

SCHEDULE 8

PAYMENTS

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

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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) allows 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 Specifications] or Schedule 4 [Services Protocols and Specifications] specifically applicable to the relevant Functional Unit,

and for Functional Units (with the exception of parking stalls) on floors other than the ground floor at least one public elevator and two service elevators are functional and operating to manufacturer’s specifications;

“Capital Payment” means the payment described in Section 2.1(g) of this Schedule;

“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;

“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 payment described in Section 2.1(i) of this Schedule;

“Functional Unit” means a room or space which is specified as such in Appendix 8A [Functional Units, Unit Deduction Amounts, Rectification Periods] 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;

“Life Cycle Payment” means the payment described in Section 2.1(h) of this Schedule;

“Linked Unit” means, with respect to a Functional Unit, any other Functional Unit which is designated in Appendix 8A [Functional Units, Unit Deduction Amounts, Rectification Periods] 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;

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

“Miscellaneous Occupant Request Differential” has the meaning set out in Section 8.5 of this Schedule;

“Miscellaneous Occupant Request Adjustment” means an amount equal to the Miscellaneous Occupant Request Differential agreed or determined pursuant to Section 8.5 of this Schedule and, which amount is to be applied in determining the Service Payment payable in the first Payment Period following the Payment Period in which the Miscellaneous Occupant Request Differential is agreed or determined pursuant to Section 8.5;

“New Service Provider Start Date” means:

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

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

“Other Site Maintenance Differential” has the meaning set out in Section 8.4 of this Schedule;

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

“Other Site Maintenance Variable Costs” means the following out-of-pocket costs to Project Co in carrying out the Other Site Demand Maintenance and the portion of New Facility Demand Maintenance solely applicable to Category 1 Equipment:

- (a) the cost of parts (not to exceed the cost available at prevailing market rates), and for greater certainty excluding consumable items; plus
- (b) the cost of the Listed Specialized Subcontractors,

plus, if the annual aggregate amount of such costs exceeds the allowance set out in Section 8.4 of this Schedule, a mark-up, to be applied in aggregate to either Project Co or the Service Provider of 5% of the amount by which such costs exceed such allowance;

“Other Site Service Payment” means the applicable amount as set out in Appendix 8E [Other Site Services];

“Payment Adjustment Report” has the meaning set out in Section 8.1(h)(2) of this Schedule;

“Payment Period” means a calendar month;

“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;

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

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

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

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

“Snow Clearing Costs” means the costs described as “Snow Clearing Costs” in Section 2.14(b) of Appendix 4D (Plant Services (New Facility Only)) and Section 2.14(b) of Appendix 4E (Plant Services (Other Site Facilities Only));

“Snow Clearing Differential” has the meaning set out in Section 8.3 of this Schedule;

“Snow Clearing Payment Adjustment” means an amount equal to the Snow Clearing Differential agreed or determined pursuant to Section 8.3 of this Schedule and, which amount is to be applied in determining the Service Payment payable in the first Payment Period following the Payment Period in which the Snow Clearing Differential is agreed or determined pursuant to Section 8.3;

“Snow Clearing Report” has the meaning set out in Section 8.3 of this Schedule;

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

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

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

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

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

“Total Unavailability” in respect of the New Facility means that:

- (a) 25% or more of the Functional Units in the New Facility 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 washrooms in the New Facility are Unavailable at the same time and a Rectification Period has expired with respect to each such washroom;
- (c) the main front entrance to the New Facility is Unavailable and either one of the public/patient entrance from the parking garage to the first floor or the public/patient entrance from the parking garage to the second floor of the building is Unavailable and the applicable Rectification Period has expired without the Authority approving a mitigation plan put forward by Project Co; or
- (d) any of the following are not accessible:
 - (1) two or more of the required fire exits;
 - (2) all of the service elevators (other than the elevators primarily serving Medical Device Reprocessing (MDR) (as that term is defined in the Design and Construction Specifications));
 - (3) the elevators primarily serving Medical Device Reprocessing (MDR) (as that term is defined in the Design and Construction Specifications); or
 - (4) all of the public elevators,

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 within the New Facility, that such Functional Unit or an applicable Linked Unit is in a state or condition that does not comply with the Availability Condition;

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

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

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

2. CALCULATION OF SERVICE PAYMENTS

2.1 Service Payment

From July 6, 2016 to the Other Site Service Commencement Date Project Co will provide Help Desk Services and those activities that are required to prepare for a full commencement of the Other Site Services, and the Authority will pay Project Co a Service Payment in the following amounts (Index Linked) for each Payment Period during that period:

| Payment Period | \$ |
|----------------|-------|
| July 2016 | 3,125 |
| August 2016 | 3,125 |
| September 2016 | 3,125 |

For greater certainty, there will be no Deductions for Service Failures in respect of the provision of any Services prior to the Other Site Service Commencement Date.

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

- (a) the Other Site Service Payment for that Payment Period as set out in Appendix 8E, which amount will be Index Linked; plus or minus
- (b) [Not Used]
- (c) any Other Site Maintenance Payment Adjustment payable in that Payment Period; plus or minus
- (d) the Miscellaneous Occupant Request Adjustment; plus or minus
- (e) any Snow Clearing Payment Adjustment payable in that Payment Period; minus
- (f) the aggregate of Deductions for that Payment Period, subject to Section 3.1 of this Schedule.

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

- (g) the Capital Payment for that Payment Period in an amount equal to \$725,083.12 which amount will not be Index Linked; plus
- (h) the Life Cycle Payment for that Payment Period in the amount set out in Appendix 8D [Life Cycle Payment] which amount will be Index Linked; plus

- (i) the Facility Maintenance Payment for that Payment Period in an amount equal to \$277,435.49 which amount will be Index Linked; plus or minus
- (j) [Not Used];
- (k) any Other Site Maintenance Payment Adjustment payable in that Payment Period; plus or minus
- (l) the Miscellaneous Occupant Request Adjustment; plus or minus
- (m) any Snow Clearing Payment Adjustment payable in that Payment Period; minus
- (n) the aggregate of Deductions for that Payment Period, subject to Section 3.1 of this Schedule,

provided that:

- (o) if the first Payment Period from and after the Service Commencement Date is less than a full calendar month, the components of the Service Payment set out in Sections 2.1(g), 2.1(h) and 2.1(i) of this Schedule will be reduced by the same proportion that the first Payment Period is less than the total number of days in the calendar month in which Service Commencement occurs;
- (p) if the last Payment Period of the Term is less than a full calendar month, the components of the Service Payment set out in Sections 2.1(g), 2.1(h) and 2.1(i) of this Schedule will be reduced by the same proportion that the last Payment Period is less than the total number of days in the calendar month in which the final day of the Term occurs; and
- (q) the Service Commencement Date and the date Service Payments set out in Sections 2.1(g) to 2.1(n) inclusive of this Schedule commence will not be earlier than December 15, 2018 notwithstanding Project Co achieving Service Commencement earlier than such date.

The Payment Periods identified in Appendix 8D [Life Cycle Payment] 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 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 8C [Energy].

3. DEDUCTIONS FROM SERVICE PAYMENTS

3.1 Entitlement to Make Deductions

If at any time after the Service Commencement Date an Unavailability Event occurs, or at any time after the Other Site Service Commencement Date 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:
 - (1) from the Other Site Service Commencement Date to the Service Commencement Date, the Other Site Service Payment in respect of that Payment Period; and
 - (2) following the Service Commencement Date, the sum of the components of the Service Payment set out in Sections 2.1(g), 2.1(h) and 2.1(i) of this Schedule in respect of that Payment Period; 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.

The Authority may not make Deductions for Unavailability Events or Service Failures from the Construction Payments.

3.2 Classification of Event

Project Co will classify an Event as a Service Failure (and the rank thereof) 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 in the New Facility, there will be deemed to be an Unavailability Event for each Functional Unit in the New Facility that otherwise met the Availability Condition at that time and all such Functional Units will continue to be deemed to be Unavailable until Total Unavailability no longer occurs.

3.5 Deductions for Unavailability Events

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

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

3.6 Unavailable But Used

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

3.7 Deductions for Service Failures

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

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

3.8 Response Time

If an Event occurs, in addition to any other Deduction arising from such Event, if Project Co does not respond as required under this Agreement:

- (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) of this Schedule.

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

In respect of the New Facility, during the 30 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 of:

- (a) the Other Site Services; and
- (b) the New Site Services,

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:

- (c) during the first 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by 75%;
- (d) during the next 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by 50%; and
- (e) during the final 30 days of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by 25%.

This Section 3.15 will not give any relief during any period of Transition in respect of Unavailability Deductions. This Section 3.15 will only give relief during the New Service Provider Transition Period that commences on the Other Site Service Commencement Date in respect of Service Failure Deductions arising from the Other Site Services and this Section 3.15 will only give relief during the New Service Provider Transition Period that commences on the Service Commencement Date in respect of Service Failure Deductions arising from the New Site Services. For greater certainty, this Section 3.15 will not give relief during the New Service Provider Transition Period that commences on the Service Commencement Date in respect of Service Failure Deductions arising from the Other Site Services.

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

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

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 by public and private transport and have adequate parking.

4.3 Notice Requirements

The Temporary Alternative Accommodation Notice must:

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

4.4 Acceptance by Authority

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

4.5 Effect of Acceptance

If the Authority accepts the offer of Temporary Alternative Accommodation:

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

4.6 Additional Authority Costs

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

4.7 Deduction

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

4.8 Return to Functional Unit

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

4.9 Failure to Complete Works

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

- (a) the Temporary Alternative Accommodation will be deemed to be Unavailable with effect from the Return Date until the date on which the Unavailability Event has been Rectified and the Authority is able to resume its use of the Functional Unit; and

- (b) the Authority may, in its absolute discretion, vacate the Temporary Alternative Accommodation at any time after the Return Date or remain in occupation, and in the latter circumstance a 50% reduction will apply with respect to the Unavailability Deduction.

4.10 Long Stop Return Date

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

- (a) the Authority may (without prejudice to its rights under Section 12 (Project Co Events of Default) or any other express rights of the Authority under this Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore the Functional Unit to a condition that satisfies in all respects the requirements of Schedule 4 [Services Protocols and Specifications]; and
- (b) Project Co will reimburse the Authority for all reasonable direct costs and expenses incurred by the Authority in relation to taking the steps, or engaging others to take the steps, referred to in Section 4.10(a) 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) at such time as the Design Development Phase as set out in Section 5.3 of Schedule 2 [Design and Construction Protocols] has been completed in all material respects;
- (b) in the circumstances referred to in Section 5.3 of Schedule 6 [Changes, Minor Works and Innovation Proposals];
- (c) following the Service Commencement Date; and
- (d) 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 for which the adjustment is to take effect under Section 5.2 of this Schedule.

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, Unit Deduction Amounts, Rectification Periods] 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 to be a new Low Service Failure for each Event that has been misreported. The relevant Deduction for the new Low Service Failure will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;
- (b) the Authority will be entitled to make Deductions in respect of any Service Failures or Unavailability Events in the manner prescribed in this Schedule and the Performance

Monitoring Report(s) and invoice(s) with respect to all Payment Periods affected by such failure will be restated to include any such Deductions; and

- (c) Project Co will forthwith pay to the Authority the amount, if any, by which the amount paid to it for the affected Payment Periods exceeds the amount in the restated invoices for such Payment Periods.

6.3 Misconduct

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

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

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

6.4 No Prejudice to Other Rights

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

7. [NOT USED]

8. GENERAL PAYMENT PROVISIONS

8.1 Invoicing and Payment Arrangements

With respect to invoicing and payment the following will apply:

- (a) All Service Payments will be payable in advance for each Payment Period;
- (b) With respect to the calculation of the Miscellaneous Occupant Request Differential, Project Co will use reasonable efforts to include in its invoice amounts in respect of any amounts incurred in relation to Miscellaneous Occupant Request Services within one Payment Period following the Payment Period in which the applicable Services were carried out. Project Co will include in its invoice an amount in respect of any applicable Services within two Payment Periods following the Payment Period within which the applicable 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) A minimum of 10 Business Days prior to each Payment Period, Project Co will provide the Authority with an invoice in a form agreed by the parties, acting reasonably. The invoice will include as a minimum:
- (1) the estimated Service Payment for the applicable Payment Period;
 - (2) the amount to be paid in respect of the Phase 2 Renovation Services pursuant to Section 2.4 of Appendix 4B [Phase 2 Renovation Services];
 - (3) [Not Used];
 - (4) [Not Used];
 - (5) any adjustments to a previous Payment Period, as set out in the applicable Payment Adjustment Report;
 - (6) any amount owing to the Authority under this Agreement;
 - (7) any amount owing to Project Co under this Agreement;
 - (8) the amount of applicable GST calculated in accordance with Section 8.2 of this Schedule, and any other information prescribed under the *Excise Tax Act* (Canada);
 - (9) the amount of applicable PST;
 - (10) Project Co's GST registration number; and
 - (11) the net amount owing by the Authority to Project Co, or by Project Co to the Authority, as applicable;
- (d) the Authority will:
- (1) review each invoice submitted in accordance with this Section 8.1 within 5 Business Days; and
 - (2) 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;
 - (3) concurrently advise Project Co of any amounts the Authority has not approved and the reasons for non-approval; and
- (e) Project Co:
- (1) will, after discussion and agreement with the Authority, clarify and resubmit an invoice for any amounts not approved by the Authority in any previously submitted invoice and the Authority will pay such agreed amounts in accordance section 8.1(d)(2); and

- (2) may refer for resolution pursuant to Dispute Resolution Procedure the amount of any invoice it has not agreed with the Authority;
- (f) the Authority will not be obligated to make any payment unless all conditions of payment in this Agreement have been satisfied;
- (g) without limiting any requirements for earlier invoicing as set out above, the Authority will not in any event be obligated to make any payment for amounts invoiced more than 2 months after the date that the amount to be invoiced was known to Project Co or ought to have been known to Project Co exercising all reasonable due diligence and after that time Project Co waives the right to any claims against the Authority for payment in respect of such amounts;
- (h) within 10 Business Days following the end of each Payment Period, Project Co will submit to the Authority:
 - (1) a draft Performance Monitoring Report for that Payment Period; and
 - (2) a draft report (a "**Payment Adjustment Report**") setting out any adjustments, including Deductions, to the Service Payments for that Payment Period and the amount of over-payment or under-payment from the amount paid previously by the Authority for that Payment Period;
- (i) 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;
- (j) By the applicable date set out in Section 8.1(c) 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 8.1(h) of this Schedule;
- (k) 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;
- (l) 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; and

- (m) no payment will be construed as an acceptance or approval of incomplete, defective or improper Design, Construction, Services or any other matter provided by Project Co which is not in conformance with the requirements of this Agreement, and will not operate to relieve Project Co from any of its obligations under this Agreement.

8.2 GST

Project Co will include in each invoice for a Service Payment:

- (a) for the Payment Period immediately following the month in which Service Commencement is achieved, the GST payable by the Authority on the Cost To Date as at the Service Commencement Date, less the GST that has already been paid by the Authority on that portion of the Cost To Date as at the Service Commencement Date pursuant to Appendix 8B [Construction Period Payments]; and
- (b) for each Payment Period, the GST payable by the Authority on the Service Payment, excluding any portion of such Service Payment relating to costs in respect of which the Authority has already paid GST pursuant to Section 8.2(a) of this Schedule.

8.3 Snow Clearing Adjustments

The parties acknowledge that each of the Other Site Service Payment and the Facility Maintenance Payment include an amount of \$36,000 (Index Linked) in aggregate for each full 12 month Contract Year, and pro-rated for shorter Contract Years, as an allowance for Snow Clearing Costs, with an annual reconciliation.

Within 15 Business Days of April 1 in each Contract Year, Project Co will deliver a report ("**Snow Clearing Report**") setting out its costs in the previous Contract Year of complying with the obligations under Section 2.14(b) of Appendix 4D [Plant Services (New Facility Only)] and Section 2.14(b) of Appendix 4E [Plant Services (Other Site Facilities Only)] ("**Snow Clearing Costs**") and detailing the amount by which the Snow Clearing Costs exceed or are less than \$36,000 (Index Linked) ("**Snow Clearing Differential**"). The Authority and Project Co will seek to agree the amount of the Snow Clearing Differential within 15 Business Days of the delivery of the Snow Clearing Report. If the Authority and Project Co fail to reach agreement within such period, such Dispute will be resolved in accordance with the Dispute Resolution Procedure.

8.4 Other Site Maintenance Payment Adjustments

The parties acknowledge that each of the Other Site Service Payment and the Facility Maintenance Payment include an amount of \$350,000 (Index Linked) in aggregate for each full 12 month Contract Year, and pro-rated for shorter Contract Years, as an allowance for the Other Site Maintenance Variable Costs, with an annual reconciliation.

Together with the invoice for each Payment Period and at any other time as requested by the Authority, Project Co will deliver a report setting out the total of the Other Site Maintenance Variable Costs in the previous Payment Period, with a reconciliation to the portion of the allowance that has been included to such date, and indicating any excess amount or shortfall in the allowance.

If at any time the amount of the shortfall in the portion of the allowance paid to such time in the Contract Year (as part of either the Other Site Service Payment or Facility Maintenance Payment as applicable) exceeds \$125,000 (Index Linked), Project Co may require the Authority to replenish the allowance such that the shortfall does not exceed such amount.

Within 15 Business Days of June 1 in each Contract Year, Project Co will deliver a report setting out the total of the Other Site Maintenance Variable Costs in the previous Contract Year and detailing the amount by which the Other Site Maintenance Variable Costs exceeds or is less than the sum of \$350,000 (Index Linked) (plus any amount by which the allowance has been replenished) (“**Other Site Maintenance Differential**”). The Authority and Project Co will seek to agree the amount of the Other Site Maintenance Differential within 15 Business Days of the delivery of such report. If the Authority and Project Co fail to reach agreement within such period, such Dispute will be resolved in accordance with the Dispute Resolution Procedure.

8.5 Miscellaneous Occupant Request Adjustments

The parties acknowledge that for each Contract Year the Other Site Service Payment and the Facility Maintenance Payment, as applicable, include as an allowance the amount applicable to that Contract Year as indicated in the table in Section 8.2(g) of Schedule 4 [Services Protocols and Specifications] as the maximum amount of Miscellaneous Occupant Request Services for that Contract Year. Such allowance is an allowance for the actual costs incurred by Project Co in carrying out the Miscellaneous Occupant Request Services, with a monthly reconciliation unless otherwise agreed by the Authority.

Together with the invoice for each Payment Period and at any other time as requested by the Authority, Project Co will deliver a report setting out the total of the actual costs incurred by Project Co in carrying out the Miscellaneous Occupant Request Services in the previous Payment Period, with a reconciliation to the portion of the allowance that has been included to such date, and indicating any excess amount or shortfall in the allowance (the “**Miscellaneous Occupant Request Differential**”). The parties may, for purposes of administrative efficiency, agree to calculate the Miscellaneous Occupant Request Differential on a less frequent basis.

The Authority and Project Co will seek to agree the amount of the Miscellaneous Occupant Request Differential within 15 Business Days of the delivery of such report. If the Authority and Project Co fail to reach agreement within such period, such Dispute will be resolved in accordance with the Dispute Resolution Procedure.

9. CONSTRUCTION PERIOD PAYMENTS

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

10. CABLING CASH ALLOWANCE

- (a) This Section 10 applies to a cash allowance of \$500,000 (plus applicable GST) for the completion of work associated with Schedule 3, Section 7.10.7.1(4) of which the responsibilities are defined as “*Project Co will also be responsible for any additional horizontal cabling from the end user device end to the Telecommunication Room head end for any IP phones that will be deployed in the Other Site Facilities where existing*”

data ports do not exist or are not adequate to use as a horizontal connection to be used by an IP Phone set.” The cash allowance applies up to a maximum of 520 additional horizontal cable runs to meet the installation requirements of Schedule 3, Sections 7.10.7.1(2)(a) and 7.10.7.1(2)(e).

- (b) The parties acknowledge that the Capital Payment includes a cash allowance of \$500,000 in aggregate in the Project Agreement. The cash allowance will be expended, if at all, only as the Authority authorizes.
- (c) The cash allowances cover the net cost to Project Co of services, materials, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other expenditures authorized by the Authority that are incurred in performing the work stipulated under the cash allowance.
- (d) Where the actual costs expended by Project Co for work under the cash allowance exceed the amount of the cash allowance, Project Co will be compensated for any excess incurred and substantiated plus an aggregate amount of 5% for overhead and profit. Where the actual costs expended by the Project Co for work under the cash allowance is less than the amount of the cash allowance, the Authority will be credited for the unexpended portion of the cash allowance, but not for the Project Co’s overhead and profit on such amount. The adjustments will be made on a lump sum basis.
- (e) The Project Co and the Authority will jointly prepare a schedule that shows when the Authority, through the Authority, must authorize the work called for under the cash allowance to avoid delaying the progress of the Design and Construction .
- (f) The horizontal cable runs to meet the installation requirements of Schedule 3, Section 7.10.7.1(4) may be completed at any time during the Construction Period. The work related to the requirements under Schedule 3, Sections 7.10.7.1(2)(a) and 7.10.7.1(2)(e) will not be performed until the new Cisco phone system is in place.

APPENDIX 8A

FUNCTIONAL UNITS, UNIT DEDUCTION AMOUNTS, RECTIFICATION PERIODS

LINKED UNITS PRINCIPLES

APPENDIX 8B

CONSTRUCTION PERIOD PAYMENTS

APPENDIX 8C

ENERGY

APPENDIX 8D

LIFE CYCLE PAYMENT

| Payment Period after Service Commencement Date | Life Cycle Payment (\$ as of Base Date) (Index Linked) |
|---|---|
| Month 1 | 0.00 |
| Month 2 | 0.00 |
| Month 3 | 0.00 |
| Month 4 | 0.00 |
| Month 5 | 0.00 |
| Month 6 | 0.00 |
| Month 7 | 0.00 |
| Month 8 | 0.00 |
| Month 9 | 0.00 |
| Month 10 | 0.00 |
| Month 11 | 0.00 |
| Month 12 | 0.00 |
| Month 13 | 0.00 |
| Month 14 | 0.00 |
| Month 15 | 0.00 |
| Month 16 | 0.00 |
| Month 17 | 0.00 |
| Month 18 | 0.00 |
| Month 19 | 0.00 |
| Month 20 | 0.00 |
| Month 21 | 0.00 |
| Month 22 | 0.00 |
| Month 23 | 0.00 |
| Month 24 | 0.00 |
| Month 25 | 0.00 |
| Month 26 | 0.00 |
| Month 27 | 0.00 |
| Month 28 | 0.00 |
| Month 29 | 0.00 |
| Month 30 | 0.00 |
| Month 31 | 0.00 |
| Month 32 | 0.00 |
| Month 33 | 0.00 |
| Month 34 | 0.00 |
| Month 35 | 0.00 |
| Month 36 | 0.00 |
| Month 37 | 0.00 |
| Month 38 | 0.00 |

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|----------|------------|
| Month 39 | 0.00 |
| Month 40 | 0.00 |
| Month 41 | 0.00 |
| Month 42 | 0.00 |
| Month 43 | 0.00 |
| Month 44 | 0.00 |
| Month 45 | 0.00 |
| Month 46 | 0.00 |
| Month 47 | 0.00 |
| Month 48 | 0.00 |
| Month 49 | 0.00 |
| Month 50 | 0.00 |
| Month 51 | 0.00 |
| Month 52 | 0.00 |
| Month 53 | 0.00 |
| Month 54 | 0.00 |
| Month 55 | 0.00 |
| Month 56 | 0.00 |
| Month 57 | 0.00 |
| Month 58 | 0.00 |
| Month 59 | 0.00 |
| Month 60 | 0.00 |
| Month 61 | 47,438.26 |
| Month 62 | 47,438.26 |
| Month 63 | 47,438.26 |
| Month 64 | 47,438.26 |
| Month 65 | 47,438.26 |
| Month 66 | 47,438.26 |
| Month 67 | 47,438.26 |
| Month 68 | 47,438.26 |
| Month 69 | 47,438.26 |
| Month 70 | 47,438.26 |
| Month 71 | 47,438.26 |
| Month 72 | 47,438.26 |
| Month 73 | 125,788.86 |
| Month 74 | 125,788.86 |
| Month 75 | 125,788.86 |
| Month 76 | 125,788.86 |
| Month 77 | 125,788.86 |
| Month 78 | 125,788.86 |
| Month 79 | 125,788.86 |
| Month 80 | 125,788.86 |
| Month 81 | 125,788.86 |
| Month 82 | 125,788.86 |

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| Month 83 | 125,788.86 |
| Month 84 | 125,788.86 |
| Month 85 | 96,234.41 |
| Month 86 | 96,234.41 |
| Month 87 | 96,234.41 |
| Month 88 | 96,234.41 |
| Month 89 | 96,234.41 |
| Month 90 | 96,234.41 |
| Month 91 | 96,234.41 |
| Month 92 | 96,234.41 |
| Month 93 | 96,234.41 |
| Month 94 | 96,234.41 |
| Month 95 | 96,234.41 |
| Month 96 | 96,234.41 |
| Month 97 | 58,858.44 |
| Month 98 | 58,858.44 |
| Month 99 | 58,858.44 |
| Month 100 | 58,858.44 |
| Month 101 | 58,858.44 |
| Month 102 | 58,858.44 |
| Month 103 | 58,858.44 |
| Month 104 | 58,858.44 |
| Month 105 | 58,858.44 |
| Month 106 | 58,858.44 |
| Month 107 | 58,858.44 |
| Month 108 | 58,858.44 |
| Month 109 | 74,865.54 |
| Month 110 | 74,865.54 |
| Month 111 | 74,865.54 |
| Month 112 | 74,865.54 |
| Month 113 | 74,865.54 |
| Month 114 | 74,865.54 |
| Month 115 | 74,865.54 |
| Month 116 | 74,865.54 |
| Month 117 | 74,865.54 |
| Month 118 | 74,865.54 |
| Month 119 | 74,865.54 |
| Month 120 | 74,865.54 |
| Month 121 | 200,546.08 |
| Month 122 | 200,546.08 |
| Month 123 | 200,546.08 |
| Month 124 | 200,546.08 |
| Month 125 | 200,546.08 |
| Month 126 | 200,546.08 |

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|-----------|------------|
| Month 127 | 200,546.08 |
| Month 128 | 200,546.08 |
| Month 129 | 200,546.08 |
| Month 130 | 200,546.08 |
| Month 131 | 200,546.08 |
| Month 132 | 200,546.08 |
| Month 133 | 61,544.19 |
| Month 134 | 61,544.19 |
| Month 135 | 61,544.19 |
| Month 136 | 61,544.19 |
| Month 137 | 61,544.19 |
| Month 138 | 61,544.19 |
| Month 139 | 61,544.19 |
| Month 140 | 61,544.19 |
| Month 141 | 61,544.19 |
| Month 142 | 61,544.19 |
| Month 143 | 61,544.19 |
| Month 144 | 61,544.19 |
| Month 145 | 31,937.85 |
| Month 146 | 31,937.85 |
| Month 147 | 31,937.85 |
| Month 148 | 31,937.85 |
| Month 149 | 31,937.85 |
| Month 150 | 31,937.85 |
| Month 151 | 31,937.85 |
| Month 152 | 31,937.85 |
| Month 153 | 31,937.85 |
| Month 154 | 31,937.85 |
| Month 155 | 31,937.85 |
| Month 156 | 31,937.85 |
| Month 157 | 176,400.36 |
| Month 158 | 176,400.36 |
| Month 159 | 176,400.36 |
| Month 160 | 176,400.36 |
| Month 161 | 176,400.36 |
| Month 162 | 176,400.36 |
| Month 163 | 176,400.36 |
| Month 164 | 176,400.36 |
| Month 165 | 176,400.36 |
| Month 166 | 176,400.36 |
| Month 167 | 176,400.36 |
| Month 168 | 176,400.36 |
| Month 169 | 208,784.59 |
| Month 170 | 208,784.59 |

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| Month 171 | 208,784.59 |
| Month 172 | 208,784.59 |
| Month 173 | 208,784.59 |
| Month 174 | 208,784.59 |
| Month 175 | 208,784.59 |
| Month 176 | 208,784.59 |
| Month 177 | 208,784.59 |
| Month 178 | 208,784.59 |
| Month 179 | 208,784.59 |
| Month 180 | 208,784.59 |
| Month 181 | 285,168.02 |
| Month 182 | 285,168.02 |
| Month 183 | 285,168.02 |
| Month 184 | 285,168.02 |
| Month 185 | 285,168.02 |
| Month 186 | 285,168.02 |
| Month 187 | 285,168.02 |
| Month 188 | 285,168.02 |
| Month 189 | 285,168.02 |
| Month 190 | 285,168.02 |
| Month 191 | 285,168.02 |
| Month 192 | 285,168.02 |
| Month 193 | 26,289.90 |
| Month 194 | 26,289.90 |
| Month 195 | 26,289.90 |
| Month 196 | 26,289.90 |
| Month 197 | 26,289.90 |
| Month 198 | 26,289.90 |
| Month 199 | 26,289.90 |
| Month 200 | 26,289.90 |
| Month 201 | 26,289.90 |
| Month 202 | 26,289.90 |
| Month 203 | 26,289.90 |
| Month 204 | 26,289.90 |
| Month 205 | 75,317.06 |
| Month 206 | 75,317.06 |
| Month 207 | 75,317.06 |
| Month 208 | 75,317.06 |
| Month 209 | 75,317.06 |
| Month 210 | 75,317.06 |
| Month 211 | 75,317.06 |
| Month 212 | 75,317.06 |
| Month 213 | 75,317.06 |
| Month 214 | 75,317.06 |

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| Month 215 | 75,317.06 |
| Month 216 | 75,317.06 |
| Month 217 | 164,578.00 |
| Month 218 | 164,578.00 |
| Month 219 | 164,578.00 |
| Month 220 | 164,578.00 |
| Month 221 | 164,578.00 |
| Month 222 | 164,578.00 |
| Month 223 | 164,578.00 |
| Month 224 | 164,578.00 |
| Month 225 | 164,578.00 |
| Month 226 | 164,578.00 |
| Month 227 | 164,578.00 |
| Month 228 | 164,578.00 |
| Month 229 | 232,941.78 |
| Month 230 | 232,941.78 |
| Month 231 | 232,941.78 |
| Month 232 | 232,941.78 |
| Month 233 | 232,941.78 |
| Month 234 | 232,941.78 |
| Month 235 | 232,941.78 |
| Month 236 | 232,941.78 |
| Month 237 | 232,941.78 |
| Month 238 | 232,941.78 |
| Month 239 | 232,941.78 |
| Month 240 | 232,941.78 |
| Month 241 | 150,510.57 |
| Month 242 | 150,510.57 |
| Month 243 | 150,510.57 |
| Month 244 | 150,510.57 |
| Month 245 | 150,510.57 |
| Month 246 | 150,510.57 |
| Month 247 | 150,510.57 |
| Month 248 | 150,510.57 |
| Month 249 | 150,510.57 |
| Month 250 | 150,510.57 |
| Month 251 | 150,510.57 |
| Month 252 | 150,510.57 |
| Month 253 | 172,789.06 |
| Month 254 | 172,789.06 |
| Month 255 | 172,789.06 |
| Month 256 | 172,789.06 |
| Month 257 | 172,789.06 |
| Month 258 | 172,789.06 |

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|-----------|------------|
| Month 259 | 172,789.06 |
| Month 260 | 172,789.06 |
| Month 261 | 172,789.06 |
| Month 262 | 172,789.06 |
| Month 263 | 172,789.06 |
| Month 264 | 172,789.06 |
| Month 265 | 47,283.86 |
| Month 266 | 47,283.86 |
| Month 267 | 47,283.86 |
| Month 268 | 47,283.86 |
| Month 269 | 47,283.86 |
| Month 270 | 47,283.86 |
| Month 271 | 47,283.86 |
| Month 272 | 47,283.86 |
| Month 273 | 47,283.86 |
| Month 274 | 47,283.86 |
| Month 275 | 47,283.86 |
| Month 276 | 47,283.86 |
| Month 277 | 114,266.50 |
| Month 278 | 114,266.50 |
| Month 279 | 114,266.50 |
| Month 280 | 114,266.50 |
| Month 281 | 114,266.50 |
| Month 282 | 114,266.50 |
| Month 283 | 114,266.50 |
| Month 284 | 114,266.50 |
| Month 285 | 114,266.50 |
| Month 286 | 114,266.50 |
| Month 287 | 114,266.50 |
| Month 288 | 114,266.50 |
| Month 289 | 47,298.06 |
| Month 290 | 47,298.06 |
| Month 291 | 47,298.06 |
| Month 292 | 47,298.06 |
| Month 293 | 47,298.06 |
| Month 294 | 47,298.06 |
| Month 295 | 47,298.06 |
| Month 296 | 47,298.06 |
| Month 297 | 47,298.06 |
| Month 298 | 47,298.06 |
| Month 299 | 47,298.06 |
| Month 300 | 47,298.06 |
| Month 301 | 50,685.13 |
| Month 302 | 50,685.13 |

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|-----------|------------|
| Month 303 | 50,685.13 |
| Month 304 | 50,685.13 |
| Month 305 | 50,685.13 |
| Month 306 | 50,685.13 |
| Month 307 | 50,685.13 |
| Month 308 | 50,685.13 |
| Month 309 | 50,685.13 |
| Month 310 | 50,685.13 |
| Month 311 | 50,685.13 |
| Month 312 | 50,685.13 |
| Month 313 | 85,959.05 |
| Month 314 | 85,959.05 |
| Month 315 | 85,959.05 |
| Month 316 | 85,959.05 |
| Month 317 | 85,959.05 |
| Month 318 | 85,959.05 |
| Month 319 | 85,959.05 |
| Month 320 | 85,959.05 |
| Month 321 | 85,959.05 |
| Month 322 | 85,959.05 |
| Month 323 | 85,959.05 |
| Month 324 | 85,959.05 |
| Month 325 | 177,370.79 |
| Month 326 | 177,370.79 |
| Month 327 | 177,370.79 |
| Month 328 | 177,370.79 |
| Month 329 | 177,370.79 |
| Month 330 | 177,370.79 |
| Month 331 | 177,370.79 |
| Month 332 | 177,370.79 |
| Month 333 | 177,370.79 |
| Month 334 | 177,370.79 |
| Month 335 | 177,370.79 |
| Month 336 | 177,370.79 |
| Month 337 | 26,048.79 |
| Month 338 | 26,048.79 |
| Month 339 | 26,048.79 |
| Month 340 | 26,048.79 |
| Month 341 | 26,048.79 |
| Month 342 | 26,048.79 |
| Month 343 | 26,048.79 |
| Month 344 | 26,048.79 |
| Month 345 | 26,048.79 |
| Month 346 | 26,048.79 |

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|--------------|----------------------|
| Month 347 | 26,048.79 |
| Month 348 | 26,048.79 |
| Month 349 | 78,871.09 |
| Month 350 | 78,871.09 |
| Month 351 | 78,871.09 |
| Month 352 | 78,871.09 |
| Month 353 | 78,871.09 |
| Month 354 | 78,871.09 |
| Month 355 | 78,871.09 |
| Month 356 | 78,871.09 |
| Month 357 | 78,871.09 |
| Month 358 | 78,871.09 |
| Month 359 | 78,871.09 |
| Month 360 | 78,871.09 |
| Total | 33,813,314.77 |

APPENDIX 8E

OTHER SITE SERVICES

| OTHER SITE SERVICE PAYMENT (Index Linked) | |
|--|-----------------------------------|
| Payment Period | Total (\$ as of Base Date) |
| October 2016 | 183,271.97 |
| November 2016 | 183,271.97 |
| December 2016 | 183,271.97 |
| January 2017 | 183,271.97 |
| February 2017 | 183,271.97 |
| March 2017 | 183,271.97 |
| April 2017 | 183,271.97 |
| May 2017 | 183,271.97 |
| June 2017 | 183,271.97 |
| July 2017 | 183,271.97 |
| August 2017 | 183,271.97 |
| September 2017 | 183,271.97 |
| October 2017 | 183,271.97 |
| November 2017 | 183,271.97 |
| December 2017 | 183,271.97 |
| January 2018 | 183,271.97 |
| February 2018 | 183,271.97 |
| March 2018 | 183,271.97 |
| April 2018 | 183,271.97 |
| May 2018 | 183,271.97 |
| June 2018 | 183,271.97 |
| July 2018 | 183,271.97 |
| August 2018 | 183,271.97 |
| September 2018 | 183,271.97 |
| October 2018 | 183,271.97 |
| November 2018 | 183,271.97 |
| December 2018 | 183,271.97 |
| Total | 4,948,343.32 |
| <p>*Notes:</p> <p>This table assumes the Other Site Service Commencement Date is October 6, 2016 and the Service Commencement Date is December 15, 2018. If the Other Site Service Commencement Date is delayed past October 6, 2016 the Other Site Service Payments for the first Payment Period will be calculated at the pro-rata daily rate for the number of days in such Payment Period from and including the Other Site Service Commencement Date. If the Service Commencement Date is delayed past December 15, 2018 the Other Site Service Payments will continue at the pro-rata daily rate until the Service Commencement Date occurs.</p> | |