

SCHEDULE 8

PAYMENTS

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APPENDIX 8A FUNCTIONAL UNITS, UNIT DEDUCTION AMOUNTS, RECTIFICATION PERIODS

APPENDIX 8B MONTHLY MISCELLANEOUS OCCUPANT REQUEST SERVICES PAYMENT

APPENDIX 8C ENERGY

APPENDIX 8D AUTHORITY FUNDING

APPENDIX 8E OTHER SITE SERVICES

SCHEDULE 8

PAYMENTS

1. INTERPRETATION

1.1 Definitions

In this Schedule, in addition to the definitions set out in Schedule 1 of this Agreement:

“**Applicable Mark-up**” means in any Contract Year, a mark-up of **DELETED** on the External Demand Maintenance Costs up to **DELETED** (Index Linked) incurred by the Authority in that Contract Year and a mark-up of **DELETED** on External Demand Maintenance Costs incurred by the Authority in that same Contract Year in excess of **DELETED** (Index Linked);

“**Availability Condition**” means, with respect to a Functional Unit, that the Functional Unit and normal access routes are in a state or condition that:

- (a) allow safe access to all persons who are entitled to enter, leave, occupy or use it, using normal access routes; and
- (b) is complete, operational, safe and functional, is capable of being used for the purpose identified on the Room Data Sheets and meets the requirements of Schedules 3 and 4 of this Agreement specifically applicable to the relevant Functional Unit (including Tables 2 to 4 of Appendix 4D [Plant Services and Performance Indicators – New Facility Only] and Tables 2 to 5 of Appendix 4E [Plant Services and Performance Indicators – Other Site Facilities Only] and of the Room Data Sheets);

“**Baseline Anniversary Date**” has the meaning set out in Section 8.2 of this Schedule;

“**Baseline Annual Demand Maintenance Costs**” means the amount that is **DELETED** of the total of each amount determined pursuant to Section 8.2 of this Schedule 8, with such amount indexed at each relevant anniversary of the Other Site Facilities Service Commencement commencing with the first Baseline Anniversary Date by:

- (a) multiplying it by the Inflation Index as at the date that is the end of the first of the two years used in the calculation pursuant to Section 8.2; and
- (b) dividing it by the Inflation Index as at the relevant anniversary of the Other Site Facilities Service Commencement.

“**Deduction**” means a deduction from a Service Payment, calculated in accordance with this Schedule;

“**Demand Service Payment**” means:

- (a) in any Payment Period occurring in the period from the Other Site Service Commencement Date to the second anniversary of the Other Site Service Commencement Date, an amount equal to the External Demand Maintenance Costs incurred in the previous Payment Period less **DELETED** (Index Linked);

- (b) in any Payment Period occurring in the 12 month period following the second anniversary of the Other Site Service Commencement Date, an amount equal to the sum of:
- (1) the External Demand Maintenance Costs in that Payment Period to a maximum of the then current Baseline Annual Demand Maintenance Costs divided by 12; plus
 - (2) **DELETED** of the Excess External Demand Maintenance Costs;
- (c) in any Payment Period occurring in the period following the third anniversary of the Other Site Service Commencement Date, an amount equal to the sum of:
- (1) the External Demand Maintenance Costs in that Payment Period to a maximum of the then current Baseline Annual Demand Maintenance Costs divided by 12; plus
 - (2) **DELETED** of the Excess External Demand Maintenance Costs;

“Event” means an incident or state of affairs affecting the Availability Condition of a Functional Unit or requiring Services to be performed (or both);

“Excess External Demand Maintenance Costs” means in any Payment Period following the second anniversary of the Other Site Service Commencement Date the costs incurred by Project Co in providing Other Site Demand Maintenance at the Other Site Facilities in the previous Payment Period in excess of 1/12th of the then current Baseline Annual Demand Maintenance Costs;

“External Demand Maintenance Costs” means the cost (other than any Project Designated Costs) incurred by Project Co in carrying out Other Site Demand Maintenance at the Other Site Facilities plus the Applicable Mark-up on such costs;

“Functional Unit” means a room or space which is specified as such in Appendix 8A to this Schedule;

“High Service Failure” means a Service Failure which has been designated in Schedule 4 [Services Protocols and Specifications] or in this Schedule as a High Service Failure;

“Interim Labour Adjustment Payment” means the payments agreed or determined pursuant to Section 8.3 of this Schedule 8;

“Labour Index” means the simple average annual percentage increase for the relevant Contract Year calculated as:

- (a) the sum of the collective bargaining wage and benefit package percentage increases agreed by each of the Construction Labour Relations Association of British Columbia and the United Association of Plumbers and Pipefitters, Local 170 (Service Agreement), the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Refrigeration Local 516 (Service and Maintenance Agreement) and the International Brotherhood of Electrical Workers, Local 213 (Inside Wiremen’s Agreement-Commercial/Service and Maintenance Agreement) in a calendar year, where the percentage increases within any single collective bargaining wage and benefit

package is a simple average of all the percentage increases of persons covered by such package, divided by

(b) 3,

or if any of the aforementioned entities cease to exist, such similar index as may be agreed by the parties, acting reasonably or failing agreement as determined by the Dispute Resolution Procedure;

“Labour Index Linked” means, with respect to the amount to which this definition is applied, that the amount is adjusted as at each April 1st commencing April 1, 2009 by the Labour Index;

“Linked Unit” means, with respect to a Functional Unit, any other Functional Unit which is designated in Appendix 8A as being linked to the first Functional Unit;

“Long Stop Return Date” has the meaning set out in Section 4.10 of this Schedule;

“Low Service Failure” means a Service Failure which has been designated in Schedule 4 [Services Protocols and Specifications] or in this Schedule as a Low Service Failure, or a Service Failure which has not been designated as a Medium Service Failure or High Service Failure;

“Medium Service Failure” means a Service Failure which has been designated in Schedule 4 [Services Protocols and Specifications] or in this Schedule as a Medium Service Failure;

“Miscellaneous Occupant Request Adjustment” means in any Payment Period the amount by which the amount for the relevant Payment Period set out in Appendix 8B [Monthly Miscellaneous Occupant Request Services Payment] exceeds or is less than the actual costs incurred by Project Co in carrying out the Miscellaneous Occupant Request Services in the preceding Payment Period;

“Miscellaneous Occupant Request Services Payment” means the amount for the relevant Payment Period set out in Appendix 8B [Monthly Miscellaneous Occupant Request Services Payment];

“New Service Provider Start Date” means:

- (a) each relevant Service Commencement Date; or
- (b) if any Service Provider is replaced by a new Service Provider after the First New Service Commencement Date, the date on which the Services begin to be provided by the replacement Service Provider or, if earlier, the date on which they were first due to be provided;

“New Service Provider Transition Period” has the meaning set out in Section 3.15 of this Schedule;

“Other Site Service Payment” means the sum calculated in accordance with Section 7.1 of this Schedule;

“Payment Adjustment Report” has the meaning set out in Section 8.1(e) of this Schedule;

“Payment Period” means a calendar month;

“Performance Monitoring Report” has the meaning set out in Schedule 4 [Services Protocols and Specifications];

“Periodic Payment” means the sum calculated in accordance with Section 2.2 of this Schedule;

“Permanent Repair” means Rectification where a Temporary Repair has been permitted and carried out pursuant to Section 3.11 of this Schedule;

“Permanent Repair Deadline” has the meaning set out in Section 3.11(a)(4) of this Schedule;

“Project Designated Costs” means the costs to Project Co of using any person designated in the Proposal Extracts (Services) as “directly employed” or “truck based labour” in the carrying out of Other Site Demand Maintenance at the Other Site Facilities;

“Rectification” means, following the occurrence of an Event, making good the Event so that the subject matter of the Event complies with the levels of performance required pursuant to this Agreement, including (a) restoring all functional capability; and (b) ensuring that all affected Functional Units comply with the Availability Condition; **“Rectify”** and **“Rectified”** will be construed accordingly;

“Rectification Period” for an Event means the amount of time, if any, specified as such for that Event in Appendix 8A (for an Unavailability Event) or Schedule 4 [Services Protocols and Specifications] or for reports or other documentation required to be delivered by Project Co, 24 hours, or, if not so specified for a Service Failure:

- (a) 4 hours for a High Service Failure;
- (b) 24 hours for a Medium Service Failure; and
- (c) 7 days for a Low Service Failure,

in each case calculated:

- (d) from the time that the Event is reported to the Help Desk; or
- (e) in the case of an Event that has not been Rectified within one or more earlier Rectification Periods, from the end of the immediately preceding Rectification Period;

“Response Time” has the meaning set out in Schedule 4 [Services Protocols and Specifications];

“Return Date” has the meaning set out in Section 4.3(d) of this Schedule;

“Service Failure” means any failure by Project Co, other than an Unavailability Event, to provide the Services in accordance with this Agreement and in particular in accordance with Schedule 4 [Services Protocols and Specifications], and includes a failure to satisfy any Performance Indicator;

“Service Failure Deduction” means a Deduction which may be made in respect of a Service Failure;

“Service Payment” means the sum calculated in accordance with Section 2.1 of this Schedule;

“Snow Clearing Differential” has the meaning set out in Section 8.4 of this Schedule;

“Snow Clearing Payment Adjustment” means an amount equal to the Snow Clearing Differential agreed or determined pursuant to Section 8.4 of this Schedule 8 and, which amount is to be applied in determining the Service Payment payable in the first Payment Period following the Payment Period in which the Snow Clearing Differential is agreed or determined pursuant to Section 8.4;

“Snow Clearing Report” has the meaning set out in Section 8.4 of this Schedule;

“Temporary Alternative Accommodation” means accommodation offered to the Authority by Project Co as a substitute for any Unavailable Functional Unit pursuant to Section 4.1 of this Schedule;

“Temporary Alternative Accommodation Notice” has the meaning set out in Section 4.1 of this Schedule;

“Temporary Availability Condition” has the meaning set out in Section 3.11(a)(2) of this Schedule;

“Temporary Repair” means, in respect of the occurrence of an Unavailability Event, works of a temporary nature that do not constitute Rectification;

“Temporary Repair Proposal” has the meaning set out in Section 3.11(a) of this Schedule;

“Total Unavailability” in respect of the New KGH Facility or the New VJH Facility occurs in respect of the relevant Facility only when:

- (a) Functional Units, which are used for the direct provision of medical treatment and procedures and education purposes, within the New PUBC Facility and the New Ambulatory and Emergency Facility with an aggregate floor area of 25% or more of the New PUBC Facility and the New Ambulatory and Emergency Facility are Unavailable at the same time;
- (b) Functional Units, which are used for the direct provision of medical treatment and procedures and education purposes, within the New VJH Facility with an aggregate floor area of 25% or more of that New Facility are Unavailable at the same time;
- (c) 50% or more of the washrooms in the New KGH Facility or the New VJH Facility are Unavailable at the same time;
- (d) for the New PUBC Facility, the entrance area is Unavailable;
- (e) for the New Ambulatory and Emergency Facility, the entrance area is Unavailable; or
- (f) for the New VJH Facility-the east and west entrances are Unavailable;

and a Rectification Period has expired with respect to each such Unavailable Functional Unit or washroom;

“Transition” means the tolerance level for the making of Deductions in respect of Service Failures as described in Section 3.15 of this Schedule;

“Unavailable” and **“Unavailability”** means, with respect to a Functional Unit within the New Facility, that such Functional Unit or an applicable Linked Unit is in a state or condition that does not comply with the Availability Condition;

“Unavailability Deduction” means a Deduction which may be made in respect of an Unavailability Event;

“Unavailability Event” means an incident or state of affairs which causes one or more Functional Units within the New Facility to be Unavailable; and

“Unit Deduction Amounts” means the amount of the Deduction specified in Appendix 8A per Functional Unit for an Unavailability Event, which amounts are Index Linked.

2. CALCULATION OF SERVICE PAYMENTS

2.1 Service Payment

- (a) From and after the Other Site Service Commencement Date until the First New Service Commencement Date, the Authority will pay Project Co in respect of each Payment Period the Service Payment calculated as follows:
- (1) the Other Site Service Payment;
 - (2) plus the relevant Demand Service Payment;
 - (3) plus the relevant Miscellaneous Occupant Request Services Payment;
 - (4) plus or minus any Interim Labour Adjustment Payment payable in that Payment Period;
 - (5) plus or minus any Snow Clearing Payment Adjustment payable in that Payment Period;
 - (6) plus or minus any Miscellaneous Occupant Request Adjustment payable in that Payment Period; and
 - (7) subject to Section 3.1 of this Schedule, minus the aggregate of Deductions for that Payment Period.
- (b) From and after the First New Service Commencement Date, the Authority will pay Project Co in respect of each Payment Period the Service Payment calculated as follows:
- (1) the Periodic Payment for that Payment Period;
 - (2) plus the relevant Demand Service Payment;
 - (3) plus the relevant Miscellaneous Occupant Request Services Payment;
 - (4) plus or minus any Interim Labour Adjustment Payment payable in that Payment Period;

- (5) plus or minus any Snow Clearing Payment Adjustment payable in that Payment Period;
- (6) plus or minus any Miscellaneous Occupant Request Adjustment payable in that Payment Period;
- (7) subject to Section 3.1 of this Schedule, minus the aggregate of Deductions for that Payment Period; and
- (8) plus the Energy Gainshare or minus the Energy Painshare payable in that Payment Period.

If after deducting the Energy Painshare the Service Payment as calculated is less than zero, Project Co will pay the Authority the lesser of the Energy Painshare and the amount by which the Service Payment is calculated to be less than zero.

- (c) From and after the Second New Service Commencement Date, the Authority will pay Project Co in respect of each Payment Period the Service Payment calculated as follows:
 - (1) the Periodic Payment for that Payment Period;
 - (2) plus the relevant Demand Service Payment;
 - (3) plus the relevant Miscellaneous Occupant Request Services Payment;
 - (4) plus or minus any Interim Labour Adjustment Payment payable in that Payment Period;
 - (5) plus or minus any Snow Clearing Payment Adjustment payable in that Payment Period;
 - (6) plus or minus any Miscellaneous Occupant Request Adjustment payable in that Payment Period;
 - (7) subject to Section 3.1 of this Schedule, minus the aggregate of Deductions for that Payment Period; and
 - (8) plus the Energy Gainshare or minus the Energy Painshare payable in that Payment Period.

If after deducting the Energy Painshare the Service Payment as calculated is less than zero, Project Co will pay the Authority the lesser of the Energy Painshare and the amount by which the Service Payment is calculated to be less than zero.

- (d) From and after the Final Service Commencement Date, the Authority will pay Project Co in respect of each Payment Period the Service Payment calculated as follows:
 - (1) the Periodic Payment for that Payment Period;

- (2) plus the relevant Demand Service Payment;
- (3) plus the relevant Miscellaneous Occupant Request Services Payment;
- (4) plus or minus any Interim Labour Adjustment Payment payable in that Payment Period;
- (5) plus or minus any Snow Clearing Payment Adjustment payable in that Payment Period;
- (6) plus or minus any Miscellaneous Occupant Request Adjustment payable in that Payment Period;
- (7) subject to Section 3.1 of this Schedule, minus the aggregate of Deductions for that Payment Period; and
- (8) plus the Energy Gainshare or minus the Energy Painshare payable in that Payment Period.

If after deducting the Energy Painshare the Service Payment as calculated is less than zero, Project Co will pay the Authority the lesser of the Energy Painshare and the amount by which the Service Payment is calculated to be less than zero.

- (e) From April 1, 2009 to June 30, 2009 Project Co will provide Help Desk Services and those activities that are required to prepare for a full commencement of the Other Site Services, and the Authority will pay Project Co the following for each Payment Period during that period:

Payment Period	Portion Index Linked \$	Portion Labour Index Linked \$	Total \$
April 2009	DELETED	DELETED	DELETED
May 2009	DELETED	DELETED	DELETED
June 2009	DELETED	DELETED	DELETED

For greater certainty, there will be no Deductions for Service Failures during that period from April 1, 2009 to June 30, 2009, and the New Service Provider Transition Period for the Other Site Services commences July 1, 2009.

2.2 Periodic Payments

- (a) Subject to the adjustments in Section 2.2(b) of this Schedule, the Periodic Payments will be:

- (1) the amount specified for this Section 2.2(a)(1) in Appendix 15A [Appendix 15A [Financial Close Definitions and Links], from and after the First New Service Commencement Date until the Second New Service Commencement Date;
 - (2) the amount specified for this Section 2.2(a)(2) in Appendix 15A [Appendix 15A [Financial Close Definitions and Links], from and after the Second New Service Commencement Date until the Final Service Commencement Date; and
 - (3) the amount specified for this Section 2.2(a)(3) in Appendix 15A [Financial Close Definitions and Links], from and after the Final Service Commencement Date.
- (b) The Periodic Payments in Section 2.2(a) of this Schedule will be subject to the following adjustments:
- (1) a fixed amount that is the first amount specified for this Section 2.2(b)(1) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(1) of this Schedule will not be Index Linked, a fixed amount that is the second amount specified for this Section 2.2(b)(1) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(1) of this Schedule will be Labour Index Linked and the remainder of the Periodic Payment will be Index Linked;
 - (2) a fixed amount that is the first amount specified for this Section 2.2(b)(2) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(2) of this Schedule will not be Index Linked, a fixed amount that is the second amount specified for this Section 2.2(b)(2) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(2) of this Schedule will be Labour Index Linked and the remainder of the Periodic Payment will be Index Linked;
 - (3) a fixed amount that is the first amount specified for this Section 2.2(b)(3) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(3) of this Schedule will not be Index Linked, a fixed amount that is the second amount specified for this Section 2.2(b)(3) in Appendix 15A [Financial Close Definitions and Links] of the Periodic Payment in Section 2.2(a)(3) of this Schedule will be Labour Index Linked and the remainder of the Periodic Payment will be Index Linked;
 - (4) if the first Payment Period from and after the First New Service Commencement Date is less than a full calendar month, the Periodic Payment will be reduced by the same proportion that the first Payment Period is less than a full calendar month;
 - (5) if the first Payment Period from and after the Second New Service Commencement Date is less than a full calendar month, the Periodic Payment will be reduced by the same proportion that the first Payment Period is less than a full calendar month;

- (6) if the first Payment Period after the Final Service Commencement Date is less than a full calendar month, the portion of the Periodic Payment attributable solely to the occurrence of the Final Service Commencement Date will be reduced by the same proportion that such Payment Period is less than a full calendar month; and
- (7) if the last Payment Period of the Term is less than a full calendar month, the Periodic Payment will be reduced by the same proportion that the last Payment Period is less than a full calendar month.

3. DEDUCTIONS FROM SERVICE PAYMENTS

3.1 Entitlement to Make Deductions

If at any time after the Other Site Service Commencement Date an Unavailability Event or a Service Failure occurs the Authority will be entitled to make Deductions in accordance with this Schedule 8 (including Section 3.9 of this Schedule 8) in respect of that Unavailability Event or Service Failure (and, for greater certainty, in respect of all other Unavailability Events and Service Failures) from the Service Payment for the relevant Payment Period, except that:

- (a) the maximum aggregate of all Deductions that the Authority can make from a Service Payment in respect of a Payment Period is the aggregate amount of the Other Site Service Payment or the Periodic Payment then applicable; and
- (b) to the extent that an Unavailability Event or a Service Failure is the result of an Excusing Event or a Compensation Event, the Authority will not be entitled to make Deductions.

3.2 Classification of Event

The classification of an Event as a Service Failure or an Unavailability Event, and the rank of an Unavailability Event, will be made at the time at which the occurrence of the Event is reported to the Help Desk or otherwise reported to Project Co. If an Event which does not result in an immediate Service Failure Deduction (because there is no applicable Response Time or Rectification Period) can properly be classified as both a Service Failure and an Unavailability Event at the time it is reported, it will be classified as the Event that has the highest potential Deduction available to it. An Event which is incorrectly classified may be re-classified only with the approval of the Authority, such approval not to be unreasonably withheld. If such an Event is re-classified, the appropriate Deduction (if applicable) will be made and any Deduction incorrectly applied will be withdrawn.

3.3 Service Failure Becoming Unavailability Event

A Service Failure may become or lead to an Unavailability Event if circumstances change or the Service Failure continues. In such a circumstance, when the Functional Unit becomes Unavailable, the Service Failure will have ended (without prejudice to the Service Failure Deductions that have accrued to that point) and an Unavailability Event will have occurred.

3.4 Total Unavailability

When Total Unavailability occurs in the New KGH Facility or the New VJH Facility, there will be deemed to be an Unavailability Event for each Functional Unit in that Facility that otherwise met the Availability Condition at that time and all such Functional Units will continue to be deemed to be Unavailable until such Total Unavailability no longer occurs.

3.5 Deductions for Unavailability Events

Subject to Sections 3.1, 3.9 and 3.12 of this Schedule, the Deduction in respect of each Unavailability Event will be the greater of:

- (a) \$100, Index Linked; and
- (b) subject to Section 3.6 of this Schedule, the aggregate of the Unit Deduction Amounts for all Functional Units made Unavailable as a result of the Unavailability Event.

3.6 Unavailable But Used

If any Functional Unit is Unavailable (including, for greater certainty, Functional Units that are deemed Unavailable under Section 3.4 of this Schedule) but the Authority continues to use it or a Linked Unit for the intended use or purpose of that Functional Unit or Linked Unit, for the purposes of Section 3.5(b) of this Schedule the Unit Deduction Amount applicable to an Unavailability Deduction for such Functional Unit and Linked Unit will be multiplied by 50%.

3.7 Deductions for Service Failures

Subject to Sections 3.1 and 3.15 of this Schedule, the amount of the Deduction in respect of a Service Failure will be as follows:

- (a) for a High Service Failure, the sum of \$3,000, Index Linked;
- (b) for a Medium Service Failure, the sum of \$1,000, Index Linked; and
- (c) for a Low Service Failure, the sum of \$50, Index Linked.

3.8 Response Time

If an Event occurs and a Response Time is indicated in Schedule 4 [Services Protocols and Specifications], in addition to any other Deduction arising from such Event, if Project Co does not respond as required under this Agreement within the applicable Response Time:

- (a) a Low Service Failure will be deemed to have occurred; and
- (b) unless otherwise specified in Schedule 4 [Services Protocols and Specifications], a new Response Time will start and the provisions of this Section 3.8 will again apply and will continue to apply with repeated Low Service Failures until Project Co responds as required under this Agreement.

Nothing in this Section 3.8 will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Response Time period.

3.9 Rectification Periods

If an Event occurs:

- (a) in the case of a Service Failure, the Authority will make the applicable Service Failure Deduction;
- (b) in the case of an Unavailability Event, other than a deemed Unavailability Event due to Total Unavailability, if Project Co Rectifies the Unavailability Event within the Rectification Period, then no Deduction will be made for such Unavailability Event;
- (c) in the case of a deemed Unavailability Event due to Total Unavailability, the Authority will make the applicable Unavailability Deduction; and
- (d) in any case and in addition to the foregoing, if Project Co does not Rectify the Event (which in the case of deemed Unavailability Events due to Total Unavailability means that Total Unavailability no longer occurs) within the Rectification Period:
 - (1) the applicable Deduction will be made for the Event; and
 - (2) a new Event (which in the case of a Service Failure will be of the same category as the original Service Failure unless otherwise specified in Schedule 4 [Service Protocols and Specifications]) will be deemed to occur at the end of such Rectification Period and the provisions of this Section 3.9 will again apply and will continue to apply with repeated Deductions until Project Co Rectifies the Event.

Nothing in this Section 3.9 will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Rectification Period.

3.10 Multiple Events

If the root cause of a series of Events is substantially the same, whether or not Project Co Rectifies any or all of the Events within the applicable Rectification Period, there will be deemed to be a Medium Service Failure on the occurrence of any of the following:

- (a) the third such Event in a day and on the occurrence of each subsequent such Event in that day; and
- (b) the fourth such Event in a rolling consecutive seven day period and on the occurrence of each subsequent such Event in that seven day period.

3.11 Temporary Repairs

If Project Co is unable to Rectify an Unavailability Event within the applicable Rectification Period due to the need for specialized materials or personnel that are not required by this Agreement to be immediately

available at the Facility and are not, and cannot reasonably be expected to be, available at the Facility, then:

- (a) Project Co may provide the Authority with a proposal (the “**Temporary Repair Proposal**”) for:
 - (1) a Temporary Repair;
 - (2) a temporary modification to the Availability Condition for the relevant Functional Unit until the Permanent Repair is completed (the “**Temporary Availability Condition**”);
 - (3) the Permanent Repair; and
 - (4) the period within which to complete the Permanent Repair (the “**Permanent Repair Deadline**”);
- (b) the Authority may in its discretion, but without unreasonable delay, consider the Temporary Repair Proposal, and Project Co will not carry out the Temporary Repair until the Temporary Repair Proposal is accepted by the Authority;
- (c) if the Authority accepts the Temporary Repair Proposal, Project Co will carry out the Temporary Repair in accordance with the Temporary Repair Proposal;
- (d) if the Temporary Repair is completed in accordance with the Temporary Repair Proposal, the Availability Condition for the relevant Functional Unit will be modified to be the Temporary Availability Condition until the Permanent Repair Deadline;
- (e) if the Permanent Repair is not completed by the Permanent Repair Deadline, the Temporary Availability Condition will cease to be the Availability Condition and the Authority may make all applicable Unavailability Deductions with effect from the Permanent Repair Deadline; and
- (f) except with respect to the applicable modification of the Availability Condition, nothing in this Section 3.11 will limit the Authority’s entitlement to Deductions within the applicable Rectification Periods.

3.12 Compliance with Laws and Good Industry Practice

When carrying out Rectification, or works of Temporary Repair pursuant to Section 3.11 of this Schedule, Project Co will at all times act in accordance with Laws and Good Industry Practice. If in doing so Project Co breaches Law, there will be deemed to be a new additional High Service Failure. If in doing so Project Co breaches Good Industry Practice, but does not also breach Laws, there will be deemed to be a new additional Low Service Failure.

3.13 Deficiency Correction Period - Unavailability

In respect of each of the New PUBC Facility, the New VJH Facility and the New Ambulatory and Emergency Facility, during the 28 day period beginning on the date of Service Commencement at that

New Facility, the amount of any Unavailability Deductions for Unavailability Events directly caused by Deficiencies solely attributable to that New Facility will be reduced by 100%. This Section 3.13 does not give any relief in respect of any Service Failure Deductions.

3.14 Service Failure Related Solely to Unavailability

No Service Failure Deduction will be made if the Service Failure to which it relates arises solely as a result of the Unavailability of the Functional Unit in which the Service was to be provided. If any Functional Unit is Unavailable but the Authority continues to use it for the intended use or purpose of that Functional Unit, the Authority will, subject to Section 3.3 of this Schedule, deduct the full amount of any Service Failure Deductions that apply to the Services in the applicable Functional Unit.

3.15 Transition Periods - Service Failures

In respect of:

- (a) the Other Site Services at KGH;
- (b) the Other Site Services at VJH, subject to Appendix 8E in respect of the period from April 1, 2009 to June 30, 2009;
- (c) the New Site Services at the New PUBC Facility;
- (d) the New Site Services at the New VJH Facility; and
- (e) the New Site Services at the New Ambulatory and Emergency Facility,

there will be a period of 90 days (the “**New Service Provider Transition Period**”) for Transition beginning on each New Service Provider Start Date. During each New Service Provider Transition Period the following provisions will apply:

- (f) during the first 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions in respect of the one relevant Service referred to in 3.15(a) to 3.15(e) will be reduced by 75%;
- (g) during the next 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions in respect of the one relevant Service referred to in 3.15(a) to 3.15(e) will be reduced by 50%; and
- (h) during the final 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions in respect of the one relevant Service referred to in 3.15(a) to 3.15(e) will be reduced by 25%.

This Section 3.15 will not give any relief during any period of Transition in respect of Unavailability Deductions.

In respect of the Other Site Services at KGH and the Other Site Services at VJH , the amount of any Service Failure Deductions during the New Service Provider Transition Period will not be counted for the purposes of:

- (i) Authority step-in rights under Section 11.1(b) of this Agreement;
- (j) Project Co Event of Default under Section 12.1(h) of this Agreement;
- (k) increased monitoring under Section 6.7 of Schedule 4 [Services Protocols and Specifications]; or
- (l) replacement of non-performing Sub-Contractor under Section 6.8 of Schedule 4 [Services Protocols and Specifications].

4. TEMPORARY ALTERNATIVE ACCOMMODATION

4.1 Project Co Option to Provide

If an Unavailability Event occurs Project Co may offer the Authority Temporary Alternative Accommodation by notice (the “**Temporary Alternative Accommodation Notice**”) to the Authority within 5 Business Days from the commencement of the applicable Event.

4.2 Requirements

The Temporary Alternative Accommodation must:

- (a) comply with the Availability Condition for the Functional Units affected by the Unavailability Event for which Temporary Alternative Accommodation is offered;
- (b) be a temporary alternative having regard to the facts and the circumstances in existence;
- (c) be upon terms which are not materially different from the terms upon which the Authority occupied the affected Functional Unit;
- (d) unless the Authority otherwise agrees, be accommodation that Project Co is not already obligated to provide to the Authority;
- (e) be supplied with the Services to the standards set out in Schedule 4 [Services Protocols and Specifications] which Project Co would under normal circumstances be providing within the Unavailable Functional Unit;
- (f) not involve the Authority incurring any additional cost or charges in respect of the Temporary Alternative Accommodation including the reasonable costs of any relocation to and from the Temporary Alternative Accommodation; and
- (g) be in reasonable proximity to the Facility, be reasonably accessible by public and private transport and have adequate parking.

4.3 Notice Requirements

The Temporary Alternative Accommodation Notice must:

- (a) describe the Temporary Alternative Accommodation;

- (b) invite the Authority to inspect the Temporary Alternative Accommodation and give the Authority reasonable notice of a time and a date when it may do so;
- (c) set out Project Co's proposals regarding the timing and co-ordination of relocation to the Temporary Alternative Accommodation;
- (d) specify the date (which must be agreed by the Authority before the submission of the written notice) by which Project Co reasonably expects the Authority to be able to relocate back to the applicable Functional Unit (the "**Return Date**"); and
- (e) describe the terms upon which the Authority will be entitled to occupy such Temporary Alternative Accommodation including the proposed division of such accommodation into Functional Units and the weighting to be attributed to them for the purposes of the operation of this Schedule.

4.4 Acceptance by Authority

If it wishes to inspect the Temporary Alternative Accommodation the Authority will do so within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Authority will notify Project Co in writing of its acceptance or refusal of the proposed Temporary Alternative Accommodation within 24 hours of its inspection or, if the Authority has elected not to inspect, within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Authority may in its discretion refuse or accept any proposed Temporary Alternative Accommodation that does not meet the requirements of Section 4.2 of this Schedule and in all other cases will act reasonably when deciding to accept or refuse any proposed Temporary Alternative Accommodation.

4.5 Effect of Acceptance

If the Authority accepts the offer of Temporary Alternative Accommodation:

- (a) which is not within the New Facility then, without affecting the Authority's remedial rights under Section 11 of this Agreement, the Authority will not be entitled to vacate the Temporary Alternative Accommodation until the earlier of the Return Date and the date on which the Authority is entitled and able to return to and use the Functional Unit in accordance with the agreed program for return and re-commissioning referred to in Section 4.8 of this Schedule; and
- (b) which is within the New Facility and the Authority subsequently needs such Temporary Alternative Accommodation in connection with needs that were not anticipated at the time the Authority agreed to occupy the space, then the Authority will be entitled to vacate the Temporary Alternative Accommodation.

4.6 Additional Authority Costs

Project Co will pay for any additional reasonable and direct costs and expenses incurred by the Authority in respect of Temporary Alternative Accommodation, including reasonable relocation costs to and from the Temporary Alternative Accommodation.

4.7 Deduction

If the Authority accepts Project Co's offer of Temporary Alternative Accommodation, no further Deductions will be made in respect of a Functional Unit vacated by the Authority while the Temporary Alternative Accommodation replacing that Functional Unit is being used by the Authority. The Authority will be entitled to make Deductions in respect of any Service Failure or Unavailability Event which occurs in the Temporary Alternative Accommodation as if the Temporary Alternative Accommodation was the Functional Unit which it replaced and any Deduction in respect of an Unavailability Event will be calculated using the Unit Deduction Amounts attributed to such Functional Unit.

4.8 Return to Functional Unit

When Project Co has completed the required works to enable the Authority to return to the Functional Unit the Authority will confirm that the Availability Condition is met for the Functional Unit and the Authority and Project Co will agree to a relocation program to return to the Functional Unit and any necessary period for re-commissioning.

4.9 Failure to Complete Works

If the Authority has accepted the proposed Temporary Alternative Accommodation and Project Co fails to complete the works to enable the Authority to return to the relevant Functional Unit on the Return Date:

- (a) the Temporary Alternative Accommodation will be deemed to be Unavailable with effect from the Return Date until the date on which the Unavailability Event has been Rectified and the Authority is able to resume its use of the Functional Unit; and
- (b) the Authority may, in its absolute discretion, vacate the Temporary Alternative Accommodation at any time after the Return Date or remain in occupation, and in the latter circumstance a 50% reduction will apply with respect to the Unavailability Deduction.

4.10 Long Stop Return Date

The Authority will specify a date (the "**Long Stop Return Date**"), being a date no earlier than 30 days after the Return Date, by which the Rectification must be completed and if Project Co fails to complete the Rectification of the Functional Unit for which the Temporary Alternative Accommodation is a replacement by the Long Stop Return Date:

- (a) the Authority may (without prejudice to its rights under Section 12 (Project Co Events of Default) or any other express rights of the Authority under this Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore the Functional Unit to a condition that satisfies in all respects the requirements of Schedule 4 [Services Protocols and Specifications]; and
- (b) Project Co will reimburse the Authority for all reasonable direct costs and expenses incurred by the Authority in relation to taking the steps, or engaging others to take the steps, referred to in Section 4.10(a) and the Authority will be entitled to deduct any such amount from any amounts payable to Project Co under this Agreement.

5. REVIEW OF FUNCTIONAL UNITS, DEDUCTIONS, ETC.

5.1 Initiation of Review

The identification of Functional Units, Linked Units, Performance Indicators, Response Times, Rectification Periods, Unit Deduction Amounts and the amount of Deductions for each category of Service Failure and for Unavailability Events will be reviewed by the Authority and Project Co at any time if requested by either party but in any event will be reviewed following each Service Commencement Date and, at least once in every Contract Year following the first anniversary of the Final Service Commencement Date for the purposes of the following Contract Year. If so requested, the Authority and Project Co will act reasonably and diligently in carrying out the review, which will not exceed 30 days without the agreement of both parties. For the avoidance of doubt, the parties intend that any changes made as a result of such a review will not alter the overall risk profile of the relevant Service or the likely magnitude of Deductions. If proposed changes would result in any such alteration, the matter will be deemed to be a Change subject to the provisions of Schedule 6.

5.2 Results of Review

The Authority and Project Co may, in respect of each matter that is the subject of the review, either:

- (a) agree that the status of the relevant matter will continue to apply unchanged for the relevant Contract Year; or
- (b) agree to adjustments to the relevant matter to take effect in the relevant Contract Year.

If the parties do not agree within 30 days after completion of the review, either party may refer the matter to the Dispute Resolution Procedure. No change will be made with respect to a matter under review until agreed or until determined under the Dispute Resolution Procedure. For the avoidance of doubt, if the changes that are agreed or determined under the Dispute Resolution Procedure alter the overall risk profile of the relevant Service, the matter will be deemed a Change subject to the provisions of Schedule 6.

5.3 Effective Time of Adjustments

Any adjustment pursuant to a review will be effective from the commencement of the relevant Contract Year.

6. FAILURE BY PROJECT CO TO MONITOR OR REPORT

6.1 Performance Monitoring Report

The Performance Monitoring Report produced by Project Co for any Payment Period will be the initial source of the information regarding the performance of the Services for the relevant Payment Period for the purposes of calculating the relevant Deductions.

6.2 Failure to Monitor or Report

If Project Co fails to monitor or accurately report an Event, a Service Failure or an Unavailability Event:

- (a) such failure will be deemed to be a new Low Service Failure for each Event that has been misreported. The relevant Deduction for the new Low Service Failure will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;
- (b) the Authority will be entitled to make Deductions in respect of any Service Failures or Unavailability Events in the manner prescribed in this Schedule, and the Performance Monitoring Report(s) and invoice(s) with respect to all Payment Periods affected by such failure will be restated to include any such Deductions; and
- (c) Project Co will forthwith pay to the Authority the amount, if any, by which the amount paid to it for the affected Payment Periods exceeds the amount in the restated invoices for such Payment Periods.

6.3 Misconduct

If the Authority's inspection or investigation of records reveals, on the part of Project Co or a Project Co Person:

- (a) fraudulent action or inaction; or
- (b) deliberate misrepresentation; or
- (c) gross misconduct or incompetence,

then a new High Service Failure will be deemed to have occurred for each Event that has been misreported. The relevant Deduction for the new High Service Failure will be made in addition to the Deductions that would have been made had there been no misreporting.

6.4 No Prejudice to Other Rights

The provisions of this Section 6 are without prejudice to any rights of the Authority in this Agreement, including pursuant to Section 6 (Performance Monitoring and Reporting) of Schedule 4 [Services Protocols and Specifications] and Section 12.1 (Project Co Events of Default) of this Agreement.

7. OTHER SITE SERVICE PAYMENT

7.1 Calculation

The Other Site Service Payment will commence on the Other Site Service Commencement Date and be as set out in Appendix 8E.

From and after the First New Service Commencement Date, the Other Site Service Payment will cease, and all compensation to Project Co for the Other Site Services is included in the Periodic Payments described in Section 2.2 of this Schedule.

8. GENERAL PAYMENT PROVISIONS

8.1 Invoicing and Payment Arrangements

With respect to invoicing and payment:

- (a) all Service Payments will be payable in advance for each Payment Period;
- (b) a minimum of 10 Business Days prior to each Payment Period, Project Co will provide the Authority with an invoice in a form agreed by the parties, acting reasonably. The invoice will include as a minimum:
 - (1) the estimated Service Payments for the applicable Payment Period;
 - (2) any adjustments to the previous Payment Period, as set out in the applicable Payment Adjustment Report approved by the Authority;
 - (3) any amount owing to the Authority under this Agreement;
 - (4) any amount owing to Project Co under this Agreement;
 - (5) the amount of applicable GST;
 - (6) the amount of applicable PST; and
 - (7) the net amount owing by the Authority to Project Co, or by Project Co to the Authority, as applicable;
- (c) the Authority will review each invoice submitted in accordance with this Section 8.1 within 5 Business Days and the Authority will pay the amount approved by the Authority on the later of the first day of the Payment Period or the 10th Business Day after receipt of the invoice;
- (d) the Authority will not be obligated to make any payment unless all conditions of payment in this Agreement have been satisfied;
- (e) within 5 Business Days following the end of each Payment Period, Project Co will submit to the Authority:
 - (1) a Performance Monitoring Report for that Payment Period; and
 - (2) a report (a "**Payment Adjustment Report**") setting out any adjustments, including Deductions, to the Service Payments for that Payment Period, and the amount of over-payment or under-payment from the amount paid previously by the Authority for that Payment Period;
- (f) Project Co will include with each invoice and Payment Adjustment Report such supporting documentation as is reasonably required to substantiate and confirm the invoiced amounts and amounts set out in each Payment Adjustment Report;

- (g) for the final 3 Payment Periods of the Term, the Authority may withhold from payment a reasonable amount for possible adjustments to the Service Payments; and
- (h) no payment will be construed as an acceptance or approval of incomplete, defective or improper Design, Construction, Services or any other matter provided by Project Co which is not in conformance with the requirements of this Agreement, and will not operate to relieve Project Co from any of its obligations under this Agreement.

8.2 Baseline Annual Demand Maintenance Costs

Within 20 Business Days of the 2nd, 7th, 12th, 17th, 22nd, 27th and 32nd anniversary (each a “Baseline Anniversary Date”) of the Other Site Service Commencement Date, Project Co will deliver to the Authority a report (“Baseline Report”) setting out the External Demand Maintenance Costs incurred in the two year period ending on the last relevant Baseline Anniversary Date. The Authority and Project Co will seek to agree to the contents of such report and the amount of the External Demand Maintenance Costs in the relevant two year period within 15 Business Days of the delivery the Baseline Report. If the Authority and Project Co fail to reach agreement within such period, such Dispute will be resolved in accordance with the Dispute Resolution Procedure.

8.3 Interim Labour Adjustment Payment

If in any Contract Year any of the unions or employee representative organisations (or their replacements) listed in the definition “Labour Index” reach a pay or settlement agreement (“Labour Settlement”) on or after April 1, with the effect that such Labour Settlement was not taken into account in the Labour Index adjustment for that Contract Year, the parties will within 15 Business Days of such settlement agree, or failing agreement refer the matter to the Dispute Resolution Procedure for a determination of, the adjustments required to each Periodic Payment in the period between the date of the Labour Settlement and the next Labour Index adjustment so as to put Project Co in the position it would have been in if the Periodic Payments had been adjusted to reflect the Labour Settlement with effect from the date on which the Labour Settlement was reached.

8.4 Snow Clearing Adjustments

Within 15 Business Days of June 1 in each Contract Year, Project Co will deliver a report (“Snow Clearing Report”) setting out its costs in the previous Contract Year of complying with the obligations under Section 2.2 of Appendix 4J (“Snow Clearing Costs”) and detailing the amount by which the Snow Clearing Costs exceed or are less than **DELETED** (Indexed Linked) (“Snow Clearing Differential”). The Authority and Project Co will seek to agree the amount of the Snow Clearing Differential within 15 Business Days of the delivery of the Snow Clearing Report. If the Authority and Project Co fail to reach agreement within such period, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

9. AUTHORITY FUNDING

9.1 Definitions

In this Section 9:

- (a) **“KGH Cost to Complete”** as at a date means in respect of the Design and Construction in relation to the New KGH Facility, the total remaining costs to be incurred by Project Co and paid to the Design-Builder under the Design-Build Agreement for Design and Construction to be performed by the Design-Builder to achieve Service Commencement at the New KGH Facility;
- (b) **“KGH Cost to Date”** as at a date means in respect of the Design and Construction in relation to the New KGH Facility, the total amounts paid by Project Co to the Design-Builder under the Design-Build Agreement (including the amount of any holdback required under the *Builders Lien Act* (British Columbia)) for Design and Construction performed by the Design-Builder;
- (c) **“KGH Authority Funding”** has the meaning set out in Section 9.2 of this Schedule;
- (d) **“Authority Funding”** has the meaning set out in Section 9.2 of this Schedule;
- (e) **“VJH Cost to Complete”** as at a date means in respect of the Design and Construction in relation to the New VJH Facility, the total remaining costs to be incurred by Project Co and paid to the Design-Builder under the Design-Build Agreement for Design and Construction to be performed by the Design-Builder to achieve Service Commencement at the New VJH Facility;
- (f) **“VJH Cost to Date”** as at a date means in respect of the Design and Construction in relation to the New VJH Facility, the total amounts paid by Project Co to the Design-Builder under the Design-Build Agreement (including the amount of any holdback required under the *Builders Lien Act* (British Columbia)) for Design and Construction performed by the Design-Builder; and
- (g) **“VJH Authority Funding”** has the meaning set out in Section 9.2 of this Schedule.

9.2 Total Authority Funding Amount

In consideration for the Design and Construction of the Facility the Authority will pay:

- (a) in respect of the New KGH Facility, **DELETED** plus applicable GST to Project Co in quarterly instalments as set out in this Section 9 (the **“KGH Authority Funding”**); and
- (b) in respect of New VJH Facility, **DELETED** plus applicable GST to Project Co in quarterly instalments as set out in this Section 9 (the **“VJH Authority Funding”**),

together the **“Authority Funding”**.

9.3 KGH Quarterly Payment Amount

The amount of KGH Authority Funding payable by the Authority to Project Co as at the end of the Payment Period indicated in Table 1 of Appendix 8D will be:

- (a) the amount of the instalment applicable to that Payment Period as set out in Column B of Table 1 of Appendix 8D;

- (b) less the greater of the following amounts:
 - (1) the amount, if any, by which the KGH Cost to Date to the end of that Payment Period is less than the amount set out in Column C of Table 1 of Appendix 8D for that month; and
 - (2) the amount, if any, by which the KGH Cost to Complete as at the end of that Payment Period exceeds the amount set out in Column D of Table 1 of Appendix 8D for that Payment Period.

9.4 VJH Quarterly Payment Amount

The amount of VJH Authority Funding payable by the Authority to Project Co as at the end of the Payment Period indicated in Table 2 of Appendix 8D will be:

- (a) the amount of the instalment applicable to that Payment Period as set out in Column B of Table 2 of Appendix 8D;
- (b) less the greater of the following amounts:
 - (1) the amount, if any, by which the VJH Cost to Date to the end of that Payment Period is less than the amount set out in Column C of Table 2 of Appendix 8D for that Payment Period; and
 - (2) the amount, if any, by which the VJH Cost to Complete as at the end of that Payment Period exceeds the amount set out in Column D of Table 2 of Appendix 8D for that Payment Period.

9.5 Catch-Up Payments

- (a) If a quarterly payment of KGH Authority Funding is reduced as a result of Section 9.3(b) of this Schedule, Project Co may on a later date invoice the Authority for the amount so reduced once both the KGH Cost to Date and the KGH Cost to Complete as at the later date are greater than or equal to and less than or equal to, respectively, the amounts set out in Columns C and D of Table 1 of Appendix 8D for the Payment Period to which that quarterly payment applied; and
- (b) If a quarterly payment of VJH Authority Funding is reduced as a result of Section 9.4(b) of this Schedule, Project Co may on a later date invoice the Authority for the amount so reduced once both the VJH Cost to Date and the VJH Cost to Complete as at the later date are greater than or equal to and less than or equal to, respectively, the amounts set out in Columns C and D of Table 2 of Appendix 8D for the Payment Period to which that quarterly payment applied.

9.6 Invoicing and Payment

Project Co will invoice the Authority for amounts payable under this Section 9 at any time after the end of the applicable Payment Period (or at any time after the relevant date for invoicing set out in Section 9.5 of

this Schedule in the case of payment under Section 9.5 of this Schedule) and will include with that invoice:

- (a) a certificate of the Independent Certifier certifying the KGH Cost to Date, the KGH Cost to Complete, the VJH Cost to Date and the VJH Cost to Complete as at the end of the applicable Payment Period (or as at the date of the invoice in the case of payment under Section 9.5 of this Schedule);
- (b) copies of all certifications provided to, and communications from, the Senior Lenders with respect to payments to the Design-Builder;
- (c) a certificate of an officer of Project Co certifying that:
 - (1) Project Co is in compliance with all applicable provisions of the Senior Financing Agreements with respect to all payments to the Design-Builder made on or before the date of the invoice; and
 - (2) all funds to be drawn down or otherwise made available to Project Co for payment to the Design-Builder under the Senior Financing Agreements on or before the date of the invoice have been received by Project Co and paid to the Design-Builder.

The Authority will review each invoice submitted in accordance with this Section 9.6 of this Schedule within 5 Business Days and pay the amount approved by the Authority within 10 Business Days after receipt of the invoice.

9.7 Allocation of Authority Funding

For purposes of this Section 9 only, Project Co acknowledges that the amount allocated under the Design-Build Agreement is:

- (a) in respect of the New KGH Facility, the amount specified for this Section 9.7(a) in Appendix 15A [Appendix 15A [Financial Close Definitions and Links]; and
- (b) in respect of the New VJH Facility, the amount specified for this Section 9.7(b) in Appendix 15A [Appendix 15A [Financial Close Definitions and Links].

If the amount payable under the Design-Build Agreement is modified, Project Co will advise the Authority of any proposed adjustment to the allocation to the New KGH Facility and the New VJH Facility and will not make or permit any such adjustment without the consent of the Authority, which consent will not be unreasonably withheld.

APPENDIX 8A

FUNCTIONAL UNITS, UNIT DEDUCTION AMOUNTS, RECTIFICATION PERIODS

APPENDIX 8B

MONTHLY MISCELLANEOUS OCCUPANT REQUEST SERVICES PAYMENT

Miscellaneous Occupant Request Funding		
Contract Year	Monthly \$	Annual \$
2008/09	\$ -	\$ -
April 1 to June 30, 2009	\$ -	
July 2009	\$ 70,418	
August 2009	\$ 70,418	
September 2009	\$ 70,418	
October 2009	\$ 70,418	
November 1 - 18, 2009	\$ 42,251	
November 19 - 30, 2009	\$ 32,790	
December 2009	\$ 81,974	
January 2010	\$ 81,974	
February 2010	\$ 81,974	
March 2010	\$ 81,974	
2009/10		\$ 684,609
April 2010	\$ 81,974	
May 2010	\$ 81,974	
June 2010	\$ 81,974	
July 2010	\$ 81,974	
August 2010	\$ 81,974	
September 2010	\$ 81,974	
October 2010	\$ 81,974	
November 2010	\$ 81,974	
December 2010	\$ 81,974	
January 2011	\$ 81,974	
February 2011	\$ 81,974	
March 2011	\$ 81,974	
2010/11		\$ 983,689
April 2011	\$ 81,974	
May 1 - 16, 2011	\$ 43,720	
May 17 - 30, 2011	\$ 44,979	
June 2011	\$ 96,383	
July 2011	\$ 96,383	
August 2011	\$ 96,383	
September 2011	\$ 96,383	
October 2011	\$ 96,383	
November 2011	\$ 96,383	
December 2011	\$ 96,383	
January 2012	\$ 96,383	
February 2012	\$ 96,383	
March 2012	\$ 96,383	
2011/12		\$ 1,134,500

Miscellaneous Occupant Request Funding		
Contract Year	Monthly \$	Annual \$
April 2012	\$ 96,383	
May 2012	\$ 96,383	
June 2012	\$ 96,383	
July 2012	\$ 96,383	
August 1 - 11, 2012	\$ 35,340	
August 12 - 31, 2012	\$ 80,645	
September 2012	\$ 125,000	
October 2012	\$ 125,000	
November 2012	\$ 125,000	
December 2012	\$ 125,000	
January 2013	\$ 125,000	
February 2013	\$ 125,000	
March 2013	\$ 125,000	
2012/13		\$ 1,376,517
2013/14 (and subsequent Contract Years)	\$ 125,000	\$ 1,500,000
*Note: values presented unindexed and to be Index Linked		

APPENDIX 8C

ENERGY

APPENDIX 8D

AUTHORITY FUNDING

Table 1: KGH

A Payment Period (note that #1 is the period of Financial Close)	B Maximum Instalment	C Minimum Cost to Date	D Maximum Cost to Complete
2	2,470,223.51	DELETED	DELETED
5	6,984,978.37	DELETED	DELETED
8	11,255,630.25	DELETED	DELETED
11	11,970,978.92	DELETED	DELETED
14	10,037,032.47	DELETED	DELETED
17	10,934,313.16	DELETED	DELETED
20	7,233,218.87	DELETED	DELETED
23	7,651,391.02	DELETED	DELETED
26	11,299,906.64	DELETED	DELETED
29	11,579,172.08	DELETED	DELETED
32	12,118,019.44	DELETED	DELETED
35	10,756,305.10	DELETED	DELETED
38	8,545,353.42	DELETED	DELETED
41	5,045,263.09	DELETED	DELETED
44	2,616,023.07	DELETED	DELETED
47	1,443,981.04	DELETED	DELETED
50	721,990.52	DELETED	DELETED
53	-	DELETED	DELETED

Table 2: VJH

A Payment Period (note that #1 is the period of Financial Close)	B Maximum Instalment	C Minimum Cost to Date	D Maximum Cost to Complete
2	4,655,321.05	DELETED	DELETED
5	6,517,318.39	DELETED	DELETED
8	12,536,730.95	DELETED	DELETED
11	16,123,285.72	DELETED	DELETED
14	13,777,169.16	DELETED	DELETED
17	7,838,394.66	DELETED	DELETED
20	7,013,040.43	DELETED	DELETED
23	6,930,397.67	DELETED	DELETED
26	6,614,852.62	DELETED	DELETED
29	3,670,031.64	DELETED	DELETED
32	3,103,879.42	DELETED	DELETED
35	1,483,797.31	DELETED	DELETED
38	-	DELETED	DELETED
41	-	DELETED	DELETED
44	-	DELETED	DELETED
47	-	DELETED	DELETED
50	-	DELETED	DELETED
53	-	DELETED	DELETED

APPENDIX 8E

OTHER SITE SERVICES

OTHER SITE SERVICE PAYMENT			
Payment Period	Portion Index Linked \$	Portion Labour Index Linked \$	Total \$
July 2009	DELETED	DELETED	DELETED
August 2009	DELETED	DELETED	DELETED
September 2009	DELETED	DELETED	DELETED
October 2009	DELETED	DELETED	DELETED
November 2009	DELETED	DELETED	DELETED
December 2009	DELETED	DELETED	DELETED
<p>*Notes:</p> <p>This table assumes the First New Service Commencement Date is December 03, 2009. If the First New Service Commencement Date is delayed past December 03, 2009 the Other Site Service Payments will continue at the pro-rata daily rate for November 2009 until the First New Service Commencement Date occurs.</p>			