

SCHEDULE 14

RECORDS AND REPORTS

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1. GENERAL REQUIREMENTS

- (a) Project Co will retain and maintain all the records (including superseded records) referred to in Section 2 of this Schedule as follows:
 - (1) in accordance with this Schedule and other applicable terms of this Agreement;
 - (2) in an organized manner;
 - (3) in a form that is capable of audit;
 - (4) in accordance with the requirements of Good Industry Practice;
 - (5) in accordance with Project Co's normal business practices; and
 - (6) in accordance with GAAP.
- (b) Wherever practical and unless otherwise agreed, Project Co will retain and maintain original records in hard copy form. Project Co will also maintain all electronic data and records in readable and accessible form.
- (c) Any drawings or plans required to be made or supplied pursuant to this Agreement will be of a size appropriate to show the detail to be depicted clearly without magnifying aids. If by prior agreement with Project Co the Authority has agreed to accept microfilm, microfiche or other electronic storage media (which must include secure back up facilities), Project Co will make or supply, or have made or supplied, drawings and other documents in such agreed upon form.
- (d) Project Co will retain and maintain all records referred to in Section 2 of this Schedule, all in sufficient detail, in appropriate categories and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Agreement.
- (e) Project Co will maintain all records for the period specified for such records in Section 2 of this Schedule and if no period is specified, for not less than six years after the Substantial Completion Date.
- (f) Prior to destroying or disposing of any records required to be maintained under Section 2 of this Schedule, Project Co will give the Authority 60 days' notice of Project Co's intention to destroy or dispose of records. If within such 60 day period the Authority gives notice to Project Co that the Authority wishes to receive any of the records, then Project Co will, at the cost and expense of the Authority, deliver up such records to the Authority in the manner and at the location or locations as the Authority specifies, acting reasonably.

- (g) The Authority and its employees, agents and other representatives may at any time at the Authority's expense conduct an audit, examination or investigation of all the records (including superseded records) referred to in this Schedule and Project Co will make available its and the Design-Builder's facilities and records and provide reasonable assistance, including providing copies, in the conduct of, and without limiting Schedule 6 [Changes] implement any recommendations from the Authority arising from, the audit, examination or investigation.

2. RECORDS TO BE KEPT

Project Co will retain, or will require the Design-Builder to retain, the following:

- (a) this Agreement, its Schedules, the Design-Build Agreement, Senior Financing Agreements and all other documents and instruments in respect of any financing, including all amendments to such agreements for a period of six years after the Termination Date;
- (b) the Financial Model, including the following in respect of the Financial Model:
- (1) all prior versions;
 - (2) all amendments and modifications;
 - (3) all related or incidental reports; and
 - (4) written operating instructions in sufficient detail to allow the Authority to access and review all formulas, coding, data and other inputs;
- (c) the as-built drawings, plans, records and other Construction documentation described in Schedule 2 [Design and Constructions Protocols] and Schedule 3 [Design and Construction Specifications] for a period of six years after the Total Completion Date, including any revisions or amendments to such documents (copies of all such documents will be made accessible to the Authority at all times), including up-to-date Revit and CAD drawings for the Facilities;
- (d) all documents relating to the appointment and supervision of Project Co's Representative and the Independent Certifier;
- (e) all documents relating to all Permits, including applications, refusals and appeals, for a period of six years after the expiry date of the relevant Permit;
- (f) all notices, reports, test reports, results and certificates relating to the Design and Construction, the Site and any other relevant Lands, including as described in Schedule 2 [Design and Construction Protocols] or in Schedule 3 [Design and Construction Specifications];

- (g) all records relating to any inspections of the Facilities conducted under applicable Laws or by or for any Governmental Authority;
- (h) all orders or other requirements issued to Project Co by any Governmental Authority for a period of six years after such order or requirement has been satisfied by Project Co;
- (i) invoices and payments, including calculation thereof;
- (j) all documents relating to Supervening Events and the consequences thereof for a period of six years after the relevant event occurred, or in the case of a matter in Dispute, for a period of six years after a determination has been made with respect thereto;
- (k) all notices delivered to or received from the Authority's Representative for a period of six years after receipt;
- (l) all documents relating to a referral to the Dispute Resolution Procedure for a period of six years after a determination has been made with respect thereto;
- (m) all documents submitted in connection with any Change;
- (n) all documents relating to a Change in Control of Project Co;
- (o) all documents relating to a Refinancing (other than an Exempt Refinancing);
- (p) all tax invoices, assessments, returns and other records applicable to the Project (other than any income tax records for Project Co or records pertaining to other taxes personal to Project Co) for a period of seven years after the Termination Date or such longer period as may be required by Law;
- (q) all records required by Law (including in relation to health and safety matters) to be maintained by Project Co with respect to the Design and the Construction;
- (r) all documents relating to any matter for which the Authority may be liable to Project Co;
- (s) all documents relating to insurance and insurance claims for a period of seven years after the relevant claim is settled; and
- (t) all other records, notices or certificates required to be produced or maintained by Project Co pursuant to the express terms of this Agreement or the Design-Build Agreement.

The obligations of Project Co to retain the foregoing documents and information will include documents or information relating to, or events occurring during the Construction Period or relating to Project Co's performance of its obligations in respect of Defects or Construction Latent Defects.