

SCHEDULE 11

INSURANCE REQUIREMENTS

SECTION A - DEFINITIONS

A1. Capitalized Terms

A1.1 Capitalized terms used in this Schedule 11 have the meanings set out in the Project Agreement, unless otherwise expressed in this Schedule 11.

SECTION B - GENERAL INSURANCE REQUIREMENTS

B1. Insurance Act

B1.1 All insurance policies must comply with *The Insurance Act* (Manitoba).

B2. No Limit on Obligations

B2.1 The insurance forms and limits listed below are presented as minimum requirements that Project Co must provide, without in any way limiting Project Co's obligations or liabilities under the Project Agreement.

B3. Premiums and Deductibles/Waiting Periods

B3.1 Project Co shall be responsible for payment of all premiums and deductibles/waiting periods where policies are purchased by Project Co except that the City shall, where the damage is directly caused by the City or a City Party, and provided that Project Co has made a claim under Project Co's insurance, pay the actual deductible applicable to the claim pursuant to Project Co's insurance. Deductible amounts and waiting periods will be disclosed to the City.

B3.2 The City shall be responsible for payment of all premiums and deductibles/waiting periods where policies are purchased by the City unless the loss arising in the deductible/waiting period shall have been caused by Project Co parties.

B3.3 All deductibles/waiting periods noted herein will be the maximum allowed on each individual policy. Project Co may elect to have lower deductibles on its own account.

SECTION C - PROJECT CO REQUIRED INSURANCE

C1. Project Co Required Insurance during the Construction Period

C1.1 Project Co shall purchase and maintain or cause to be purchased and maintained in full force at all times, from Commercial Close until the Substantial Completion Date:

- (a) Project specific general liability wrap-up insurance in an amount not less than \$75,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$75,000,000. Aggregate limit can be achieved through primary or umbrella liability insurance. Such policy shall

include the Stadium Access Works from the date of the first Early Access Event to the Substantial Completion Date. The insured parties under the policy shall include Project Co, the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns, the Construction Contractor, all consultants, sub-consultants, subcontractors, and required Lenders. Canadian National Railway, Manitoba Hydro, the Province of Manitoba, PPP Canada Inc. and the University of Manitoba will be added as additional named insureds to this policy with respect to their respective land in accordance with any such requirements detailed in the applicable agreement. Subrogation will be waived against all insureds except for any losses arising from professional services rendered by consultants or sub-consultants. The maximum deductible under this policy will be \$100,000 per occurrence. Such insurance shall include but not be limited to:

- I. products and completed operations liability; the completed operations liability coverage shall remain in effect for a total period of three years after Substantial Completion;
- II. owner's and contractor's protective liability;
- III. blanket written contractual liability;
- IV. contingent employer's liability;
- V. personal injury liability;
- VI. non-owned automobile liability;
- VII. cross liability;
- VIII. employees as additional insureds;
- IX. broad form property damage endorsement;
- X. operation of attached machinery;
- XI. sudden and accidental pollution, (as per IBC 2313 or similar) (240 hours/240 hours); and
- XII. blasting, demolition, pile driving, caisson work, tunnelling or the removal or weakening of support of any property, building, or land, whether such support be natural or otherwise;
- XIII. non-vitiation clause;
- XIV. elevator and hoist liability;
- XV. towing/on hook coverage; and
- XVI. unlicensed motor vehicle liability.

- (b) Course of construction insurance in the form of an "all risks" builder's risk policy(s) covering all property forming part of the Project including the New Infrastructure. The course of construction policy(s) shall insure the New Infrastructure to amounts not less than their replacement cost. Such policy will include the Stadium Access Works from the date of the first Early Access Event to the Substantial Completion Date. The Insureds on the policy shall include Project Co, the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns, the Province of Manitoba, PPP Canada Inc., the Construction Contractor, the Lenders' Agent, all consultants, sub-consultants, whether named or unnamed in the policy and all others having an insurable interest in the Project. The City as a named insured must have the right to make a claim directly to the insurer. This policy shall be endorsed to include testing and commissioning and boiler and machinery with respect to the Stadium Access Works and shall continue until all components of the works are complete. Subrogation will be waived against all insureds except for any loss arising from professional services rendered by the consultants or sub-consultants. The policy will contain:
- (i) delay in start-up cover for a minimum of 12 months;
 - (ii) non-vitiation clause;
 - (iii) transit, off site, bylaws, debris removal, off premises power and professional fees for sublimits usual to the type of risk;
 - (iv) cover for flood, earthquake and sewer back up; and
 - (v) the maximum deductibles/waiting period under this policy will be
 - (A) \$100,000 per occurrence except;
 - (B) 5% of value at the time of loss subject to a minimum of \$250,000 for earthquake; and
 - (C) 30 days waiting period for delay in start-up.
- (c) Project-specific professional errors and omissions insurance, covering all Project Co's architects and engineers and other design professionals involved in the Project, in an amount not less than \$25,000,000 per claim and term aggregate. Project Co must ensure that such policy is endorsed to add by name all architects, engineers and design professional involved in the Project as additional insured. Project-specific professional errors and omissions insurance coverage shall include an extended reporting period of not less than 36 months from the Substantial Completion Date and the maximum deductible under this policy will be \$250,000.
- (d) Project specific Contractors Pollution Liability (CPL) and Pollution Legal Liability (Combined Form) insurance in the amount of at least ten million dollars (\$10,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate insuring against claims for injuries to persons or damages to property which may arise suddenly or gradually including further disruption of pre-existing conditions

from or in connection with the performance of the work by the Construction Contractor, its agents, representatives, employees or subcontractors. The insured parties under the policy shall include Project Co, the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns, the Province of Manitoba, PPP Canada Inc., all consultants, sub-consultants, Construction Contractor, subcontractors, and required Lenders. Canadian National Railway, Manitoba Hydro and University of Manitoba will be added as additional or named insureds to this policy in accordance with any such requirements detailed in the applicable agreement. The maximum deductible under this policy will be \$100,000 per occurrence. Coverage to include:

- (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - (ii) property damage including physical injury to or destruction of tangible property and the resulting loss of use thereof; loss of use of tangible property that has not been physically injured or destroyed; diminution in value; and natural resource damages;
 - (iii) clean-up costs (including restoration/replacement costs);
 - (iv) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - (v) transported cargo and non-owned disposal sites (blanket basis); and
 - (vi) an extended reporting period for 24 months following the Substantial Completion Date.
- (e) Automobile liability on all vehicles owned, operated or licensed in the name of Project Co in an amount not less than \$5,000,000 per occurrence. Project Co shall require and ensure that each of its subcontractors on the Project maintains, and provides evidence as reasonably requested by the City, of comparable insurance set forth in this Section C1.1(e) in an amount not less than \$5,000,000.
- (f) Project Co shall ensure that the Construction Contractor, all subcontractors, consultants and sub-consultants engaged by Project Co are responsible for insuring their own equipment and tools used on the Project. Subrogation under all policies will be waived against the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns and required Lenders. The minimum deductible under this policy will be \$50,000 per occurrence.
- (g) All insurance provided by Project Co shall contain endorsements confirming that the policy will not be cancelled or terminated without the insurer(s) providing a minimum 30 days prior written notice by registered mail to the City at the address set out in Section M2.4 of the Project Agreement, unless such notice is prohibited by law or regulations of a crown corporation insurer.

- (h) Project Co and/or the insurer(s) shall provide written notice by registered mail to the City at the address set out in Section M2.4 of the Project Agreement of any material changes to these required policies within 30 days of the change taking effect, unless such notice is prohibited by law or regulations of a crown corporation insurer.
- (i) Upon Commercial Close but not later than 21 days prior to commencement of Mobilization, Project Co shall provide the City with certificates of insurance, in a form satisfactory to the City Solicitor, evidencing wrap-up liability, professional liability, contractors pollution liability, automobile liability and any other insurances as detailed under Section C1 of this Schedule 11 that would be appropriate to obtain prior to Commercial Close/commencement of the Construction Period. These certificates will stipulate that the City will be notified of cancellation or termination (endeavouring to notify the City will not be acceptable) unless such notice is prohibited by law or regulations of a crown corporation insurer. Project Co shall provide certified copies of the applicable policies to the City within 60 days of Financial Close.
- (j) Prior to the actual commencement of construction, Project Co shall provide the City with certificates of insurance, in a form satisfactory to the City Solicitor, evidencing course of construction insurance as well as all other insurances required under Section C1 that have not been previously provided. These certificates will stipulate that the City will be notified of cancellation or termination (endeavouring to notify the City will not be acceptable). Project Co shall provide certified copies of the applicable policies to the City within 60 days of actual commencement of construction.
- (k) Workers Compensation coverage shall be provided and maintained from Mobilization to the Substantial Completion Date by the Construction Contractor and its subcontractors and evidence of same shall be provided to the City upon request.

SECTION D - PROJECT CO'S INSURANCE DURING THE OMR PERIOD

D1. Required OMR Period Insurance

- D1.1 Project Co shall purchase and maintain, or cause to be purchased and maintained, in full force at all times, from the Substantial Completion Date until the end of the Project Term:
 - (a) General liability insurance in an amount not less than \$50,000,000 inclusive per occurrence against bodily injury and property damage, including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$50,000,000. Aggregate limit can be achieved through primary or excess liability insurance. The City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns and Project Co are to be added as named insureds under this policy, Lenders, Canadian National Railway, Manitoba Hydro, the Province of Manitoba, PPP Canada Inc. and the University of Manitoba shall be added as required as additional insureds, for any and all claims arising out of Project Co's operations under the Project Agreement. Subrogation will be waived against all insureds except for any loss arising from professional services rendered by the

consultants or sub-consultants. The maximum deductible under this policy will be \$100,000 per occurrence. Such insurance shall include but not necessarily be limited to:

- (i) products and completed operations liability;
- (ii) owner's and contractor's protective liability;
- (iii) blanket written contractual liability;
- (iv) contingent employer's liability;
- (v) personal injury liability;
- (vi) non-owned automobile liability;
- (vii) cross liability;
- (viii) employees as additional insureds;
- (ix) broad form property damage endorsement;
- (x) operation of attached machinery; and
- (xi) sudden and accidental pollution, (as per IBC Form #2313 (240 hours/240 hours)).

and where such further risk exists:

- (xii) blasting, demolition, pile driving, caisson work, tunnelling or the removal or weakening of support of any property, building, or land, whether such support be natural or otherwise;
 - (xiii) non-vitiation clause;
 - (xiv) elevator and hoist liability;
 - (xv) towing/on hook coverage; and
 - (xvi) unlicensed motor vehicle liability.
- (b) "All Risks" property insurance covering the New Infrastructure forming part of the Project on a replacement cost basis. The replacement cost of the New Infrastructure shall be determined by Project Co acting reasonably and Project Co shall report the replacement cost to the City annually on the anniversary date of the date of Substantial Completion. The named insureds under the policy shall be Project Co, the Lenders and the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns. Loss, if any, is payable to the Lenders in accordance with the Insurance Trust Agreement. The policy shall contain a waiver of subrogation in favour of the City, its affiliates, directors, officers, employees,

officials, independent contractors, agents, subcontractors, successors and assigns and Lenders. The “all risks” insurance will not (i) contain any endorsements in favour of Lenders or the Lenders’ Agent that may be prejudicial to the City (ii) modify or endorse the Standard Mortgage Clause; nor (iii) modify or endorse the Loss Payable clause. The policy will contain:

- (i) business interruption cover for a minimum of 12 months;
- (ii) non-vitiating clause;
- (iii) transit, off site, bylaws, debris removal, off premises power and professional fees for sub-limits usual to the type of risk;
- (iv) cover for flood, earthquake and sewer back up; and
- (v) the maximum deductibles/waiting period under this policy will be
 - (A) \$100,000 per occurrence except;
 - (B) 5% of value at the time of loss subject to a minimum of \$250,000 for earthquake and flood; and
 - (C) 15 days waiting period for business interruption.

The policy may contain but be limited to the following Primary Exclusions:

- (vi) war;
 - (vii) nuclear radiation or radioactive contamination;
 - (viii) terrorism;
 - (ix) electronic data recognition; there must be an exception to the exclusion to provide coverage for resultant damage and damage not otherwise excluded;
 - (x) electronic data exclusion for damage or destruction, distortion, erasure, corruption or alteration of electronic data; and
 - (xi) computer virus or hacking exclusion.
- (c) Standard Comprehensive Boiler and Machinery insurance insuring not less than the replacement value of the New Infrastructure including business interruption cover for a minimum of 12 months. The named insureds under the policy shall be Project Co, the Lenders and the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns. Loss, if any, is payable to the Lenders in accordance with the Insurance Trust Agreement. The policy shall contain a waiver of subrogation in favour of the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns and Lenders.

- (d) Any such insurances as may be required from time to time to cover risks that arise during repair works, such as but not limited to, Installation Floater or Builder's Risk insurance with damage to existing structures endorsement, to cover major repairs to the New Infrastructure and the Existing Infrastructure.
- (e) Automobile liability on all vehicles owned, operated or licensed in the name of Project Co in an amount not less than \$5,000,000.
- (f) The OMR Provider, if applicable, and all subcontractors, consultants and sub-consultants engaged by Project Co, are responsible for insuring their own equipment and tools used on the Project. Subrogation under all policies will be waived against the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns and required Lenders. The minimum deductible under this policy will be \$50,000 per occurrence.
- (g) All insurance provided by Project Co shall contain endorsements confirming that the policy will not be cancelled or terminated without the insurer(s) providing a minimum 30 days prior written notice by registered mail to the City and any Lender(s), at the address specified by the City and the Lender(s), unless such notice is prohibited by law or the regulations of a crown corporation insurer.
- (h) Project Co and/or the insurer(s) shall provide written notice by registered mail to the City at the address set out in Section M2.4 of the Project Agreement, of any material changes to these required policies within 30 days of the change taking effect, unless such notice is prohibited by law or the regulations of a crown corporation insurer.
- (i) Project Co shall provide the City with certificates of insurance of all applicable insurance policies at least 10 Business Days prior to the commencement of the OMR Period and shall further supply renewal certificates within 10 days of their annual policy renewal during the continuance of the Project Agreement.
- (j) The City reserves the right to request and obtain certified copies of all insurance policies, acting reasonably, at any time during the Project Term.
- (k) Workers Compensation coverage shall be provided and maintained from the Substantial Completion Date to the end of the Project Term by Project Co or the OMR Provider, if applicable, and subcontractors and evidence of same shall be provided upon request.

SECTION E – SUBCONTRACTOR REQUIRED INSURANCE

E1. Subcontractor Required Insurance

E1.1 Project Co shall require and insure that:

- (a) from the date of Commercial Close and at any time thereafter when its vehicles are used in conjunction with the Project, the Construction Contractor maintains, or causes to maintain, and provides evidence as reasonably requested by the City of automobile liability on all vehicles, owned, operated or licensed in the

name of the Construction Contractor or the subcontractor, as applicable, in an amount not less than \$5,000,000 inclusive per occurrence.

- (b) from the Substantial Completion Date and at any time prior to that when their vehicles are used in conjunction with the Project, Project Co or the OMR Provider, if applicable, maintains, or causes to maintain, and provides evidence as reasonably requested by the City of automobile liability on all vehicles, owned, operated or licensed in the name of Project Co or the OMR Provider, if applicable, or the subcontractor, as applicable, in an amount not less than \$5,000,000 inclusive per occurrence.
- (c) for the Construction Period and for a period of six years thereafter, the Construction Contractor will maintain and provide annual evidence of general liability insurance with a limit of not less than \$25,000,000 per occurrence and general aggregate, applicable to all losses not insured under the wrap up liability insurance. Such policy shall include Project Co, the City, its affiliates, directors, officers, employees, officials, independent contractors, agents, subcontractors, successors and assigns, Canadian National Railways, Manitoba Hydro, University of Manitoba and the Lenders to be added as additional insureds. Subrogation will be waived against all insureds.
- (d) except where the OMR Provider is a named insured under Section D1.1(a) of Schedule 11 and such master policy covers the OMR Services, from the Substantial Completion Date to the end of the Project Term, the OMR Provider maintains and provides evidence as reasonably requested by the City of general liability insurance in an amount not less than \$25,000,000 inclusive per occurrence and in the aggregate with respect to products and completed operations, insuring against bodily injury and property damage, including loss of use thereof. Any professional liability exclusion for supervisory or inspection activities shall be limited to services provided by architects, engineers, surveyors or design professionals. Such insurance shall include but not be limited to:
 - (i) products and completed operations liability;
 - (ii) owner's and contractor's protective liability;
 - (iii) blanket written contractual liability;
 - (iv) contingent employer's liability; personal injury liability;
 - (v) non-owned automobile liability;
 - (vi) cross liability;
 - (vii) employees as additional insureds;
 - (viii) broad form property damage endorsement;
 - (ix) operation of attached machinery; and

- (x) sudden and accidental pollution, (as per IBC Form #2313 240 hours/240 hours);

and where such further risk exists:

- (xi) blasting, demolition, pile driving, caisson work, tunnelling or the removal or weakening of support of any property, building, or land, whether such support be natural or otherwise;
 - (xii) elevator and hoist liability; and
 - (xiii) towing/on hook coverage.
- (e) Workers Compensation coverage shall be provided and maintained from Mobilization to the end of the Project Term by the subcontractors and evidence of same shall be provided upon request.