

SCHEDULE 8

PAYMENTS

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**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

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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 (i) the requirements of Schedule 3 [Design and Construction Specifications] or Schedule 4 [Services Protocols and Specifications] specifically applicable to the relevant Functional Unit and (ii) for a Functional Unit in the CSB after the CSB Handover Date meets the standards of the CSB Handover Condition specifically applicable to the relevant Functional Unit within the CSB,

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(m) of this Schedule;

“CSB Facility Maintenance Payment” means the payment described in Section 2.1(b) of this Schedule;

“CSB Life Cycle Payment” means the payment described in Section 2.1(h)(1) of this Schedule;

“Deduction” means a deduction from a Construction Payment or 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 or under the main body of this Agreement for Deductions specified in the main body of this Agreement;

“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(o) 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(n) 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 8.4 of this Schedule;

“Miscellaneous Occupant Request Adjustment” means an amount equal to the Miscellaneous Occupant Request 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 Miscellaneous Occupant Request Differential is agreed or determined pursuant to Section 8.4;

“New Service Provider Start Date” means:

- (a) whichever is relevant of the Other Site Service Commencement Date, the CSB Service 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 8.3 of this Schedule;

“Other Site Maintenance Payment Adjustment” means an amount equal to the Other Site Maintenance Differential agreed or determined pursuant to Section 8.3 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 Other Site Maintenance Differential is agreed or determined pursuant to Section 8.3;

“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 8.3 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;

“Select Campus-wide Systems Life Cycle Payment” means the payment described in Section 2.1(e) 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;

“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 Patient Care Tower and the bridge link between the CSB and the Patient Care Tower are 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; or
 - (3) all of the public elevators in the Patient Care Tower,

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 February 14, 2019 to the Other Site Service Commencement Date and CSB 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 Services for CSB, 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	\$
February 2019	99,139.01
March 2019	185,059.49
April 2019	185,059.49
May 2019	77,605.59

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 and CSB Service Commencement Date.

From and after the Other Site Service Commencement Date and the CSB Service Commencement Date until the CSB Handover 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 [Other Site Services], which amount will be Index Linked; plus
- (b) in respect of the CSB, the CSB Facility Maintenance Payment as set out in Appendix 8F [CSB Payments], which amount will be Index Linked, plus or minus
- (c) any Other Site Maintenance Payment Adjustment payable in that Payment Period; plus or minus
- (d) the Miscellaneous Occupant Request Adjustment; plus
- (e) the Select Campus-wide Systems Life Cycle Payment as set out in Appendix 8G [Select Campus-wide Systems Life Cycle Payments]; minus
- (f) the aggregate of Deductions for that Payment Period, subject to Section 3.1 of this Schedule.

The Payment Periods identified in Appendix 8F [CSB Payments] and Appendix 8G [Select Campus-Wide Systems Life Cycle Payments] assume that Other Site Service Commencement and CSB Service

Commencement will be achieved by April 18, 2019 and the Payment Periods are expressed numerically in terms of the Payment Periods starting from that date.

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

- (g) the Other Site Service Payment for that Payment Period as set out in Appendix 8E [Other Site Services], a portion of which amount will as provided in that Appendix will be Index Linked and a portion of which as provided in that Appendix will not be Index Linked; plus
- (h) in respect of the CSB:
 - (1) the CSB Life Cycle Payment as set out in Appendix 8F [CSB Payments]; and
 - (2) the CSB Facility Maintenance Payment as set out in Appendix 8F [CSB Payments],
 which amounts will be Index Linked, plus or minus
- (i) any Other Site Maintenance Payment Adjustment payable in that Payment Period; plus or minus
- (j) the Miscellaneous Occupant Request Adjustment; plus
- (k) the Select Campus-wide Systems Life Cycle Payment as set out in Appendix 8G [Select Campus-wide Systems Life Cycle Payments]; minus
- (l) 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:

- (m) the Capital Payment for that Payment Period in an amount equal to \$860,387.70 which amount will not be Index Linked; plus
- (n) 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
- (o) the Facility Maintenance Payment for that Payment Period in an amount equal to \$397,087.00 which amount will be Index Linked; plus or minus
- (p) [Not Used];
- (q) any Other Site Maintenance Payment Adjustment payable in that Payment Period; plus or minus
- (r) the Miscellaneous Occupant Request Adjustment; minus
- (s) [Not Used]
- (t) the aggregate of Deductions for that Payment Period, subject to Section 3.1 of this Schedule,

provided that:

- (u) 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(m), 2.1(n) and 2.1(o) 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;

- (v) 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(m), 2.1(n) and 2.1(o) 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
- (w) the Service Commencement Date and the date Service Payments set out in Sections 2.1(m) to 2.1(t) inclusive of this Schedule commence will not be earlier than February 15, 2022 notwithstanding Project Co achieving Service Commencement earlier than such 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 provided in Sections 2.1(m) to 2.1(o) inclusive for Payment Periods, or prorated portions thereof, between the Target Service Commencement Date and the Service Commencement 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.

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].

2.3 Post-Service Commencement Construction

In the event that Project Co fails to complete any Post-Service Commencement Construction by the required completion date specified in Section 4.10 of Schedule 2 [Design and Construction protocols], the Authority will be entitled to make Deductions of \$3,000 for each day, or part thereof, after such required completion date until such time as the Post-Service Commencement Construction is certified by the Independent Certifier as being complete. Deductions made pursuant to this Section 2.3 will not be counted for the purposes of Sections 11.1 or 12.1(h) of this Agreement, or Sections 6.7 or 6.8 of Schedule 4 [Service Protocols and Specifications].

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 and CSB 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 and the CSB Service Commencement Date to the Service Commencement Date, the sum of the components of the Service Payment set out in Sections 2.1(a), 2.1(b) and 2.1(e) of this Schedule 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(m), 2.1(n) and 2.1(o) 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. The revised classification will be deemed to be effective from the time of the Event.

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) \$150, 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 for the intended use or purpose of that Functional Unit or Temporary

Alternative Accommodation, for the purposes of Section 3.5(b) of this Schedule the Unit Deduction Amount applicable to an Unavailability Deduction for such Functional 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 \$3,500, Index Linked;
- (b) for a Medium Service Failure, the sum of \$1,250, Index Linked; and
- (c) for a Low Service Failure, the sum of \$100, 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 the Services for the CSB; and
- (b) the New Site Services,

there will be a period comprised of the first three full Payment Periods (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 period of the New Service Provider Transition Period until completion of the first full Payment Period, the amount of any Service Failure Deductions will be reduced by 75%;
- (d) during the second full Payment Period of the New Service Provider Transition Period, the amount of any Service Failure Deductions will be reduced by 50%; and
- (e) during the third full Payment Period 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 and the CSB Service Commencement Date in respect of Service Failure Deductions arising from the Other Site Services or Services for the CSB 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 and Services for the CSB, 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 Renovation Services pursuant to Section 2.4 of Appendix 4B [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 PST;
 - (9) Project Co's GST registration number; and
 - (10) 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 for each Payment Period, the GST payable by the Authority on the Service Payment.

8.3 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 \$720,000 (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 \$250,000 (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 \$720,000 (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.

8.4 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.

8.5 Year End Accrual Information

Project Co acknowledges that the Authority's fiscal year end is March 31 each year and that the Authority may require information regarding Services performed during the year prior to March 31 where payment for such Services will be made after March 31. On request Project Co will provide reasonable estimates of all such amounts to the Authority.

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 \$700,000 (plus applicable GST) for the completion of work associated with Schedule 3, Section 7.9.7.1(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 RIH 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 for any additional horizontal CAT6A cable runs as required to meet the installation requirements of Schedule 3, Sections 7.9.7.1(2)(a) and 7.9.7.1(2)(e).
- (b) The parties acknowledge that the Capital Payment includes such cash allowance of \$700,000 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 upon request 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.

11. [NOT USED]

12. CSB DEFECTS CORRECTION CASH ALLOWANCE

- (a) This Section 12 applies to a cash allowance of \$1,350,000 (plus applicable GST) for CSB Defects Correction Work.
- (b) The parties acknowledge that the Other Site Service Payments includes such cash allowance of \$1,350,000 in aggregate in the Project Agreement and as provided in Appendix 8E is not Index Linked. The cash allowance will be expended, if at all, only in accordance with Section 2.21 of Appendix 4D [Plant Services (New Facility Only)].
- (c) 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 in accordance with Section 2.21 of Appendix 4D [Plant Services (New Facility Only)]. Where the actual costs expended by Project Co for work under such cash allowance is less than the amount expended for the cash allowance, the Authority will upon request be credited for the unexpended portion of the cash allowance. The adjustments will be made on a lump sum basis.

13. INDEPENDENT HANDOVER CONSULTANT CASH ALLOWANCE

- (a) This Section 13 applies to a cash allowance of \$40,000 (plus applicable GST) for payment to the Independent Handover Consultant.
- (b) The parties acknowledge that the Other Site Service Payments includes such cash allowance of \$40,000 in aggregate in the Project Agreement and as provided in Appendix 8E is not Index Linked. The cash allowance will be expended, if at all, only in accordance with Section 2.21 of Appendix 4D [Plant Services (New Facility Only)].
- (c) Where the amount under such cash allowance is less than the amount expended for the cash allowance, the Authority will upon request be credited for the unexpended portion of the cash allowance. The adjustments will be made on a lump sum basis.

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	14,404.05
Month 2	14,404.05
Month 3	14,404.05
Month 4	14,404.05
Month 5	14,404.05
Month 6	14,404.05
Month 7	14,404.05
Month 8	14,404.05
Month 9	14,404.05
Month 10	14,404.05
Month 11	14,404.05
Month 12	14,404.05
Month 13	15,024.69
Month 14	15,024.69
Month 15	15,024.69
Month 16	15,024.69
Month 17	15,024.69
Month 18	15,024.69
Month 19	15,024.69
Month 20	15,024.69
Month 21	15,024.69
Month 22	15,024.69
Month 23	15,024.69
Month 24	15,024.69
Month 25	36,879.91
Month 26	36,879.91
Month 27	36,879.91
Month 28	36,879.91
Month 29	36,879.91
Month 30	36,879.91
Month 31	36,879.91
Month 32	36,879.91
Month 33	36,879.91
Month 34	36,879.91
Month 35	36,879.91
Month 36	36,879.91
Month 37	21,054.59
Month 38	21,054.59
Month 39	21,054.59
Month 40	21,054.59
Month 41	21,054.59
Month 42	21,054.59
Month 43	21,054.59
Month 44	21,054.59
Month 45	21,054.59
Month 46	21,054.59

Month 47	21,054.59
Month 48	21,054.59
Month 49	41,349.17
Month 50	41,349.17
Month 51	41,349.17
Month 52	41,349.17
Month 53	41,349.17
Month 54	41,349.17
Month 55	41,349.17
Month 56	41,349.17
Month 57	41,349.17
Month 58	41,349.17
Month 59	41,349.17
Month 60	41,349.17
Month 61	93,834.01
Month 62	93,834.01
Month 63	93,834.01
Month 64	93,834.01
Month 65	93,834.01
Month 66	93,834.01
Month 67	93,834.01
Month 68	93,834.01
Month 69	93,834.01
Month 70	93,834.01
Month 71	93,834.01
Month 72	93,834.01
Month 73	103,969.98
Month 74	103,969.98
Month 75	103,969.98
Month 76	103,969.98
Month 77	103,969.98
Month 78	103,969.98
Month 79	103,969.98
Month 80	103,969.98
Month 81	103,969.98
Month 82	103,969.98
Month 83	103,969.98
Month 84	103,969.98
Month 85	110,327.17
Month 86	110,327.17
Month 87	110,327.17
Month 88	110,327.17
Month 89	110,327.17
Month 90	110,327.17
Month 91	110,327.17
Month 92	110,327.17
Month 93	110,327.17
Month 94	110,327.17
Month 95	110,327.17
Month 96	110,327.17
Month 97	95,845.12
Month 98	95,845.12
Month 99	95,845.12
Month 100	95,845.12
Month 101	95,845.12

Month 102	95,845.12
Month 103	95,845.12
Month 104	95,845.12
Month 105	95,845.12
Month 106	95,845.12
Month 107	95,845.12
Month 108	95,845.12
Month 109	68,512.80
Month 110	68,512.80
Month 111	68,512.80
Month 112	68,512.80
Month 113	68,512.80
Month 114	68,512.80
Month 115	68,512.80
Month 116	68,512.80
Month 117	68,512.80
Month 118	68,512.80
Month 119	68,512.80
Month 120	68,512.80
Month 121	125,623.21
Month 122	125,623.21
Month 123	125,623.21
Month 124	125,623.21
Month 125	125,623.21
Month 126	125,623.21
Month 127	125,623.21
Month 128	125,623.21
Month 129	125,623.21
Month 130	125,623.21
Month 131	125,623.21
Month 132	125,623.21
Month 133	70,366.59
Month 134	70,366.59
Month 135	70,366.59
Month 136	70,366.59
Month 137	70,366.59
Month 138	70,366.59
Month 139	70,366.59
Month 140	70,366.59
Month 141	70,366.59
Month 142	70,366.59
Month 143	70,366.59
Month 144	70,366.59
Month 145	164,513.89
Month 146	164,513.89
Month 147	164,513.89
Month 148	164,513.89
Month 149	164,513.89
Month 150	164,513.89
Month 151	164,513.89
Month 152	164,513.89
Month 153	164,513.89
Month 154	164,513.89
Month 155	164,513.89
Month 156	164,513.89

Month 157	118,714.95
Month 158	118,714.95
Month 159	118,714.95
Month 160	118,714.95
Month 161	118,714.95
Month 162	118,714.95
Month 163	118,714.95
Month 164	118,714.95
Month 165	118,714.95
Month 166	118,714.95
Month 167	118,714.95
Month 168	118,714.95
Month 169	146,658.80
Month 170	146,658.80
Month 171	146,658.80
Month 172	146,658.80
Month 173	146,658.80
Month 174	146,658.80
Month 175	146,658.80
Month 176	146,658.80
Month 177	146,658.80
Month 178	146,658.80
Month 179	146,658.80
Month 180	146,658.80
Month 181	185,630.62
Month 182	185,630.62
Month 183	185,630.62
Month 184	185,630.62
Month 185	185,630.62
Month 186	185,630.62
Month 187	185,630.62
Month 188	185,630.62
Month 189	185,630.62
Month 190	185,630.62
Month 191	185,630.62
Month 192	185,630.62
Month 193	169,031.10
Month 194	169,031.10
Month 195	169,031.10
Month 196	169,031.10
Month 197	169,031.10
Month 198	169,031.10
Month 199	169,031.10
Month 200	169,031.10
Month 201	169,031.10
Month 202	169,031.10
Month 203	169,031.10
Month 204	169,031.10
Month 205	128,565.38
Month 206	128,565.38
Month 207	128,565.38
Month 208	128,565.38
Month 209	128,565.38
Month 210	128,565.38
Month 211	128,565.38

Month 212	128,565.38
Month 213	128,565.38
Month 214	128,565.38
Month 215	128,565.38
Month 216	128,565.38
Month 217	129,440.42
Month 218	129,440.42
Month 219	129,440.42
Month 220	129,440.42
Month 221	129,440.42
Month 222	129,440.42
Month 223	129,440.42
Month 224	129,440.42
Month 225	129,440.42
Month 226	129,440.42
Month 227	129,440.42
Month 228	129,440.42
Month 229	125,894.01
Month 230	125,894.01
Month 231	125,894.01
Month 232	125,894.01
Month 233	125,894.01
Month 234	125,894.01
Month 235	125,894.01
Month 236	125,894.01
Month 237	125,894.01
Month 238	125,894.01
Month 239	125,894.01
Month 240	125,894.01
Month 241	211,978.71
Month 242	211,978.71
Month 243	211,978.71
Month 244	211,978.71
Month 245	211,978.71
Month 246	211,978.71
Month 247	211,978.71
Month 248	211,978.71
Month 249	211,978.71
Month 250	211,978.71
Month 251	211,978.71
Month 252	211,978.71
Month 253	180,652.13
Month 254	180,652.13
Month 255	180,652.13
Month 256	180,652.13
Month 257	180,652.13
Month 258	180,652.13
Month 259	180,652.13
Month 260	180,652.13
Month 261	180,652.13
Month 262	180,652.13
Month 263	180,652.13
Month 264	180,652.13
Month 265	190,312.85
Month 266	190,312.85

Month 267	190,312.85
Month 268	190,312.85
Month 269	190,312.85
Month 270	190,312.85
Month 271	190,312.85
Month 272	190,312.85
Month 273	190,312.85
Month 274	190,312.85
Month 275	190,312.85
Month 276	190,312.85
Month 277	179,542.48
Month 278	179,542.48
Month 279	179,542.48
Month 280	179,542.48
Month 281	179,542.48
Month 282	179,542.48
Month 283	179,542.48
Month 284	179,542.48
Month 285	179,542.48
Month 286	179,542.48
Month 287	179,542.48
Month 288	179,542.48
Month 289	192,965.35
Month 290	192,965.35
Month 291	192,965.35
Month 292	192,965.35
Month 293	192,965.35
Month 294	192,965.35
Month 295	192,965.35
Month 296	192,965.35
Month 297	192,965.35
Month 298	192,965.35
Month 299	192,965.35
Month 300	192,965.35
Month 301	175,489.87
Month 302	175,489.87
Month 303	175,489.87
Month 304	175,489.87
Month 305	175,489.87
Month 306	175,489.87
Month 307	175,489.87
Month 308	175,489.87
Month 309	175,489.87
Month 310	175,489.87
Month 311	175,489.87
Month 312	175,489.87
Month 313	92,791.71
Month 314	92,791.71
Month 315	92,791.71
Month 316	92,791.71
Month 317	92,791.71
Month 318	92,791.71
Month 319	92,791.71
Month 320	92,791.71
Month 321	92,791.71

Month 322	92,791.71
Month 323	92,791.71
Month 324	92,791.71
Month 325	104,966.06
Month 326	104,966.06
Month 327	104,966.06
Month 328	104,966.06
Month 329	104,966.06
Month 330	104,966.06
Month 331	104,966.06
Month 332	104,966.06
Month 333	104,966.06
Month 334	104,966.06
Month 335	104,966.06
Month 336	104,966.06
Month 337	103,712.24
Month 338	103,712.24
Month 339	103,712.24
Month 340	103,712.24
Month 341	103,712.24
Month 342	103,712.24
Month 343	103,712.24
Month 344	103,712.24
Month 345	103,712.24
Month 346	103,712.24
Month 347	103,712.24
Month 348	103,712.24
Month 349	92,126.00
Month 350	92,126.00
Month 351	92,126.00
Month 352	92,126.00
Month 353	92,126.00
Month 354	92,126.00
Month 355	92,126.00
Month 356	92,126.00
Month 357	92,126.00
Month 358	92,126.00
Month 359	92,126.00
Month 360	92,126.00
Month 361	0.00

Total

41,882,134.32

APPENDIX 8E
OTHER SITE SERVICES

The Other Site Service Payment consists of the total of Column A (to be Index Linked) and Column B (not Index Linked).

OTHER SITE SERVICE PAYMENT		
	Column A	Column B
Payment Period	(\$ as of Base Date) (Index Linked)	CSB Defects Correction Cash Allowance and Independent Handover Consultant Cash Allowance (\$ nominal - not Index Linked)
30-Apr-19	123,071.79	115,000.00
31-May-19	284,011.81	75,000.00
30-Jun-19	284,011.81	75,000.00
31-Jul-19	284,011.81	75,000.00
31-Aug-19	284,011.81	75,000.00
30-Sep-19	284,011.81	75,000.00
31-Oct-19	284,011.81	75,000.00
30-Nov-19	284,011.81	75,000.00
31-Dec-19	284,011.81	75,000.00
31-Jan-20	284,011.81	75,000.00
29-Feb-20	284,011.81	75,000.00
31-Mar-20	284,011.81	75,000.00
30-Apr-20	284,011.81	75,000.00
31-May-20	284,011.81	75,000.00
30-Jun-20	284,011.81	75,000.00
31-Jul-20	284,011.81	75,000.00
31-Aug-20	284,011.81	75,000.00
30-Sep-20	284,011.81	75,000.00
31-Oct-20	284,011.81	0.00

30-Nov-20	284,011.81	0.00
31-Dec-20	284,011.81	0.00
31-Jan-21	284,011.81	0.00
28-Feb-21	284,011.81	0.00
31-Mar-21	284,011.81	0.00
30-Apr-21	284,011.81	0.00
31-May-21	284,011.81	0.00
30-Jun-21	284,011.81	0.00
31-Jul-21	284,011.81	0.00
31-Aug-21	284,011.81	0.00
30-Sep-21	284,011.81	0.00
31-Oct-21	284,011.81	0.00
30-Nov-21	284,011.81	0.00
31-Dec-21	284,011.81	0.00
31-Jan-22	284,011.81	0.00
28-Feb-22	142,005.91	0.00
Total	9,637,467.43	1,390,000

*Notes:

This table assumes the Other Site Service Commencement Date and the CSB Service Commencement Date are April 18, 2019 and the Service Commencement Date is February 15, 2022. If the Other Site Service Commencement Date/ CSB Service Commencement Date is delayed past April 18, 2019 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/CSB Service Commencement Date. If the Service Commencement Date is delayed past Feb 15, 2022 the Other Site Service Payments will continue at the pro-rata daily rate until the Service Commencement Date occurs.

APPENDIX 8F

CSB PAYMENTS

CSB SERVICE PAYMENTS (Index Linked)		
Payment Period	CSB Life Cycle Payment (\$ as of Base Date) (Index Linked)	CSB Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
30-Apr-19	-	8,988.39
31-May-19	-	20,742.44
30-Jun-19	-	20,742.44
31-Jul-19	-	20,742.44
31-Aug-19	-	20,742.44
30-Sep-19	-	20,742.44
31-Oct-19	-	20,742.44
30-Nov-19	-	20,742.44
31-Dec-19	-	20,742.44
31-Jan-20	-	20,742.44
29-Feb-20	-	20,742.44
31-Mar-20	-	20,742.44
30-Apr-20	-	20,742.44
31-May-20	-	20,742.44
30-Jun-20	-	20,742.44
31-Jul-20	-	20,742.44
31-Aug-20	-	20,742.44
30-Sep-20	-	20,742.44
31-Oct-20	3,733.59	20,742.44
30-Nov-20	3,733.59	20,742.44
31-Dec-20	3,733.59	20,742.44
31-Jan-21	3,733.59	20,742.44
28-Feb-21	1,682.72	20,742.44
31-Mar-21	1,682.72	20,742.44
30-Apr-21	1,682.72	20,742.44
31-May-21	1,682.72	20,742.44
30-Jun-21	1,682.72	20,742.44
31-Jul-21	1,682.72	20,742.44
31-Aug-21	1,682.72	20,742.44
30-Sep-21	1,682.72	20,742.44
31-Oct-21	1,682.72	20,742.44
30-Nov-21	1,682.72	20,742.44
31-Dec-21	1,682.72	20,742.44
31-Jan-22	1,682.72	20,742.44
28-Feb-22	841.36	10,371.22
Total	35,968.36	703,860.13
*Notes:		

This table assumes the CSB Service Commencement Date and the Other Site Service Commencement Date are April 18, 2019, the CSB Handover Date is October 18, 2020 and the Service Commencement Date is February 15, 2022. If the CSB Commencement Date/Other Site Service Commencement Date is delayed past April 18, 2019 the CSB Life Cycle Payment and the CSB Facility Maintenance Payment for the first Payment Periods for each such payment will be calculated at the pro-rata daily rate for the number of days in such Payment Period from and including the CSB Service Commencement Date/Other Site Service Commencement Date. If the Service Commencement Date is delayed past February 15, 2022 the CSB Life Cycle Payment and the CSB Facility Maintenance Payment will continue at the pro-rata daily rate until the Service Commencement Date occurs.

APPENDIX 8G

SELECT CAMPUS-WIDE SYSTEMS LIFE CYCLE PAYMENTS

SELECT CAMPUS-WIDE SYSTEMS LIFE CYCLE PAYMENT (Index Linked)	
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
30-Apr-19	8,900.48
31-May-19	8,900.48
30-Jun-19	8,900.48
31-Jul-19	8,900.48
31-Aug-19	8,900.48
30-Sep-19	8,900.48
31-Oct-19	8,900.48
30-Nov-19	8,900.48
31-Dec-19	8,900.48
31-Jan-20	8,900.48
29-Feb-20	20,896.71
31-Mar-20	20,896.71
30-Apr-20	20,896.71
31-May-20	20,896.71
30-Jun-20	20,896.71
31-Jul-20	20,896.71
31-Aug-20	20,896.71
30-Sep-20	20,896.71
31-Oct-20	20,896.71
30-Nov-20	20,896.71
31-Dec-20	20,896.71
31-Jan-21	20,896.71
28-Feb-21	20,724.64
31-Mar-21	20,724.64
30-Apr-21	20,724.64
31-May-21	20,724.64
30-Jun-21	20,724.64
31-Jul-21	20,724.64
31-Aug-21	20,724.64
30-Sep-21	20,724.64
31-Oct-21	20,724.64
30-Nov-21	20,724.64
31-Dec-21	20,724.64
31-Jan-22	20,724.64
28-Feb-22	10,362.32
Total	598,823.32
*Notes:	

This table assumes the CSB Service Commencement Date and the Other Site Service Commencement Date are April 18 ,2019 and the Service Commencement Date is February 15, 2022. If the CSB Service Commencement Date/Other Site Service Commencement Date is delayed past April 18, 2019 the Select Campus-Wide Systems Life Cycle Payment 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 CSB Service Commencement Date/Other Site Service Commencement Date. If the Service Commencement Date is delayed past Feb 15 2022 the Select Campus-Wide Systems Life Cycle Payment will continue at the pro-rata daily rate until the Service Commencement Date occurs.