

SCHEDULE 8

PAYMENTS

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APPENDIX 8A FUNCTIONAL UNITS, PRIORITY LEVELS AND UNIT DEDUCTION AMOUNTS

APPENDIX 8B SERVICE PAYMENTS

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APPENDIX 8D RESPONSE TIME AND RECTIFICATION PERIOD REQUIREMENTS

APPENDIX 8E MARKET TESTED SERVICES COSTS

SCHEDULE 8

PAYMENTS

1. INTERPRETATION

1.1 Definitions

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

"Availability Condition" means, with respect to a Functional Unit, that the Functional Unit, Maintained Equipment within the Functional Unit and normal access routes are in a state or condition that:

- (a) allow safe and convenient access to all persons who are entitled to enter, leave, occupy or use it, using normal access routes; and
- (b) is complete, operational, safe, functional and fit for its intended use (as contemplated in the Room Data Sheets), and meets the requirements of Schedule 3 [Design and Construction] and Schedule 4 [Services Protocols and Specifications] specifically applicable to the relevant Functional Unit,

and for Functional Units on floors other than the ground floor at least one elevator is functional and operating to manufacturer's specifications;

"Capital Payment" means the sum for each Payment Period set out in Appendix 8B [Service Payments], Table 1 [Capital Payments];

"Construction Period Payment" has the meaning set out in Appendix 8C [Construction Period Payments];

"Cost to Date" as at a date means in respect of the Eligible Costs, the total amounts incurred by Project Co to construct the Project (including the amount of any holdback required under the *Builders Lien Act* (British Columbia), excluding GST), as certified by the Independent Certifier as contemplated in Section 3.4 of Schedule 2 [Design and Construction Protocols];

"Critical Event" means an Event which, if not corrected, is likely to deteriorate into an Emergency Event, or which is causing or is likely to cause, significant operational problems;

"Deduction" means a deduction from a Service Payment, calculated in accordance with this Schedule or under Schedule 2 [Design and Construction Protocols] or Schedule 4 [Services Protocols and Specifications] for Deductions specified in those Schedules;

"Diesel Fuel Services Payment" means the amount, applicable to a Payment Period, as set out in Section 1.2.1 of Appendix 4G [Utility Management Services] in respect of diesel fuel incurred in a preceding Payment Period;

"Eligible Costs" means all hard and soft Construction costs in the Design-Build Agreement (including any Equipment and any PST on costs), proposal development costs and Project Co special purpose vehicle

setup costs during Construction. Eligible Costs do not include financing fees, interest during Construction and GST;

"Emergency Event" means an Event which presents any one or more of:

- (a) a clear and present threat to human life safety or Facility security;
- (b) irreparable damage or destruction of equipment systems, buildings or any other asset; or
- (c) a breach of binding regulatory requirements or standards;

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

"Facility Maintenance Payment" means the sum for each Payment Period set out in Appendix 8B [Service Payments], Table 3 [Facility Maintenance Payments];

"Functional Unit" means a room or space which is specified as such in Appendix 8A [Functional Units, Priority Levels and Unit Deduction Amounts] 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;

"Lenders' Technical Advisor" means the Person appointed by the Senior Lenders from time to time to advise the Senior Lenders on technical matters, including with respect to certain conditions precedent to advances under the Senior Financing Agreements;

"Life Cycle Payment" means the sum for each Payment Period set out in Appendix 8B [Service Payments], Table 2 [Life Cycle Payments];

"Linked Unit" means, with respect to a Functional Unit, any other Functional Unit which is designated in Appendix 8A [Functional Units, Priority Levels and Unit Deduction Amounts] 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) a Service Failure which has been designated in Schedule 4 [Services Protocols and Specifications] or in this Schedule as a Low Service Failure; and
- (b) a Service Failure which has not been designated as a Medium Service Failure or High Service Failure;

"Market Tested Services Costs" means the costs for the Market Tested Services, as set out in Appendix 8E [Market Tested Services Costs] and as may be modified from time to time pursuant to Section 2.2 of this Schedule;

"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;

"New Service Provider Start Date" means:

- (a) the Service Commencement Date; or
- (b) if any Service Provider is replaced by a new Service Provider after the Service Commencement Date, either:
 - (1) in the case of replacement following a Market Testing, the later of the Market Testing Date to which the Market Testing related and the date on which the Preferred Service Tenderer begins to perform the relevant Market Tested Services; or
 - (2) in other cases, 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;

"Payment Adjustment Report" has the meaning set out in Section 7.1(g) of this Schedule;

"Payment Period" means a calendar month;

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

"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;

"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 specified as such for that Event in Appendix 8D [Response Time and Rectification Period Requirements] and in each case measured:

- (a) in the case of an Event that is classified as a Routine Event, from 7:30 am on the Business Day immediately following the day on which the Event is reported to the Help Desk or ought to have been reported to the Help Desk under Section 4.1 of Schedule 4 [Services Protocols and Specifications]
- (b) in the case of an Event that is not classified as a Routine Event, from the time that the Event is reported to the Help Desk or ought to have been reported to the Help Desk under Section 4.1 of Schedule 4 [Services Protocols and Specifications];

- (c) 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” for an Event means the amount of time specified as such for that Event in Appendix 8D [Response Time and Rectification Period Requirements], during which Project Co must Respond, and in each case calculated from the time that the Event is reported to the Help Desk or ought to have been reported to the Help Desk under Section 4.1 of Schedule 4 [Services Protocols and Specifications];

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

“Routine Event” means an Event which is not an Emergency Event or a Critical Event, and is not likely, even if not corrected, to deteriorate into an Emergency Event or a Critical Event;

“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 Ploughing and Removal Services Payment” means the amount, applicable to a Payment Period, as set out in Section 2.1.1.8(1) of Appendix 4E [Roads, Grounds and Landscape Maintenance Services] in respect of snow ploughing incurred in a preceding Payment Period;

“Table 8C-1” means Table 8C-1 attached to Appendix 8C [Construction Period Payments];

“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” means that:

- (a) 25% or more of the Functional Units which are ranked a category 2 are Unavailable at the same time and a Rectification Period has expired with respect to each such Unavailable Functional Unit;
- (b) 50% or more of the Functional Units which are ranked a category 3 are Unavailable at the same time and a Rectification Period has expired with respect to each such Unavailable Functional Unit;

(c) 75% or more of the washrooms in the Facility are Unavailable at the same time and a Rectification Period has expired with respect to each such washroom;

(d) any of the following are not accessible:

(1) two or more of the required fire exits; or

(2) all public elevators and the service elevator;

and a Rectification Period has expired with respect to each Event that caused such lack of access and the Authority has not approved a mitigation plan put forward by Project Co.

"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, 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 to be Unavailable; and

"Unit Deduction Amounts" means the amount of the Deduction specified in Appendix 8A [Functional Units, Priority Levels and Unit Deduction Amounts] per Functional Unit for an Unavailability Event, which amounts are Index Linked.

2. CALCULATION OF SERVICE PAYMENTS

2.1 Service Payment

From and after the Service Commencement Date, the Authority will pay Project Co in respect of each Payment Period the Service Payment calculated as follows:

- (a) the Capital Payment for that Payment Period set out in Appendix 8B [Service Payments], Table 1 [Capital Payments], which amount will not be Index Linked; plus
- (b) the Life Cycle Payment for that Payment Period set out in Appendix 8B [Service Payments], Table 2 [Life Cycle Payments], which amount will be Index Linked; plus
- (c) the Facility Maintenance Payment for that Payment Period set out in Appendix 8B [Service Payments], Table 3 [Facility Maintenance Payments], which amount will be Index Linked; plus
- (d) the Diesel Fuel Services Payment; plus
- (e) the Snow Ploughing and Removal Services Payment; and

- (f) subject to Section 3.1 of this Schedule, minus the aggregate of Deductions in respect of the Payment Period that is two Payment Periods before the Payment Period described in Section 2.1(a).

Provided that

- (g) if the first Payment Period after the Service Commencement Date is less than a full calendar month, the Service Payment will be reduced by the same proportion that such Payment Period is less than a full calendar month;
- (h) if the last Payment Period of the Term is less than a full calendar month, the Service Payment will be reduced by the same proportion that the last Payment Period is less than a full calendar month; and
- (i) the Service Commencement Date and the date Service Payments commence will not be earlier than March 14, 2017 notwithstanding Project Co achieving Service Commencement earlier than such date.

Project Co acknowledges and agrees that the Payment Periods identified in the tables in Appendix 8B [Service Payments] assume that Service Commencement will be achieved by the Target Service Commencement Date and the Payment Periods are expressed numerically in terms of the Payment Periods starting from the Target Service Commencement Date. If Service Commencement is achieved after the Target Service Commencement Date, then the first Service Payment will be for the relevant Payment Period, or prorated portion thereof, indicated for the time after the Target Service Commencement Date, and Project Co will not be entitled to any Service Payment for Payment Periods, or prorated portions thereof, between the Target Service Commencement Date and the Service Commencement Date.

2.2 Effect of Market Testing

On the appointment of any Preferred Service Tenderer, or, if applicable, on the completion of the re-pricing of a Market Tested Service pursuant to a Market Testing or as otherwise agreed by the Authority, the Service Payments following the Market Testing will be adjusted according to the following procedure:

- (a) new Market Tested Services Costs will be determined and calculated for each Payment Period for the applicable Contract Year in accordance with Appendix 4K [Market Testing Procedure];
- (b) after such calculations, the Service Payments will be adjusted by the amount of the difference (positive or negative) between the new Market Tested Services Costs and the previous Market Tested Services Costs;
- (c) any adjustment to the Service Payments will take effect, in the case of Market Tested Services subject to a Benchmarking Exercise, on the Market Testing Date or as otherwise agreed by the parties, and in the case of all other Market Tested Services, on the later of the Market Testing Date to which the Market Testing related and the date on which the Preferred Service Tenderer begins to perform the relevant Market Tested Services; and

- (d) for the purpose of subsequent Market Testing, Appendix 8E [Market Tested Services Costs] will be deemed to be modified as required to give effect to the new Market Tested Services Costs.

2.3 Energy Gainshare/Energy Painshare

The Authority will pay Project Co the applicable Energy Gainshare, and Project Co will pay the Authority the applicable Energy Painshare, within 30 days after the invoice submitted under Section 5.4 of Appendix 2D [Energy].

3. DEDUCTIONS FROM SERVICE PAYMENTS

3.1 Entitlement to Make Deductions

If at any time after the 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 aggregate of all Deductions that the Authority may make from a Service Payment may not exceed the amount of the Service Payment in respect of a Payment Period before the Deductions; 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

Project Co will classify an Event as a Service Failure or an Unavailability Event (and the rank thereof) at the time at which the Demand Requisition is provided to the Help Desk. The Authority may, in its discretion, require Project Co to revise all or any part of such classification.

If the Authority exercises its right to revise Project Co's initial classification of an Event, Project Co will proceed with the required response and Rectification in accordance with such revised classification, without prejudice to Project Co's right to challenge the revised classification under the Dispute Resolution Procedure.

If an Event which results 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 that the Demand Requisition is reported, to the Help Desk, 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, there will be deemed to be an Unavailability Event for each Functional Unit 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, 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 (including Temporary Alternative Accommodation) is Unavailable (including, for greater certainty, Functional Units that are deemed Unavailable under Section 3.9 of this Schedule) but the Authority continues to use it or a Linked Unit for the intended use or purpose of that Functional Unit, Temporary Alternative Accommodation or Linked Unit, for the purposes of Section 3.4 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 Index Linked;
- (b) for a Medium Service Failure, the sum of Index Linked; and
- (c) for a Low Service Failure, the sum of Index Linked.

3.8 Response Time

If an Event occurs and a Response Time is indicated pursuant to Schedule 4 [Services Protocols and Specifications] and Appendix 8D [Response Time and Rectification Period Requirements], 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 Deduction Triggers

If an Event occurs:

- (a) in the case of a Service Failure for which there is no Rectification Period, 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), including any Service Failure for which there is a Rectification Period within the Rectification Period:
 - (1) the applicable Deduction will be made for the Event;
 - (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; and
 - (3) for the avoidance of doubt, Response Times will not apply to deemed Events contemplated under Section 3.9(d)(2).

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 earlier of the Permanent Repair Deadline and the date on which the Permanent Repair is completed;
- (e) if the Permanent Repair is not completed by the Permanent Repair Deadline:
 - (1) 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
 - (2) Project Co may revise the Temporary Repair Proposal and resubmit such proposal to the Authority as a new Temporary Repair Proposal pursuant to Section 3.11(b) of this Schedule; 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 any Laws, 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

During the 28 day period beginning on the Service Commencement Date, the amount of any Unavailability Deductions for Unavailability Events directly caused by Deficiencies 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 each Service 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:

- (a) during the first 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by
- (b) during the next 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by and
- (c) during the final 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by

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

3.16 Demand Requisition

Project Co will, and the Authority may, issue Demand Requisitions for all Events, including when any element of the Facility does not comply with the requirements of this Agreement (including Schedule 3 [Design and Construction Specification] and Schedule 4 [Services Protocols and Specifications]).

It shall be deemed a Low Service Failure if Project Co does not issue a Demand Requisition in such circumstances.

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 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 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 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 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) of this Schedule 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 at the following times, unless otherwise agreed by the parties:

- (a) in the circumstances referred to in Section 4.3 [Consequential Amendments to Appendix 8A] of Schedule 6 [Changes, Minor Works and Innovation Proposals];
- (b) following the Service Commencement Date; and
- (c) at least once in every Contract Year following the first anniversary of the Service Commencement Date for the purposes of the following Contract Year.

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 [Changes, Minor Works and Innovation Proposals].

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 following Contract Year; or
- (b) agree to adjustments to the relevant matter to take effect in the following 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 [Changes, Minor Works and Innovation Proposals].

5.3 Effective Time of Adjustments

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

5.4 Result of Change, Minor Works or Innovation Proposal

As set out in Section 5.3 of Schedule 6 [Changes, Minor Works and Innovation Proposals] the parties will review and agree any changes to Appendix 8A [Functional Units, Priority Levels, and Unit Deduction Amounts] that are needed as the result of a Change, Minor Works or an Innovation Proposal.

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 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 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;
- (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 of Schedule 4 [Services Protocols and Specifications] and Section 12.1 of this Agreement.

7. GENERAL PAYMENT PROVISIONS

7.1 Invoicing and Payment Arrangements

With respect to invoicing and payment, the following will apply.

- (a) All Service Payments, except for any Diesel Fuel Services Payment and Snow Ploughing and Removal Services Payment, will be payable in advance for each Payment Period.
- (b) Any Diesel Fuel Services Payment will be payable in arrears. Project Co will use reasonable efforts to include in its invoice amounts in respect of any relevant Services within one Payment Period following the Payment Period in which such Services were carried out. Project Co will include in its invoice an amount in respect of any relevant Services within two Payment Periods following the Payment Period within which such Services were carried out, and after that time Project Co waives the right to any claims against the Authority for payment in respect of such Services.
- (c) Any Snow Ploughing and Removal Services Payments will be payable in arrears. Project Co will use reasonable efforts to include in its invoice amounts in respect of any relevant Services within one Payment Period following the Payment Period in which such Services were carried out. Project Co will include in its invoice an amount in respect of any relevant Services within two Payment Periods following the Payment Period within which such Services were carried out, and after that time Project Co waives the right to any claims against the Authority for payment in respect of such Services.
- (d) A minimum of 10 Business Days prior to each Payment Period (referred to as the applicable Payment Period for the purpose of this Section 7.1(d)), 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 Service Payment for the applicable Payment Period;
 - (2) the Deductions in respect of the Payment Period that is two Payment Periods before the applicable Payment Period;
 - (3) the amount of the Diesel Fuel Services Payments in respect of any Payment Period that is two or more Payment Periods before the applicable Payment Period and for which an invoice has not already been provided by Project Co pursuant to this Section 7.1(b);
 - (4) the amount of the Snow Ploughing and Removal Services Payments in respect of any Payment Period that is two or more Payment Periods before the applicable Payment Period and for which an invoice has not already been provided by Project Co pursuant to this Section 7.1(c);
 - (5) the final Performance Monitoring Report and Payment Adjustment Report for the Payment Period described in Section 7.1(d)(2) of this Schedule;

- (6) any adjustments to a previous Payment Period, as set out in the applicable Payment Adjustment Report;
 - (7) any amount owing to the Authority under this Agreement;
 - (8) any amount owing to Project Co under this Agreement;
 - (9) the amount of applicable GST, and any other information prescribed under the Excise Tax Act (Canada);
 - (10) the amount of applicable PST;
 - (11) Project Co's GST registration number; and
 - (12) the net amount owing by the Authority to Project Co, or by Project Co to the Authority, as applicable.
- (e) The Authority will review each invoice submitted in accordance with this Section 7.1 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. If an invoice does not meet any of the invoicing requirements, Project Co must resubmit a complete invoice which will be reviewed by the Authority within 5 Business Days after receipt and the Authority will pay the amount approved by the Authority within 10 Business Days after receipt of such complete invoice.
- (f) The Authority will not be obligated to make any payment unless all conditions of payment in this Agreement have been satisfied.
- (g) Within 10 Business Days following the end of each Payment Period, Project Co will submit to the Authority:
- (1) a draft Performance Monitoring Report; and
 - (2) a draft of a report (a "**Payment Adjustment Report**") setting out any adjustments, including Deductions, to the Service Payments for that Payment Period, the amount of the Diesel Fuel Services Payment, the Snow Ploughing and Removal Services Payment and the amount of over-payment or under-payment from the amount paid previously by the Authority for that Payment Period.
- (h) The Authority may, but is not obligated to, provide comments to Project Co on the draft Performance Monitoring Report and the draft Payment Adjustment Report, which comments will be given due regard by Project Co in finalizing the Performance Monitoring Report and Payment Adjustment Report.
- (i) By the applicable date set out in Section 7.1(d) of this Schedule, Project Co will submit to the Authority:
- (1) a final Performance Monitoring Report for that Payment Period; and

- (2) a final Payment Adjustment Report, identifying changes in the final Payment Adjustment Report from the draft Payment Adjustment Report submitted by Project Co to the Authority in accordance with Section 7.1(g) of this Schedule.
- (j) 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.
- (k) 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 within 30 days after the expiry of the Term Project Co will provide the Authority with a final invoice setting out Project Co's calculations to reconcile any over-payments or under-payments and the Authority or Project Co, as applicable, will promptly pay the amount properly due and payable to the other party.
- (l) 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. CONSTRUCTION PERIOD PAYMENTS

The Authority will make payments to Project Co during the Construction Period in accordance with Appendix 8C [Construction Period Payments].

APPENDIX 8A

FUNCTIONAL UNITS, PRIORITY LEVELS AND UNIT DEDUCTION AMOUNTS

Unit Deduction Amounts:

- (a) for a Priority Level 1 Functional Unit, Index Linked;
- (b) for a Priority Level 2 Functional Unit, Index Linked;
- (c) for a Priority Level 3 Functional Unit, Index Linked;
- (d) for a Priority Level 4 Functional Unit, Index Linked; and
- (e) for a Priority Level 5 Functional Unit, Index Linked.

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
A1 Entrance, Concourse and Informal Learning				
01	Reception	1		3
02	Coffee Kiosk	1		5
03	Concourse Seating	1		5
04	Project Room	4		4
05	Kitchen Area	1		4
06	Individual Study Nodes	20		5
07	Storage, Events	1		4
08	Media Gallery	1		3
09	Informal Pod	2		5
A2 General Classrooms and Lecture Theatres				
01	Classroom, 40-Seat Interactive TV	1	A2-02 Control Booth	2
02	Control Booth	1	A2-01 Classroom, 40-Seat Interactive TV	2
03	Medium Classroom	3		2
04	Small Classroom, 20-Seat	5		2
05	Small Classroom, 25-Seat	6		2
06	Lecture Theatre, Large	1	A2-07 Control Booth	2

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
07	Control Booth	1	A2-06 Lecture Theatre, Large	2
08	Storage	1		4
09	Lecture Theatre, Mid-Sized	1	A2-10 Control Booth	2
10	Control Booth	1	A2-09 Lecture Theatre, Mid-Sized	2
A3 Library/Learning Commons & Centre for Teaching and Learning				
01	Learning Commons Area	1		2
02	Study Room	3		3
03	Study Room, Large	1		3
04	Classroom	1		2
05	Writing Area	1		3
06	Writing Centre Office	1		4
07	Office, ESL Faculty	1		4
08	Support	1		4
09	Small Meeting	2		3
10	Office, Coordinator	1		4
11	Office, Staff	1		4
12	Resource Library	6		3
13	Informal Seating	1		4
14	Sandbox/Media Stations	4		3
15	Service Desk, Workroom and Technical Services	1		3
16	Self-Check Stations	3		3
17	Periodical Collection	1		3
18	Informal Seating	1		4
19	Computer Station	1		3
20	Main Collection	1		3
21	Informal Seating	1		4
22	Student Carrel	7		4
23	Light Table	2		4
24	Bound Periodicals	1		2
25	Film/Video Collection	1		2
26	Materials Collection	1		2
27	Office, University Librarian	1		4
28	Office, Librarian	4		4
29	Artists Books Reading Room	1		2
30	University Archives, Film CollectionWoskCollection	1		2
A4 Computer Lab and Classroom Support Services				
01	Computer Lab - Continuing Studies	1		2
02	Workstation, Mac Administrative Support Technician	1		4
03	Workstation, NB Mac Studio Technician	1		4
04	Staging/Imaging/Workshop	1		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
05	Office, Media Services Manager	1		4
06	Control Room/Workstation, Classroom Support Technician	1		4
07	AV Presentation Equipment Inventory and Service Desk	1		2
08	Computer Lab	1		2
B1 Foundation				
01	Foundation Lab	7		2
02	Changing Room	2		5
03	Creative Process Shop	1		2
04	Assembly Area	1		2
05	Media Processing Workstations	1		2
06	Storage	1		4
07	Technician Office	1		4
08	Computer Lab	1		2
09	Lounge Area	1		4
10	Storage, Works in Progress	1		4
11	Office, Administrative Coordinator	1		4
12	Faculty Office	11		4
13	Sessional Room	2		4
B2 Animation				
01	Project Room/Informal Gathering	1	Link to B2-01 to B2-11	2
02	Camera/Puppet Room	1	Link to B2-01 to B2-11	2
03	Editing Suite	6	Link to B2-01 to B2-11	2
04	Computer Lab	1	Link to B2-01 to B2-11	2
05	General Animation Studio	1	Link to B2-01 to B2-11	2
06	Computer Animation Alcove	1	Link to B2-01 to B2-11	3
07	Image Capture Alcove	1	Link to B2-01 to B2-11	3
08	Senior Studio	1	Link to B2-01 to B2-11	2
09	Media Studio	1	Link to B2-01 to B2-11	2
10	Technician Office/Storage	1	Link to B2-01 to B2-11	4
11	Faculty Office	6		4
B3 Film, Video and Integrated Media				
01	Pre-Production Space/Lounge	1		2

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
02	Production Studio	1		2
03	Equipment Storage	1		4
04	Sound Studio - Control Room	1		2
05	Sound Studio - Recording Studio	1		2
06	Post Production Audio/Visual Suite	4		2
07	Machine Room	1		2
08	Multipurpose Teaching/Screening Room	1		2
09	Critique/Screening	1		3
10	Project Room	1		3
11	Faculty Office	4		4
12	Sessional Office	1		4
13	Technician Office	1		4
14	Photo Studio	1		2
15	Equipment Storage	1		4
16	Service Desk	1		3
17	Equipment Storage	1		4
18	Workstation, AV Technician	4		4
19	Office, Sr. Equipment Technician and Repair	1		4
20	Office, AV Coordinator	1		4
21	Deep Storage	1		4
B4 Interactive + Social Media Art (ISMA)				
01	Student Lounge Area	1		4
02	Project Room	1		3
03	Faculty Office	2		4
B5 Critical and Cultural Studies, Community Engagement + Projects				
01	Informal Pod	1		4
02	Project Room	1		3
03	Storage Room	1		4
04	Faculty Office	12		4
05	Sessional Office	1		4
06	Teacher Assistant Office	1		4
B6 Communications, Industrial and Interaction Design				
01	Student Lounge Area	1		4
02	Technician Support Office	1		2
03	Design Studio	1		2
04	Drying Room/Storage	1		4
05	Paint/Adhesive Spray Booth	1		2
06	3-D Design Studio	1		2
07	Work In Progress Storage	1		4
08	Interaction Design Studio	1		2
09	Critique Room	1		3
10	Senior Studio/Industrial Design Studio	1		2
11	Shared Studio	1		2
12	Faculty Office	14		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
13	Sessional Office	2		4
14	White Box Display/Installation	2		3
B7 Painting, Drawing and Illustration				
01	DrawingStudio	3		2
02	Prop Storage Room	1		4
03	Changing Room	2		4
04	Painting Studio	4		2
05	Drying Area	1		2
06	Storage	1		4
07	Illustration Lab	2		2
08	Illustration Digital Studio	1		2
09	Critique Room/Studio	1		3
10	Senior Studio	1		2
11	Storage/Support	1		4
12	Faculty Office	12		4
13	Sessional Office	1		4
B8 Photography, Print Media and Digital Output Centre				
01	Informal Pod	1		4
02	Critique Room/Studio	1		3
03	Senior Digital Lab	1		2
04	Computer Lab	1		2
05	Dark Room	7		2
06	Wet Labs	3		2
07	Chemistry Lab	1		2
08	Projection Room	1		3
09	Photo Mural Room	1		3
10	Preparation Lab	1		2
11	Office, Photography Coord	1		4
12	Technician Office, Shared	1		4
13	Faculty Office	4		4
14	Printmaking Studio	1		2
15	Etchant Room	1		2
16	Spray Room	1		2
17	Plate Processing and Coating Room	1		2
18	Graining Room	1		2
19	Exposure Unit Room	1		2
20	Screen Washout Room	1		2
21	Letter Press Room	1		2
22	Support/Storage	1		4
23	Senior Studio	1		2
24	Storage/Support	1		4
25	Technician Office (shared)	1		4
26	Faculty Office	4		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
27	Digital Output Centre	1	B8-29 Workstation, Studio Technician, Output Service Bureau	2
28	Storage of Supplies	1		4
29	Workstation, Studio Technician, Output Service Bureau	2	B8-27 Digital Output Centre	2
B9 Ceramics and Sculpture				
01	Ceramics Studio, Hand-Building	1		2
02	Ceramics Studio, Throwing	1		2
03	Ceramics Studio, Casting	1		2
04	Ceramics Studio, Plaster Room	1		2
05	Senior Studio, Ceramics	1		2
06	Glaze Lab	1		2
07	Glaze Application Room	1		2
08	Glaze Spray Booth	1		2
09	Electric Kiln Room	1		2
10	Faculty Office	4		4
11	Technician Shared Office	1		4
12	Sculpture Studio - Scheduled	1		3
13	Sculpture Studio - Works in Progress	1		2
14	Senior Studio, Sculpture	1		2
15	Assembly Area	2		2
16	Installation Room - Large	1		2
17	Faculty Office	2		4
18	Sessional Shared Office	1		4
B10 Integrated Technology Support				
01	Primary (VAMP) Shop	1		2
02	Hand Bench/Assembly/Drying Area	1		2
03	Supplies/Tools Storage	1		3
04	Tech Support Office	1		4
05	Metal Shop	1		2
06	Assembly/Welding Area	1		2
07	Grinding Room	1		2
08	Supplies/Tools Storage	1		4
09	Technician Support Office	1		4
10	Synthetics/Wax/Casting Shop	1		2
11	Supplies/Tools Storage	1		4
12	Technician Support Office	1		4
13	Large Paint Booth and Drying Area	1		2
14	Primary (Design) Shop	1		2
15	Hand Bench/Assembly/Drying Area	1		2
16	Advanced Materials Processing	1		2

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
17	Supplies/Tools Storage	1		4
18	Tech Support Office	2		4
19	Prototyping Lab	1		2
20	Supplies/Tools Storage	1		4
21	Technician Office (Shared)	1		4
22	Soft Shop/Textiles/Embroidery	1		2
23	Supplies/Tools Storage	1		4
24	Technician Support Office	1		4
25	Interaction/Robotics/WIP Lab	1		2
26	Supplies/Tool Storage	1		4
27	Technician Support Office	1		4
28	Tool Crib	1		2
29	Storage, Re-sale Materials	1		4
30	Technician Support Office	1		4
31	Leeway Studio	1		2
32	Assembly Area	1		2
33	CS Tech Office Area	6		4
34	Storage, Course Supplies	1		4
35	Leeway/Alumni/Paint Workshop	1		2
36	Technician Office (Shared)	1		4
37	CS Course Support Locker	6		4
38	Client Supplies Storage	1		4
39	Office, Manager, Shop Technology	1		4
40	Office, Administrative Assistant	1		4
41	First Aid Room	1		2
B11 Graduate Studies				
01	Graduate Student Lounge	1		4
02	Meeting Room/Resource Collection	1		3
03	Graduate Studio	1		2
04	Painting Studio	1		2
05	Black-Out Studio	2		2
06	Sound Studio	1		2
07	Works in Progress Storage	1		4
08	Artist in Residence Studio	1		2
09	Graduate Gallery	1		4
10	Office, Dean	1		4
11	Workstation, Administrative Assistant	1		4
12	Faculty Office	3		4
13	Office, CRC Chair	2		4
B12 Industry Liaison Office and Research				
01	Agora	1	B1-02 Reception	3
02	Reception	1	B1-01 Agora	3
03	Storage	1		4
04	Seminar Room	1		2

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
05	Office, Director, Research	1		4
06	Office, Associate VP Research + Industry Liaison	1		4
07	Office, Director, Social Interactive Media Centre	1		4
08	Office, Manager, Research + Industry	1		4
09	Office, Project Manager	1		4
10	Office, Research Ethics Board Coordinator	1		4
11	Office, Finance Compliance Officer	1		4
12	Workstation, Administrative Assistant	1		4
13	Project Station	2		4
14	Workroom A	1		4
15	Interview Room	1		4
16	Motion Capture Studio	1	B1-17 Workstation, MoCap Technician	2
17	Workstation, MoCap Technician	1	B1-16 Motion Capture Studio	2
18	Studio Support	1		3
19	Health Design Lab	1		2
20	Office, Director of HDL	1		4
21	Media Lab	1		2
22	Sound Booth, High End	1		2
23	Sound Booth, Regular	1		2
24	S3D Studio	1		2
25	Material Matters Studio	1		2
26	Meeting/Break Room	1		4
27	General Lab, 1 Module	1		2
28	General Lab, 3 Module	2		2
29	Storage	2		4
C1 Student Commons, Student Services and Continuing Studies				
01	Waiting	1		4
02	Reception Station	5		3
03	Meeting Room	2		3
04	Large Meeting Room	1		3
05	Office, Vice President Enrolment and Student Services	1		4
06	Workstation, Executive Assistant	1		4
07	Office, Associate Registrar, Admissions + Recruitment	1		4
08	Office, Coordinator, Student Recruitment	1		4
09	Office, Admissions Advisor	1		4
10	Workstation, Administrative Assistant, Admissions + Recruitment	3		4
11	Office, Associate Registrar, Awards and Advising	1		4
12	Office, Financial Awards Advisor	1		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
13	Office, Faculty Advisor	2		4
14	Workstation, Administrative Assistant, Advising Centre	1		4
15	Workstation, Administrative Assistant, Financial Awards	1		4
16	Office, Associate Registrar, Records + Registration	1		4
17	Office, Registration Advisor	1		4
18	Workstation, Administrative Assistant, Admissions + Registration	1		4
19	Office, Coordinator, Colleague System	1		4
20	Office, Dean, Continuing Studies	1		4
21	Office, Manager, Operations	1		4
22	Office, Marketing Manager	1		4
23	Office, Scheduler	1		4
24	Office, Program Director	2		4
25	Workstation, Program Coordinator	2		4
26	Workstation, Program Assistant	6		4
27	File Storage	1		2
28	Meeting Area	1		4
29	Adjunct Instructor Office	1		4
30	Records Storage Room	1		2
31	Office Workroom B	1		4
32	Kitchenette	1		4
33	Waiting	1		4
34	Receptionist	1		4
35	Office, Student Life Coordinator	1		4
36	Office, Manager, International Education	1		4
37	Workstation, Administrative Assistant, International Ed.	1		4
38	Office, International Student Advisor	1		4
39	Workstation, Admin. Assistant CAFA Program	1		4
40	Office, Counsellor	3		4
41	Office, Disability Services Coordinator	1		4
42	Equipment Storage Room	1		4
43	Physician's Office	1		4
44	Quiet Room	1		3
C2 Aboriginal Gathering Place				
02	Meeting Space	1		3
01	Student Computer Lab	1		2
03	Studio/Workshop	1		2
04	Office, Aboriginal Program Coordinator	1		4
05	Office, Assistant	1		4
06	Office, Visiting Artist/Scholar	1		4
C3 Gallery				

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
01	READ Bookstore	1		2
02	Gallery	1	C3-03 Storage	2
03	Storage	1	C3-02 Gallery	2
04	Studio Workroom	1		4
05	Visual & Design Resource Space	1		4
06	Meeting Room/Layout Space	1		4
07	Office, Curator	1		4
08	General Office	1		4
C4 Books/Supplies Store				
01	Book/Supplies Store	1		3
02	Storage	1		4
03	Office	1		4
C5 Food Services				
01	Kitchen	1	C5-03 Eating Area	2
02	Storage	1		4
03	Eating Area	1	C5-01 Kitchen	2
C6 Students' Union				
01	Office, Coordinator	1		4
02	Workstation, 2nd Staff	1		4
03	Drop-in Workstation	3		4
04	Waiting/Reception	1		4
05	Office Workroom A	1		4
06	Storage	1		4
07	Club Storage	1		4
08	Meeting/Multipurpose Room	1		3
09	Radio Broadcast Ante Room	1		3
10	Radio Station Broadcast	1		3
11	Publication Office	1		3
C7 General Meeting Rooms				
01	Conference Room, Large	1		3
02	Conference Room	1		3
03	Control Room	1		3
D1 VP Academic and Deans				
01	Office, Vice President Academic and Provost	1		4
02	Workstation, Executive Assistant	1		4
03	Office, Academic Curriculum Coordinator	1		4
06	Waiting	1		4
04	Office, Dean	3		4
05	Workstation, Administrative Assistant	3		4
07	File Storage	1		3
08	Workroom A	1		4
09	Meeting Room	1		3
D2 Communications and University Advancement				
01	Office, Executive Director	1		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
02	Office, Communications Officer	1		4
03	Workstation, Senior Graphics Designer/Content Producer	2		4
04	Workstation, Administrative Assistant	1		4
05	Project Station	2		4
06	Office, Associate VP, Advancement and Alumni	1		4
07	Office, Annual Fund + Alumni Relations Officer	1		4
08	Workstation, Administrative Assistant	4		4
09	Project Station	2		4
10	Waiting	1		4
11	Workroom A	1		4
12	Kitchenette	1		4
13	Files	1		3
14	Meeting/Project Room	1		3
15	Storage, Marketing	1		4
16	Storage, Events	1		4
D3 Facilities				
01	Office, Director, Facilities	1		4
02	Office, Occupational Health and Safety	1		4
03	Workstation, Administrative Assistant	2		4
04	File Storage	1		4
05	Workroom/Meeting Room	1		3
06	Secure Room	1		2
07	Reception Counter	1		4
D4 Finance				
01	Office, Director, Financial Services	1		4
02	Office, Financial Services Manager	1		4
03	Office Senior Accountant	1		4
04	Office Accounts Payable Coordinator	1		4
05	Workstation, Intermediate Accountant	1		4
06	Workstation, Accounting Clerk	3		4
07	Workstation, Payroll Clerk	2		4
08	Project Station	2		4
09	Office, University Research Officer	1		4
10	Project/Auditors Room	1		4
11	File Storage	1		3
12	Workroom B	1		4
13	Kitchenette	1		4
14	Reception/Waiting	1		4
15	Confidentiality Room	1		4
16	Cash Counting Room	1		4
D5 Human Resources				
01	Office, Director, Human Resources	1		4
02	Office, Human Resources Advisor	4		4

Ref. Num. of Functional Unit (as per Room Data Sheets)	Space Designation	Number of Functional Units	Linked Units	Priority Level
03	Workstation, HR Administrator	1		4
04	File Storage	1		3
05	Meeting Room - Small	1		3
06	Testing Room/Quiet Room	1		3
07	Reception/Waiting	1		4
08	CUPE Office	1		4
09	Faculty Association Office	1		4
D6 Information Technology Services				
01	Office, Director, IT	1		4
02	Office, Manager, IT	1		4
03	Workstation, Coordinator PC & Client Support	1		4
04	Workstation, Coordinator of Information Applications	1		4
05	Workstation, Network Operations Coordinator	1		4
06	Workstation, Programmer	1		4
07	Workstation, Computer Technician	2		4
08	Project Station	2		4
09	Workshop	1		4
10	Kitchenette	1		4
11	Meeting/Project Room	1		4
12	Server Room	1		1
D7 President's Office				
01	Office, President	1		4
02	Office, VP Finance and Administration	1		4
03	Workstation, University Secretary	1		4
04	Workstation, Executive Assistant to VP Finance	1		4
05	Waiting	1		4
06	File Storage	1		3
D8 Shipping & Receiving/Maintenance				
01	Office, Shipping and Receiving	1		4
02	Staging Area	1		4
03	General Storage	1		4
04	Furniture Storage	1		4
05	Recycling	1		4
06	Maintenance Office	1		4
07	Maintenance Storage	1		4
08	End of Journey Showers	3		4
09	Lockers	1		4
D9 Faculty and Staff Lounge				
01	Faculty and Staff Lounge	1		4
03	Mail Room	1		3

Total Functional Units

651

APPENDIX 8B

SERVICE PAYMENTS

This Appendix 8B consists of three tables:

- (a) Table 1 [Capital Payments];
- (b) Table 2 [Life Cycle Payments]; and
- (c) Table 3 [Facility Maintenance Payments].

Note: Payments and totals shown are amounts rounded to the nearest whole dollar.

Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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*To be adjusted in accordance with Section 2.1(g) of Schedule 8

Emily Carr University of Art + Design Campus Redevelopment Project**Table 1 (Capital Payments) Appendix 8B**

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 1 (Capital Payments) Appendix 8B**

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 1 (Capital Payments) Appendix 8B**

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 1 (Capital Payments) Appendix 8B**

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 1 (Capital Payments) Appendix 8B

A	B
Payment Period	Capital Payment (\$ not Index Linked)
361*	

*Applicable if Payment Period 361 is less than a full calendar month and will be adjusted in accordance with Section 2.1(h) of Schedule 8

Emily Carr University of Art + Design Campus Redevelopment Project

Table 2 (Life Cycle Payments) of Appendix 8B

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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*To be adjusted in accordance with Section 2.1(g) of Schedule 8

Emily Carr University of Art + Design Campus Redevelopment Project**Table 2 (Life Cycle Payments) of Appendix 8B**

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 2 (Life Cycle Payments) of Appendix 8B**

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 2 (Life Cycle Payments) of Appendix 8B

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 2 (Life Cycle Payments) of Appendix 8B

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 2 (Life Cycle Payments) of Appendix 8B**

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 2 (Life Cycle Payments) of Appendix 8B**

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 2 (Life Cycle Payments) of Appendix 8B

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 2 (Life Cycle Payments) of Appendix 8B

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 2 (Life Cycle Payments) of Appendix 8B**

A	B
Payment Period	Life Cycle Payments (\$ as of Base Date) (Index Linked)
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*Applicable if Payment Period 361 is less than a full calendar month and will be adjusted in accordance with Section 2.1(h) of Schedule 8

Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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*To be adjusted in accordance with Section 2.1(g) of Schedule 8

Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 3 (Facility Maintenance Payments) of Appendix 8B

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project

Table 3 (Facility Maintenance Payments) of Appendix 8B

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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Emily Carr University of Art + Design Campus Redevelopment Project**Table 3 (Facility Maintenance Payments) of Appendix 8B**

A	B
Payment Period	Facility Maintenance Payments (\$ as of Base Date) (Index Linked)
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*Applicable if Payment Period 361 is less than a full calendar month and will be adjusted in accordance with Section 2.1(h) of Schedule 8

APPENDIX 8C

CONSTRUCTION PERIOD PAYMENTS

1. CONSTRUCTION PERIOD PAYMENT AMOUNTS

The Authority will make monthly payments (each a "Construction Period Payment") to Project Co during the Construction Period in accordance with this Appendix. The amount payable by the Authority to Project Co as at the end of the month indicated in Table 8C-1 will be the amount by which the lesser of:

- (a) the cumulative maximum applicable to that month as set out in Column B of Table 8C-1;
and
- (b) of the Cost to Date at the end of that month,

exceeds the total of all Construction Period Payments previously paid by the Authority to Project Co under this Appendix. These payments are intended as funding and to qualify as one of the listed items in paragraph 12(1)(x) of the Income Tax Act (Canada). The cumulative maximum of the Construction Period Payments must not exceed

2. INVOICING AND PAYMENT

Project Co will invoice the Authority for Construction Period Payments at any time after the end of the applicable month and will include with that invoice:

- (a) a certificate of the Independent Certifier certifying (in the manner outlined in Section 3.4 of Schedule 2 [Design and Construction Protocols]) the Cost to Date as at the end of the applicable month;
- (b) the amount of GST payable;
- (c) copies of all certifications (including from the Lender's Technical Advisor) provided to, and communications from, the Senior Lenders (other than those previously provided under this Appendix) with respect to payments to the Design-Builder, the cost to complete the Project, the sufficiency of funds available to Project Co to complete the Project and the likelihood that Service Commencement will be achieved by the Longstop Date;
- (d) 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 and the Design-Build Agreement with respect to all payments to the Design-Builder made on or before the date of the invoice;
 - (2) Project Co has taken all steps required under the Senior Financing Agreement to draw the funds required (in addition to the amounts invoiced to the Authority) to

pay the Design-Builder and knows of no reason why such funds would not be advanced as requested;

- (3) Project Co is not in default under either the Project Agreement or any of the Senior Financing Agreements;
- (4) Project Co has available to it sufficient funds to complete the Project; and
- (5) the Project can reasonably be expected to achieve Service Commencement by the Longstop Date.

The Authority will review each invoice submitted in accordance with this Section 4 of this Appendix within 5 Business Days and pay the amount approved by the Authority within 10 Business Days after receipt of the invoice.

Emily Carr University of Art + Design Campus Redevelopment Project**Table 8C-1 - Cumulative Maximum Construction Period Payments**

A	B
Month¹	Cumulative Maximum²
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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15	
16	
17	
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22	
23	
24	
25	
26	

1 - number of months after Financial Close, month 1 being February 2015

2 - total of all monthly maximum instalments to date

APPENDIX 8D

RESPONSE TIME AND RECTIFICATION PERIOD REQUIREMENTS

Response Time and Rectification Period requirements in respect of Unavailability Events			
Category of Unavailability Event	Response Time	Functional Unit Priority Level	Rectification Period (Hours)
Emergency Event	15 minutes	One	2
		Two	2
		Three	3
		Four	3
		Five	4
Critical Event	30 minutes	One	4
		Two	4
		Three	6
		Four	6
		Five	8
Routine Event	2 hours	One	48
		Two	48
		Three	84
		Four	120
		Five	120

Response Time and Rectification Period requirements in respect of Service Failures		
Service Failure Designation	Response Time	Rectification Period (Hours)
High	15 minutes	4
Medium	30 minutes	24
Low	2 hours	168

APPENDIX 8E

MARKET TESTED SERVICES COSTS

The following table sets out the Market Tested Services Costs attributed to each Service Payment.

Market Tested Service	Market Tested Service Cost attributed to each Periodic Payment
	<u>\$(Index Linked)</u>
Custodial and Housekeeping Function	
Security Services	

Notes: Pursuant to Section 2.2(d) of this Schedule 8, the amounts in this table will be deemed to be modified as necessary after each subsequent Market Testing.