

EXHIBIT A-1

TO NORTHERN HEALTH AUTHORITY FUNDING AGREEMENT

1.0 DEFINITIONS

“Acceptable Letter of Credit” means an unconditional, irrevocable letter of credit issued by a Canadian or foreign bank that has a long-term rating of “A” or better from S&P or an equivalent rating from Moody’s and that is otherwise in form and substance satisfactory to the Authority.

“Account Bank” means HSBC Bank Canada or such other financial institution appointed by Project Co, and satisfactory to the Authority acting reasonably, to hold the Project Accounts.

“Additional Project Documents” means any contracts or agreements related to the construction, testing, maintenance, repair, operation or use of the Facility entered into by Project Co and any other Person subsequent to the Closing Date and during the Construction Period that replaces or substitutes for an existing Material Project Document.

“Affiliate” of a specified Person means any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common Control with the Person specified, or who holds or beneficially owns 10% or more of the equity interest in the Person specified or 10% or more of any class of voting securities of the Person specified. When used with respect to Project Co, “Affiliate” shall include any Partner, and any Affiliate of any Partner.

“Applicable Law” means, in respect of any Person, property, transaction, event or other matter, as applicable, all laws, rules, statutes, regulations, by-laws, treaties, ordinances, orders, judgments and decrees and all official directives, rules, guidelines, orders, decisions, policies and other requirements of any Governmental Authority and will also include any interpretation of the law or any part of the law by any Person having jurisdiction over it or charged with its administration or interpretation, in each case having the force of law relating or applicable to such Person, property, transaction, event or other matter.

“Applicable Permit” means any Permit, including any zoning, environmental protection, forestry occupation, pollution, sanitation, safety, siting, construction or building Permit that is necessary under Applicable Law at any given time (having regard to then given state of construction of the Project) to construct, operate, maintain, repair, own or use the Facility as contemplated by the Operative Documents.

“Authority” means the Northern Health Authority.

“Authority’s Technical Advisor” means BTY Group or its successor appointed pursuant to Section 12.1.

“Authorized Officer” means in relation to Project Co and the Partners and any communication to be made on behalf of such Person or any document to be executed or certified by such Person, any of the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Director or Secretary or such other Person as is acceptable to the Authority.

“Available Construction Funds” means at any time the aggregate committed amount of all sources of capital available to Project Co by way of (a) the undisbursed proceeds of the Total NHA Funding Commitment, (b) cash in the Proceeds Account (not previously committed to be paid to the Design-Builder provided the invoiced amount committed to be paid to the Design-Builder shall, if deducted from cash in the Proceeds Account hereunder, be correspondingly deducted from the calculation of Project Costs), (c) the undrawn portion of the RHD Funding, and (d) the undisbursed proceeds of the Total Equity Commitment.

“Base Case Project Projections” means a projection of cash flow for the Project over the term of the Project Agreement showing at a minimum Project Co’s reasonable good faith estimates, as of the Closing Date, of revenue, operating expenses (including major maintenance allocations) and sources and uses of revenues over the forecast period, which projection is attached as Exhibit E-6.

“Business Day” means any day on which banks are open for business in Victoria, British Columbia.

“Change” has the meaning given in the Project Agreement.

“Claim” means any claim, litigation, demand, cause of action, suit, action, judgment, assessment, reassessment or proceedings of any kind, including before any Governmental Authority.

“Closing Date” means the date when each of the conditions precedent listed in Section 4.1 has been satisfied (or waived in writing by the Authority).

“Collateral” means all personal property (and the Insurance Proceeds, issues, profits, proceeds and products of the foregoing) which are subject, or are intended or required to become subject, to the security interests or Liens granted under any of the Collateral Documents.

“Collateral Documents” means (i) the Assignment of the Proceeds Account and Holdback Account (until Service Commencement); (ii) the Assignment of Insurance Proceeds Account; (iii) the Assignment of Construction Performance Security; (iv) the Equity Letters of Credit; and

(v) the Insurance Proceeds Blocked Account Agreement, all as delivered pursuant to Schedule 18 [Completion Documents] to the Project Agreement.

“Constating Documents” means, with respect to any Person, its articles or certificate of incorporation, amendment, amalgamation or continuance, by-laws, partnership agreement, limited partnership agreement, declaration of trust, trust indenture or other similar document as may be applicable together with any shareholders’ agreements, unanimous shareholder declarations, voting trust agreements or similar agreements or arrangements applicable to such Person’s shares, units, partnership interests or other similar rights in such Person’s equity or capital from time to time.

“Construction” has the meaning given in the Project Agreement.

“Construction Budget” has the meaning given in Section 4.1(m).

“Construction Costs” means all costs, expenses and fees properly incurred and payable by Project Co to the Design-Builder under the Design-Build Agreement as set out in the Construction Budget.

“Construction Performance Security” has the meaning given in Section 4.1(q).

“Construction Period” means the period from and including the Closing Date to and excluding the Service Commencement Date.

“Construction Report” has the meaning given in Section 6.9(a).

“Control” (and correlative terms) means the possession, directly or indirectly, through one or more intermediaries, of one of the following: (a) in the case of a corporation, 50% or more of the outstanding voting or economic securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (c) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (d) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of that entity.

“Cost Overrun” means with regard to any particular construction phase or component of construction of the Project, the amount by which (a) Project Costs in respect of such construction phase or component, exceed (b) amounts allocated thereto in the Construction Budget.

“Debt” of any Person at any date means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of

property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person under leases which are or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable, (e) all obligations of such Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities (or property), (f) all deferred obligations of such Person to reimburse any bank or other Person in respect of amounts paid or advanced under a letter of credit or other similar instrument, (g) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person (provided that the amount of such Debt shall be the lesser of (i) the fair market value of such asset at the relevant date of determination and (ii) the amount of such Debt), and (h) all Debt of others guaranteed directly or indirectly by such Person or as to which such Person has an obligation substantially the economic equivalent of a guarantee. A reference to "Debt" in this definition means Debt as otherwise defined in this definition if the applicable reference were not included.

"Default Notice" has the meaning given in Section 6.7.

"Design" has the meaning given in the Project Agreement.

"Design and Construction Protocols" has the meaning given in the Project Agreement.

"Design and Construction Specifications" has the meaning given in the Project Agreement.

"Design-Build Agreement" means the design build agreement in respect of the Project dated as of July 16, 2009 between Project Co and the Design-Builder.

"Design-Builder" means the joint venture between Acciona Infrastructure (Canada) Inc. and Stuart Olson Constructors Inc.

"Design-Builder Letter of Credit" has the meaning given to it in Section 4.1(q)(ii).

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"Dispute" and **"Dispute Resolution Procedure"** have the respective meanings given in the Project Agreement.

"Distributions" has the meaning given in the Project Agreement.

"Dollars" and **"\$"** means Canadian dollars or such coin or currency of Canada as at the time of payment shall be legal tender for the payment of public and private debts in Canada.

"Draw Stop" and **"Draw Stops"** have the respective meanings given in Section 9.0.

“Eligible Costs” means audit and tax fees, amounts payable to the Manager under the Management Agreement, insurance costs, banking fees, and fees, costs and disbursements of the Independent Certifier, the Authority’s Technical Advisor and Project Co’s legal advisers.

“Environmental Claim” means any and all administrative, regulatory, judicial or other actions, suits, demands, decrees, claims, Liens, judgments, warning notices, directions, notices of non-compliance or violation, investigations, proceedings, removal or remedial actions or orders, whether actual or contingent, relating in any way to any Hazardous Substances Law, any Release of or exposure to Hazardous Substances, or any Permit issued under any Hazardous Substances Law (including any liability for damages, fines, penalties or indemnities) (hereafter in this definition **“Claims”**), including (a) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Hazardous Substances Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Substances or arising from alleged injury or threat of injury to health, safety or the environment.

“Equity Contributions” means the equity contributed to Project Co by (i) the Partners, by way of Partner Equity, or (ii) the Partners or the Sponsors by way of Partner Loans.

“Equity Contribution Agreement” means the equity contribution agreement of even date herewith between Project Co, the Partners and the Sponsors setting out, *inter alia*, the terms and conditions of the Equity Contributions.

“Facility” has the meaning given in the Project Agreement.

“Financial Model” means the base case financial model prepared by Project Co for an initial period of up to 35 years delivered to, and in form and substance satisfactory to the Authority.

“Financial Model Auditor” means Operis Business Engineering Limited.

“Funding Documents” means this Agreement, the Collateral Documents and any other documents, agreements or instruments entered into in connection with any of the foregoing, other than Material Project Documents.

“GAAP” means those accounting principles which are recognized as being generally accepted and which are in effect from time to time, as published in the Handbook of the Canadian Institute of Chartered Accountants in Canada consistently applied or, in relation to a Person who carries on its business outside Canada, generally accepted accounting principles consistently applied in the jurisdiction in which such Person is resident.

“Governmental Authority” means any federal, provincial, regional, municipal or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including any zoning authority, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law.

“Hard FM Service Provider” means ACML Management Western Limited.

“Hazardous Substances” means any substance, matter, pollutant or contaminant, as defined or regulated under any Hazardous Substances Law or the Release of which in the environment could cause harm or damage to or impairment of the environment or any risk to human health or safety or property including, but not limited to noise, hazardous materials, vibrations, radiation, petroleum products, asbestos, polychlorinated biphenyls and radioactive materials.

“Hazardous Substances Law” means Applicable Laws, Applicable Permits and Legal Requirements relating to environmental or occupational health and safety matters and the assets and undertaking of Project Co and the intended uses thereof in connection with such matters, including but not limited to, all such requirements relating to: (a) the protection, preservation or remediation of the environment (including all components of the earth, air, all layers of the atmosphere, property, soils, water, ground water, organic and inorganic matters, living species and organisms or any combination of any of the above or the general environment); (b) generation, handling, treatment, storage, disposal or transportation of Hazardous Substances; (c) consumer, occupational or public safety and health; and (d) Hazardous Substances.

“Holdback Account” has the meaning given in Section 8.3.

“Independent Certifier” has the meaning given in the Project Agreement.

“Independent Certifier Agreement” means the agreement entered into between Project Co, the Authority and the Independent Certifier referenced in Section 3.1 of Schedule 2 to the Project Agreement.

“Instalment” or **“NHA Funding Instalment”** means an instalment of NHA Funding made in accordance with the terms of this Agreement.

“Instalment Date” has the meaning given in Section 2.3(c).

“Instalment Schedule” means the schedule attached hereto as Exhibit C-2.

“Insurance Proceeds” has the meaning given in Section 8.2.

“Insurance Proceeds Account” has the meaning given in Section 8.2.

“Interface Agreement” means the interface agreement in respect of the Project dated July 16, 2009 between Project Co, the Design-Builder and the Hard FM Service Provider.

“Legal Requirements” means, as to any Person, the articles of incorporation, bylaws or other organizational or governing documents of such Person, and any Applicable Laws and any requirement under a Permit, in each case applicable to or binding upon such Person or any of its properties or to which such Person or any of its property is subject.

“Lien” on any asset means any mortgage, deed of trust, hypothec, lien, pledge, charge, security interest, restrictive covenant or easement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Law, or any preference, priority or preferential arrangement of any kind or nature whatsoever intended as security including the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“Life Cycle Budget” has the meaning given in Section 4.1(o).

“Life Cycle Plan” has the meaning given in the Project Agreement.

“Longstop Date” has the meaning given in the Project Agreement.

“Major Project Participants” means (a) the Design-Builder, (b) the Parent Guarantors, and (c) each other Person party to an Additional Project Document which has material obligations thereunder, provided that the Design-Builder and its members’ respective Parent Guarantors shall only be Major Project Participants for 12 months after the Service Commencement Date.

“Manager” means Health Care Projects (Canada) Ltd., and any successor or replacement manager.

“Management Agreement” means the management agreement dated July 16, 2009 between Project Co and the Manager, as amended, supplemented or replaced from time to time in accordance with the provisions of this Agreement.

“Material Adverse Effect” means the result or consequence of any event, act or omission by or affecting Project Co or any Major Project Participant which result or consequence has, or could reasonably be expected to have, a material adverse effect on:

- (a) (i) the business, assets, operations or financial condition of Project Co, or (ii) the Project;
- (b) the legality, validity or enforceability of a Funding Document or a Material Project Document;

- (c) Project Co's ability to observe and perform its obligations under any Funding Document; or
- (d) the rights of the Authority under the Funding Documents.

"Material Contract Party Collateral Agreement" has the meaning given in the Project Agreement.

"Material Project Documents" means the Equity Contribution Agreement, Design-Build Agreement, Construction Performance Security, Interface Agreement and the Independent Certifier Agreement.

"Material Sub-Contractor" means a Person which has directly entered into any contract or contracts with the Design-Builder in connection with the carrying out of the Design-Builder's obligations under the Design-Build Agreement that have an aggregate value of more than \$10,000,000.

"Moody's" means Moody's Investors Service, Inc.

"NHA Funding" has the meaning given in Recital C.

"Non-Discretionary Maintenance Costs" means all major maintenance, capital, relocation and repair costs with respect to the Project which are required to be expended under the Project Agreement or are required to be expended to maintain the Facility in a condition consistent with the requirements of the Project Agreement.

"Notice of NHA Funding Instalment" has the meaning given in Section 2.3.

"Operating Account" means a single account established by and under the daily control of Project Co at any bank designated by Project Co.

"Operating Budget" has the meaning given in Section 4.1(n).

"Operating Costs" means, in respect of any period prior to the Service Commencement Date, all costs, expenses and liabilities incurred, paid or payable by Project Co for the purposes of the Project including, without limitation:

- (a) all amounts paid or payable by Project Co under any Material Project Document;
- (b) insurance premiums paid or payable by Project Co;
- (c) Non-Discretionary Maintenance Costs;
- (d) fuel, electricity and other utility costs;

- (e) fees of professional advisors to Project Co and the Authority; and
- (f) fees payable to the Manager pursuant to the Management Agreement.

“Operative Documents” means the Funding Documents and the Material Project Documents.

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“Partner Equity” means any funds contributed to Project Co by any Partner as equity, in accordance with the Equity Contribution Agreement or otherwise in relation to the Project.

“Partner Loan” means any funds contributed to Project Co by a Partner or Sponsor as loans in accordance with the Equity Contribution Agreement or otherwise in relation to the Project.

“Partners” means, collectively, Innisfree ISL Health (FSJ) Gpco Ltd. and Acciona FSJ GP Ltd.

“Permit” means any action, certificate, certificate of authorization, registration, notice, decree, filing, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, right or license of or from a Governmental Authority or the giving of notice to any Governmental Authority.

“Permitted Debt” means:

- (a) trade or other similar indebtedness incurred in the ordinary course of business under the Material Project Documents and not more than 90 days past due (unless being contested in good faith and with appropriate proceedings with an adequate reserve therefor in accordance with GAAP having been placed on the Project Co’s books and records);
- (b) Taxes and governmental charges, salaries, related employee payments and trade payables;
- (c) contingent liabilities relating to the endorsement of negotiable instruments received in the normal course of business or incurred with respect to any Permit, Material Project Document or this Agreement; and
- (d) Debt incurred by way of Partner Loans.

“Permitted Liens” means, collectively, (a) the rights and interests of the Authority as provided in the Funding Documents; (b) Liens imposed by any Governmental Authority for Taxes, either secured by a bond reasonably satisfactory to the Authority or not yet due or delinquent or being contested in good faith and by appropriate proceedings and, if over \$100,000, in respect of which

appropriate reserves have been established in accordance with GAAP, so long as such proceedings shall not involve any danger of the sale, forfeiture or loss of the Project, title thereto or any interest therein and shall not interfere in any material respect with the construction, use or disposition of the Project; (c) legal hypothecs, materialmen's, mechanics', workers', repairmen's, employees' or other like Liens arising in the ordinary course of business, either for amounts not yet due or which at the time have not yet been registered in accordance with Applicable Law against the Site or part thereof or for which no notice has been given to Project Co, or for amounts being contested in good faith and by appropriate proceedings so long as such proceedings shall not involve any danger of the sale, forfeiture or loss of any part of the Project, title thereto or any interest therein and shall not interfere with the construction, use or disposition of the Project; (d) Liens incurred in the ordinary course of business in connection with worker's compensation, unemployment insurance, social security and other requirements of Governmental Authorities and that do not in the aggregate materially impair the use of the property or assets of Project Co or the value of such property or assets for the purposes of such business; (e) Liens arising out of judgments or awards so long as an appeal or proceeding for review is being prosecuted in good faith and for the payment of which adequate reserves in accordance with GAAP, bonds or other security satisfactory to the Authority in its reasonable discretion have been established or are fully covered by insurance; (f) easements, rights-of-way, restrictions, minor title defects or irregularities and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, licenses, restrictions on the use of property or minor imperfections in title, which do not materially impair the use of the property affected thereby for the purpose for which Project Co's interest therein was acquired or interfere with the construction, use or operation of the Project as contemplated by the Operative Documents; (g) reservations, limitations, provisions and conditions expressed in any original grants from the Crown of any land or interest therein, statutory exceptions to title and reservations of mineral rights in any grants from the Crown or from any other predecessors in title; (h) Liens, deposits or pledges to secure statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature in the ordinary course of its business; (i) involuntary Liens (including a Lien of an attachment, judgment or execution) securing a charge or obligation, on any of Project Co's property, either real or personal, whether now or hereafter owned in the aggregate sum of less than \$50,000; (j) Liens created in connection with Permitted Debt, including Subordinated Sponsor Liens; and (k) Liens to which the Authority consents from time to time in writing. Inclusion of a Lien as a Permitted Lien shall not constitute an acknowledgement by the Authority that such Lien ranks prior to the Liens constituted by the Collateral Documents.

“Person” means any natural person, corporation, limited liability company, partnership, firm, association, Governmental Authority or any other entity whether acting in an individual, fiduciary or other capacity.

“Planning and Design Documents” means all drawings, reports, documents, plans, specifications, software, formulae, calculations, and other data and documents relating to the planning, design, construction testing and/or operation of the Facility including, without limitation, the Design and Construction Protocols, the Design and Construction Specifications and the Services Protocols and Specifications.

“Plans” has the meaning given in the Project Agreement.

“Potential Draw Stop” means any occurrence, circumstance or event, or any combination thereof, which, with the lapse of time, the giving of notice or both, would constitute a Draw Stop.

“PPSA” means the *Personal Property Security Act* (British Columbia).

“Proceeds Account” has the meaning given in Section 8.1(a).

“Project” has the meaning given in the Project Agreement.

“Project Accounts” means the Proceeds Account, the Holdback Account, the Insurance Proceeds Account and any sub-accounts within such accounts but excluding, for all purposes, the Operating Account.

“Project Agreement” means the Project Agreement in respect of the Project dated as of July 16, 2009 between the Authority and Project Co including all schedules thereto as described in Recital B hereto.

“Project Co” means ISL Health (FSJ) General Partnership, a general partnership formed under the laws of British Columbia.

“Project Co Event of Default” has the meaning given in the Project Agreement.

“Project Co’s Closing Certificate” has the meaning give in Section 4.1(e).

“Project Costs” means the following costs to the extent incurred prior to the Service Commencement Date: (a) the cost of designing, equipping, procuring, constructing, starting up and testing the Project, (b) Taxes payable with respect to the Project during the period prior to the Service Commencement Date (including Taxes on income or capital of Project Co or any Partner, and including penalties, fines or interest arising from a failure to pay Taxes when due, but only to the extent funded by Equity Contributions), (c) initial working capital requirements of the Project, (d) the costs of acquiring Permits for the Project, (e) all development fees and costs and management, general and administrative fees and costs of Project Co or any Partner attributable to the Project, (f) other fees and expenses relating to the development, construction and closing of financing of the Project, including financial, legal and consulting fees, costs and expenses, and (g) all Eligible Costs, all as described in the Construction Budget.

“Project Schedule” means the schedule for construction and completion of the Project as a whole as set forth in the schedule attached as Exhibit E-5, as the same may be amended, modified, restated or replaced from time to time to the extent a corresponding change to the Design-Build Agreement is permitted pursuant to Section 7.5.

“Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Finance.

“Release” means disposing, depositing, discharging, injecting, spilling, leaking, leaching, dumping, pumping, pouring, emitting, escaping, emptying, seeping, flowing, leaching, placing and any similar method of release, into or upon any land or water or air, or otherwise entering into or migrating into the environment and **“Released”** shall have a corresponding meaning.

“RHD Funding” has the meaning given in the Project Agreement.

“S&P” means Standard & Poor’s Rating Group, a division of The McGraw-Hill Companies, Inc.

“Service Commencement” has the meaning given in the Project Agreement.

“Service Commencement Date” has the meaning given in the Project Agreement.

“Services” has the meaning given in the Project Agreement.

“Services Protocols and Specifications” has the meaning given in the Project Agreement.

“Site” has the meaning given in the Project Agreement.

“Sponsors” means Innisfree F3 Sàrl and Acciona S.A.

“Subject Person” has the meaning given in Section 9.3.

“Subordinated Sponsor Lien” means a Lien made in connection with a Partner Loan which is subordinate to and ranks in priority behind the Liens granted under the Collateral Documents.

“Subsidiary” means, with respect to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation is at the time owned by such Person and/or one or more Subsidiaries of such Person; and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has an equity or income interest greater than 50% of all equity or income interests and which is controlled by such Person.

“Supervening Event” has the meaning given in the Project Agreement.

“Target Service Commencement Date” has the meaning given in the Project Agreement.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, premiums, assessments, governmental charges, rents, rates, royalties, withholdings or dues of any kind or nature whatsoever imposed by any Governmental Authority within Canada or any other jurisdiction having power to tax, together with any penalties, fines, additions to tax and interest thereon.

“Termination Date” has the meaning given in the Project Agreement.

“Total Equity Commitment” means an aggregate amount of **DELETED**

“Total NHA Funding Commitment” means an aggregate amount not exceeding \$121,464,900, exclusive of GST.

“Uninsurable Risk” has the meaning given in the Project Agreement.

“Uninsurable Risk Payments” means payments under the Project Agreement for Uninsurable Risk.

RULES OF INTERPRETATION

1. The singular includes the plural and the plural includes the singular.
2. The word “or” is not exclusive.
3. A reference to a code, statute, by-law or other legislative enactment of any Canadian or foreign jurisdiction (including any political subdivision or a municipality) (a “**Governmental Rule**”) includes any amendment or modification to such Governmental Rule, and all regulations, rulings, official interpretations, directives and other Governmental Rules promulgated under such Governmental Rule.
4. A reference to a Person includes its successors and permitted assigns.
5. Accounting terms have the meanings assigned to them by GAAP, as applied by the accounting entity to which they refer.
6. The words “**include**”, “**includes**” and “**including**” are not limiting.
7. A reference in a document to an Article, Section, Exhibit, Schedule, Annex or Appendix is to the Article, Section, Exhibit, Schedule, Annex or Appendix of such document unless otherwise indicated. Exhibits, Schedules, Annexes or Appendices to any document shall be deemed incorporated by reference in such document.
8. References to any document, instrument or agreement, including the Northern Health Authority Funding Agreement, (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time.
9. The words “hereof”, “herein” and “hereunder” and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document.
10. References to “**days**” shall mean calendar days, unless the term “**Business Days**” shall be used. References to a time of day shall mean such time in Victoria, British Columbia, unless otherwise specified.
11. The Funding Documents are the result of negotiations between, and have been reviewed by Project Co, the Authority and their respective counsel. Accordingly, the Funding Documents

shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favour of or against Project Co or the Authority.