.00	\$0.00	\$6,900.00	\$0.00	\$62,100.00
000000138	Level 4 MDR - Slab Finishing	\$14,000.00	\$13,868.18	\$0.00	\$0.00	\$0.00	\$0.00	\$13,868.18	\$131.82	\$1,386.82	\$0.00	\$12,481.36
000000139	Level 4 MDR - Slab Quality Check	\$11,000.00	\$10,896.43	\$0.00	\$0.00	\$0.00	\$0.00	\$10,896.43	\$103.57	\$1,089.63	\$0.00	\$9,806.80
000000140	Level 4 MDR - Vert Forming	\$600,000.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00	\$0.00	\$60,000.00	\$0.00	\$540,000.00
000000141	Level 4 MDR - Vert Placing	\$64,000.00	\$64,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,000.00	\$0.00	\$6,400.00	\$0.00	\$57,600.00
000000142	Level 4 MDR - Vert Stripping	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$9,999.99	\$0.00	\$90,000.01
000000143	Level 4 MDR - Vert Finishing	\$20,000.00	\$19,530.61	\$88.01	\$88.01	\$0.00	\$0.00	\$19,618.62	\$381.38	\$1,961.87	\$0.00	\$17,656.75
000000144	Level 4 MDR - Vert Quality Check	\$16,000.00	\$15,624.49	\$70.41	\$70.41	\$0.00	\$0.00	\$15,694.90	\$305.10	\$1,569.50	\$0.00	\$14,125.40
000000145	Level 4 MDR - Core Forming	\$186,000.00	\$186,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186,000.00	\$0.00	\$18,599.99	\$0.00	\$167,400.01
000000146	Level 4 MDR - Core Placing	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000147	Level 4 MDR - Core Stripping	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$3,200.00	\$0.00	\$28,800.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E	F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000148	Level 4 MDR - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$699.99	\$0.00	\$6,300.01
000000149	Level 4 MDR - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000150	Level 5 - Slab Forming	\$2,550,000.00	\$2,550,000.00		\$0.00	\$0.00	\$2,550,000.00	100.0%	\$0.00	\$254,999.99	\$0.00	\$2,295,000.01
000000151	Level 5 - Slab Placing	\$272,000.00	\$272,000.00		\$0.00	\$0.00	\$272,000.00	100.0%	\$0.00	\$27,200.00	\$0.00	\$244,800.00
000000152	Level 5 - Slab Stripping	\$425,000.00	\$425,000.00		\$0.00	\$0.00	\$425,000.00	100.0%	\$0.00	\$42,500.00	\$0.00	\$382,500.00
000000153	Level 5 - Slab Finishing	\$85,000.00	\$80,754.30		\$905.62	\$0.00	\$81,659.92	96.1%	\$3,340.08	\$8,165.99	\$0.00	\$73,493.93
000000154	Level 5 - Slab Quality Check	\$68,000.00	\$64,603.44		\$724.50	\$0.00	\$65,327.94	96.1%	\$2,672.06	\$6,532.79	\$0.00	\$58,795.15
000000155	Level 5 - Vert Forming	\$750,000.00	\$750,000.00		\$0.00	\$0.00	\$750,000.00	100.0%	\$0.00	\$74,999.99	\$0.00	\$675,000.01
000000156	Level 5 - Vert Placing	\$80,000.00	\$80,000.00		\$0.00	\$0.00	\$80,000.00	100.0%	\$0.00	\$8,000.02	\$0.00	\$71,999.98
000000157	Level 5 - Vert Stripping	\$125,000.00	\$125,000.00		\$0.00	\$0.00	\$125,000.00	100.0%	\$0.00	\$12,499.98	\$0.00	\$112,500.02
000000158	Level 5 - Vert Finishing	\$25,000.00	\$24,494.19		\$94.84	\$0.00	\$24,589.03	98.4%	\$410.97	\$2,458.90	\$0.00	\$22,130.13
000000159	Level 5 - Vert Quality Check	\$20,000.00	\$19,595.35		\$75.87	\$0.00	\$19,671.22	98.4%	\$328.78	\$1,967.13	\$0.00	\$17,704.09
000000160	Level 5 - Core Forming	\$224,000.00	\$224,000.00		\$0.00	\$0.00	\$224,000.00	100.0%	\$0.00	\$22,400.00	\$0.00	\$201,600.00
000000161	Level 5 - Core Placing	\$24,000.00	\$24,000.00		\$0.00	\$0.00	\$24,000.00	100.0%	\$0.00	\$2,400.00	\$0.00	\$21,600.00
000000162	Level 5 - Core Stripping	\$38,000.00	\$38,000.00		\$0.00	\$0.00	\$38,000.00	100.0%	\$0.00	\$3,800.00	\$0.00	\$34,200.00
000000163	Level 5 - Core Finishing	\$8,000.00	\$8,000.00		\$0.00	\$0.00	\$8,000.00	100.0%	\$0.00	\$800.00	\$0.00	\$7,200.00
000000164	Level 5 - Core Quality Check	\$6,000.00	\$6,000.00		\$0.00	\$0.00	\$6,000.00	100.0%	\$0.00	\$600.00	\$0.00	\$5,400.00
000000165	Level 6 - Slab Forming	\$2,250,000.00	\$2,250,000.00		\$0.00	\$0.00	\$2,250,000.00	100.0%	\$0.00	\$225,000.00	\$0.00	\$2,025,000.00
000000166	Level 6 - Slab Placing	\$240,000.00	\$240,000.00		\$0.00	\$0.00	\$240,000.00	100.0%	\$0.00	\$24,000.00	\$0.00	\$216,000.00
000000167	Level 6 - Slab Stripping	\$375,000.00	\$375,000.00		\$0.00	\$0.00	\$375,000.00	100.0%	\$0.00	\$37,500.01	\$0.00	\$337,499.99
000000168	Level 6 - Slab Finishing	\$75,000.00	\$71,997.54		\$0.00	\$0.00	\$71,997.54	96.0%	\$3,002.46	\$7,199.75	\$0.00	\$64,797.79
000000169	Level 6 - Slab Quality Check	\$60,000.00	\$57,598.03		\$0.00	\$0.00	\$57,598.03	96.0%	\$2,401.97	\$5,759.80	\$0.00	\$51,838.23
000000170	Level 6 - Vert Forming	\$375,000.00	\$375,000.00		\$0.00	\$0.00	\$375,000.00	100.0%	\$0.00	\$37,500.01	\$0.00	\$337,499.99
000000171	Level 6 - Vert Placing	\$40,000.00	\$40,000.00		\$0.00	\$0.00	\$40,000.00	100.0%	\$0.00	\$3,999.99	\$0.00	\$36,000.01
000000172	Level 6 - Vert Stripping	\$63,000.00	\$63,000.00		\$0.00	\$0.00	\$63,000.00	100.0%	\$0.00	\$6,300.00	\$0.00	\$56,700.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D	E		F	G		H	I	J	K
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000173	Level 6 - Vert Finishing	\$12,000.00	\$11,459.56	\$168.89		\$0.00	\$11,628.45	96.9%	\$371.55	\$1,162.84	\$0.00	\$10,465.61
000000174	Level 6 - Vert Quality Check	\$10,000.00	\$9,549.63	\$140.74		\$0.00	\$9,690.37	96.9%	\$309.63	\$969.04	\$0.00	\$8,721.33
000000175	Level 6 - Core Forming	\$186,000.00	\$186,000.00	\$0.00		\$0.00	\$186,000.00	100.0%	\$0.00	\$18,600.00	\$0.00	\$167,400.00
000000176	Level 6 - Core Placing	\$20,000.00	\$20,000.00	\$0.00		\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000177	Level 6 - Core Stripping	\$32,000.00	\$32,000.00	\$0.00		\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00
000000178	Level 6 - Core Finishing	\$7,000.00	\$7,000.00	\$0.00		\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000179	Level 6 - Core Quality Check	\$5,000.00	\$5,000.00	\$0.00		\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000180	Level 7 - Slab Forming	\$1,575,000.00	\$1,575,000.00	\$0.00		\$0.00	\$1,575,000.00	100.0%	\$0.00	\$157,500.01	\$0.00	\$1,417,499.99
000000181	Level 7 - Slab Placing	\$168,000.00	\$168,000.00	\$0.00		\$0.00	\$168,000.00	100.0%	\$0.00	\$16,800.00	\$0.00	\$151,200.00
000000182	Level 7 - Slab Stripping	\$263,000.00	\$263,000.00	\$0.00		\$0.00	\$263,000.00	100.0%	\$0.00	\$26,300.00	\$0.00	\$236,700.00
000000183	Level 7 - Slab Finishing	\$52,000.00	\$49,922.18	\$516.59		\$0.00	\$50,438.77	97.0%	\$1,561.23	\$5,043.89	\$0.00	\$45,394.88
000000184	Level 7 - Slab Quality Check	\$42,000.00	\$40,321.76	\$417.24		\$0.00	\$40,739.00	97.0%	\$1,261.00	\$4,073.89	\$0.00	\$36,665.11
000000185	Level 7 - Vert Forming	\$338,000.00	\$338,000.00	\$0.00		\$0.00	\$338,000.00	100.0%	\$0.00	\$33,799.99	\$0.00	\$304,200.01
000000186	Level 7 - Vert Placing	\$36,000.00	\$36,000.00	\$0.00		\$0.00	\$36,000.00	100.0%	\$0.00	\$3,600.00	\$0.00	\$32,400.00
000000187	Level 7 - Vert Stripping	\$56,000.00	\$56,000.00	\$0.00		\$0.00	\$56,000.00	100.0%	\$0.00	\$5,599.99	\$0.00	\$50,400.01
000000188	Level 7 - Vert Finishing	\$11,000.00	\$10,508.58	\$153.57		\$0.00	\$10,662.15	96.9%	\$337.85	\$1,066.23	\$0.00	\$9,595.92
000000189	Level 7 - Vert Quality Check	\$9,000.00	\$8,597.93	\$125.65		\$0.00	\$8,723.58	96.9%	\$276.42	\$872.36	\$0.00	\$7,851.22
000000190	Level 7 - Core Forming	\$165,000.00	\$165,000.00	\$0.00		\$0.00	\$165,000.00	100.0%	\$0.00	\$16,500.00	\$0.00	\$148,500.00
000000191	Level 7 - Core Placing	\$20,000.00	\$20,000.00	\$0.00		\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000192	Level 7 - Core Stripping	\$28,000.00	\$28,000.00	\$0.00		\$0.00	\$28,000.00	100.0%	\$0.00	\$2,800.00	\$0.00	\$25,200.00
000000193	Level 7 - Core Finishing	\$7,000.00	\$7,000.00	\$0.00		\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000194	Level 7 - Core Quality Check	\$5,000.00	\$5,000.00	\$0.00		\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000195	Level 8 - Slab Forming	\$1,500,000.00	\$1,500,000.00	\$0.00		\$0.00	\$1,500,000.00	100.0%	\$0.00	\$150,000.01	\$0.00	\$1,349,999.99
000000196	Level 8 - Slab Placing	\$160,000.00	\$160,000.00	\$0.00		\$0.00	\$160,000.00	100.0%	\$0.00	\$16,000.01	\$0.00	\$143,999.99
000000197	Level 8 - Slab Stripping	\$250,000.00	\$250,000.00	\$0.00		\$0.00	\$250,000.00	100.0%	\$0.00	\$25,000.00	\$0.00	\$225,000.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 83

Contractor's signed certification is attached.

APPLICATION DATE: 10/31/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2024

Use Column I on Contracts where holdback for line items may apply.

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D	E		F	G		H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	HOLDBACK	HOLDBACK RELEASED THIS PERIOD	NET AMOUNT TO DATE (G - I)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD								
000000198	Level 8 - Slab Finishing	\$50,000.00	\$47,999.15	\$0.00	\$0.00	\$47,999.15	96.0%	\$2,000.85	\$4,799.91	\$0.00	\$43,199.24	
000000199	Level 8 - Slab Quality Check	\$40,000.00	\$38,399.32	\$0.00	\$0.00	\$38,399.32	96.0%	\$1,600.68	\$3,839.92	\$0.00	\$34,559.40	
000000200	Level 8 - Vert Forming	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.0%	\$0.00	\$29,999.99	\$0.00	\$270,000.01	
000000201	Level 8 - Vert Placing	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.0%	\$0.00	\$3,200.00	\$0.00	\$28,800.00	
000000202	Level 8 - Vert Stripping	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.0%	\$0.00	\$5,000.01	\$0.00	\$44,999.99	
000000203	Level 8 - Vert Finishing	\$10,000.00	\$9,535.00	\$145.31	\$0.00	\$9,680.31	96.8%	\$319.69	\$968.04	\$0.00	\$8,712.27	
000000204	Level 8 - Vert Quality Check	\$8,000.00	\$7,628.00	\$116.25	\$0.00	\$7,744.25	96.8%	\$255.75	\$774.43	\$0.00	\$6,969.82	
000000205	Level 8 - Core Forming	\$165,000.00	\$165,000.00	\$0.00	\$0.00	\$165,000.00	100.0%	\$0.00	\$16,500.00	\$0.00	\$148,500.00	
000000206	Level 8 - Core Placing	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00	
000000207	Level 8 - Core Stripping	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	100.0%	\$0.00	\$2,800.00	\$0.00	\$25,200.00	
000000208	Level 8 - Core Finishing	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00	
000000209	Level 8 - Core Quality Check	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00	
000000210	Level 9 - Slab Forming	\$1,276,000.00	\$1,276,000.00	\$0.00	\$0.00	\$1,276,000.00	100.0%	\$0.00	\$127,600.00	\$0.00	\$1,148,400.00	
000000211	Level 9 - Slab Placing	\$136,000.00	\$136,000.00	\$0.00	\$0.00	\$136,000.00	100.0%	\$0.00	\$13,600.00	\$0.00	\$122,400.00	
000000212	Level 9 - Slab Stripping	\$212,000.00	\$212,000.00	\$0.00	\$0.00	\$212,000.00	100.0%	\$0.00	\$21,200.00	\$0.00	\$190,800.00	
000000213	Level 9 - Slab Finishing	\$42,000.00	\$39,902.40	\$419.52	\$0.00	\$40,321.92	96.0%	\$1,678.08	\$4,032.19	\$0.00	\$36,289.73	
000000214	Level 9 - Slab Quality Check	\$34,000.00	\$32,301.94	\$339.61	\$0.00	\$32,641.55	96.0%	\$1,358.45	\$3,264.14	\$0.00	\$29,377.41	
000000215	Level 9 - Vert Forming	\$262,000.00	\$262,000.00	\$0.00	\$0.00	\$262,000.00	100.0%	\$0.00	\$26,200.01	\$0.00	\$235,799.99	
000000216	Level 9 - Vert Placing	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	100.0%	\$0.00	\$2,800.00	\$0.00	\$25,200.00	
000000217	Level 9 - Vert Stripping	\$44,000.00	\$44,000.00	\$0.00	\$0.00	\$44,000.00	100.0%	\$0.00	\$4,399.99	\$0.00	\$39,600.01	
000000218	Level 9 - Vert Finishing	\$9,000.00	\$8,826.07	\$43.49	\$0.00	\$8,869.56	98.6%	\$130.44	\$886.96	\$0.00	\$7,982.60	
000000219	Level 9 - Vert Quality Check	\$7,000.00	\$6,864.72	\$33.82	\$0.00	\$6,898.54	98.6%	\$101.46	\$689.86	\$0.00	\$6,208.68	
000000220	Level 9 - Core Forming	\$165,000.00	\$165,000.00	\$0.00	\$0.00	\$165,000.00	100.0%	\$0.00	\$16,500.00	\$0.00	\$148,500.00	
000000221	Level 9 - Core Placing	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00	
000000222	Level 9 - Core Stripping	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	100.0%	\$0.00	\$2,800.00	\$0.00	\$25,200.00	



# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D	E		F	G		H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	CONTRACT AMOUNT	WORK COMPLETED		THIS PERIOD	MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	HOLDBACK	HOLDBACK RELEASED THIS PERIOD	NET AMOUNT TO DATE (G - I)
			FROM PREVIOUS APPLICATION (D + E)									
000000223	Level 9 - Core Finishing	\$7,000.00	\$7,000.00		\$0.00	\$0.00	\$7,000.00	100.0%	\$0.00	\$700.00	\$0.00	\$6,300.00
000000224	Level 9 - Core Quality Check	\$5,000.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	100.0%	\$0.00	\$500.00	\$0.00	\$4,500.00
000000225	Level 10 - Slab Forming	\$1,200,000.00	\$1,188,021.78		\$0.00	\$0.00	\$1,188,021.78	99.0%	\$11,978.22	\$118,802.18	\$0.00	\$1,069,219.60
000000226	Level 10 - Slab Placing	\$128,000.00	\$126,716.95		\$0.00	\$0.00	\$126,716.95	99.0%	\$1,283.05	\$12,671.68	\$0.00	\$114,045.27
000000227	Level 10 - Slab Stripping	\$200,000.00	\$198,003.63		\$0.00	\$0.00	\$198,003.63	99.0%	\$1,996.37	\$19,800.37	\$0.00	\$178,203.26
000000228	Level 10 - Slab Finishing	\$40,000.00	\$36,799.52	\$797.15		\$0.00	\$37,596.67	94.0%	\$2,403.33	\$3,759.65	\$0.00	\$33,837.02
000000229	Level 10 - Slab Quality Check	\$32,000.00	\$29,439.62	\$637.71		\$0.00	\$30,077.33	94.0%	\$1,922.67	\$3,007.74	\$0.00	\$27,069.59
000000230	Level 10 - Vert Forming	\$188,000.00	\$188,000.00		\$0.00	\$0.00	\$188,000.00	100.0%	\$0.00	\$18,799.99	\$0.00	\$169,200.01
000000231	Level 10 - Vert Placing	\$20,000.00	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$2,000.00	\$0.00	\$18,000.00
000000232	Level 10 - Vert Stripping	\$30,000.00	\$30,000.00		\$0.00	\$0.00	\$30,000.00	100.0%	\$0.00	\$3,000.00	\$0.00	\$27,000.00
000000233	Level 10 - Vert Finishing	\$7,000.00	\$6,726.90	\$68.28		\$0.00	\$6,795.18	97.1%	\$204.82	\$679.52	\$0.00	\$6,115.66
000000234	Level 10 - Vert Quality Check	\$5,000.00	\$4,804.93	\$48.77		\$0.00	\$4,853.70	97.1%	\$146.30	\$485.37	\$0.00	\$4,368.33
000000235	Level 10 - Core Forming	\$224,000.00	\$224,000.00		\$0.00	\$0.00	\$224,000.00	100.0%	\$0.00	\$22,400.01	\$0.00	\$201,599.99
000000236	Level 10 - Core Placing	\$24,000.00	\$24,000.00		\$0.00	\$0.00	\$24,000.00	100.0%	\$0.00	\$2,399.99	\$0.00	\$21,600.01
000000237	Level 10 - Core Stripping	\$38,000.00	\$38,000.00		\$0.00	\$0.00	\$38,000.00	100.0%	\$0.00	\$3,800.00	\$0.00	\$34,200.00
000000238	Level 10 - Core Finishing	\$8,000.00	\$8,000.00		\$0.00	\$0.00	\$8,000.00	100.0%	\$0.00	\$800.00	\$0.00	\$7,200.00
000000239	Level 10 - Core Quality Check	\$6,000.00	\$6,000.00		\$0.00	\$0.00	\$6,000.00	100.0%	\$0.00	\$600.00	\$0.00	\$5,400.00
000000240	Level 10 - High Slab - Slab	\$25,000.00	\$25,000.00		\$0.00	\$0.00	\$25,000.00	100.0%	\$0.00	\$2,500.00	\$0.00	\$22,500.00
000000241	Level 10 - High Core - Core	\$15,000.00	\$15,000.00		\$0.00	\$0.00	\$15,000.00	100.0%	\$0.00	\$1,500.00	\$0.00	\$13,500.00
000000242	Level 11 - Slab Forming	\$600,000.00	\$600,000.00		\$0.00	\$0.00	\$600,000.00	100.0%	\$0.00	\$60,000.01	\$0.00	\$539,999.99
000000243	Level 11 - Slab Placing	\$64,000.00	\$64,000.00		\$0.00	\$0.00	\$64,000.00	100.0%	\$0.00	\$6,400.00	\$0.00	\$57,600.00
000000244	Level 11 - Slab Stripping	\$100,000.00	\$100,000.00		\$0.00	\$0.00	\$100,000.00	100.0%	\$0.00	\$10,000.00	\$0.00	\$90,000.00
000000245	Level 11 - Slab Finishing	\$20,000.00	\$19,601.51	\$0.00		\$0.00	\$19,601.51	98.0%	\$398.49	\$1,960.16	\$0.00	\$17,641.35
000000246	Level 11 - Slab Quality Check	\$16,000.00	\$15,681.21	\$0.00		\$0.00	\$15,681.21	98.0%	\$318.79	\$1,568.13	\$0.00	\$14,113.08
000000247	Level 11 - Vert Forming	\$150,000.00	\$150,000.00		\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$15,000.00	\$0.00	\$135,000.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT AMOUNT	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I HOLDBACK	J HOLDBACK RELEASED THIS PERIOD	K NET AMOUNT TO DATE (G - I)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
000000248	Level 11 - Vert Placing	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100.0%	\$0.00	\$1,600.00	\$0.00	\$14,400.00
000000249	Level 11 - Vert Stripping	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0%	\$0.00	\$2,500.00	\$0.00	\$22,500.00
000000250	Level 11 - Vert Finishing	\$5,000.00	\$4,948.08	\$25.96	\$0.00	\$4,974.04	99.5%	\$25.96	\$497.41	\$0.00	\$4,476.63
000000251	Level 11 - Vert Quality Check	\$4,000.00	\$3,958.46	\$20.77	\$0.00	\$3,979.23	99.5%	\$20.77	\$397.90	\$0.00	\$3,581.33
000000252	Level 11 - Core Forming	\$224,000.00	\$224,000.00	\$0.00	\$0.00	\$224,000.00	100.0%	\$0.00	\$22,400.00	\$0.00	\$201,600.00
000000253	Level 11 - Core Placing	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100.0%	\$0.00	\$2,400.00	\$0.00	\$21,600.00
000000254	Level 11 - Core Stripping	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	100.0%	\$0.00	\$3,800.00	\$0.00	\$34,200.00
000000255	Level 11 - Core Finishing	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.0%	\$0.00	\$800.00	\$0.00	\$7,200.00
000000256	Level 11 - Core Quality Check	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.0%	\$0.00	\$600.00	\$0.00	\$5,400.00
000000257	Level 12 - Slab Forming	\$600,000.00	\$600,000.00	\$0.00	\$0.00	\$600,000.00	100.0%	\$0.00	\$60,000.00	\$0.00	\$540,000.00
000000258	Level 12 - Slab Placing	\$64,000.00	\$64,000.00	\$0.00	\$0.00	\$64,000.00	100.0%	\$0.00	\$6,400.00	\$0.00	\$57,600.00
000000259	Level 12 - Slab Stripping	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100.0%	\$0.00	\$10,000.00	\$0.00	\$90,000.00
000000260	Level 12 - Slab Finishing	\$20,000.00	\$19,602.38	\$218.20	\$0.00	\$19,820.58	99.1%	\$179.42	\$1,982.06	\$0.00	\$17,838.52
000000261	Level 12 - Slab Quality Check	\$16,000.00	\$15,681.90	\$174.57	\$0.00	\$15,856.47	99.1%	\$143.53	\$1,585.64	\$0.00	\$14,270.83
000000262	Level 12 - Core Forming	\$93,000.00	\$93,000.00	\$0.00	\$0.00	\$93,000.00	100.0%	\$0.00	\$9,300.00	\$0.00	\$83,700.00
000000263	Level 12 - Core Placing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$10,000.00	\$0.00	\$0.00	\$0.00
000000264	Level 12 - Core Stripping	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$15,000.00	\$0.00	\$0.00	\$0.00
000000265	Level 12 - Core Finishing	\$4,000.00	\$239.81	\$0.00	\$0.00	\$239.81	6.0%	\$3,760.19	\$23.98	\$0.00	\$215.83
000000266	Level 12 - Core Quality Check	\$3,000.00	\$179.86	\$0.00	\$0.00	\$179.86	6.0%	\$2,820.14	\$17.98	\$0.00	\$161.88
000000267	Roof at Elevator Overrun	\$75,000.00	\$46,350.00	\$0.00	\$0.00	\$46,350.00	61.8%	\$28,650.00	\$4,635.00	\$0.00	\$41,715.00
000000268	Roof Level - Slab	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.0%	\$0.00	\$4,000.00	\$0.00	\$36,000.00
000000269	Demobilization	\$100,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	50.0%	\$50,000.00	\$5,000.00	\$0.00	\$45,000.00
000000270	Credit for Bi-Weekly Payments	\$(225,000.00)	\$(223,854.86)	\$(79.38)	\$0.00	\$(223,934.24)	99.5%	\$(1,065.76)	\$(22,393.45)	\$0.00	\$(201,540.79)
000000271	Fix Rev001 Coding 50% Payment Bond Coding	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$225,000.00	100.0%	\$0.00	\$22,500.00	\$0.00	\$202,500.00

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D		E	F	G		H	I	J	K
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
0000000272	Fix Rev001 Coding 50% Payment Bond Coding	\$(225,000.00)	\$(225,000.00)	\$0.00	\$0.00	\$0.00	\$(225,000.00)	100.0%	\$0.00	\$(22,500.00)	\$0.00	\$(202,500.00)
0000000273	Fix Rev001 Coding 50% Performance Bond Coding	\$(1,057,143.00)	\$(1,057,143.00)	\$0.00	\$0.00	\$0.00	\$(1,057,143.00)	100.0%	\$0.00	\$(105,714.30)	\$0.00	\$(951,428.70)
0000000274	Fix Rev001 Coding 50% Performance Bond Coding	\$1,057,143.00	\$1,057,143.00	\$0.00	\$0.00	\$0.00	\$1,057,143.00	100.0%	\$0.00	\$105,714.30	\$0.00	\$951,428.70
	<b>Subtotal Base Contract</b>	\$66,572,600.00	\$66,253,802.53	\$23,633.50	\$0.00	\$0.00	\$66,277,436.03	99.6%	\$295,163.97	\$6,627,743.63	\$0.00	\$59,649,692.40
001000005	Correct 50% Payment bond coding	\$(225,000.00)	\$(225,000.00)	\$0.00	\$0.00	\$0.00	\$(225,000.00)	100.0%	\$0.00	\$(22,500.00)	\$0.00	\$(202,500.00)
001000006	Correct 50% Performance bond coding	\$(422,857.00)	\$(422,857.00)	\$0.00	\$0.00	\$0.00	\$(422,857.00)	100.0%	\$0.00	\$(42,285.70)	\$0.00	\$(380,571.30)
001000007	Correct 50% Payment bond coding	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00	100.0%	\$0.00	\$22,500.00	\$0.00	\$202,500.00
001000008	Correct 50% Performance bond coding	\$422,857.00	\$422,857.00	\$0.00	\$0.00	\$0.00	\$422,857.00	100.0%	\$0.00	\$42,285.70	\$0.00	\$380,571.30
002000013	CRX0152 S&I Shotcrete Shoring - Level P4 Excavation Walls	\$26,200.00	\$26,200.00	\$0.00	\$0.00	\$0.00	\$26,200.00	100.0%	\$0.00	\$2,620.00	\$0.00	\$23,580.00
003000014	CRX-0234 Wet Curing for Below Wet Curing Labour for Level P4	\$23,359.00	\$23,359.00	\$0.00	\$0.00	\$0.00	\$23,359.00	100.0%	\$0.00	\$2,335.90	\$0.00	\$21,023.10
003000015	CRX-0234 Wet Curing for Below Wet Curing Labour for Level P3	\$32,021.50	\$32,021.50	\$0.00	\$0.00	\$0.00	\$32,021.50	100.0%	\$0.00	\$3,202.15	\$0.00	\$28,819.35
003000016	CRX-0234 Wet Curing for Below Wet Curing Labour for Level P2	\$37,294.25	\$37,294.25	\$0.00	\$0.00	\$0.00	\$37,294.25	100.0%	\$0.00	\$3,729.43	\$0.00	\$33,564.82
003000017	CRX-0234 Wet Curing for Below Wet Curing Labour for Level P1	\$33,514.25	\$33,514.25	\$0.00	\$0.00	\$0.00	\$33,514.25	100.0%	\$0.00	\$3,351.42	\$0.00	\$30,162.83
004000018	CRX-0340 Shotcrete Shoring for Formwork Subgrade	\$8,100.00	\$8,100.00	\$0.00	\$0.00	\$0.00	\$8,100.00	100.0%	\$0.00	\$810.00	\$0.00	\$7,290.00
004000019	CRX-0341 Concrete Structure Schedule Acceleration	\$1,889,760.00	\$1,889,760.00	\$0.00	\$0.00	\$0.00	\$1,889,760.00	100.0%	\$0.00	\$188,976.00	\$0.00	\$1,700,784.00
005000020	CRX-0110 MDRD Expansion - Re-Design & Construction	\$90,085.00	\$90,085.00	\$0.00	\$0.00	\$0.00	\$90,085.00	100.0%	\$0.00	\$9,008.50	\$0.00	\$81,076.50

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A	B	C	D	E		F	G		H	I	J	K
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)				
0050000210	CRX-0373 SI-0092 - L1 Loading Bay - Forming	\$721,358.00	\$721,358.00	\$0.00	\$0.00	\$0.00	\$721,358.00	100.0%	\$0.00	\$72,135.80	\$0.00	\$649,222.20
0050000211	CRX-0373 SI-0092 - L1 Loading Bay - Placing	\$76,945.00	\$76,945.00	\$0.00	\$0.00	\$0.00	\$76,945.00	100.0%	\$0.00	\$7,694.51	\$0.00	\$69,250.49
0050000212	CRX-0373 SI-0092 - L1 Loading Bay - Stripping	\$120,227.00	\$120,227.00	\$0.00	\$0.00	\$0.00	\$120,227.00	100.0%	\$0.00	\$12,022.71	\$0.00	\$108,204.29
0050000213	CRX-0373 SI-0092 - L1 Loading Bay - Finishing	\$24,045.00	\$17,842.75	\$0.00	\$0.00	\$0.00	\$17,842.75	74.2%	\$6,202.25	\$1,784.28	\$0.00	\$16,058.47
0050000214	CRX-0373 SI-0092 - L1 Loading Bay - Quality Check	\$19,236.00	\$13,274.20	\$0.00	\$0.00	\$0.00	\$13,274.20	69.0%	\$5,961.80	\$1,327.42	\$0.00	\$11,946.78
0050000215	CRX-0373 SI-0092 - L1 Loading Bay - Formwork Rentals	\$459,021.00	\$459,021.00	\$0.00	\$0.00	\$0.00	\$459,021.00	100.0%	\$0.00	\$45,902.10	\$0.00	\$413,118.90
0050000216	CRX-0373 SI-0092 - L1 Loading Bay - Equipment	\$121,775.00	\$121,775.00	\$0.00	\$0.00	\$0.00	\$121,775.00	100.0%	\$0.00	\$12,177.50	\$0.00	\$109,597.50
0050000217	CRX-0373 SI-0092 - L1 Loading Bay - Materials	\$152,696.00	\$152,696.00	\$0.00	\$0.00	\$0.00	\$152,696.00	100.0%	\$0.00	\$15,269.60	\$0.00	\$137,426.40
005000022	CRX-0375 Back Charge - Heater Damage Cool Air Rentals Ltd.	\$(4,153.14)	\$(4,153.14)	\$0.00	\$0.00	\$0.00	\$(4,153.14)	100.0%	\$0.00	\$(415.31)	\$0.00	\$(3,737.83)
005000023	CRX-0415 Back Charge - Scanning to Locate Rebar for Splices	\$(1,093.75)	\$(1,093.75)	\$0.00	\$0.00	\$0.00	\$(1,093.75)	100.0%	\$0.00	\$(109.38)	\$0.00	\$(984.37)
005000024	CRX-0445 P4-P2 Wall Bracing in Formwork Subtrade	\$14,729.90	\$14,729.90	\$0.00	\$0.00	\$0.00	\$14,729.90	100.0%	\$0.00	\$1,472.99	\$0.00	\$13,256.91
005000025	CRX-0446 Snow Clearing - Nov-Dec 2022	\$88,499.13	\$88,499.13	\$0.00	\$0.00	\$0.00	\$88,499.13	100.0%	\$0.00	\$8,849.91	\$0.00	\$79,649.22
005000026	CRX-0447 Heating & Hoarding Nov-Dec 2022	\$180,884.31	\$180,884.31	\$0.00	\$0.00	\$0.00	\$180,884.31	100.0%	\$0.00	\$18,088.43	\$0.00	\$162,795.88
006000027	Fix Cost Code: Wet Curing Below Grade Slabs - P4	\$(23,359.00)	\$(23,359.00)	\$0.00	\$0.00	\$0.00	\$(23,359.00)	100.0%	\$0.00	\$(2,335.90)	\$0.00	\$(21,023.10)
006000028	Revised Cost Code: Wet Curing Below Grade Slabs - P4	\$23,359.00	\$23,359.00	\$0.00	\$0.00	\$0.00	\$23,359.00	100.0%	\$0.00	\$2,335.90	\$0.00	\$21,023.10

Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 83

Contractor's signed certification is attached.

APPLICATION DATE: 10/31/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2024

Use Column I on Contracts where holdback for line items may apply.

PROJECT NAME: New St. Paul's Hospital Ph 1A

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT AMOUNT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I HOLDBACK THIS PERIOD	J HOLDBACK RELEASED THIS PERIOD	K NET AMOUNT TO DATE (G - I)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
006000029	Fix Cost Code: Wet Curing Below Grade Slabs - P3	\$(32,021.50)	\$(32,021.50)	\$0.00	\$0.00	\$0.00	\$(32,021.50)	100.0%	\$0.00	\$(3,202.15)	\$0.00	\$(28,819.35)
006000030	Revised Cost Code: Wet Curing Below Grade Slabs - P3	\$32,021.50	\$32,021.50	\$0.00	\$0.00	\$0.00	\$32,021.50	100.0%	\$0.00	\$3,202.15	\$0.00	\$28,819.35
006000031	Fix Cost Code: Wet Curing Below Grade Slabs - P2	\$(37,294.25)	\$(37,294.25)	\$0.00	\$0.00	\$0.00	\$(37,294.25)	100.0%	\$0.00	\$(3,729.43)	\$0.00	\$(33,564.82)
006000032	Revised Cost Code: Wet Curing Below Grade Slabs - P2	\$37,294.25	\$32,911.35	\$0.00	\$0.00	\$0.00	\$32,911.35	88.2%	\$4,382.90	\$3,291.14	\$0.00	\$29,620.21
006000033	Fix Cost Code: Wet Curing Below Grade Slabs - P1	\$(33,514.25)	\$(33,514.25)	\$0.00	\$0.00	\$0.00	\$(33,514.25)	100.0%	\$0.00	\$(3,351.43)	\$0.00	\$(30,162.82)
006000034	Revised Cost Code: Wet Curing Below Grade Slabs - P1	\$33,514.25	\$6,128.61	\$0.00	\$0.00	\$0.00	\$6,128.61	18.3%	\$27,385.64	\$612.86	\$0.00	\$5,515.75
006000035	Fix Cost Code: Snow Clearing - Nov-Dec 2022	\$(88,499.13)	\$(88,499.13)	\$0.00	\$0.00	\$0.00	\$(88,499.13)	100.0%	\$0.00	\$(8,849.91)	\$0.00	\$(79,649.22)
006000036	Revised Cost Code: Snow Clearing - Nov-Dec 2022	\$88,499.13	\$88,499.13	\$0.00	\$0.00	\$0.00	\$88,499.13	100.0%	\$0.00	\$8,849.91	\$0.00	\$79,649.22
006000037	Fix Cost Code: Heating & Hording - Nov-Dec 2022	\$(180,884.31)	\$(180,884.31)	\$0.00	\$0.00	\$0.00	\$(180,884.31)	100.0%	\$0.00	\$(18,088.43)	\$0.00	\$(162,795.88)
006000038	Revised Cost Code: Heating & Hording - Nov-Dec 2022	\$180,884.31	\$180,884.31	\$0.00	\$0.00	\$0.00	\$180,884.31	100.0%	\$0.00	\$18,088.43	\$0.00	\$162,795.88
006000039	CRX-0665 Heating & Hording Costs - Jan-Mar 2023	\$186,995.00	\$186,995.00	\$0.00	\$0.00	\$0.00	\$186,995.00	100.0%	\$0.00	\$18,699.50	\$0.00	\$168,295.50
006000040	CRX-0666 Snow Clearing Costs - Jan-Mar 2023	\$42,736.38	\$42,736.38	\$0.00	\$0.00	\$0.00	\$42,736.38	100.0%	\$0.00	\$4,273.64	\$0.00	\$38,462.74
007000041	CRX-0393 P1 Suspended 8B Deficient Concrete	\$14,652.22	\$14,652.22	\$0.00	\$0.00	\$0.00	\$14,652.22	100.0%	\$0.00	\$1,465.22	\$0.00	\$13,187.00
007000042	CRX-0665.1 Heating & Hoarding - Oct/23-Jan/24	\$334,614.38	\$334,614.38	\$0.00	\$0.00	\$0.00	\$334,614.38	100.0%	\$0.00	\$33,461.44	\$0.00	\$301,152.94
007000043	CRX-0666.1 Snow Clearing - Oct/23-Mar/24	\$3,907.00	\$3,907.00	\$0.00	\$0.00	\$0.00	\$3,907.00	100.0%	\$0.00	\$390.70	\$0.00	\$3,516.30

# Continuation Sheet - Trilogy Concrete 2021 Ltd.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where holdback for line items may apply.

APPLICATION NO: 83

APPLICATION DATE: 10/31/2024

PERIOD TO: 10/31/2024

PROJECT NAME: New St. Paul's Hospital Ph 1A

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT AMOUNT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I HOLDBACK THIS PERIOD	J HOLDBACK RELEASED THIS PERIOD	K NET AMOUNT TO DATE (G - I)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)				
0080000044	CRX-0517 QUA-0105 - Chipping Concrete P2 Loading Dock	\$1,770.56	\$0.00	\$1,770.56	\$0.00	\$0.00	\$1,770.56	100.0%	\$0.00	\$177.06	\$0.00	\$1,593.50
0080000045	CRX-0562 QUA-0158 - Loading Dock Concrete Batching Error	\$11,012.84	\$0.00	\$11,012.84	\$0.00	\$0.00	\$11,012.84	100.0%	\$0.00	\$1,101.28	\$0.00	\$9,911.56
0080000046	CRX-0603 QUA-0171 - P1 Incorrect Hook Dowels	\$4,918.28	\$0.00	\$4,918.28	\$0.00	\$0.00	\$4,918.28	100.0%	\$0.00	\$491.83	\$0.00	\$4,426.45
0080000047	CRX-0609 A&O-018 CSRC Future Bridge Connections L7 & L8	\$2,985.00	\$0.00	\$2,985.00	\$0.00	\$0.00	\$2,985.00	100.0%	\$0.00	\$298.50	\$0.00	\$2,686.50
0080000048	CRX-0665.2 Trilogy Heating & Hoarding Feb-Apr 2024	\$247,365.63	\$0.00	\$247,365.63	\$0.00	\$0.00	\$247,365.63	100.0%	\$0.00	\$24,736.56	\$0.00	\$222,629.07
0080000049	CRX-0930.2 BC Hydro Duct Bank - Concrete Form & Place	\$19,383.50	\$0.00	\$19,383.50	\$0.00	\$0.00	\$19,383.50	100.0%	\$0.00	\$1,938.35	\$0.00	\$17,445.15
0080000050	CRX-1047 L9 SUSP 9 Chipping	\$3,331.00	\$0.00	\$3,331.00	\$0.00	\$0.00	\$3,331.00	100.0%	\$0.00	\$333.10	\$0.00	\$2,997.90
0080000051	CRX-1048 P2 Cooler/Freezer Deep Infills	\$23,459.65	\$0.00	\$23,459.65	\$0.00	\$0.00	\$23,459.65	100.0%	\$0.00	\$2,345.97	\$0.00	\$21,113.68
0080000052	CRX-1134 Trilogy - Rained Out Rained Out Slab Repair #1B	\$4,890.40	\$0.00	\$4,890.40	\$0.00	\$0.00	\$4,890.40	100.0%	\$0.00	\$489.04	\$0.00	\$4,401.36
	<b>Subtotal Revisions</b>	\$5,016,525.29	\$4,653,475.84	\$319,116.86	\$0.00	\$0.00	\$4,972,592.70	99.1%	\$43,932.59	\$497,259.29	\$0.00	\$4,475,333.41
	<b>GRAND TOTALS</b>	\$71,589,125.29	\$70,907,278.37	\$342,750.36	\$0.00	\$0.00	\$71,250,028.73	99.5%	\$339,096.56	\$7,125,002.92	\$0.00	\$64,125,025.81

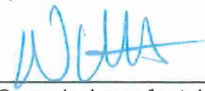
**William Clark (3218) - 14Flr**

---

**To:** Bryan Gibbons (3152) - 14Flr  
**Subject:** RE: PCL / Trilogy holdback

**From:** Laudan, Dirk H. <[DLaudan@blg.com](mailto:DLaudan@blg.com)>  
**Sent:** Thursday, November 14, 2024 3:41 PM  
**To:** Bryan Gibbons (3152) - 14Flr <[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)>  
**Cc:** [jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca); Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>  
**Subject:** RE: PCL / Trilogy holdback

This is Exhibit "N" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Bryan

I do not yet have the exact figures, but my understanding is that it will be in the range of \$5.9 million.

Regards

**Dirk Laudan**

Partner

T (604) 640-4154 | M (604) 512-6203 | [dlaudan@blg.com](mailto:dlaudan@blg.com)

Borden Ladner Gervais LLP

**BLG** | Calgary | Vancouver | Montreal | Ottawa | Toronto

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**From:** Bryan Gibbons <[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)>  
**Sent:** Thursday, November 14, 2024 11:02 AM  
**To:** Laudan, Dirk H. <[DLaudan@blg.com](mailto:DLaudan@blg.com)>  
**Cc:** [jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca); Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>  
**Subject:** RE: PCL / Trilogy holdback

[External / Externe]

Dirk,

How much net funds will be flowing?

Bryan Gibbons\* | Partner  
Lawson Lundell LLP  
D 604.631.9152 | F 604.694.2958  
\*Law Corporation

**From:** Laudan, Dirk H. <[DLaudan@blg.com](mailto:DLaudan@blg.com)>  
**Sent:** Thursday, November 14, 2024 10:52 AM  
**To:** Bryan Gibbons (3152) - 14Flr <[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)>  
**Cc:** [jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca); Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>  
**Subject:** PCL / Trilogy holdback  
**Importance:** High

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

---

Bryan

I am instructed that the date for holdback release by PCL to Trilogy is **Monday, 18 November 2024**. I am confirming that proper certification of completion has been made. PCL intends to make payment to Trilogy on that date, net of a significant backcharge, an amount to be paid directly to one of Trilogy's subcontractors, and potentially a retainage to cover ongoing legal fees. I do not have the amount of the set-off at hand but will transmit them to you.

I am in meetings between now and 1:00 p.m. but will be available after that time.

Regards

**Dirk Laudan**

**Partner**

T (604) 640-4154 | M (604) 512-6203 | [dlaudan@blg.com](mailto:dlaudan@blg.com)

**Borden Ladner Gervais LLP**

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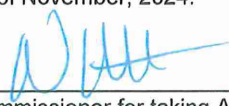
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Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

This is Exhibit "O" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.



A Commissioner for taking Affidavits  
within British Columbia.

Peter J. Roberts, K.C.  
D: 604.631.9158  
F: 604.669.1620  
proberts@lawsonlundell.com

November 14, 2024

DELIVERED VIA EMAIL  
[DLaudan@blg.com](mailto:DLaudan@blg.com)

PCL Construction Inc.  
c/o/ Borden Ladner Gervais LLP  
Waterfront Centre – 200 Burrard Street #1200,  
Vancouver, B.C. V7X 1T2

Attention: Dirk Laudan

**Re: In the Matter of the Receivership of Whitewater Concrete Ltd. ("Concrete"), Whitewater Developments Ltd. ("Developments" and together with Concrete, "Whitewater") and 145 Golden Drive Ltd. and the project (the "St. Paul's Project") at 1002 Station St. Vancouver, British Columbia**

As you are aware, we are counsel for the Receiver. We write further to our letter dated November 7, 2024 (the "**Initial Letter**"), a copy of which is enclosed for your reference, including the Receivership Order dated July 3, 2024 (the "**Receivership Order**"). Capitalized terms used in this letter have the meaning given to them in our original correspondence to you.

As you were advised in the Initial Letter, you were required you to provide the Receiver with particulars and supporting documentation respecting the Sub-Contract, or any replacement contract, including an accounting of all funds paid or to be paid pursuant thereto. The Receiver is lawfully entitled to seek this information and PCL Construction Inc. ("**PCL**") is obliged to provide it pursuant to the terms of the Receivership Order. PCL has failed or refused to provide the requested information. This failure by PCL to abide by the terms of the Receivership Order is conduct that puts PCL in contempt of court and may result in court imposed sanctions.

The Receiver has now learned that PCL intends to release the Holdback Funds (approx. \$5.9 million) to Trilogy on Monday, November 18, 2024. In the Initial Letter, the Receiver requested that PCL not release the Holdback Funds until such time as the Receiver had an opportunity to review the required disclosure from PCL. The Receiver asserts a claim under the Receivership Order to an interest in all the Holdback Funds. We again request that PCL not pay out the Holdback Funds without the prior written consent of the Receiver give the Receiver's legal interest in the Holdback Funds.

The Receiver also puts PCL on notice that to the extent PCL pays out the Holdback Funds without the prior written consent of the Receiver, the Receiver shall seek to recover those amounts from PCL directly.

This letter is to advise PCL that the Receiver will be bringing an urgent application to Court in these receivership proceedings for an order compelling PCL to provide the requested information and preventing the release of the Holdback Funds by PCL to Trilogy. The Receiver will also seek a costs award against PCL, on a full-indemnity basis, as a result of PCL's failure to comply with the Receivership Order.

Please note that the Receiver may reconsider its position if you immediately provide the Receiver with the quantum of the Holdback Funds and, in addition, agree to:

1. Immediately interplead the Holdback Funds into court to the credit of the receivership proceedings; or
2. agree to hold the Holdback Funds in trust either a court order in the receivership proceedings or the written consent of the Receiver.

As this is a matter of considerable importance and urgency, we look forward to hearing from PCL immediately.

Yours very truly,

LAWSON LUNDELL LLP



Peter J. Roberts, K.C.

cc. PCL Construction Inc. (Attn: Nick Willis – Regional Legal Counsel)  
Deloitte Restructuring Inc. (Attn: Jeff Keeble)  
cc. Fasken Martineau DuMoulin LLP (Attn: Kibben Jackson),  
counsel for Royal Bank of Canada

Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

November 14, 2024

DELIVERED VIA EMAIL  
[markh@trilogy.ca](mailto:markh@trilogy.ca) &  
[steve@syberconcreteforming.com](mailto:steve@syberconcreteforming.com)

Peter J. Roberts, K.C.  
D: 604.631.9158  
F: 604.669.1620  
[proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com)

Trilogy Concrete Ltd.	Syber Concrete Forming Ltd.
4336 Lougheed Hwy.	102 – 26620 56 Avenue
Burnaby, BC, V5C 3Y8	Langley, BC, V4W 3X5

**Re: In the Matter of the Receivership of Whitewater Concrete Ltd. ("Concrete"), Whitewater Developments Ltd. ("Developments" and together with Concrete, "Whitewater") and 145 Golden Drive Ltd.**

We are counsel for Deloitte Restructuring Inc. (the "**Receiver**") in its capacity as Receiver of certain assets and property of Whitewater. We enclose a copy of the Receivership Order dated July 2024 (the "**Receivership Order**") for your reference.

The Receiver understands that the concrete sub-contract (the "**Sub-Contract**") with respect to the St. Paul's Project is between PCL Construction Inc. ("**PCL**"), as general contractor, and Trilogy Concrete Ltd. ("**Trilogy**"). The Receiver further understands that Trilogy is a partnership between Whitewater and Syber Concrete Forming Ltd. ("**Syber**") that was created specifically for the St. Paul's Project.

On approximately 20 separate occasions, the Receiver has requested that Trilogy produce information regarding the St. Paul's Project, including particulars and supporting documentation respecting the Sub-Contract, or any replacement contract, including an accounting of all funds paid or to be paid pursuant thereto. The terms of the Receivership Order (see s. 5) compel Trilogy to provide this information to the Receiver. To date, Trilogy has failed or refused to provide the requested information. This failure by Trilogy to abide by the terms of the Receivership Order is conduct that puts Trilogy (and its directors) in contempt of court and may result in court imposed sanctions.

In addition, the Receiver has now learned that PCL plans to pay certain holdback funds (the "**Holdback Funds**") to Trilogy on Monday, November 18, 2024.

This letter is to put Trilogy on notice that the Receiver will be bringing an urgent application to Court in the receivership proceeding for an order compelling Trilogy and Syber to provide the requested information and preventing the release of the Holdback Funds to Trilogy. The Receiver

will also seek a costs award against both Trilogy and Syber, on a full-indemnity basis, as a result of the failure to comply with the Receivership Order.

Please note that the Receiver may reconsider its position if Trilogy immediately and irrevocably directs PCL in writing to:

1. interplead the Holdback Funds into court to the credit of the receivership proceedings; or
2. authorize PCL to pay the Holdback Funds to the Receiver in trust until either further court order in the receivership proceedings or an agreement in writing between Trilogy and the Receiver as to the disposition of the Holdback Funds.

As this is a matter of considerable importance and urgency, we look forward to hearing from Trilogy and Syber immediately.

Yours very truly,

LAWSON LUNDELL LLP

  
Peter J. Roberts, K.C

cc. Deloitte Restructuring Inc. (Attn: Jeff Keeble)  
cc. Fasken Martineau DuMoulin LLP (Attn: Kibben Jackson),  
counsel for Royal Bank of Canada



**William Clark (3218) - 14Flr**

**From:** Steve Beaton - Syber <[steve@syberconcreteforming.com](mailto:steve@syberconcreteforming.com)>

**Sent:** Friday, November 15, 2024 2:07 PM

**To:** Noor Mann (3161) - 14Flr <[nmann@lawsonlundell.com](mailto:nmann@lawsonlundell.com)>; [markh@trilogy.ca](mailto:markh@trilogy.ca)

**Cc:** Peter Roberts (3158) - 14Flr <[proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com)>; Bryan Gibbons (3152) - 14Flr

<[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)>; Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>; [jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca)

**Subject:** RE: In the Matter of the Receivership of Whitewater Concrete Ltd., Whitewater Developments Ltd., 145 Golden Drive Ltd. and the project at 1002 Station St. Vancouver, British Columbia

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Good afternoon,

We have reviewed the letter dated November 14, 2024, from the Receiver of the Whitewater companies. The Receiver has requested information regarding the New St. Paul's Project, including details and supporting documentation concerning the Sub-Contract, any replacement contract, and an accounting of all funds paid or payable under those agreements.

We must clarify that the Receiver's assertion that Trilogy is a partnership between Whitewater and Syber is incorrect. Trilogy is a limited liability company with corporate shareholders, and Syber holds no beneficial or legal interest in Trilogy.

Syber is a supplier of goods and services to the New St. Paul's Project and operates as a subcontractor to Trilogy. Furthermore, Syber is not privy to the requested information and has no means of providing it. As such, there is no legal obligation to furnish any additional information beyond the clarification provided herein.

Regards,

*Regards,*

Steve Beaton  
President

604 230-7858 - Cell

604 513-5717 - Main Office

604 513-5718 - Fax Line

Unit 102 26620 56th Ave Langley, B.C. V4N 3X5

[steve@syberconcreteforming.com](mailto:steve@syberconcreteforming.com)



This is Exhibit "P" referred to in the affidavit of Jeff Keeble sworn before me at Vancouver, British Columbia, this 15 day of November, 2024.

A handwritten signature in blue ink, appearing to be "D. W.", is written over a horizontal line.

A Commissioner for taking Affidavits  
within British Columbia.

**From:** Noor Mann <[nmann@lawsonlundell.com](mailto:nmann@lawsonlundell.com)>

**Sent:** Thursday, November 14, 2024 5:20 PM

**To:** [markh@trilogy.ca](mailto:markh@trilogy.ca); Steve Beaton - Syber <[steve@syberconcreteforming.com](mailto:steve@syberconcreteforming.com)>

**Cc:** Peter Roberts <[proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com)>; Bryan Gibbons <[bgibbons@lawsonlundell.com](mailto:bgibbons@lawsonlundell.com)>; Butt, Kaleb <[kbutt@deloitte.ca](mailto:kbutt@deloitte.ca)>; [jkeeble@deloitte.ca](mailto:jkeeble@deloitte.ca)

**Subject:** In the Matter of the Receivership of Whitewater Concrete Ltd., Whitewater Developments Ltd., 145 Golden Drive Ltd. and the project at 1002 Station St. Vancouver, British Columbia

You don't often get email from [nmann@lawsonlundell.com](mailto:nmann@lawsonlundell.com). [Learn why this is important](#)

Good evening,

Please see attached our letter and enclosure of today's date.

Thank you,



**NOOR MANN** (he/him) | Associate

D 604.631.9161 | F 604.669.1620 | E [nmann@lawsonlundell.com](mailto:nmann@lawsonlundell.com)

LAWSON LUNDELL LLP 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2

Vancouver | Calgary | Yellowknife | Kelowna



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