

negotiate agreements setting forth the terms of their involvement with the Air Rail Link. The letter agreements between Major Stakeholders and the Qualified Respondents are herein collectively called "Stakeholder Agreement Letters" and individually called a "Stakeholder Agreement Letter". This Stakeholder Agreement Letter is the agreement between GO and the Respondent, referred to in GO letter of May 22, 2003 to Transport Canada included in Appendix 2 of the RFBC.

GO has reviewed the proposed elements of a conceptual alignment of the proposed Air Rail Link as described in such final draft, and the terms and conditions upon which the Qualified Respondents are to submit a Response to Transport Canada. GO understands that this Stakeholder Agreement Letter will form part of the RFBC.

GO understands that the role of Transport Canada is to facilitate the Process, whereby the Qualified Respondents were identified and pursuant to the criteria set forth in the RFBC, one of the Qualified Respondents may be selected by Transport Canada to be the successful respondent ("Successful Respondent"). Such selection will then permit the Successful Respondent to enter into Final Stakeholder Agreements.

GO assumes that no provision of any other Stakeholder Letter Agreement conflicts with this GO Stakeholder Letter Agreement, and GO assumes that all third party arrangements, not specifically assumed or arranged by GO, shall be provided as contemplated herein.

In consideration of the Respondent's participation in the Process and of the benefits which will accrue to GO if the Air Rail Link is financed, designed, constructed, maintained and operated by the Successful Respondent, and of the access fees to be paid to GO, and of other good and valuable consideration, GO hereby agrees with the Respondent, as follows:

1. ACKNOWLEDGEMENTS AND UNDERTAKINGS

1.1 The Air Rail Link can only be designed, constructed, operated and maintained through the Final Stakeholder Agreements between the Successful Respondent and each Stakeholder.

1.2 In order for the Respondent to submit a Response, the Respondent must have certainty as to the terms and conditions on which GO is prepared to enter into a Final Stakeholder Agreement with the Respondent, should it be selected as the Successful Respondent.

1.3 The terms of this Stakeholder Agreement Letter set forth the mandatory terms (Section 4), the negotiable term (Section 5) and optional provisions (Section 6) relating to GO's involvement in the Process and the Air Rail Link. The negotiable term is the amount of the access fees (refer to Section 5) to be paid by the Successful Respondent to GO for exclusive access to a corridor into LBPIA. The optional provisions relate to vehicle maintenance, vehicle storage and joint ticketing.

1.4 Any requests for information and data required by the Respondent from GO in connection with the Process must be submitted to Transport Canada who will provide GO information and data to the Respondent, provided the Respondent has executed the confidentiality agreement required as part of the Process.

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1.5 The Final Stakeholder Agreement between GO and the Respondent will have terms and provisions additional to those set forth in the Stakeholder Agreement Letter. In the case of GO, the Final Stakeholder Agreement may be comprised of a minimum of three separate agreements: this Stakeholder Agreement Letter; the Development Agreement; and the Operating Agreement. Subject to a reciprocal obligation on the part of the Respondent, GO agrees to negotiate all such agreements with the Successful Respondent in good faith in order that the Final Stakeholder Agreement may be settled, executed and delivered within the time periods described in Section 3.1 of this Stakeholder Agreement Letter.

1.6 At the written request of Transport Canada, GO shall, subject to appropriate access approvals, permit the Respondent and its representatives to have access to the USRC, the connections to Union Station and GO's Bloor Station for the purpose of obtaining information in order to permit the Respondent to prepare its Response.

2. EFFECTIVE PERIOD OF THIS STAKEHOLDER AGREEMENT LETTER

If Transport Canada does not select the Respondent as the Successful Respondent within two (2) years from the date on which the RFBC was issued, the obligations of GO under this Stakeholder Agreement Letter shall terminate and shall be of no further force or effect. If another Qualified Respondent is selected as the Successful Respondent and enters into Final Stakeholder Agreements with the Stakeholders within two (2) years after the date on which the RFBC was issued, the obligations of GO under this Stakeholder Agreement Letter shall terminate and be of no further force or effect. If the Respondent is selected as the Successful Respondent within two (2) years from the date on which the RFBC was issued, then the provisions of this Stakeholder Agreement Letter shall continue to apply for the benefit of the Respondent as provided in Section 3.1.

3. FINAL STAKEHOLDER AGREEMENT

3.1 If the Respondent is selected as the Successful Respondent, GO shall enter into a Final Stakeholder Agreement with the Respondent within 180 days following the date of selection. If the Final Stakeholder Agreement is not entered into within 180 days after the selection of the Respondent as the Successful Respondent, then this Stakeholder Agreement Letter shall terminate, without prejudice to any rights that GO and the Respondent may have against each other, which may have accrued to the date of termination.

3.2 GO is not currently aware of any reason why any terms and conditions described in Sections 4, 5 and 6 of this Stakeholder Agreement Letter would have to be materially amended or varied when the Final Stakeholder Agreement is negotiated with the Successful Respondent. However, once the Successful Respondent has been selected, GO may in its sole and subjective discretion agree with the Successful Respondent to change any terms and conditions described in Sections 4, 5 and 6 of this Stakeholder Agreement Letter. In such event, GO shall have no liability of any kind to the Respondent (if it is not selected as the Successful Respondent), and GO shall be under no obligation to advise the Respondent of any such change or variation.

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3.3 If the Respondent has been selected as the Successful Respondent by Transport Canada pursuant to the Process, the provisions contained in Sections 4, 5, 6, 7, and 8 herein, shall only apply to the Respondent and shall be included in the Final Stakeholder Agreements. Otherwise such provisions shall not apply to the Respondent.

4. MANDATORY TERMS

4.1 General Conditions:

- (a) Final Stakeholder Agreement Becomes Effective - The Final Stakeholder Agreement between GO and the Respondent, will only become effective when and if the Respondent has obtained Final Stakeholders Agreements from each of GTAA and CN, and any agreement necessary from the City of Toronto to operate out of Union Station..
- (b) Evidence of Final Stakeholder Agreements - The Respondent must provide evidence acceptable to GO that the Final Stakeholder Agreements have been obtained from GTAA and CN.
- (c) Approvals – With the exception of all matters related to the *Ontario Environmental Assessment Act* and the *Canadian Environmental Assessment Act* as described in Section 4.2(a), the Respondent shall obtain all applicable Governmental Approvals necessary to permit:
 - (i) the design, construction and maintenance of the Spur Line; and
 - (ii) the operation and maintenance of the Air Rail Link service in the manner described in the RFBC.
- (d) Term – The Final Stakeholder Agreements will be for a term (“Term”) commencing on the date in which the Final Stakeholder Agreements become effective and terminating on November 30, 2056.
- (e) Insurance - The Respondent shall provide evidence in a form acceptable to GO that all insurance necessary to design, construct, operate, and maintain the Air Rail Link has been obtained by the Respondent under terms and conditions acceptable to GO.
- (f) Commercial and Legal Terms and Conditions - The Final Stakeholder Agreement will incorporate commercial and legal terms and conditions common to rail passenger transportation, including default, remedies, risk allocation and insurance requirements, bankruptcy and insolvency protection, indemnities, restrictions on assignment and transfer as well as termination rights.
- (g) GO Corridor:
 - (i) GO to Acquire Access - GO shall assume all costs for and acquire access to a corridor as generally described in Schedule “B” hereto. The GO

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Corridor and its alignments are further described in the report "Provisions for Air Rail Link at Pearson International Airport", Earth Tech Canada Inc., April 2003" ("Earth Tech Report") and the report "Concept Level Design of the Air Rail Link (ARL) – Spur Line Feasibility Study Phase 2. Junction with CN Weston Subdivision Southerly to Terminal New (Station NTB1), Lester B. Pearson International Airport (LBPIA)", Delcan, April 2003, ("Delcan Report").

- (ii) GO to Grant Exclusive Access – GO shall grant the Respondent an exclusive right of access to the GO Corridor for the purposes of designing, constructing, operating, and maintaining the Air Rail Link. The Respondent shall not extend this exclusive right of access to any other party without the prior written consent of GO
 - (iii) Respondent to Compensate GO Acquisition Costs - The Respondent shall compensate GO for all costs incurred by GO to acquire access to the GO Corridor.
 - (iv) Approval of Alignment – GO acknowledges that the GO Corridor and its alignments are conceptual in nature and may vary subject to final design. GO reserves the right to approve the final GO Corridor and its alignment, but such approval shall not to be unreasonably withheld, if the final GO Corridor generally conforms to the Air Rail Link alignments described in the Earth Tech Report and the Delcan Report.
 - (v) Respondent to Provide Survey - The Respondent shall, at its sole cost, provide GO with a legal survey that will define and fix the specific and final location of the GO Corridor.
 - (vi) Period of Access – The Respondent shall have access to the GO Corridor commencing no later than the point in time that GO provides the written notice that GO has acquired access to the GO Corridor and shall terminate upon the expiry or earlier termination of the Term.
 - (vii) Temporary Access During Construction - The GO Corridor does not include lay down areas or other temporary facilities that may be required during construction. Access to such lay down areas and such other temporary facilities will be the sole responsibility of the Respondent.
 - (viii) Access for Utilities - GO has the exclusive right to grant access to the GO Corridor to third parties for utilities, including fibre optics, that may run through, under or over the GO Corridor. The Respondent shall agree to grant access to the GO Corridor to such third parties.
- (h) Ownership of Spur Line – The Respondent shall own the Spur Line for the duration of the Term.

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- (i) **Costs and Expenses** - The Respondent shall be responsible for all the costs and expenses associated with the operation and maintenance of the Air Rail Link service, and the design, construction, maintenance and operation of the Spur Line. GO shall not be required to fund or subsidize, directly or indirectly, any costs and expenses incurred by the Respondent in developing and operating the Air Rail Link. GO shall not be required to be a partner, joint venturer or agent of the Respondent and the Respondent shall undertake the design, construction, maintenance and operation of the Air Rail Link at its own risk and expense.
- (j) **Save Harmless from Risks** - The Respondent shall indemnify and save GO harmless from and against all construction, safety and environmental risks associated with the operation and maintenance of the Air Rail Link service and the design, construction, maintenance and operation of the Spur Line.

4.2 Development of Air Rail Link

(a) Environmental Assessment:

- (i) **GO to Undertake EA Work** – GO, as part of a broader environmental assessment for improvements to GO’s rail network, shall complete all necessary applications, documentation and other work required (“EA Work”) to,

- (A) permit Responsible Authorities to fulfill their responsibilities and make a determination in accordance with the requirements of the *Canadian Environmental Assessment Act*, and
- (B) fulfill the requirements of the *Ontario Environmental Assessment Act*,

between Union Station and Brampton, including all EA Work for the Air Rail Link (“EA”). GO shall be the lead proponent and Transport Canada and the Successful Respondent shall be a co-proponent and will be responsible for providing all information specific to the Air Rail Link.

- (ii) **Respondent to Co-operate with GO** – The Respondent shall co-operate with GO, as required, regarding all EA Work.
- (iii) **GO to Assume Costs for EA Work** - GO shall assume all costs to undertake the EA Work.
- (iv) **Respondent to Compensate GO** - The Respondent shall compensate GO in the amount of \$500,000 for the EA Work.
- (v) **Notice of EA Completion** - Within 7 days of completion of the EA under the *Canadian Environmental Assessment Act* and/or the *Ontario Environmental Assessment Act*, GO shall provide written notice to the Respondent informing the Respondent of this completion and the results

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- (vi) Spur Line Mitigation, Monitoring and Follow-Up Work – The Respondent shall be responsible to complete all Mitigation Work, Monitoring and other Follow-Up Work for the Spur Line identified in the EA, and for all costs related thereto.

- (b) Improvements to CN Track and USRC:
 - (i) GO to Complete All Works – GO, subject to federal and provincial funding commitments and full cooperation from CN, shall assume all costs for, design and construct all works (“Infrastructure Works”) required to permit the Air Rail Link to operate at a 15 minute headway schedule along the CN Track and the USRC.

 - (ii) GO to Obtain Approvals:
 - (A) GO shall obtain all Governmental Approvals and all other approvals necessary to complete the Infrastructure Works.

 - (B) GO shall obtain all necessary approvals from CN and Canadian Pacific Railway.

 - (iii) Completion Deadline - GO shall, upon obtaining all requisite Governmental Approvals, enter into an agreement with the Successful Respondent to provide the Infrastructure Works at a mutually agreed upon completion date.

- (c) Air Rail Link Station Stops:
 - (i) Union Station:
 - (A) GO shall provide access to the connections into Union Station for the Air Rail Link.

 - (B) GO shall, subject to federal and provincial funding commitments and approvals from Heritage Canada and the City of Toronto, assume all costs for and complete all necessary works to permit the Air Rail Link to serve Union Station, including:
 - (I) any platform work, track work, and structural work;
 - (II) all staircases, escalators and elevators required to link the platform to the station; and
 - (III) a new tunnel connecting Union Station to the adjacent property south of the station.

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- (ii) Dundas West Station:
 - (A) GO shall, subject to federal and provincial funding commitments, assume all costs for and complete, or cause to arrange to complete, all work required to permit the Air Rail Link to serve the Dundas West Station. This work includes all:
 - (I) track, platform and structural work; and
 - (II) connections required between GO's Bloor Station and the Toronto Transit Commission's Dundas West Station.
 - (B) The Respondent shall notify GO prior to the execution of the Final Stakeholder Agreement as to whether Dundas West Station will be required as part of the Air Rail Link.
- (iii) Woodbine Station:
 - (A) GO shall, subject to federal and provincial funding commitments, assume all costs for and complete all track work required to permit the Air Rail Link to serve the Woodbine Station.
 - (B) The Respondent shall notify GO prior to the execution of the Final Stakeholder Agreement as to whether Woodbine Station will be required as part of the Air Rail Link.
- (d) Design and Approval of Spur Line - Prior to undertaking the construction of the Spur Line within the GO Corridor, the Respondent shall obtain prior written approval from GO for all Spur Line plans and specifications. All design and construction work shall conform to all applicable Governmental Approvals and, as applicable, the requirements of Orlando Corporation.
- (e) Vehicle Equipment Specifications - The Respondent shall utilize single level DMU vehicle technology with a minimum 50 passenger capacity that must:
 - (i) be able to operate along the Spur Line track and, in particular, be able to climb a 3% track grade from a standing start; and
 - (ii) be equipped with an appropriate automatic braking over-ride system that limits the speed entering the T1 New Station to 10 km/hr.
- (f) Construction Staging - Prior to the commencement of construction of the Spur Line, GO and the Respondent shall agree on how the Spur Line construction will be integrated with the construction of the Infrastructure Works at the junction of the Spur Line with the CN Track.

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- (g) Constructor Designation - The Respondent's designated constructor shall be deemed to be the "constructor" for the purposes of applicable construction and health and safety legislation for the Spur Line construction on the GO Corridor.
- (h) The Respondent shall maintain, at its sole cost, as-built construction drawings of the Spur Line.

4.3 Operation of the Air Rail Link

- (a) Air Rail Link Service Schedule:
 - (i) The Respondent shall work co-operatively with CN, GO and the GTAA in the development of the Service Schedule.
 - (ii) The Service Schedule will require the approval of GO, CN and the GTAA. The Respondent shall notify GO if any alterations are needed to the Service Schedule.
 - (iii) The Service Schedule must:
 - (A) begin no later than 5:30 a.m. and terminate no sooner than 12:30 a.m. (midnight), 7 days per week / 52 weeks per year; and
 - (B) utilize a headway that must not be greater than 30 minutes and may vary throughout the day (for greater certainty this means that service cannot be less frequent than every 30 minutes at any time between 5:30 a.m. and 12:30 a.m. midnight).
- (b) Train Control Along USRC:
 - (i) GO shall assure the train control and dispatch along the USRC is provided. GO shall assign priorities and routing, in its complete discretion that will protect the safe and on-time operations of all users.
 - (ii) GO and the Respondent shall adhere to the Service Schedule subject to train priority, as determined by GO. Both parties shall work together to achieve on-time performance with a minimum of service alterations, which might otherwise inconvenience the users of the Air Rail Link service and other users of the USRC.
- (c) Heavy Rail Restriction - The Successful Respondent shall be responsible to spearhead the development and implementation and shall cooperate with CN and GO to develop and implement appropriate measures to prevent heavy passenger rail and freight trains from entering the Spur Line. The Successful Respondent shall assume all costs and expenses incurred by GO in connection with the development and implementation of the aforesaid prevention measures.

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- (d) Security - If the Respondent does not provide the Air Rail Link service for a continuous period of one hundred and eighty (180) days, GO may at its sole discretion require that the Spur Line located within the GO Corridor be removed and that the land be returned to its original condition. GO will require the Respondent to post security, in a form acceptable to GO, for the Term in an amount sufficient to recover the costs of the removal of the Spur Line located within the GO Corridor and the restoration of the land.
- (e) Maintenance:
 - (i) The Respondent shall be responsible, at its sole cost and expense, for the maintenance of the Spur Line.
 - (ii) The Respondent shall be responsible, at its sole cost and expense, for the maintenance of the Air Rail Link DMU vehicles to the appropriate Governmental Approval standards.
- (f) Vehicle Storage: The Respondent shall secure an appropriate storage facility for the Air Rail Link DMU vehicles that conforms to all Governmental Approval standards.
- (g) Liability: GO and the Respondent shall enter into a standard multi-party sub-agreement that will define liability of the various users of the USRC, a copy of which is provided as one of the RFBC Reports.

5. NEGOTIABLE TERMS

- (a) Access Fee for the USRC and GO's Bloor Station:
 - (i) Access Fee - The Respondent will be required to pay GO an access fee ("Access Fee") of \$128.00 per one-way train movement, for access to the USRC and \$25,000.00 per year for access to GO's Bloor Station. Payment of the Access Fee must be made to GO every month, and will be calculated based on the number of one-way train movements made during the previous month.
 - (ii) Access Fee Payments Begins - Payment of the Access Fee will begin on the first day of month following the month that the Air Rail Link commences revenue service. .
 - (iii) Access Fee Adjusted - One (1) year from the date provided in Section 5(a)(ii) and for every one (1) year thereafter, GO will adjust the Access Fee by an amount equal to Statistics Canada, CANSIM II, Table 281-0029, average hourly earnings. GO shall provide the Respondent with sixty (60) days notice prior to such adjustment.
 - (iv) Access Fee Does Not Cover - The Access Fee does not cover costs related to vehicle maintenance, vehicle storage, or joint ticketing.

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- (b) GO Corridor:
- (i) Spur Line Access Fee - The Respondent shall be required to pay GO an access fee ("Spur Line Access Fee") of a yearly fee, that is to be decided acting reasonably, for access to the GO Corridor.
 - (ii) Spur Line Access Fee Begins - Payment of the Spur Line Access Fee will begin on the first day of month following the month that the Air Rail Link commences revenue service.

6. OPTIONAL PROVISIONS

- (a) Vehicle Maintenance - GO can provide vehicle maintenance services and is prepared to negotiate with the Respondent, subject to final design selection, inventory size, inspection / maintenance frequency etc., and consultation with the equipment manufacturer. Maintenance and inspections services would be at commercial rates.
- (b) Joint Ticketing - GO would consider joint ticket sales with the Air Rail Link subject to negotiations with the Respondent.
- (c) Vehicle Storage - GO can provide vehicle storage services and is prepared to negotiate with the Respondent to provide such services.

7. NON-COMPETITION

For the duration of the Process and until Transport Canada informs GO in writing that the Process is terminated or GO has entered into a Final Stakeholder Agreement with the Successful Respondent, whichever first occurs, GO shall negotiate exclusively with Respondent should it be selected as the Successful Respondent in connection with the Air Rail Link and shall not, directly or indirectly,

- (a) solicit, facilitate, initiate contact with or solicit or encourage in any manner, any inquiries or proposals or offers from,
- (b) participate in any discussions or negotiations with,
- (c) furnish or cause to be furnished, any information to,
- (d) afford any access to its properties, books or records to, or
- (e) otherwise assist, facilitate or encourage,

any individual, person or entity, other than the Respondent or its representatives, in connection with the Air Rail Link.

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8. GENERAL

Time is of the essence for this Stakeholder Agreement Letter. This Stakeholder Agreement Letter shall be governed by and construed in accordance with the laws of the Province of Ontario. Each party submits to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Stakeholder Agreement Letter. Each party shall bear its own costs and expenses with respect to any matter arising under or related to the Process, this Stakeholder Agreement Letter and the Final Stakeholder Agreement. This Stakeholder Agreement Letter shall enure to the benefit of and shall be binding upon GO and the Respondent and their respective successors. This Stakeholder Agreement Letter and the rights of the parties hereunder are not assignable.

Yours very truly,

Greater Toronto Transit Authority

By: _____
Authorized Officer

<Respondent> hereby accepts and agrees to the foregoing this <*> day of <*>, 2003 and agrees that if it is the Successful Respondent it will negotiate the Final Stakeholder Agreement with GO in good faith so that the Final Stakeholder Agreement may be settled, executed and delivered within the time period set forth in Section 3.1 of the foregoing Stakeholder Agreement Letter. <Respondent> agrees that it may be liable to GO for any failure to comply with this obligation.

<RESPONDENT>

By: _____
Authorized Officer

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**SCHEDULE A
GLOSSARY OF TERMS**

“**Access Fee**” has the meaning set forth in Section 5 of this Agreement.

“**Agreement**” means this GO Stakeholder Agreement Letter.

“**Air Rail Link**” has the meaning set forth in this Agreement.

“**APM Station**” means the airport people mover station that is to be designed, built and operated by GTAA as described in the Earth Tech Report at T1New.

“**City of Toronto**” means the Corporation of the City of Toronto.

“**CN**” means the Canadian National Railway Company.

“**CN Track**” means the portion of the CN Weston Subdivision from its junction with the Spur Line to its junction with the USRC.

“**Delcan Report**” has the meaning set forth in Section 4.1(g)(i) of this Agreement.

“**Development Agreement**” means the development and construction agreement to be entered into by GO and the Successful Respondent as part of the Final Stakeholder Agreement between such parties.

“**DMU**” means Diesel Multiple Unit rail vehicles.

“**Dundas West Station**” has the meaning set forth in the RFBC.

“**EA**” has the meaning set forth in Section 4.2 of this Agreement.

“**EA Work**” has the meaning set forth in Section 4.2 of this Agreement.

“**Earth Tech Report**” has the meaning set forth in Section 4.1 of this Agreement.

“**Final Stakeholder Agreement**” means the final agreement or agreements between each Stakeholder and the Successful Respondent which are necessary to implement the provisions of the Stakeholder Agreement Letter of the Major Stakeholders and the terms and provisions of the letters of the Minor Stakeholders to Transport Canada and attached to the RFBC, as well as all other ancillary terms and provisions which are agreed between such Stakeholder and the Successful Respondent.

“**GO Corridor**” means the portion of the Conceptual Spur Line Alignment, as generally defined in Schedule B hereto, that extends from the limits of LBPIA to the CN Track and generally crosses over Properties 1, 2, 16, 11, 13, 5, 6, 7, 8, 9, and 10.

“**Governmental Approvals**” means any qualification, approval, authorization, consent, privilege, concession, franchise, license, permit or certificate from any Governmental Authority.

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“**Governmental Authority**” means any government or governmental or regulatory body thereof, or any agency thereof, that has, in each case, asserted jurisdiction over the matter in question.

“**GTAA**” means the Greater Toronto Airports Authority.

“**Infrastructure Works**” has the meaning set forth in Section 4.2(b)(i) of this Agreement.

“**LBPIA**” means the Toronto-Lester B. Pearson International Airport.

“**Major Stakeholders**” means:

Canadian National Railway Company
GO Transit
Greater Toronto Airports Authority

“**Minor Stakeholders**” means:

The Corporation of the City of Mississauga
The Corporation of the City of Toronto
Ontario Ministry of Transportation
Orlando Corporation
The Regional Municipality of Peel
Toronto and Region Conservation Authority
Woodbine Entertainment Group
VIA Rail Canada Inc.

“**Mitigation Work**” means any works that must be constructed along the GO Corridor to enable the Air Rail Link to comply with the EA .

“**NTB1 Station**” means the reference used in the Earth Tech Report and the Delcan Report to describe the APM Station that will be extended to include the T1 New Station.

“**Operating Agreement**” means the operating and maintenance agreement to be entered into between GO and the Successful Respondent as part of the Final Stakeholder Agreement between such parties.

“**Process**” has the meaning set forth in the RFBC.

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“Qualified Respondents” means:

Consortia	Member Firms
PEARL Consortium	Bombardier Inc., AMEC E&C Services Inc., Hatch Mott MacDonald Ltd., IBI Group
Union Pearson Group Inc	SNC-Lavalin Engineers & Constructors Inc., PCL Constructors Canada Inc., Kilmer Van Nostrand Company Ltd., OMERS Realty Corporation, Jones Lang LaSalle Real Estate Services Inc., O&Y Properties Corporation, CANAC Inc., Lockheed Martin Corporation, Morrison Hershfield Ltd., Strasman Architects Inc., Fraser Milner Casgrain LLP, SNC-Lavalin Capital Inc., BMO Nesbitt Burns, Scotia Capital Inc.
GTA LRT Consortium	Aecon Group Inc. and Alstom Canada Inc.
N/A	Macquarie North America Ltd. and Arup Canada Inc.

“RFBC Reports” means has the meaning set forth in the RFBC.

“Response” means any response to the RFBC submitted by a Qualified Respondent.

“Respondent” means the Qualified Respondent to whom this Stakeholder Agreement Letter is addressed.

“Responsible Authority” has the meaning as set out in the *Canadian Environmental Assessment Act*.

“Responsible Authority Notice” has the meaning set forth in Section 4.2(a)(i) of this Agreement.

“RFBC” has the meaning set forth in this Agreement.

“RFEOI” has the meaning set forth in this Agreement

“Service Schedule” has the meaning set forth in Section 4.3(a) (iii).

“Spur Line” means the portion of the Air Rail Link comprised of the foundations, piers, fencing, guideways, decking, track, track ballast, track appliances, special track work, signals, communication equipment and any Mitigation Works, that may be constructed from the CN Weston Subdivision (just west of Highway 427) to the limits of the proposed T1 New Station.

“Spur Line Access Fee” has the meaning set forth in Section 5(b)(i) of this Agreement.

“Stakeholder” has the meaning as set forth in this Agreement.

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“**Stakeholder Agreement Letter**” means this letter agreement and other letter agreements between each Qualified Respondent and each Major Stakeholder setting forth the terms upon which such Major Stakeholder is prepared to become involved in the Air Rail Link, as the same may be amended, replaced or restated pursuant to the terms of such letter agreements.

“**Successful Respondent**” has the meaning set forth in this Agreement.

“**T1 New Station**” means the extension of the APM Station required to accommodate the Air Rail Link.

“**T1 New**” means the new terminal currently under construction by GTAA at the LBPIA.

“**Term**” has the meaning set forth in Section 4.1 (d) of this Agreement.

“**Transport Canada**” means Her Majesty the Queen in right of Canada as represented by the Minister of Transport.

“**Union Station**” means the Toronto Union Station.

“**USRC**” means the portion of the Union Station Rail Corridor from its junction with the CN Track to Toronto Union Station.

“**Woodbine Station**” has the meaning set forth in the RFBC.

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