

PROJECT AGREEMENT

NORTH BAY REGIONAL HEALTH CENTRE

CONFIDENTIAL

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SCHEDULES

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Schedule 8	-	Early Services Term Sheet
Schedule 9	-	Key Individuals
Schedule 10	-	Review Procedure
Schedule 11	-	Construction Quality Plan Outline
Schedule 12	-	Service Quality Plan Outline
Schedule 13	-	Project Co Proposal Extracts
Schedule 14	-	Outline Commissioning Program
Schedule 15	-	Output Specifications
Schedule 16	-	Title Encumbrances
Schedule 17	-	Employee Transition
Schedule 18	-	Communications Protocol
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Schedule 28	-	Refinancing
Schedule 29	-	Standby Letter of Credit
Schedule 30	-	Financial Model Extracts
Schedule 31	-	Existing Design
Schedule 32	-	Risk Assessment Guidelines
Schedule 33	-	Insurance Trust Agreement

THIS AGREEMENT is made as of the 22nd day of February, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation
incorporated under the laws of Ontario

("NBGH")

AND:

PLENARY HEALTH NORTH BAY¹ [REDACTED]

("Project Co")

WHEREAS:

- A. NBGH, with the assistance of Infrastructure Ontario, wishes to procure a new hospital and regional mental health centre facility in North Bay, Ontario to be known as the North Bay Regional Health Centre.
- B. The Hospitals will provide the Hospital Services at the Facility and Project Co wishes to provide the Project Operations, which include limited design, construction, financing and facilities management of the Facility (the "**Project**").
- C. NBGH and Project Co wish to enter into this project agreement (the "**Project Agreement**"), which sets out the terms and conditions upon which Project Co shall perform the Project Operations.
- D. The overriding priorities of NBGH in entering into and implementing this Project Agreement are the health and safety of the patients of the Facility, their healthcare needs and the provision of first-rate healthcare services.
- E. The Project will proceed as an alternative financing and procurement project under PIR's *ReNew Ontario* infrastructure investment plan, and complies with the principles set out in PIR's *Building a Better Tomorrow: An Infrastructure Planning, Financing and Procurement Framework for Ontario's Public Sector* (the "**IPFP Framework**").
- F. The IPFP Framework establishes 5 fundamental principles which guide the financing and procurement of public infrastructure projects in Ontario:
 1. The public interest is paramount.
 2. Value for money must be demonstrable.
 3. Appropriate public control/ownership must be preserved.
 4. Accountability must be maintained.

¹ An entity indirectly wholly owned by Plenary Group (Canada) Ltd.

5. All processes must be fair, transparent and efficient.
- G. The IPFP Framework states that, consistent with the principle of appropriate public ownership/control, public ownership of assets will be preserved in the hospital sector.
- H. MOHLTC is responsible for the development, coordination, maintenance and funding of health services, including a balanced and integrated system of hospitals, nursing homes, laboratories, ambulances, other health facilities and providers to meet the health needs of the people of Ontario.
- I. There are a number of statutes which govern the operation and administration of hospitals in Ontario. Under the *Public Hospitals Act* (Ontario), certain actions of hospitals can only be undertaken with the approval of the Minister of Health and Long-Term Care. Subsection 4(3) of the *Public Hospitals Act* (Ontario) states that no additional building or facilities shall be added to a hospital until the plans therefor have been approved by the Minister. Under subsection 4(2) of the *Public Hospitals Act* (Ontario), no institution, building or other premises or place shall be operated or used for the purposes of a hospital unless the Minister has approved the operation and or use of the premises or place for that purpose.
- J. The Minister of Health and Long-Term Care has powers to protect the public interest regarding matters relevant to the quality of the management and administration of a hospital, the proper management of the health care system in general, the availability of financial resources for the management and delivery of health care services, the accessibility of services in the community where the hospital is located and the quality of care and treatment of patients.
- K. Project Co recognizes and understands that the Hospitals are public hospitals under the *Public Hospitals Act* (Ontario) and are, therefore, subject to a highly regulated legal and operational environment.
- L. With a view to ensuring that both Parties are able to properly and effectively discharge their respective duties, functions and responsibilities under Applicable Law, it is the intent that NBGH and Project Co work collaboratively, responsibly and cooperatively throughout the Project Term.
- M. In accordance with the Development and Co-Ownership Agreement, NBGH's payment and performance obligations under this Project Agreement will be supported by NEMHC as to its several share of such obligations.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

- (a) This Project Agreement shall be interpreted in accordance with Schedule 1 - Definitions and Interpretation.
- (b) This Project Agreement is comprised of this executed agreement and the following documents, all of which are hereby incorporated by reference into and form part of this Project Agreement:

Schedule No.	Description
Schedule 1	Definitions and Interpretation
Schedule 2	Completion Documents
Schedule 3	Plenary Party Information
Schedule 4	Lenders' Direct Agreement
Schedule 5	Direct Agreements
Schedule 6	Independent Certifier Agreement
Schedule 7	Custody Agreement
Schedule 8	Early Services Term Sheet
Schedule 9	Key Individuals
Schedule 10	Review Procedure
Schedule 11	Construction Quality Plan Outline
Schedule 12	Service Quality Plan Outline
Schedule 13	Project Co Proposal Extracts
Schedule 14	Outline Commissioning Program
Schedule 15	Output Specifications
Schedule 16	Title Encumbrances
Schedule 17	Employee Transition
Schedule 18	Communications Protocol
Schedule 19	Heritage Guidelines and Protocols
Schedule 20	Payment Mechanism
Schedule 21	Equipment List
Schedule 22	Variation Procedure
Schedule 23	Compensation on Termination
Schedule 24	Expiry Transition Procedure
Schedule 25	Insurance and Performance Security Requirements
Schedule 26	Record Provisions
Schedule 27	Dispute Resolution Procedure
Schedule 28	Refinancing
Schedule 29	Standby Letter of Credit
Schedule 30	Financial Model Extracts
Schedule 31	Existing Design
Schedule 32	Risk Assessment Guidelines
Schedule 33	Insurance Trust Agreement

- (c) The documents comprising this Project Agreement are complementary and what is called for by any one of them shall be interpreted as if called for by all, except in the event of conflict, in which case Section 1.2 shall apply.
- (d) Except for those parts of Project Co's proposal which are incorporated by reference into this Project Agreement by the Project Co Proposal Extracts, the Request for Proposals and Project Co's proposal are superseded entirely by this Project Agreement and rendered null and void, and shall not be relied upon or used by Project Co, NBGH or anyone else (including anyone pursuant to Schedule 27 - Dispute Resolution Procedure or any arbitral body or any court) in any way to interpret or qualify the scope of the Project Operations, any obligations or liabilities of Project Co, or anything else contained in this Project Agreement.
- (e) Unless it is specifically provided that a consent, approval or satisfaction is in the sole discretion of NBGH, no consent, approval or satisfaction of NBGH or the NBGH Representative shall be unreasonably withheld or delayed.

1.2 Conflict of Terms

- (a) In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Project Agreement, the provisions shall govern in the following order of precedence with each taking precedence over those listed subsequently:
 - (i) the provisions of amendments in writing to this Project Agreement signed by the Parties and Variation Confirmations shall govern and take precedence only over those specific provisions of this Project Agreement expressly amended thereby;
 - (ii) any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
 - (iii) the body of this Project Agreement;
 - (iv) Schedule 1 Definitions and Interpretation;
 - (v) Schedule 27 Dispute Resolution Procedure;
 - (vi) Schedule 20 Payment Mechanism;
 - (vii) Schedule 15 Output Specifications;
 - (viii) Schedule 25 Insurance and Performance Security Requirements;
 - (ix) Schedule 22 Variation Procedure;
 - (x) Schedule 11 Construction Quality Plan Outline;
 - (xi) Schedule 28 Refinancing;

- (xii) Schedule 23 Compensation on Termination;
 - (xiii) Schedule 26 Record Provisions;
 - (xiv) Schedule 24 Expiry Transition Procedure;
 - (xv) Schedule 31 Existing Design;
 - (xvi) the other Schedules in the order in which they are listed in Section 1.1(b); and
 - (xvii) Schedule 13 Project Co Proposal Extracts.
- (b) If the ambiguity, conflict or inconsistency is between a provision of general application and a provision that applies only to a specific part of the Project Operations, the provision that applies to the specific part of the Project Operations shall govern for that specific part of the Project Operations.
- (c) If any ambiguity, conflict or inconsistency is not readily resolved by the foregoing provisions of this Section 1.2, then Project Co or NBGH, upon discovery of same, shall immediately give notice to the NBGH Representative. The NBGH Representative shall, within 10 Business Days after such notice, make a determination of which provision governs and give notice of such determination, in writing, to Project Co.
- (d) NBGH and Project Co shall comply with the determination of the NBGH Representative pursuant to this Section 1.2 unless NBGH or Project Co disputes the decision of the NBGH Representative in which event such Dispute may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

1.3 Conflict of Documents

- (a) In the event of any ambiguity, conflict or inconsistency between the provisions of this Project Agreement and the Lenders' Direct Agreement, the provisions of the Lenders' Direct Agreement shall prevail and govern to the extent of such ambiguity, conflict or inconsistency.

2. COMMERCIAL CLOSE AND FINANCIAL CLOSE

2.1 Effective Date

- (a) The provisions of Sections 1 to 11, 13, 15 to 24, 28, 29, 34, 36 to 38 and 50 to 61, and Schedules 1 to 3, 8, 9 to 11, 13, 16 to 19, 21, 22, 25 to 27, 29, 31 and 32 will come into effect on the date of this Project Agreement. All other provisions of this Project Agreement will come into effect only on Financial Close. The provisions of this Project Agreement will terminate on the Termination Date.

2.2 Standby Letter of Credit

- (a) On the date of this Project Agreement, Project Co shall deliver, or cause to be delivered, to NBGH an irrevocable standby letter of credit (the "**Standby Letter of Credit**") in the amount of \$[REDACTED] substantially in the form of Schedule 29 - Standby Letter of Credit.
- (b) Unless the Standby Letter of Credit is drawn by NBGH in accordance with the provisions of this Project Agreement, NBGH shall release and deliver the Standby Letter of Credit to Project Co on Financial Close.
- (c) Project Co shall ensure that the Standby Letter of Credit (and any replacement therefor) is renewed prior to its expiry date if, as at such date, Financial Close will not, or may reasonably be expected not to, have occurred.

2.3 Financial Close

- (a) No later than 30 days prior to the Financial Close Target Date, Project Co will deliver to NBGH drafts of all documents referred to in Section 1 of Schedule 2 - Completion Documents.
- (b) On or before the Financial Close Target Date:
 - (i) Project Co shall deliver to NBGH the documents referred to in Section 1 of Schedule 2 - Completion Documents; and
 - (ii) NBGH shall deliver to Project Co the documents referred to in Section 2 of Schedule 2 - Completion Documents.
- (c) If Project Co fails to deliver to NBGH any of the documents referred to in Section 1 of Schedule 2 - Completion Documents by the Financial Close Target Date (other than as a direct result of a breach by NBGH of its obligations under Section 2.3(b)(ii)) and NBGH does not waive such requirement, NBGH will be entitled to draw the full amount of the Standby Letter of Credit and will terminate this Project Agreement in its entirety by written notice having immediate effect. The Parties agree that such liquidated damages are not a penalty but represent a genuine and reasonable pre-estimate of the damages that NBGH will suffer as a result of the happening of the specified event and would be difficult or impossible to quantify upon the happening of the specified event. Such payment shall constitute full and final settlement of any and all damages that may be claimed by NBGH as a result of Project Co not achieving Financial Close. The Parties agree that such liquidated damages shall be payable whether or not NBGH incurs or mitigates its damages, and that NBGH shall not have any obligation to mitigate any such damages.
- (d) If NBGH fails to deliver to Project Co any of the documents referred to in Section 2 of Schedule 2 - Completion Documents by the Financial Close Target Date (other than as a direct result of a breach by Project Co of its obligations under Section 2.3(b)(i)) and Project Co does not waive such requirement, Project Co will be entitled to the return of

the Standby Letter of Credit and to terminate this Project Agreement in its entirety by written notice having immediate effect.

2.4 Disruption in Financial Markets

- (a) If Financial Close cannot be achieved by the Financial Close Target Date by reason solely of a Severe Market Disruption, the Financial Close Target Date will be extended until the date falling 10 Business Days (or such other period as the Parties agree, acting reasonably) after the date on which such Severe Market Disruption ceases.

3. SCOPE OF AGREEMENT

3.1 Scope of Agreement

- (a) Project Co shall undertake the Project and perform the Project Operations in accordance with and subject to the provisions of this Project Agreement.
- (b) Project Co shall exercise its rights and perform its obligations at its own cost and risk without recourse to NBGH, except as otherwise provided in this Project Agreement. Project Co shall not have recourse to PIR, Infrastructure Ontario, MOHLTC or the Province with respect to the subject matter of this Project Agreement.

3.2 Intentionally Deleted

3.3 Early Services Agreement

- (a) NBGH and Project Co agree to negotiate in good faith to conclude, within 90 days after the date of this Project Agreement, an early services agreement (the "**Early Services Agreement**") which reflects the terms and conditions set out in Schedule 8 - Early Services Term Sheet.

4. BUSINESS OPPORTUNITIES

4.1 Business Opportunities

- (a) Project Co acknowledges that NBGH reserves the right to all commercial and other opportunities (including, for greater certainty, all retail and parking operations) in the Facility and at the Site ("**Business Opportunities**"). To encourage the development of Business Opportunities, Project Co may from time to time propose Business Opportunities for NBGH's consideration. All such proposals shall describe the Business Opportunity in full with the expected financial and other advantages to both Parties. NBGH may accept any such proposal in its sole discretion and subject to such terms and conditions as NBGH may require.
- (b) In determining whether to accept any proposal in respect of a Business Opportunity, NBGH shall consult with and take into account the views of MOHLTC and shall, if so required by MOHLTC, submit the relevant proposal to MOHLTC for consideration.

5. REPRESENTATIONS AND WARRANTIES

5.1 Project Co Representations and Warranties

- (a) Project Co represents and warrants to NBGH that as of the date of this Project Agreement:
- (i) Project Co is a **[REDACTED]** formed and validly existing under the laws of the Province of Ontario, and has all the requisite corporate power and authority to own its properties and assets, to carry on its business as it is currently being conducted, and to enter into this Project Agreement and to perform its obligations hereunder;
 - (ii) **[REDACTED]**;
 - (iii) **[REDACTED]**;
 - (iv) Project Co and the Project Co Parties, collectively, have extensive experience and are knowledgeable in the design, construction and building management of hospital facilities and have the required ability, experience, skills and capacity to review the Existing Design and to perform the Project Operations in a timely and professional manner as set out in this Project Agreement;
 - (v) Project Co has the requisite power, authority and capacity to execute and deliver and perform this Project Agreement, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Project Agreement to be done, executed, delivered or performed;
 - (vi) Project Co has obtained all necessary Project Co Permits, Licences and Approvals required to commence the Project Operations;
 - (vii) no steps or proceedings have been taken or are pending to supersede or amend its constating documents, articles or by-laws in a manner that would impair or limit its ability to perform its obligations under this Project Agreement;
 - (viii) this Project Agreement has been duly authorized, executed, and delivered by each of Project Co, **[REDACTED]** and constitutes a legal, valid, and binding obligation of each of Project Co, **[REDACTED]** enforceable against each of Project Co, **[REDACTED]** in accordance with its terms, subject only to:
 - (A) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and

- (B) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
- (ix) the execution, delivery, and performance by each of Project Co, [REDACTED] of this Project Agreement does not and will not violate or conflict with, or constitute a default under:
 - (A) its constating or organizational documents;
 - (B) any Applicable Law; or
 - (C) any covenant, contract, agreement, or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;
- (x) no Project Co Event of Default has occurred and is continuing;
- (xi) all of the information regarding the Plenary Parties set out in Schedule 3 - Plenary Party Information is true and correct in all material respects;
- (xii) there are no actions, suits, proceedings, or investigations pending or threatened against any of Project Co, [REDACTED] or, to Project Co's knowledge, any Project Co Party at law or in equity before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any material adverse effect on the business, properties, or assets or the condition, financial or otherwise, of any of Project Co, [REDACTED] or in any impairment of its or their ability to perform its obligations under this Project Agreement, and Project Co has no knowledge of any violation or default with respect to any order, writ, injunction, or decree of any Governmental Authority or arbitral body that could result in any such material adverse effect or impairment;
- (xiii) Project Co has carefully reviewed the whole of this Project Agreement, including all of the Technical Requirements, and all other documents made available to Project Co by or on behalf of NBGH, and, to Project Co's knowledge, nothing contained herein or therein inhibits or prevents Project Co from completing the Facility and performing the Project Operations in accordance with this Project Agreement in a good and safe manner so that it achieves and satisfies the requirements of this Project Agreement;
- (xiv) each of Project Co, [REDACTED] is able to meet its obligations as they generally become due;
- (xv) Project Co is registered under Division V of Part IX of the *Excise Tax Act* (Canada); and
- (xvi) the Scheduled Substantial Completion Date is a realistic date and is achievable by Project Co performing the Works in accordance with this Project Agreement.

5.2 NBGH Representations and Warranties

- (a) NBGH represents and warrants to Project Co that as of the date of this Project Agreement:
- (i) NBGH is a non-share capital corporation incorporated and validly existing under the laws of the Province of Ontario, is in good standing with the Ministry of Government Services of Ontario with respect to the filing of annual reports, and has all the requisite corporate power and authority to own its properties and assets, to carry on its business as it is currently being conducted, and to enter into this Project Agreement and to perform its obligations hereunder;
 - (ii) NBGH has the requisite power, authority and capacity to execute and deliver and perform this Project Agreement, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Project Agreement to be done, executed, delivered or performed;
 - (iii) NBGH has obtained all necessary NBGH Permits, Licences and Approvals required to execute and deliver this Project Agreement and to allow for the commencement of the Project Operations;
 - (iv) no steps or proceedings have been taken or are pending to supersede or amend its constating documents, letters patent or by-laws in a manner that would impair or limit its ability to perform its obligations under this Project Agreement;
 - (v) this Project Agreement has been duly authorized, executed, and delivered by NBGH and constitutes a legal, valid, and binding obligation of NBGH, enforceable against NBGH in accordance with its terms, subject only to:
 - (A) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally; and
 - (B) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments;
 - (vi) the execution, delivery, and performance by NBGH of this Project Agreement does not and will not violate or conflict with, or constitute a default under:
 - (A) its constating or organizational documents;
 - (B) any Applicable Law; or
 - (C) any covenant, contract, agreement, or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

- (vii) no NBGH Event of Default has occurred and is continuing;
- (viii) there are no actions, suits, proceedings, or investigations pending or threatened against NBGH or, to NBGH's knowledge, any NBGH Party at law or in equity before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any material adverse effect on the business, properties, or assets or the condition, financial or otherwise, of NBGH or in any impairment of its ability to perform its obligations under this Project Agreement, and NBGH has no knowledge of any violation or default with respect to any order, writ, injunction, or decree of any Governmental Authority or arbitral body that could result in any such material adverse effect or impairment;
- (ix) NBGH is able to meet its obligations as they generally become due;
- (x) NBGH has rights of use and access to, on and over the Site and the Facility that are sufficient to enable NBGH to grant to Project Co the licence rights contemplated in Section 14.1;
- (xi) NBGH and NEMHC are the registered owners of and have good title in fee simple to the Site, subject only to the Title Encumbrances; and
- (xii) the contemplated uses of the Facility are permitted by the existing official plan, zoning and other land use restrictions.

6. BACKGROUND INFORMATION

6.1 No Liability

- (a) Except as expressly provided in Sections 6.4, 16.2 and 16.3, NBGH shall not be liable to Project Co for, and Project Co shall not seek to recover from NBGH or any NBGH Party, any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from the adoption, use or application of the Background Information by, or on behalf of, Project Co or any Project Co Party.

6.2 No Warranty

- (a) Except as expressly provided in Sections 6.4, 16.2 and 16.3:
 - (i) NBGH gives no warranty or undertaking of whatever nature in respect of the Background Information and, specifically (but without limitation), NBGH does not warrant that the Background Information represents all of the information in its possession or power (either during the conduct of the procurement process for the Project or at the time of execution and delivery of this Project Agreement) relevant or material to or in connection with the Project or the obligations of Project Co under this Project Agreement or under any of the Project Documents; and

- (ii) NBGH shall not be liable to Project Co in respect of any failure, whether before, on or after the execution and delivery of this Project Agreement:
 - (A) to disclose or make available to Project Co any information, documents or data;
 - (B) to review or update the Background Information; or
 - (C) to inform Project Co of any inaccuracy, error, omission, defect or inadequacy in the Background Information.

6.3 No Claims

- (a) Project Co acknowledges and confirms that:
 - (i) it has conducted its own analysis and review of the Background Information and has, before the execution and delivery of this Project Agreement, satisfied itself as to the accuracy, completeness and fitness for purpose of any such Background Information upon which it places reliance;
 - (ii) it has conducted its own analysis and review of the Existing Design and, subject to Section 18.4(c), has provided an adequate contingency (the "**Project Co Design Contingency**") in respect of any errors, omissions, conflicts, interferences or gaps in the Existing Design that were discovered or may be discovered after the date of this Project Agreement and for which it is responsible pursuant to Sections 18.4(a) and 18.4(b); and
 - (iii) except as expressly provided in Sections 6.4, 16.2, 16.3 and 18.6, it shall not be entitled to and shall not, and shall ensure that no Project Co Party shall, make any claim against NBGH or any NBGH Party (whether in contract, tort or otherwise), including, without limitation, any claim in damages, for extensions of time or for additional payments under this Project Agreement on the grounds:
 - (A) of any misunderstanding or misapprehension in respect of the Background Information; or
 - (B) that the Background Information was incorrect or insufficient,nor shall Project Co be relieved from any of its obligations under this Project Agreement on any such ground.

6.4 Technical Reports

- (a) NBGH agrees that, if at the date of this Project Agreement, except as disclosed in any Background Information or as otherwise disclosed by NBGH or any NBGH Party or known by Project Co or any Project Co Party, any of the information in the Technical Reports is, to the actual knowledge of NBGH, incorrect or there is relevant information in the possession or control of NBGH that would make any of the information in the

Technical Reports incorrect, then, to the extent that such incorrect information materially adversely interferes with Project Co's ability to perform the Project Operations or materially adversely affects Project Co's cost of performing the Project Operations, such incorrect information shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation.

- (b) For purposes of Section 6.4(a), "to the actual knowledge of NBGH" means to the actual knowledge of the president and chief executive officer of NBGH, the president and chief executive officer of NEMHC or the Project Manager.

7. PROJECT DOCUMENTS

7.1 Project Documents

- (a) Project Co shall perform its obligations under, and observe all of the provisions of, each of the Project Documents to which it is a party, and shall ensure that each Project Co Party shall perform its obligations under, and observe all of the provisions of, each of the Project Documents to which such Project Co Party is a party, so as to ensure that other parties to such Project Documents shall not be entitled to terminate same.

7.2 Ancillary Documents

- (a) Project Co shall not:
- (i) terminate or agree to the termination of all or part of any Ancillary Document, except pursuant to Sections 31.3, 44.5, 58.3 and 59.3 or otherwise to prevent or cure a Project Co Event of Default (provided that commercially reasonable alternative measures would not prevent or cure such Project Co Event of Default);
 - (ii) make or agree to any amendment, restatement or other modification of any Ancillary Document that materially adversely affects Project Co's ability to perform its obligations under this Project Agreement or that has the effect of increasing any liability of NBGH, whether actual or potential;
 - (iii) breach its obligations (or waive or allow to lapse any rights it may have) or permit others to breach their obligations (or waive or allow to lapse any rights they may have) under any Ancillary Document, that materially adversely affect Project Co's ability to perform its obligations under this Project Agreement or that have the effect of increasing any liability of NBGH, whether actual or potential; or
 - (iv) enter into, or permit the entry into by any other person of, any agreement replacing all or part of any Ancillary Document, except in the circumstances referenced in Section 7.2(a)(i),

without the prior written consent of NBGH, not to be unreasonably withheld or delayed, provided that, where consent is requested pursuant to Section 7.2(a)(i) or 7.2(a)(iv), such consent shall not be withheld, and shall be provided within a reasonable time, where the relevant matter referred to in Section 7.2(a)(i) or 7.2(a)(iv) will not materially adversely

affect Project Co's ability to perform its obligations under this Project Agreement or have the effect of increasing any liability of NBGH, whether actual or potential. In the event of termination or agreement to the termination of all or part of any Ancillary Document as described in Section 7.2(a)(i) or any agreement replacing all or part of any Ancillary Document as described in Section 7.2(a)(iv), Project Co shall, to the extent applicable, comply with all provisions herein applicable to changes in Subcontractors, including Section 58.3.

7.3 Changes to Lending Agreements and Refinancing

- (a) Subject to the terms of the Lenders' Direct Agreement, Project Co shall not terminate, amend or otherwise modify the Lending Agreements, or waive or exercise any of its rights under the Lending Agreements, if, at the time such action is contemplated and effected, it would materially adversely affect Project Co's ability to perform its obligations under this Project Agreement or the Project Documents or have the effect of increasing any liability of NBGH, whether actual or potential, unless:
 - (i) such action is a Permitted Borrowing; or
 - (ii) such action is a Refinancing effected in accordance with the provisions of Schedule 28 - Refinancing.

7.4 Compliance with Lending Principles

- (a) Project Co shall keep the Lending Agreements in good standing to the extent necessary to perform its obligations under this Project Agreement and the Project Documents, and shall ensure that none of the terms and conditions of the Lending Agreements shall prevent Project Co from performing its obligations under this Project Agreement or the Project Documents.

8. NBGH RESPONSIBILITIES

8.1 General

- (a) NBGH shall, at its own cost and risk:
 - (i) perform all of its obligations under, and observe all provisions of, this Project Agreement in compliance with Applicable Law;
 - (ii) comply with all Permits, Licences and Approvals in accordance with their terms;
 - (iii) cooperate with Project Co in the fulfillment of the purposes and intent of this Project Agreement, provided, however, that NBGH shall not be under any obligation to perform any of Project Co's obligations under this Project Agreement;

- (iv) perform or cause to be performed the Hospital FM Services in accordance with Good Industry Practice and the performance standards to be established by the Facilities Management Committee pursuant to this Project Agreement; and
 - (v) perform all of its obligations under, and observe all provisions of, the Development and Co-Ownership Agreement and the NBGH Development Accountability Agreement.
- (b) During the Operational Term, NBGH shall use or permit the use of the Facility for the predominant purpose of the Hospital Services, or any other healthcare related purpose, and for ancillary uses compatible with the foregoing.
 - (c) NBGH shall, and shall cause all NBGH Parties to, take reasonable steps to minimize undue interference with the provision of the Project Operations by Project Co or any Project Co Party.
 - (d) Nothing in this Project Agreement shall in any way fetter the right, authority and discretion of NBGH in fulfilling its statutory or other functions under Applicable Law, and Project Co understands and agrees that nothing in this Project Agreement shall preclude NBGH's board of directors from performing, discharging or exercising its duties, responsibilities and powers under Applicable Law. Project Co further agrees that it shall comply, and shall cause all relevant Project Co Parties to comply, with all written directions issued by or on behalf of NBGH's board of directors from time to time.

9. PROJECT CO RESPONSIBILITIES

9.1 Other Business

- (a) Project Co shall not engage in any activities which are not specifically related to, required by and conducted for the purpose of the Project without the prior written consent of NBGH, in its sole discretion.

9.2 General

- (a) Project Co shall, at its own cost and risk:
 - (i) perform all Project Operations:
 - (A) in compliance with Applicable Law;
 - (B) in compliance with all Permits, Licences and Approvals and so as to preserve the existence and continued effectiveness of any such Permits, Licences and Approvals;
 - (C) in accordance with the Technical Requirements;
 - (D) in accordance with Good Industry Practice;

- (E) in a manner consistent with the Quality Plans and the Project Co Proposal Extracts;
 - (F) in a timely and professional manner;
 - (G) with due regard to the health and safety of persons and property;
 - (H) subject to the other provisions of this Project Agreement, in a manner which will not impair the ability of NBGH and the NBGH Parties to comply with Applicable Law;
 - (I) subject to the other provisions of this Project Agreement, in a manner which will not impair the performance of the Hospital Services; and
 - (J) in accordance with all other terms of this Project Agreement; and
- (ii) cooperate with NBGH in the fulfillment of the purposes and intent of this Project Agreement, provided however that Project Co shall not be under any obligation to perform any of NBGH's obligations under this Project Agreement.

9.3 Project Co Parties

- (a) Project Co shall not be relieved of any liability or obligation under this Project Agreement by the appointment of any Project Co Party, and Project Co shall cause each Project Co Party, to the extent such Project Co Party performs, or is specified hereunder to perform, the Project Operations, to comply with the obligations of Project Co to NBGH in the same manner and to the same extent as Project Co.

9.4 Permits, Licences and Approvals

- (a) Subject to Section 17.1, Project Co shall, at its own cost and risk:
- (i) obtain, maintain, and, as applicable, renew all Project Co Permits, Licences and Approvals which may be required for the performance of the Project Operations; and
 - (ii) comply with all Permits, Licences and Approvals in accordance with their terms.
- (b) Where Project Co Permits, Licences and Approvals have requirements that may impose any conditions, liabilities or obligations on NBGH or any NBGH Party, Project Co shall not obtain such Project Co Permits, Licences and Approvals without the prior written consent of NBGH, not to be unreasonably withheld or delayed, provided that NBGH shall not be responsible for obtaining or for the failure of Project Co to obtain any Project Co Permit, Licence or Approval. NBGH shall comply, or shall require compliance, with any conditions, liabilities or obligations as are imposed on NBGH or any NBGH Party by the requirements of any Project Co Permit, Licence or Approval obtained with NBGH's consent.

- (c) NBGH shall provide Project Co with such information and administrative assistance as Project Co may reasonably require in relation to the Project Co Permits, Licences and Approvals.

9.5 Safety During the Works Phase

- (a) From Financial Close until the Final Completion Date, Project Co shall:
- (i) comply with the Safety Plan;
 - (ii) keep the Site, the Works and the Facility in a safe and orderly state, as appropriate in accordance with Good Industry Practice, to avoid danger to persons on the Site, in the Facility and in the immediate vicinity of the Site;
 - (iii) take such measures as are reasonable in accordance with Good Industry Practice to prevent access to the Site and the Facility of any persons or creatures not entitled to be there;
 - (iv) comply with all Applicable Law relating to health and safety, including without limitation the *Occupational Health and Safety Act* (Ontario) and all regulations thereto;
 - (v) perform, or cause a Project Co Party to perform, all of the obligations of the "constructor", and indemnify NBGH against any and all of the liabilities of the "constructor", under the *Occupational Health and Safety Act* (Ontario) and all regulations thereto; and
 - (vi) provide NBGH with a certificate of good standing from the Ontario Workplace Safety and Insurance Board or any successor thereto once every 90 days.

10. REPRESENTATIVES

10.1 The NBGH Representative

- (a) The NBGH Representative shall exercise the functions and powers identified in this Project Agreement as functions or powers to be performed by the NBGH Representative and such other functions and powers of NBGH under this Project Agreement as NBGH may notify Project Co from time to time.
- (b) NBGH may, from time to time by written notice to Project Co, change the NBGH Representative. Such change shall have effect on the later of the date of delivery of such notice and the date specified in such notice.
- (c) During any period when no NBGH Representative has been appointed, or when the NBGH Representative is unable, through illness, incapacity or any other reason whatsoever, to perform the NBGH Representative's functions under this Project Agreement, NBGH shall perform or may, by written notice to Project Co, promptly appoint an alternative NBGH Representative to perform the functions which would

otherwise be performed by the NBGH Representative. Upon receipt of such written notice, Project Co and the Project Co Representative shall be entitled to treat any act of such alternative NBGH Representative which is permitted by this Project Agreement as being authorized by NBGH, and Project Co and the Project Co Representative shall not be required to determine whether authority has in fact been given.

- (d) The NBGH Representative shall not, except as otherwise provided in this Project Agreement, be entitled to modify or waive any provision of this Project Agreement or to authorize a Variation.
- (e) Subject to the limitations set out in Sections 10.1(a) and 10.1(d), unless otherwise notified in writing, Project Co and the Project Co Representative shall be entitled to treat any act of the NBGH Representative which is authorized by this Project Agreement as being authorized by NBGH, and Project Co and the Project Co Representative shall not be required to determine whether authority has in fact been given.

10.2 The Project Co Representative

- (a) Subject to the limitations set out in Section 10.2(d), the Project Co Representative shall have full authority to act on behalf of Project Co for all purposes of this Project Agreement.
- (b) Project Co may change the Project Co Representative with the prior written consent of NBGH, not to be unreasonably withheld or delayed.
- (c) During any period when the Project Co Representative is unable, through illness, incapacity or any other reason whatsoever, to perform the Project Co Representative's functions under this Project Agreement, Project Co shall perform or may, by written notice to NBGH, promptly appoint an alternative Project Co Representative to perform the functions which would otherwise be performed by the Project Co Representative. Upon receipt of such written notice, NBGH and the NBGH Representative shall be entitled to treat any act of such alternative Project Co Representative which is permitted by this Project Agreement as being authorized by Project Co, and NBGH and the NBGH Representative shall not be required to determine whether authority has in fact been given.
- (d) The Project Co Representative shall not, except as otherwise provided in this Project Agreement, be entitled to modify or waive any provision of this Project Agreement.
- (e) Subject to the limitations set out in Section 10.2(d), unless otherwise notified in writing, NBGH and the NBGH Representative shall be entitled to treat any act of the Project Co Representative which is authorized by this Project Agreement as being authorized by Project Co, and NBGH and the NBGH Representative shall not be required to determine whether authority has in fact been given.

10.3 Communications to Representatives

- (a) At the time that a Party appoints or changes the appointment of the NBGH Representative or the Project Co Representative, as applicable, that Party shall also provide the other Party with contact information for delivery of communications to such representative. Communications to such representative shall not constitute notices to the Party appointing such representative.

10.4 Key Individuals

- (a) The individuals who are critical to the performance of the Works are identified in Schedule 9 - Key Works Individuals. Project Co shall use commercially reasonable efforts to ensure that such persons remain involved in the Works in the capacity set out in Schedule 9 and, in particular, will not, for the duration of the Works, require or request any such person to be involved in any other project on behalf of Project Co or any Project Co Party if, in the reasonable opinion of NBGH, such involvement would have a material adverse effect on the Works.
- (b) The individuals who are critical to the performance of the Project Co Services will be identified in Schedule 9 - Key Services Individuals not less than 180 days prior to the Scheduled Substantial Completion Date. Project Co shall use commercially reasonable efforts to ensure that such persons remain involved in the Project Co Services in the capacity set out in Schedule 9 and, in particular, will not, for the duration of the Project Co Services, require or request any such person to be involved in any other project on behalf of Project Co or any Project Co Party if, in the reasonable opinion of NBGH, such involvement would have a material adverse effect on the Project Co Services.

11. WORKS COMMITTEE

11.1 Establishment

- (a) The Parties shall, within 30 days after the date of this Project Agreement, establish a committee (the "**Works Committee**") consisting of:
- (i) 1 representative appointed by Infrastructure Ontario from time to time;
 - (ii) the following 3 representatives appointed by NBGH:
 - (A) the NBGH Representative;
 - (B) 1 representative nominated by NBGH from time to time; and
 - (C) 1 representative nominated by NEMHC from time to time.
 - (iii) the following 3 representatives appointed by Project Co:
 - (A) the Project Co Representative;

- (B) 1 representative of the Construction Contractor; and
 - (C) such other representative appointed by Project Co from time to time.
- (b) The Independent Certifier, the Architect of Record and the Project Manager shall be entitled to, but not required to, attend meetings as non-voting members of the Works Committee. Members of the Works Committee may arrange for such advisors and consultants as they require from time to time to attend meetings and provide briefings to the Works Committee.
- (c) The NBGH Representative shall be the chairperson of the Works Committee.

11.2 Function and Role

- (a) The Works Committee shall assist the Parties by promoting cooperative and effective communication with respect to matters related to the Works. The Works Committee shall interface with the Facilities Management Committee as and when required, and shall form the Equipment Subcommittee to receive and review all matters related to the Equipment.
- (b) The Works Committee shall be responsible for receiving and reviewing all matters related to the Works, including:
- (i) any design, construction and commissioning issues, including Project Co M&E Design Issues;
 - (ii) the identification and resolution of Project Co Design Issues pursuant to Section 18.5;
 - (iii) the Works Schedule;
 - (iv) any issues arising from reports or documents provided by Project Co or the Independent Certifier;
 - (v) any quality assurance and safety issues;
 - (vi) the Works Reports;
 - (vii) the recommendations of the Equipment Subcommittee;
 - (viii) any special matters referred to the Works Committee by NBGH, any NBGH Party, Project Co or any Project Co Party;
 - (ix) any community and media relations issues in accordance with Schedule 18 - Communications Protocol; and
 - (x) any other issues pertaining to the Works.

- (c) Subject to Section 11.2(d), any unanimous decision of the Works Committee shall be final and binding on the Parties. If the Works Committee is unable to reach a unanimous decision, either Party may, subject to Section 19, refer the matter for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.
- (d) The Works Committee shall not have authority to make decisions with respect to or approve:
 - (i) any amendment to or waiver of any provision of this Project Agreement;
 - (ii) any change to a major milestone date set out in the Works Schedule, the Scheduled Substantial Completion Date or the Scheduled Final Completion Date;
 - (iii) any Variation;
 - (iv) any change that may materially adversely affect Project Co's ability to achieve Substantial Completion by the Scheduled Substantial Completion Date or Final Completion by the Scheduled Final Completion Date; or
 - (v) any matter with respect to which NBGH has a right of consent pursuant to this Project Agreement.

11.3 Term of Works Committee

- (a) Unless otherwise agreed, the Works Committee shall operate only until the date that is 24 months following the Substantial Completion Date.

11.4 Replacement of Committee Members

- (a) Infrastructure Ontario and NBGH shall be entitled to replace any of their respective representatives on the Works Committee by written notice to Project Co. NBGH will use commercially reasonable efforts to deliver prior written notice of any such replacement to Project Co. Project Co may replace any of its representatives on the Works Committee with the prior written consent of NBGH, not to be unreasonably withheld or delayed.

11.5 Procedures and Practices

- (a) The members of the Works Committee may:
 - (i) adopt such procedures and practices for the conduct of the activities of the Works Committee as they consider appropriate from time to time;
 - (ii) invite to any meeting of the Works Committee such other persons as the members of the Works Committee may agree;
 - (iii) exclude from any meeting of the Works Committee such persons as the members of the Works Committee may agree; and

- (iv) receive and review reports from any person or organization agreed to by the members of the Works Committee.
- (b) Once established, the Works Committee shall meet at least once each month from the date of this Project Agreement until the Final Completion Date, unless otherwise agreed by the members of the Works Committee or the Parties.
- (c) Either the Project Co Representative or the NBGH Representative may convene a special meeting of the Works Committee at any time. Special meetings of the Works Committee may be convened on not less than 5 Business Days notice to all members of the Works Committee identifying the agenda items to be discussed at the special meeting, provided that, in an Emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (d) Unless otherwise agreed by the members of the Works Committee, the Works Committee shall meet at the Site, the Facility or another location in North Bay, Ontario. Meetings of the Works Committee may be held by means of such telephonic, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A person participating in a meeting by such means will be deemed to be present at such meeting.
- (e) 2 representatives of NBGH (one of whom shall be the NBGH Representative), 2 representatives of Project Co (one of whom shall be the Project Co Representative) and the representative of Infrastructure Ontario (or a delegate thereof) shall constitute a quorum at any meeting of the Works Committee. A quorum of members may exercise all the powers of the Works Committee. The members shall not transact business at a meeting of the Works Committee unless a quorum is present.
- (f) Minutes of all meetings, recommendations and decisions of the Works Committee, including those made by telephone or other form of communication, shall be recorded and maintained by NBGH. NBGH shall circulate copies of such minutes within 5 Business Days of the holding of the meeting or the making of the recommendation or decision. Unless Project Co notifies NBGH within 5 Business Days of receipt of the minutes that Project Co disagrees with the contents of the minutes, Project Co, NBGH and Infrastructure Ontario shall be deemed to have approved such minutes. NBGH shall maintain a complete set of all minutes of the meetings of the Works Committee and shall make such minutes available for inspection by Project Co during regular business hours.

11.6 Transition Working Group

- (a) The Parties shall, within 30 days after the date of this Project Agreement, establish a transition working group as a subcommittee of the Works Committee (the "**Transition Working Group**") consisting of 3 representatives of each Party, including the FM Services Manager identified in Schedule 9 - Key Individuals.
- (b) The Transition Working Group shall assist the Parties by promoting cooperative and effective communication with respect to all matters related to the transition process and

by providing a forum for regular consultation regarding and monitoring of the transition process.

- (c) The primary role of the Transition Working Group shall be:
 - (i) to coordinate the transition process in a timely and efficient manner;
 - (ii) to assist in the streamlining and coordination of all activities related to the transition process; and
 - (iii) to ensure that NBGH's transitional and operational expectations are clearly defined and communicated prior to the commencement of the Operational Term.
- (d) The Transition Working Group shall be responsible for receiving and reviewing all matters related to the transition process and shall make recommendations to the Works Committee, which the Works Committee may accept or reject in their sole discretion.
- (e) The members of the Transition Working Group may adopt such procedures and practices for the conduct of the activities of the Transition Working Group as they consider appropriate from time to time.

12. FACILITIES MANAGEMENT COMMITTEE

12.1 Establishment

- (a) The Parties shall, not less than the earlier of 6 months prior to the commencement of the Early Services and 18 months prior to the Scheduled Substantial Completion Date, establish a committee (the "**Facilities Management Committee**") consisting of:
 - (i) 3 senior representatives of NBGH, one of whom shall be the NBGH Representative, one of whom shall be nominated by NBGH from time to time and one of whom shall be nominated by NEMHC from time to time; and
 - (ii) 3 senior representatives of Project Co, one of whom shall be the Project Co Representative, appointed by Project Co from time to time.
- (b) Members of the Facilities Management Committee may arrange for such advisors and consultants as they require from time to time to attend meetings and provide briefings to the Facilities Management Committee.
- (c) The NBGH Representative shall be the chairperson of the Facilities Management Committee.

12.2 Function and Role

- (a) The Facilities Management Committee shall assist the Parties by promoting cooperative and effective communication with respect to matters related to the Project Operations, both prior to and during the Operational Term. The Facilities Management Committee

- shall interface with the Works Committee as and when required, and shall form the Utilities Management Subcommittee to receive and review all matters related to the Utilities Management Services.
- (b) The Facilities Management Committee shall be responsible for receiving and reviewing all matters related to the Project Operations (excluding the Works), both prior to and during the Operational Term, including:
- (i) the transition from the Existing Facilities to the Facility;
 - (ii) the provision of Early Services;
 - (iii) any joint review of the Project Co Services and the Output Specifications;
 - (iv) the recommendations of the Utilities Management Subcommittee;
 - (v) any changes to Service Quality Plans;
 - (vi) any performance issues;
 - (vii) the development and modification of performance standards for the Hospital FM Services, which performance standards shall be based on the Project Co Proposal Extracts and Good Industry Practice;
 - (viii) any interface issues between the Project Co Services and the Hospital FM Services;
 - (ix) any special matter referred to the Facilities Management Committee by NBGH, any NBGH Party, Project Co or any Project Co Party;
 - (x) any community and media relations issues in accordance with Schedule 18 - Communications Protocol; and
 - (xi) any other issues pertaining to the Project Operations (excluding the Works).
- (c) Subject to Section 12.2(d), any unanimous decision of the Facilities Management Committee shall be final and binding on the Parties. If the Facilities Management Committee is unable to reach a unanimous decision, either Party may refer the matter for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.
- (d) The Facilities Management Committee shall not have authority to make decisions with respect to or approve:
- (i) any amendment to or waiver of any provision of this Project Agreement;
 - (ii) any Variation;

- (iii) any change that may materially adversely affect Project Co's ability to perform the Project Co Services or the Hospitals' ability to perform the Hospital Services; or
- (iv) any matter with respect to which NBGH has a right of consent pursuant to this Project Agreement.

12.3 Replacement of Committee Members

- (a) NBGH shall be entitled to replace any of its representatives on the Facilities Management Committee by written notice to Project Co. NBGH will use commercially reasonable efforts to deliver prior written notice of any such replacement to Project Co. Project Co may replace any of its representatives on the Facilities Management Committee with the prior written consent of NBGH, not to be unreasonably withheld or delayed.

12.4 Procedures and Practices

- (a) The members of the Facilities Management Committee may:
 - (i) adopt such procedures and practices for the conduct of the activities of the Facilities Management Committee as they consider appropriate from time to time;
 - (ii) invite to any meeting of the Facilities Management Committee such other persons as the members of the Facilities Management Committee may agree;
 - (iii) exclude from any meeting of the Facilities Management Committee such persons as the members of the Facilities Management Committee may agree; and
 - (iv) receive and review reports from any person or organization agreed to by the members of the Facilities Management Committee.
- (b) Once established, the Facilities Management Committee shall meet at least once each month during the Operational Term, unless otherwise agreed by the members of the Works Committee or the Parties.
- (c) Either the Project Co Representative or the NBGH Representative may convene a special meeting of the Facilities Management Committee at any time. Special meetings of the Facilities Management Committee may be convened on not less than 5 Business Days notice to all members of the Facilities Management Committee identifying the agenda items to be discussed at the special meeting, provided that, in an Emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (d) Unless otherwise agreed by the members of the Facilities Management Committee, the Facilities Management Committee shall meet at the Facility or another location in North Bay, Ontario. Meetings of the Facilities Management Committee may be held by means of such telephonic, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and

instantaneously. A person participating in a meeting by such means will be deemed to be present at such meeting.

- (e) 2 representatives of NBGH (one of whom shall be the NBGH Representative) and 2 representatives of Project Co (one of whom shall be the Project Co Representative) shall constitute a quorum at any meeting of the Facilities Management Committee. A quorum of members may exercise all the powers of the Facilities Management Committee. The members shall not transact business at a meeting of the Facilities Management Committee unless a quorum is present.
- (f) Minutes of all meetings, recommendations and decisions of the Facilities Management Committee, including those made by telephone or other form of communication, shall be recorded and maintained by NBGH. NBGH shall circulate copies of such minutes within 5 Business Days of the holding of the meeting or the making of the recommendation or decision. Unless Project Co notifies NBGH within 5 Business Days of receipt of the minutes that Project Co disagrees with the contents of the minutes, Project Co and NBGH shall be deemed to have approved such minutes. NBGH shall maintain a complete set of all minutes of the meetings of the Facilities Management Committee and shall make such minutes available for inspection by Project Co during regular business hours.

13. QUALITY ASSURANCE

13.1 Quality Plans and Systems

- (a) Project Co shall cause all of the Project Operations to be the subject of quality management systems, which shall include the following:
 - (i) a Construction Quality Plan; and
 - (ii) a Service Quality Plan for each Project Co Service,(collectively, the "**Quality Plans**").
- (b) All Quality Plans shall be consistent with the requirements of the Technical Requirements, the Final Commissioning Program and the Canadian Council on Health Service Accreditation (such reference being applicable only to the Service Quality Plans), or any equivalent standard which is generally recognized as having replaced it, but Project Co shall not require accreditation with such standard.
- (c) The Construction Quality Plan shall, at a minimum, comply with the requirements of the outline of the Construction Quality Plan attached as Schedule 11 - Construction Quality Plan Outline. Project Co shall submit its proposed Construction Quality Plan to NBGH within 60 days after the date of this Project Agreement.
- (d) The Service Quality Plan for each Project Co Service shall, at a minimum, comply with the requirements of the outline of the Service Quality Plan attached as Schedule 12 - Service Quality Plan Outline. Project Co shall submit its proposed Service Quality Plan

for each Project Co Service to NBGH not less than 90 days prior to the Scheduled Substantial Completion Date.

- (e) All Quality Plans shall be subject to review by NBGH pursuant to Schedule 10 - Review Procedure, and Project Co shall not be entitled to implement or cause the implementation of any Quality Plan unless and until Project Co is entitled to proceed with such implementation pursuant to Schedule 10 - Review Procedure.
- (f) Project Co shall implement the Quality Plans, shall perform and cause to be performed the Project Operations in compliance with the Quality Plans, including by causing:
 - (i) the Construction Contractor to implement the Construction Quality Plan; and
 - (ii) the Service Provider to implement the Service Quality Plans.
- (g) Where any aspect of the Project Operations is performed by more than one Project Co Party, then this Section 13, in so far as relevant or appropriate to the activities to be performed by such Project Co Party, shall apply in respect of each of them and references in this Section 13 to such Project Co Party, including the Construction Contractor or the Service Provider, shall be construed accordingly.

13.2 Changes to Plans

- (a) Project Co shall submit to NBGH, in accordance with Schedule 10 - Review Procedure, any changes to any of the Quality Plans required to comply with Section 13.1, and shall amend such Quality Plans as required pursuant to Schedule 10 - Review Procedure.

13.3 Quality Manuals and Procedures

- (a) If any Quality Plan refers to, relies on or incorporates any quality manual or procedure, then such quality manual or procedure or the relevant parts of it shall be submitted to NBGH at the time that the relevant Quality Plan, or part thereof or change thereto, is submitted in accordance with Schedule 10 - Review Procedure, and the contents of such quality manual or procedure shall be taken into account in the consideration of the relevant Quality Plan, or part thereof or change thereto, in accordance with Schedule 10 - Review Procedure.

13.4 Quality Monitoring

- (a) Without limiting NBGH's other rights pursuant to this Project Agreement, including Sections 30 and 36, NBGH may, from time to time, directly or indirectly, perform periodic monitoring, spot checks and auditing of Project Co's quality management systems, including all relevant Quality Plans and any quality manuals and procedures. Project Co shall ensure that NBGH also has the right to perform periodic monitoring, spot checks and auditing of both the Construction Contractor's and the Service Provider's quality management systems.

- (b) Project Co shall cooperate, and shall cause the Construction Contractor and the Service Provider to cooperate, with NBGH in monitoring quality management systems and shall provide NBGH with all information and documentation reasonably required in connection with NBGH's rights under this Section 13.4.

14. LICENCE

14.1 Licence to Site

- (a) Effective from the date of Financial Close until the Termination Date, NBGH hereby grants, and shall continuously until the Termination Date grant, to Project Co and all Project Co Parties such non-exclusive licence rights of use and access to, on and over the Site and Facility as are required by Project Co and sufficient to allow Project Co to perform the Project Operations.
- (b) In consideration for the licence granted pursuant to Section 14.1(a), Project Co shall provide the Works subject to and in accordance with this Project Agreement.
- (c) Without derogating from any of NBGH's rights hereunder, in particular, its rights of access to the Site prior to the Substantial Completion Date for purposes of the Hospital Commissioning, NBGH acknowledges that, in respect of the Project Operations, Project Co and the Project Co Parties require, and NBGH shall provide, access to the Site without material interference by NBGH or any NBGH Party from the date of Financial Close until the Termination Date.
- (d) None of the rights granted pursuant to this Section 14.1 shall extend beyond the boundaries of the Site, or to any lands other than the Site, other than easements and similar interests of NBGH which benefit the Site, obtained after the date of this Project Agreement, to the extent the same are necessary for the Project Operations.
- (e) The licence provided in this Section 14.1 shall automatically terminate as of the Termination Date.

14.2 Non-exclusive Licence/Development of Site

- (a) Project Co acknowledges and agrees that the rights granted to Project Co and the Project Co Parties hereunder shall be non-exclusive and that NBGH and any person authorized by NBGH may occupy and possess the Site and Facility, including for the purposes of the Hospital Services. In exercising such rights Project Co shall not, and shall require that the Project Co Parties shall not, compromise patient care and safety and, except as permitted under this Project Agreement, disrupt the performance of the Hospital Services.
- (b) Without limiting Section 14.2(a), Project Co acknowledges that NBGH may from time to time use or develop (including by way of subdivision), or permit the use or development of, portions of the Site other than that portion of the Site contained within the building footprint of the Facility and those other portions of the Site necessary for the performance of the Project Operations. To the extent that such use or development materially adversely interferes with Project Co's licence rights hereunder or materially adversely

interferes with Project Co's ability to perform the Project Operations, such use or development shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation.

14.3 Limited Access Areas

- (a) For purposes related to the provision of Clinical Services or to patient safety, effective upon Substantial Completion of the Facility, NBGH may limit or restrict Project Co's access to designated portions of the Site or the Facility unless a person seeking access obtains the prior written consent of NBGH, which consent may be subject to such reasonable conditions as are imposed by NBGH.

14.4 Naming and Signage

- (a) Project Co acknowledges that NBGH reserves and retains (i) all rights to designate the name for the Facility and any part of the Facility; (ii) all rights to signage in relation to the Site and the Facility; and (iii) all rights, Trade-Marks, naming or branding regarding the Facility or any part of the Facility. It is agreed, however, that, with the prior written consent of NBGH, not to be unreasonably withheld or delayed and which may take into consideration any applicable governmental guidelines, Project Co and the Project Co Parties may, for the period prior to Substantial Completion, erect and maintain signage (which may include such parties' logos and trade names) identifying their respective roles in connection with the development and construction of the Project.

14.5 No Interest in Land

- (a) Project Co agrees that, in accordance with the principles of the IPFP Framework, it acquires no estate, right, title or ownership interest in the Site or the Facility or any other interest in land pursuant to this Project Agreement or otherwise.

14.6 Non-Disturbance Agreement

- (a) If NBGH mortgages, charges or otherwise encumbers the Site, NBGH shall notify Project Co and, at the request of Project Co, provide Project Co with an agreement, in form satisfactory to Project Co, acting reasonably, executed by the mortgagee of the Site permitting Project Co and the Lenders' Agent to access and use the Site under the licence granted pursuant to this Section 14 and the Lenders' Direct Agreement, respectively, free from interference from the mortgagee or any person claiming by or through the mortgagee. This Section 14.6 shall not apply in respect of any portion of the Site used or developed pursuant to Section 14.2(b) if neither the licence granted pursuant to this Section 14 nor the Project Operations pertain to such portion of the Site.

15. TITLE ENCUMBRANCES

15.1 Title Encumbrances

- (a) Project Co shall perform all obligations under the Title Encumbrances and the Off-Site Infrastructure Agreement for or on behalf of NBGH, other than:

- (i) such obligations which Project Co is not legally capable of performing for or on behalf of NBGH;
 - (ii) obligations under any Title Encumbrances added after the date of this Project Agreement unless the Parties agree that such obligations are obligations of Project Co;
 - (iii) NBGH's obligations under Section 17.1; and
 - (iv) such obligations under the Title Encumbrances or the Off-Site Infrastructure Agreement which the City of North Bay may formally relieve or waive with respect to any Development Approval.
- (b) All Project Operations performed by or on behalf of Project Co, whether before, during or after the completion of the Works, shall be performed in a manner which does not breach the Title Encumbrances or the Off-Site Infrastructure Agreement.
- (c) Subject to Encumbrances that Project Co shall remove pursuant to Section 15.2, no act or omission by Project Co or any Project Co Party shall give rise to a right for any person to obtain title to or any interest in the Site or any part of it, except in accordance with the terms of this Project Agreement.

15.2 No Site Encumbrances

- (a) Project Co shall not create, incur, permit or suffer to exist any Encumbrance to be filed, issued or registered against the Site or any part thereof or any interest therein due to an act or omission of Project Co or any Project Co Party.
- (b) In the event that the Site or any part thereof or any interest therein becomes subject to any Encumbrance which has not been consented to in writing by NBGH due to an act or omission of Project Co or any Project Co Party, Project Co shall immediately take all steps necessary to remove such Encumbrance. If such Encumbrance is not removed within 10 Business Days of the filing, issuance or registration of such Encumbrance then, without prejudice to any other rights or remedies it may have, NBGH will be at liberty to take whatever steps it deems necessary and appropriate to remove the Encumbrance, including payment of any amount owing or claimed thereunder, and seek immediate recovery from Project Co of the amount of any such payment and any associated costs, including legal costs, all of which shall be payable on demand.
- (c) The Parties acknowledge that the foregoing provisions of this Section 15.2 shall apply to claims for lien made against the Site pursuant to the *Construction Lien Act* (Ontario) and shall also apply to claims made against the holdback under the *Construction Lien Act* (Ontario) as though such a claim were an Encumbrance against the Site as referred to therein.
- (d) Project Co shall withhold from each of its Subcontractors the holdbacks required under the *Construction Lien Act* (Ontario) and shall deal with such holdbacks in accordance with the *Construction Lien Act* (Ontario).

- (e) Project Co shall follow the requirements of the *Construction Lien Act* (Ontario) and Good Industry Practice for posting and advertising certificates of completion when issued.

16. SITE CONDITION

16.1 Acceptance of Site Condition

- (a) Subject to Sections 6.4, 16.2 and 16.3, Project Co acknowledges and agrees that it has inspected all matters relating to the Site, including the Background Information, prior to executing this Project Agreement and agrees to accept the Site and the Site Conditions on an "as is, where is" basis. Without limiting the generality of the foregoing, but subject to Sections 6.4, 16.2 and 16.3, Project Co shall not be entitled to make any claim of any nature whatsoever against NBGH or any NBGH Party on any grounds relating to the Site, including the fact that incorrect or insufficient information on any matter relating to the Site was given to it by any person, whether or not NBGH or a NBGH Party.
- (b) Subject to Sections 6.4, 16.2 and 16.3, Project Co acknowledges and agrees that it has and shall be deemed to have:
- (i) performed all necessary Site due diligence and investigation and inspected and examined the Site and its surroundings and any existing works on, over or under the Site;
 - (ii) satisfied itself as to the nature of the Site Conditions, the ground and the subsoil, the level and quantity of groundwater, the form and nature of the Site, the loadbearing and other relevant properties of the Site, the risk of injury or damage to property affecting the Site, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution and delivery of the Works;
 - (iii) satisfied itself as to the presence of any Contamination on, in or under the Site, or migrating to or from the Site;
 - (iv) satisfied itself as to the adequacy of the rights of access to, from and through the Site and any accommodation it may require for the purposes of fulfilling its obligations under this Project Agreement;
 - (v) satisfied itself as to the possibility of interference by persons of any description whatsoever with access to or use of, or rights in respect of, the Site; and
 - (vi) satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to any third parties.
- (c) Project Co further acknowledges and agrees that, other than as referred to or contained in this Project Agreement, no representations or warranties have been made, nor documentation delivered, which would indicate that Project Co would be unable to perform the Project Operations in a lawful manner.

16.2 Contamination

- (a) NBGH shall be responsible for Contamination on, in or under, or migrating to or from, the Site, except for any such Contamination:
 - (i) that was disclosed in or could have been reasonably anticipated from the Environmental Report or any of the Geotechnical Reports; or
 - (ii) that is caused by Project Co or any Project Co Party.
- (b) Upon the discovery of any Contamination for which NBGH is responsible pursuant to Section 16.2(a), Project Co shall immediately inform the NBGH Representative and shall comply with all Applicable Law in respect thereof at NBGH's cost pursuant to Section 16.2(d).
- (c) In the event that NBGH wishes Project Co to perform actions which are in addition to any required pursuant to Section 16.2(b), then NBGH shall issue an instruction to Project Co specifying what action NBGH requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions at NBGH's cost pursuant to Section 16.2(d).
- (d) If Sections 16.2(b) and 16.2(c) require Project Co to perform any alteration, addition, demolition, extension or variation in the Project Operations as a result of Contamination for which NBGH is responsible pursuant to Section 16.2(a) and which would not otherwise be required under this Project Agreement, then any such alteration, addition, demolition, extension or variation:
 - (i) in the Works shall, subject to and in accordance with Section 39, be treated as a Delay Event and, subject to and in accordance with Section 40, be treated as a Compensation Event; and
 - (ii) in the Project Co Services shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation.

16.3 Items of Geological, Historical or Archaeological Interest or Value

- (a) As between the Parties, all fossils, artifacts and other objects having artistic, historic, archeological or monetary value, including human remains and burial sites, which may be found on or at the Site are or shall be the sole and absolute property of NBGH.
- (b) Upon the discovery of any item referred to in Section 16.3(a) during the course of the Works, Project Co shall:
 - (i) immediately inform the NBGH Representative of such discovery;
 - (ii) take all steps not to disturb the item and, if necessary, cease any Works in so far as performing such Works would endanger the item or prevent or impede its excavation;

- (iii) take all necessary steps to preserve and ensure the preservation of the item in the same position and condition in which it was found; and
 - (iv) comply, and ensure compliance by all Project Co Parties, with Applicable Law and all requirements of Governmental Authorities with respect to such discovery, including Schedule 19 - Heritage Guidelines and Protocols.
- (c) In the event that NBGH wishes Project Co to perform actions which are in addition to any required pursuant to Section 16.3(b), then NBGH shall issue an instruction to Project Co specifying what action NBGH requires Project Co to take and Project Co shall promptly and diligently comply with all such instructions.
- (d) If Sections 16.3(b) and 16.3(c) require Project Co to perform any alteration, addition, demolition, extension or variation in the Works as a result of such discovery and which would not otherwise be required under this Project Agreement, then any such alteration, addition, demolition, extension or variation in the Works shall, subject to and in accordance with Section 39, be treated as a Delay Event and, subject to and in accordance with Section 40, be treated as a Compensation Event.

17. DEVELOPMENT APPROVALS

17.1 Development Approvals

- (a) Without limiting Project Co's obligations under Sections 9.4 and 15.1, Project Co shall, at its own cost and risk:
- (i) apply for, obtain, maintain and, as applicable, renew all Development Approvals (other than the NBGH Permits, Licences and Approvals); and
 - (ii) comply with all Development Approvals in accordance with their terms (including, for greater certainty, the NBGH Permits, Licences and Approvals),

which, in each case, may be required for the development of the Site and the Facility.

- (b) Where Development Approvals have requirements that may impose any conditions, liabilities or obligations on NBGH or any NBGH Party, Project Co shall not obtain such Development Approvals without the prior written consent of NBGH, not to be unreasonably withheld or delayed, provided that NBGH shall not be responsible for obtaining or for the failure of Project Co to obtain any Development Approval. NBGH shall comply, or shall require compliance, with any conditions, liabilities or obligations as are imposed on NBGH or any NBGH Party by the requirements of any Development Approval obtained with NBGH's consent.
- (c) NBGH shall provide Project Co with such information and administrative assistance as Project Co may reasonably require in relation to the Development Approvals.
- (d) Project Co acknowledges that, with the exception of those items set out in Section 1.246 (b), (c), (g) and (h) of Schedule 1 to the Project Agreement, NBGH has obtained the

NBGH Permits, Licences and Approvals prior to the date of this Project Agreement, and Project Co agrees to assume all of NBGH's obligations thereunder from and after the date of this Project Agreement.

17.2 Utility Company Fees and City of North Bay Letter of Credit

- (a) Except as otherwise provided in the Existing Design, Project Co shall pay to any applicable Utility Company, when due, all fees and costs (and applicable Taxes thereon) chargeable by the applicable Utility Company in respect of the Project, including:
 - (i) any engineering administration and inspection fees required in respect of works or services required to be performed under any applicable agreement;
 - (ii) any security deposits required under any applicable agreement; and
 - (iii) any other amounts payable under any applicable agreement.
- (b) The Parties agree that any refund, partial rebate or credit granted by any applicable Utility Company relating to the fees and costs referred to in Section 17.2(a) shall be for the benefit of NBGH to the extent such fees and costs were paid by NBGH and shall be for the benefit of Project Co to the extent such fees and costs were paid by Project Co
- (c) On the date of Financial Close, Project Co shall deliver, or cause to be delivered, to NBGH a letter of credit in the amount of \$[REDACTED] in respect of NBGH's obligation to deliver such a letter of credit under the Site Plan Control Agreement, on the same terms and conditions imposed on NBGH under the Site Plan Control Agreement.

18. DESIGN AND CONSTRUCTION OBLIGATIONS

18.1 Overall Responsibility

- (a) Project Co shall perform and complete the Works:
 - (i) so as to satisfy the Technical Requirements;
 - (ii) in accordance with the Works Schedule; and
 - (iii) in accordance with the other terms of this Project Agreement.
- (b) Project Co shall, for the purposes of performing its obligations under this Project Agreement, be required to make use of and be entitled to rely on the Existing Design.

18.2 Complete and Operational Facility

- (a) Project Co shall construct and commission the Facility so as to provide NBGH with a Facility that is complete and operational in accordance with the Technical Requirements and the Project Co Proposal Extracts, and that will allow Project Co to perform the Project Co Services and the Hospitals to perform the Hospital Services, all in accordance with and subject to the terms of this Project Agreement.

18.3 General Construction Obligations

- (a) Project Co is responsible for all construction means, methods and techniques used to undertake the Works and must provide everything (including labour, plant, equipment and materials) necessary for the construction and commissioning of the Facility, and other performance of the Works.
- (b) Project Co shall in a timely and professional manner and in accordance with the requirements of this Project Agreement:
 - (i) construct the Works in accordance with the Existing Design, diligently, expeditiously and in a thorough and workman-like manner;
 - (ii) ensure that no works other than the Works under this Project Agreement are constructed on the Site by Project Co or any person for whom Project Co is responsible at law;
 - (iii) protect the Works from all of the elements, casualty and damage in accordance with and subject to the Technical Requirements;
 - (iv) in respect of plant, equipment and materials incorporated in the Works, use plant, equipment and materials that:
 - (A) are of a kind that are consistent with the Technical Requirements;
 - (B) are new, of good quality and are used, handled, stored and installed in accordance with Applicable Laws and Good Industry Practice with respect to health and safety so as not to be hazardous or dangerous; and
 - (C) where they differ from the Technical Requirements, have been substituted with NBGH's prior written consent in accordance with Section 18.4.
- (c) Without limiting Project Co's obligations pursuant to Section 9.5 or Project Co's indemnity pursuant to Section 55.1, Project Co shall, at all times throughout the progress of the Works, be responsible for maintaining and securing the Site to prevent access onto the Site and the Facility of any persons not entitled to be there, and the licence granted to Project Co pursuant to Section 14.1 shall include rights for Project Co to do so.
- (d) Project Co shall, at regular intervals during the progress of the Works, prepare and provide to the Architect of Record detailed drawings in a form and format satisfactory to the Architect of Record to facilitate the preparation of As Built Drawings by the Architect of Record.

18.4 Design and Lifecycle Responsibility

- (a) Project Co shall, as between itself and NBGH, be responsible for, and shall rectify at its own expense, applying all or part of the Project Co Design Contingency and such additional funds as may be necessary, all of the following:

- (i) errors or omissions in the Existing Design which are readily discoverable, reasonably inferable as forming part of the Works or contrary to Good Industry Practice;
- (ii) design coordination issues caused by errors, omissions, conflicts, interferences or gaps contained within the Existing Design, and particularly, the plans, drawings and specifications; and
- (iii) design completion issues where the intent can be reasonably inferred in the Existing Design but is not fully detailed or specified,

(collectively, the "**Project Co Construction Design Issues**") throughout the Project Term. The terms "readily discoverable", "reasonably inferable" and "reasonably inferred" shall be interpreted by taking into consideration Project Co's and the Project Co Parties' experience, investigation and examination.

- (b) In addition to the Project Co Construction Design Issues and subject to Section 19, Project Co shall be responsible for:
 - (i) any issues with respect to the functionality, durability, maintainability and lifecycle cost of the mechanical and electrical systems specified in the Existing Design, including whether such systems will be adequate to meet the Output Specifications on a consistent basis for the duration of the Operational Term and the Expiry Transition Requirements on the Expiry Date (the "**Project Co M&E Design Issues**"); and
 - (ii) the operation and periodic replacement of all elements of the Facility, whether part of the mechanical and electrical systems or otherwise, including finishes, seals, structural components, hardware and building fabric, as required to achieve the Output Specifications for the duration of the Operational Term and the Expiry Transition Requirements on the Expiry Date,

(collectively, the "**Project Co Operating Design Issues**").

- (c) NBGH shall, as between itself and Project Co, assume full responsibility and liability for the use of the Existing Design by Project Co, in all respects other than in respect of the Project Co Construction Design Issues and the Project Co Operating Design Issues (collectively, the "**Project Co Design Issues**"), including, without limitation:
 - (i) the Clinical Functionality of the Existing Design;
 - (ii) the adequacy of the structural and architectural elements of the Existing Design;
 - (iii) the core efficacy and functionality of the Existing Design to:
 - (A) generally meet the requirements of the Building Code in effect at the time the Building Permit was issued; and

- (B) conform to the functional programming needs of the Hospitals,
(collectively, the "**NBGH Design Issues**").
- (d) Any issue may be found to be partially a Project Co Design Issue and partially an NBGH Design Issue as interpreted by the Architect of Record, in such proportion as may be established by the Architect of Record. If NBGH or Project Co does not agree on the proportion of any issue that is a Project Co Design Issue or an NBGH Design Issue, the issue may be referred to the Works Committee for resolution.
- (e) The Risk Assessment Guidelines attached as Schedule 32 - Risk Assessment Guidelines provide examples of the type of issues which may be encountered and the findings the Architect of Record would make regarding the categorization of each as a Project Co Design Issue or an NBGH Design Issue. Project Co and NBGH acknowledge that these guidelines are provided for information purposes only and are not complete or exhaustive.

18.5 Procedure for Addressing Design Issues

- (a) Without limiting Project Co's ability to pursue claims against NBGH and the Design Consultants for indemnity with respect to issues pertaining to design or engineering in accordance with Section 18.6, Project Co shall bear responsibility and liability with respect to changes, extras or costs attributable to or associated with Project Co Design Issues. Project Co shall carry the Project Co Design Contingency as acknowledged in Section 6.3(a)(ii) and, subject to Section 19, shall use the Project Co Design Contingency to fund all changes, extras or costs attributable to or associated with Project Co Design Issues.
- (b) When Project Co identifies an error or omission, a design completion issue or a design coordination issue which falls within the matters referred to in Section 18.4(a), Project Co shall promptly notify the Architect of Record, in writing under a request for information, of such Project Co Design Issue and propose a resolution to the Project Co Design Issue. Upon receipt of Project Co's notification and proposed resolution, the Architect of Record shall proceed to review the proposed resolution and either:
- (i) confirm that such resolution is acceptable and issue a Supplemental Instruction;
 - (ii) reject the proposed resolution, request that additional information be provided or request an alternative resolution be proposed by Project Co; or
 - (iii) reject the proposed resolution and issue a Supplemental Instruction for an acceptable resolution.
- (c) When the Architect of Record identifies a Project Co Design Issue or if the Architect of Record makes a finding that a matter is a Project Co Design Issue, the Architect of Record shall promptly notify Project Co, in writing as a Supplemental Instruction, of such Project Co Design Issue or finding. Upon receipt of the Architect of Record's notification, Project Co shall proceed to review the Project Co Design Issue and propose

a resolution to the Architect of Record. Upon receipt of Project Co's proposed resolution, the Architect of Record shall proceed to review the proposed resolution and either:

- (i) confirm that such resolution is acceptable and issue a Supplemental Instruction;
 - (ii) reject the proposed resolution, request that additional information be provided or request an alternative resolution be proposed by Project Co; or
 - (iii) reject the proposed resolution and issue a Supplemental Instruction for an acceptable resolution.
- (d) The resolution of a Project Co Design Issue will be considered acceptable if such resolution meets the requirements of the first sentence of Section 18.5(e). As soon as the Architect of Record has confirmed to Project Co an acceptable resolution to the Project Co Design Issue, which confirmation shall be in writing or in the form of a Supplemental Instruction, Project Co shall proceed to implement such acceptable resolution. The cost, if any, of implementing the acceptable resolution to the Project Co Design Issue shall form part of the Project Co Design Contingency and shall be funded by Project Co. The cost of remediation of the Project Co Design Issue will not be evaluated by the Architect of Record. NBGH will instruct the Architect of Record to provide a response to Project Co in accordance with Section 18.7(d). NBGH will bear the cost of the Architect of Record's professional design and engineering services in connection with the review, approval and incorporation into the Existing Design of the resolution to a Project Co Design Issue.
- (e) An acceptable resolution to a Project Co Design Issue shall be a resolution that is in all respects consistent with the design intent and quality standards of the Existing Design, as interpreted by the Architect of Record, which will not interfere with the efficient operations of NBGH or increase the cost or time required to provide any Project Co Service and which will not increase the life cycle costs, as interpreted by the Architect of Record. If Project Co and the Architect of Record are unable to establish an acceptable resolution to a Project Co Design Issue, Project Co may refer the Project Co Design Issue to the Works Committee. If the Works Committee concludes that the resolution of a Project Co Design Issue proposed by the Architect of Record is of a higher quality, not consistent with the design intent and quality standards of the Existing Design or will increase the cost or time required to provide any Project Co Service, Project Co will, subject to and in accordance with Schedule 22 - Variation Procedure, be entitled to a Variation. If the Architect of Record confirms that the resolution of a Project Co Design Issue proposed by Project Co is acceptable, no Variation will be allowed.
- (f) If NBGH, Project Co and the Architect of Record are unable to agree upon whether or not a matter should properly be characterized as a Project Co Design Issue or on what constitutes an acceptable resolution to a Project Co Design Issue, such issues will be referred to the Works Committee.
- (g) Unless the Works Committee concludes that the resolution to a Project Co Design Issue requires a Variation as contemplated in Section 18.5(e), Project Co is solely responsible

for all costs to remedy a Project Co Design Issue and Project Co will not be entitled to a Variation in respect of any and all Project Co Design Issues, subject to the responsibility of NBGH at NBGH's cost for the provision of professional design services as specifically provided in Section 18.5(d). Project Co acknowledges and agrees that, except as specifically provided in Section 18.6, Project Co shall have no recourse against NBGH in respect of the Project Co Design Contingency or any costs directly or indirectly arising out of the remediation of a Project Co Design Issue.

- (h) If Project Co identifies an issue that it believes will constitute an NBGH Design Issue, Project Co shall give notice to the NBGH Representative and the Architect of Record in writing. If NBGH is in agreement with Project Co on the characterization of the issue as an NBGH Design Issue, NBGH shall, subject to and in accordance with Schedule 22 - Variation Procedure, issue a Variation Enquiry in respect thereof. If NBGH does not agree that the issue is an NBGH Design Issue, the characterization of the matter shall be referred to the Works Committee for resolution. If the Architect of Record or the NBGH Representative identifies an NBGH Design Issue, or if the Works Committee concludes that an issue should be identified as an NBGH Design Issue, Project Co and NBGH shall promptly notify the other Party, in writing, of such NBGH Design Issue, and NBGH shall, subject to and in accordance with Schedule 22 - Variation Procedure, issue a Variation Enquiry in respect thereof.
- (i) Project Co shall provide the Architect of Record with all information and documentation reasonably required by the Architect of Record to evaluate Project Co's proposed resolution to all Project Co Design Issues and NBGH Design Issues.
- (j) On a weekly basis, Project Co shall provide to NBGH and the Architect of Record detailed updates, in form and substance satisfactory to NBGH, on the status of all Project Co Design Issues and NBGH Design Issues.
- (k) The Architect of Record will be required to issue final documentation to confirm the acceptable resolution of each Project Co Design Issue and NBGH Design Issue, and such documentation will become part of the Existing Design.
- (l) This Section 18.5 shall not apply to any Project Co M&E Design Issue identified by Project Co in accordance with Section 19.2(a).

18.6 Remedies for Design Issues

- (a) NBGH shall be liable to Project Co for any losses, costs or damages suffered by Project Co as a result of any Project Co Design Issue subject to the following:
 - (i) Project Co shall give notice to NBGH that Project Co has a claim in respect of a Project Co Design Issue as soon as the facts supporting such claim (a "**Project Co Design Issue Claim**") become known to Project Co;
 - (ii) Project Co shall indemnify NBGH from all costs associated with the defence of the claim by Project Co against NBGH and all costs associated with any defence of any counterclaim which may be issued by a Design Consultant, including all

fees and disbursements of legal counsel, consultants and advisors on a full indemnity basis, which, without limitation, includes the actual expenses incurred by NBGH and without reduction by way of costs award or assessment or exercise of discretion by the courts;

- (iii) subject to Project Co providing NBGH with complete and adequate indemnification for all costs incurred by NBGH as a result of the pursuit of a claim or the defence of a resulting counterclaim, NBGH shall, at the request of Project Co, assign to Project Co any claim which NBGH may have against a Design Consultant in connection with any Project Co Design Issue and permit Project Co and Project Co's counsel, in consultation with NBGH, to advance any claim against a Design Consultant. NBGH, in its sole discretion, may refuse to assign to Project Co any claim which NBGH has against a Design Consultant if NBGH determines that instituting such claim will lead to a counterclaim or event injurious to NBGH for which Project Co cannot or will not completely indemnify and hold NBGH harmless. In respect of any assignment, it is agreed that NBGH shall have no duty of care, fiduciary duty or responsibility to Project Co;
 - (iv) NBGH shall be entitled, with its own counsel, to defend any counterclaim issued by a Design Consultant in connection with any claim advanced pursuant to Section 18.6(a)(iii), but in no event will NBGH or its counsel have any duty of care, fiduciary duty or responsibility to Project Co with respect to the action commenced by Project Co pursuant to 18.6(a)(iii);
 - (v) the aggregate amount of any claim, including defence costs, cannot exceed the amount of the available indemnity under any errors and omissions insurance coverage available to the Design Consultants; and
 - (vi) the liability of NBGH shall be limited to the amount of any indemnity available to NBGH from the Design Consultants, from their insurers or from NBGH's insurers, less any costs incurred by NBGH and not yet paid by Project Co pursuant to Project Co's indemnity in Section 18.6(a)(ii).
- (b) The foregoing Section 18.6(a) shall not limit Project Co from making direct claims against any Design Consultant for any losses, costs or damages suffered by Project Co as a result of the errors, omissions, negligence or other tortious actions of the Design Consultant in respect of the design or engineering services provided by the Design Consultant to NBGH, provided that the aggregate liability of any of the Design Consultants shall, in all cases, be limited to the amount of the errors and omissions insurance coverage available to such Design Consultant. Project Co shall not seek to recover from any of the Design Consultants, or from any other person that might seek indemnity or contribution from a Design Consultant, any amount in excess of the amount of the available indemnity under any insurance coverage responsive to such claim.
- (c) Project Co may make direct claims against NBGH for any losses, costs or damages suffered by Project Co as a result of any NBGH Design Issue to the extent only that

Project Co has not obtained a Variation in respect thereof, subject only to the limitations contained in this Project Agreement.

18.7 Architect of Record

- (a) The Architect of Record will have the authority described in this Project Agreement until the Final Completion Date.
- (b) The Architect of Record will not be responsible for, and will not have control, charge, or supervision of, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Works in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The Architect of Record will not be responsible for Project Co's failure to carry out the Works in accordance with this Project Agreement. The Architect of Record will not have control over, charge of, or be responsible for the acts or omissions of Project Co or its Subcontractors or Suppliers, or any other persons performing portions of the Works.
- (c) The Architect of Record will be, in the first instance, the interpreter of the requirements of the Existing Design and shall make findings as to the performance thereunder by Project Co. Interpretations and findings of the Architect of Record shall be consistent with the intent of the Existing Design. NBGH shall instruct the Architect of Record not to show partiality to either NBGH or Project Co when making such interpretations and findings.
- (d) When a Request for Information is submitted by Project Co, NBGH shall instruct the Architect of Record to provide a response to Project Co as agreed between Project Co and the Architect of Record from time to time. In the absence of an agreement, NBGH shall require the Architect of Record to respond within a reasonable period of time in the circumstances. Project Co shall work with the Architect of Record to plan a schedule for the responses to requests for information. Project Co shall advise the Architect of Record of the level of urgency of each request for information when submitted.
- (e) The Architect of Record will have authority to inspect and reject work which, in the Architect of Record's opinion, does not conform to the requirements of the Existing Design or whenever the Architect of Record considers it necessary or advisable. Any entitlement to additional compensation or an extension of time in respect thereof shall be governed by Section 20.3. Neither the authority of the Architect of Record to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect of Record to Project Co or any Project Co Party.
- (f) If work is designated for tests, inspections, or approvals in the Existing Design, or by the Architect of Record's instructions, or Applicable Law, Project Co shall give the Architect of Record reasonable notice of when the work will be ready for review and inspection. Project Co shall arrange for and shall give the Architect of Record reasonable notice of the date and time of inspections by other Governmental Authorities.

- (g) Without limiting the responsibility of the Design Consultants with respect to the Existing Design and Project Co's right to rely upon the Existing Design as against the Design Consultants, Project Co shall, as and to the extent required by Applicable Law, cause all design and engineering activities (other than the Existing Design but including any modifications thereto) be performed or reviewed by licensed professional architects and engineers registered to practice in the Province of Ontario and with the designations required to perform such activities. Such architects and engineers shall certify, and, if required by Applicable Law, sign and seal, all design, drawings and technical reports confirming that they comply with the applicable standards, specifications and codes specified in the Technical Requirements, with all prevailing design standards and design practices for such work in the Province of Ontario, and as otherwise required by Applicable Law. All design and engineering that is incorporated into the Works (including any modifications to the Existing Design) must be signed and sealed by the Architect of Record.
- (h) Project Co acknowledges that the aggregate liability of the Architect of Record in all claims arising under or in respect of this Project Agreement shall be limited to the amount of the errors and omissions insurance coverage available to the Architect of Record. Project Co shall not seek to recover from the Architect of Record, or from any other person that might seek indemnity or contribution from the Architect of Record, any amount in excess of the amount of the available indemnity under any insurance coverage responsive to such claim. Project Co acknowledges that Project Co has been provided with a copy of the contract between the Architect of Record and the Joint Executive Committee of the North Bay Regional Health Centre on behalf of NBGH and NEMHC (the "**Architect's Contract**") pursuant to which the Architect of Record has been retained. The duties, obligations and aggregate liability of the Architect of Record in any claim under the Architect's Contract is further limited by the terms of the Architect's Contract. Project Co acknowledges that the Architect of Record is a third party beneficiary under this Section 18 and that the Architect of Record shall be entitled to plead this Section 18 in its defence to any action brought by Project Co.

18.8 Substitutions

- (a) Whenever equipment, components, materials, supplies, tools, and other items are specified or otherwise described in this Project Agreement (including the Technical Requirements, Project Co Proposal Extracts or through Schedule 10 - Review Procedure) by using the name or catalogue or model number of a particular manufacturer, fabricator, vendor or distributor, or any other material name or description, the naming or identification of the item is intended to establish the type and the minimum function and quality required, and equipment, components, materials, supplies, tools, and other items of other manufacturers, fabricators, vendors or distributors shall not be substituted without the prior written consent of NBGH, in its sole discretion.

18.9 Change in Standards

- (a) Where this Project Agreement requires Project Co to comply with a technical standard in respect of the design and construction of the Facility, and that standard has changed

between the date of this Project Agreement and the date that such compliance is required, then Project Co shall give notice to NBGH of such change. If, after such notice, NBGH requires compliance with the changed standard (rather than the standard applicable as of the date of this Project Agreement), then, to the extent such change impacts the Works and would not have otherwise been taken into account by compliance with Good Industry Practice, such changed standard shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation. If NBGH does not require compliance with the changed standard, then Project Co shall continue to comply with the standard applicable as of the date of this Project Agreement, without a Variation therefor. This Section 18.9 shall not apply where a change in a technical standard is also a Change in Law.

18.10 Submittals

- (a) Any and all items, documents and anything else required or specified by this Project Agreement in respect of the Works to be submitted to, reviewed, accepted or otherwise processed by NBGH prior to Substantial Completion or after Substantial Completion in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto, shall be subject to review by NBGH pursuant to Schedule 10 - Review Procedure.

19. M&E SYSTEMS VERIFICATION PERIOD

19.1 Verification of Output Specifications

- (a) During the Project Co Commissioning, Project Co, in cooperation with the NBGH Commissioning Agent, shall cause the Project Co Commissioning Agent to conduct Commissioning Tests to verify that the mechanical and electrical systems satisfy the Output Specifications and, where Commissioning Tests indicate that any Output Specification cannot be obtained or maintained, Project Co shall propose to the Works Committee a Variation or change or changes in the Output Specifications to reflect the actual performance of the mechanical and electrical systems.

19.2 M&E Systems Verification Period

- (a) From the date of this Project Agreement until the end of the M&E Systems Verification Period, Project Co shall be entitled to give notice to NBGH that it has identified a Project Co M&E Design Issue and to present evidence (which shall include the results of any Commissioning Tests, performance testing, simulations or other testing conducted by Project Co to substantiate its claim) to the Works Committee that:
 - (i) an Availability Failure Event or Service Failure has occurred as a direct result of a Project Co M&E Design Issue; or
 - (ii) an Availability Failure Event or Service Failure will occur as a direct result of a Project Co M&E Design Issue.

For greater certainty, any performance testing, simulations or other testing conducted by Project Co in accordance with this Section 19.2(a) will be conducted at Project Co's own cost and expense.

- (b) Subject to Sections 19.2(c) and 19.2(d), from the time Project Co gives notice to NBGH of a Project Co M&E Design Issue pursuant to Section 19.2(a), any Deductions and Failure Points that would have otherwise been applied in respect of Availability Failure Events or Service Failures attributable to the Project Co M&E Design Issue shall be held in abeyance until, and shall be applied against the Monthly Service Payment on, the earlier of:
- (i) if the Works Committee determines that an Availability Failure Event or Service Failure will not occur as a direct result of a Project Co M&E Design Issue or that no issue in respect of the Existing Design has arisen, the date of such determination; and
 - (ii) if the Works Committee is unable to determine that an Availability Failure Event or Service Failure will not occur as a direct result of a Project Co M&E Design Issue or that no issue in respect of the Existing Design has arisen and Project Co or NBGH seeks a determination pursuant to Section 19.2(e), the date such dispute is determined pursuant to Section 19.2(e).

Where an Availability Failure Event or Service Failure attributable to a Project Co M&E Design Issue has been identified by Project Co during the M&E Systems Verification Period in accordance with Section 19.2(a), the Deductions that would apply to such event shall be deemed to have occurred in the month in which such Deductions are released from abeyance pursuant to this Section 19.2(b) and the Failure Points that would apply to such event shall be deemed to have occurred at the time Project Co gave notice that it had identified a Project Co M&E Design Issue.

- (c) If, in response to a Project Co M&E Design Issue, NBGH:
- (i) decides to vary the Output Specification; or
 - (ii) issues a Variation Enquiry to remedy a deficiency,

NBGH will, on the date on which NBGH reaches a decision to vary the Output Specifications or the Variation is completed, as applicable, cancel any Deductions held in abeyance in respect of the Project Co M&E Design Issue, reimburse Project Co for any Deductions that have been applied against the Monthly Service Payments in respect of any Availability Failure Event or Service Failure and cancel any Failure Points held in abeyance or applied in respect of any Availability Failure Event or Service Failure.

- (d) If the Works Committee agrees or a determination is made pursuant to Section 19.2(e) that an Availability Failure Event or Service Failure has occurred or will occur as a direct result of a Project Co M&E Design Issue:

- (i) NBGH will cancel any Deductions held in abeyance in respect of a Project Co M&E Design Issue, reimburse Project Co for any Deductions that have been applied against the Monthly Service Payments in respect of such Availability Failure Event or Service Failure and cancel any Failure Points held in abeyance or applied in respect of such Availability Failure Event or Service Failure;
- (ii) if requested by NBGH, within a reasonable period of time (as agreed by the Parties, acting reasonably) following the determination of the Works Committee, Project Co shall propose a resolution to the Project Co M&E Design Issue;
- (iii) within a reasonable period of time following receipt of Project Co's proposed resolution, the Architect of Record shall:
 - (A) confirm that such resolution is acceptable;
 - (B) reject the proposed resolution, request that additional information be provided or request an alternative resolution be proposed by Project Co; or
 - (C) reject the proposed resolution and issue a Supplemental Instruction for an acceptable resolution, and Project Co will revise and resubmit its proposal, as necessary; and
- (iv) NBGH shall, subject to and in accordance with Schedule 22 - Variation Procedure, issue a Variation Enquiry to, in its sole discretion, either:
 - (A) authorize Project Co to perform any alteration, addition, demolition, extension or variation in the Project Operations required to implement the resolution accepted by the Architect of Record, in order to ensure that the Output Specifications can be met after completion of such alteration, addition, demolition, extension or variation; or
 - (B) revise the Output Specifications for the particular output to the level proposed pursuant to Section 19.1(a) that reflects the actual performance of the electrical and mechanical systems, in order to ensure that the Existing Design is able to satisfy the Output Specifications, as revised.
- (e) If the Works Committee is unable to determine that an Availability Failure Event or Service Failure will not occur as a direct result of a Project Co M&E Design Issue or that no Existing Design issue has arisen, the matter may be referred by Project Co or NBGH to an Expert appointed in accordance with Schedule 27 - Dispute Resolution Procedure. Project Co shall present to the Expert the results of the performance testing, simulations or other testing conducted by Project Co in accordance with Section 19.2(a) and such other evidence as Project Co may require and NBGH shall present the reports of the Architect of Record and the NBGH Commissioning Agent. The Parties agree that the Expert's determination shall be final and binding on both Parties and shall not be subject to appeal, arbitration, litigation or any other dispute resolution process. Both Parties expressly waive all rights of appeal in connection with the Expert's determination.

- (f) Prior to the end of the M&E Systems Verification Period, NBGH and Project Co shall cause the NBGH Commissioning Agent, in cooperation with the Project Co Commissioning Agent, to conduct Commissioning Tests to verify that the mechanical and electrical systems satisfy the Output Specifications. If the Output Specifications are not being met by the mechanical and electrical systems, NBGH may either issue a Variation Enquiry to obtain the necessary remedial work or amend the Output Specifications to match the actual outputs achieved. If the issue or matter preventing the mechanical and electrical systems from achieving an Output Specification has previously been the subject of a Variation, Project Co shall remedy such issue or matter at its own expense.
- (g) Subject to the resolution of any Disputes in accordance with Section 19.2(e), from and after the end of the M&E Systems Verification Period, Project Co acknowledges and agrees that it shall bear full responsibility and liability for any Project Co M&E Design Issues, and shall not be entitled to a Variation or any other form of compensation in respect thereof, subject only to Project Co's right to make a claim against the Design Consultants pursuant to Section 18.6.
- (h) From and after the end of the M&E Systems Verification Period, subject to the resolution of any outstanding Project Co M&E Design Issues identified by Project Co in accordance with Section 19.2(a), Project Co acknowledges and agrees that it shall have no further right to assert that an Availability Failure Event or Service Failure has occurred or will occur as a direct result of a Project Co M&E Design Issue and any Deductions and Failure Points held in abeyance pursuant to Section 19.2(b) that have not been canceled pursuant to Section 19.2(c) or Section 19.2(d) shall be applied.

20. NBGH ACCESS AND MONITORING

20.1 NBGH Access During the Works Phase

- (a) Subject to Section 20.1(b) but without limiting any of NBGH's rights in respect of the Site, Project Co acknowledges and agrees that NBGH and the NBGH Parties shall, prior to Substantial Completion, have unrestricted access to the Site, the Facility and any workshop where materials, plant or equipment are being manufactured, prepared or stored at all reasonable times during normal working hours.
- (b) In exercising their access rights under Section 20.1(a), NBGH and the NBGH Parties shall:
- (i) provide reasonable prior notice appropriate to the circumstances (other than for any offices or other facilities provided at the Site for NBGH's own use);
 - (ii) comply with all relevant safety procedures and any reasonable directions with regard to site safety that may be issued by or on behalf of the Project Co Representative from time to time; and
 - (iii) be accompanied by a representative of Project Co or a Project Co Party at all times.

20.2 Increased Monitoring

- (a) If, at any stage, NBGH is of the opinion, acting reasonably, that there are defects in the Works or that Project Co has failed to comply, in any material respect, with the requirements of this Project Agreement (including the Technical Requirements and the Project Co Proposal Extracts), NBGH may, without prejudice to any other right or remedy available to it, by notice to Project Co, increase the level of monitoring of Project Co from that set out in this Project Agreement to such level as NBGH considers reasonable taking into account the nature of the relevant defect or failure until such time as Project Co shall have demonstrated, to NBGH's satisfaction, that it is capable of performing and will perform, in all material respects, its obligations related to the Works under this Project Agreement. Project Co will compensate NBGH for any reasonable costs incurred as a result of such increased monitoring.

20.3 Right to Open Up

- (a) NBGH and the Architect of Record shall have the right, at any time prior to the Final Completion Date, to request Project Co to open up and inspect (or allow NBGH or the Architect of Record, as applicable, to inspect) any part or parts of the Works, or to require testing of any part or parts of the Works, where NBGH or the Architect of Record, as applicable, reasonably believes that such part or parts of the Works is or are defective or that Project Co has failed to comply with the requirements of this Project Agreement (including the Technical Requirements and the Project Co Proposal Extracts) relevant to such part or parts of the Works, and Project Co shall comply with such request. When NBGH makes such a request, NBGH shall include reasonably detailed reasons with such request.
- (b) If the inspection shows that the relevant part or parts of the Works is or are defective or that Project Co has failed to comply with the requirements of this Project Agreement (including the Technical Requirements and the Project Co Proposal Extracts) relevant to such part or parts of the Works, Project Co shall rectify all such defects and non-compliance diligently and at no cost to NBGH and Project Co shall not be entitled to any additional compensation or extension of time in relation thereto.
- (c) If the inspection shows that the relevant part or parts of the Works is or are not defective and that Project Co has complied with the requirements of this Project Agreement (including the Technical Requirements and the Project Co Proposal Extracts) relevant to such part or parts of the Works, the exercise by NBGH or the Architect of Record, as applicable, of its rights pursuant to this Section 20.3 shall, subject to and in accordance with Section 39, be treated as a Delay Event and, subject to and in accordance with Section 40, be treated as a Compensation Event.

20.4 No Relief from Obligations

- (a) The Parties acknowledge that the exercise by NBGH, the NBGH Representative or the Architect of Record of the rights under this Section 20 shall in no way affect the

obligations of Project Co under this Project Agreement except as set out in this Section 20.

21. WORKS SCHEDULE

21.1 Completion of Works

- (a) Project Co shall complete the Works in accordance with this Project Agreement and achieve:
 - (i) Substantial Completion by the Scheduled Substantial Completion Date; and
 - (ii) Final Completion by the Scheduled Final Completion Date.

21.2 The Works Schedule

- (a) Within 45 days after the date of this Project Agreement, Project Co shall prepare and submit to NBGH and the Independent Certifier a detailed, computerized schedule using a critical path method network that supports the completion of the Works in accordance with Section 21.1.
- (b) NBGH shall provide Project Co with comments on the draft schedule in accordance with Schedule 10 - Review Procedure, and Project Co shall revise the draft schedule to the extent required by Schedule 10 - Review Procedure within 30 days of receipt of any comments from NBGH.
- (c) When agreed by the Parties, the draft schedule shall become the Works Schedule.
- (d) The Works Schedule shall be prepared in accordance with Good Industry Practice for a large complex project and shall be in sufficient detail so as to enable the NBGH Representative and, if applicable, the Independent Certifier, to monitor the progress of the Works, including all commissioning activities, and the likely future progress of the Works. Given the size and complexity of the Project, the Works Schedule shall include no fewer than 1,000 activities.
- (e) Without limiting the generality of Section 21.2(d), the Works Schedule shall, at a minimum, include:
 - (i) major milestone events;
 - (ii) the dates that key decisions must be made by NBGH to support the progress of the Works;
 - (iii) a detailed procurement, delivery, installation and commissioning schedule for all Equipment, including Equipment to be procured or transferred by NBGH;
 - (iv) all design related activities;

- (v) all construction activities, including subcontract work and cash allowance work, both on and off the Site;
 - (vi) all procurement activities undertaken by the Construction Contractor with respect to materials and equipment, including timelines for shop drawings, manufacturing periods and dates of delivery to the Site;
 - (vii) all Project Co Commissioning and Hospital Commissioning activities;
 - (viii) the manpower requirements for each activity, including subcontract work;
 - (ix) a manpower histogram, both overall and by trade;
 - (x) a cumulative "S"-curve showing planned percent completion for each month from the commencement of the Works until the Scheduled Final Completion Date; and
 - (xi) projected Construction Contract cash flows.
- (f) Project Co shall continuously monitor the progress of the Works in relation to the Works Schedule and, within 15 Business Days following the end of each calendar month from Financial Close until the Final Completion Date, Project Co shall provide to the NBGH Representative and the Independent Certifier a works report (each, a "**Works Report**"), which will include:
- (i) an executive summary describing the general status of the Works and progress made over the relevant month;
 - (ii) an updated Works Schedule, in both summary and detailed formats;
 - (iii) a cash allowance status summary;
 - (iv) a narrative description of any Disputes related to the Works, including any action that has taken place over the relevant month to resolve such Disputes;
 - (v) a Monthly Quality Statement; and
 - (vi) in accordance with Section 23.3, a LEED progress report,
- all in form and substance satisfactory to NBGH, acting reasonably. For greater certainty, the continuity of the critical path method network must be maintained for all updates and revisions to the Works Schedule.
- (g) Project Co shall promptly notify NBGH of any extension of time granted under the Construction Contract in respect of a Project Co Delay Event (as that term is defined in the Construction Contract).

21.3 Failure to Maintain Schedule

- (a) Without limiting any other provision of this Project Agreement but subject to Section 39, if, at any time:
- (i) the actual progress of the Works has significantly fallen behind the Works Schedule; or
 - (ii) NBGH is of the opinion that:
 - (A) the actual progress of the Works has significantly fallen behind the Works Schedule; or
 - (B) Project Co will not achieve Substantial Completion by the Longstop Date,
- Project Co shall be required:
- (iii) within 5 Business Days of receipt of notice from NBGH, to produce and deliver to each of the NBGH Representative and the Independent Certifier:
 - (A) a report identifying the reasons for the delay; and
 - (B) a plan showing the steps that are to be taken by Project Co to eliminate or reduce the delay to:
 - (I) achieve Substantial Completion by the Scheduled Substantial Completion Date; or
 - (II) if Substantial Completion will not be achieved by the Scheduled Substantial Completion Date, achieve Substantial Completion by the Longstop Date; and
 - (iv) to bring the progress of the Works back on schedule in accordance with the plan delivered under Section 21.3(a)(iii)(B) and approved by the NBGH Representative.
- (b) Project Co shall notify the NBGH Representative if, at any time, the actual progress of the Works is significantly ahead of the Works Schedule.

21.4 Notification of Early Substantial Completion

- (a) Unless Project Co obtains the prior written consent of NBGH, in its sole discretion, Project Co shall not be entitled to the Substantial Completion Certificate prior to, and the Substantial Completion Date and Payment Commencement Date shall not be earlier than, the Scheduled Substantial Completion Date.
- (b) If Project Co advises NBGH that it expects to be able to achieve Substantial Completion prior to the Scheduled Substantial Completion Date, the NBGH Representative shall be entitled to require Project Co to produce and submit to the NBGH Representative a

revised Works Schedule showing the manner and the periods in which the Works shall be performed and what the revised date for Substantial Completion would be so as to enable NBGH to consider at its sole discretion:

- (i) whether to agree to an earlier Scheduled Substantial Completion Date; and
- (ii) what modifications, if any, shall be required to this Project Agreement in order to accommodate such earlier Scheduled Substantial Completion Date.

22. EQUIPMENT

22.1 Equipment Subcommittee

- (a) The Parties shall, within 30 days after the date of this Project Agreement, establish an equipment subcommittee of the Works Committee (the "**Equipment Subcommittee**") consisting of 2 representatives of each Party.
- (b) The Equipment Subcommittee shall assist the Parties by promoting cooperative and effective communication with respect to matters related to the Equipment.
- (c) The primary role of the Equipment Subcommittee shall be to coordinate the procurement and installation of all Equipment in a timely and efficient manner and in accordance with the Works Schedule.
- (d) The Equipment Subcommittee shall be responsible for receiving and reviewing all matters related to the Equipment and shall make recommendations to the Works Committee, which the Works Committee may accept or reject in their sole discretion.
- (e) The members of the Equipment Subcommittee may adopt such procedures and practices for the conduct of the activities of the Equipment Subcommittee as they consider appropriate from time to time.

22.2 Equipment Categories

- (a) Project Co will provide mechanical and electrical rough-ins for and will coordinate and facilitate the installation of all items marked as Owner Purchase/Vendor Installed or Owner Transfer/Vendor Installed (the "**Category 2 Equipment**") listed in Schedule 21 - Equipment List.
- (b) Project Co will provide mechanical and electrical rough-ins for and will either coordinate and facilitate the installation of or coordinate and install in accordance with manufacturer's instructions, as applicable, all items marked as Owner Purchase/Owner Installed, Owner Purchase/Contractor Installed and Owner Transfer/Owner Installed (the "**Category 3 Equipment**") listed in Schedule 21 - Equipment List.
- (c) Project Co will, if applicable, provide mechanical and electrical rough-ins for and will coordinate, procure or transfer, transport, disconnect and reconnect mechanical and electrical services to and install or reinstall in accordance with manufacturer's

instructions, as applicable, all items marked as Contractor Procure/Contractor Installed and Contractor Transfer/Contractor Installed (the "**Category 4 Equipment**") listed in Schedule 21 - Equipment List.

- (d) Project Co will, if applicable, provide mechanical and electrical rough-ins for and will coordinate, procure, deliver, install, commission, maintain, repair, decommission, upgrade and replace all equipment identified in the Technical Requirements other than the Category 2 Equipment, the Category 3 Equipment and the Category 4 Equipment (the "**Category 5 Equipment**").

22.3 Final Hook-Ups

- (a) Project Co shall be responsible for all plumbed or hardwired final hook-ups of the Equipment in accordance with the Existing Design.

22.4 Maintenance of Equipment

- (a) Where and to the extent required by or indicated in Schedule 21 - Equipment List, Project Co is responsible for the ongoing maintenance, repair and replacement, as necessary, of the Equipment. Such maintenance, repair and replacement shall be undertaken in accordance with Schedule 15 - Output Specifications, Schedule 21 - Equipment List and Schedule 24 - Expiry Transition Procedure.

22.5 Substitutions of Equipment

- (a) Project Co shall not make any substitutions of the Category 4 Equipment or the Category 5 Equipment without the prior written consent of NBGH, in its sole discretion. Project Co shall provide NBGH with sufficient information to allow NBGH to determine whether the proposed substitute is at least equivalent to the item it is to replace. This Section 22.5 shall not limit any other restrictions on substitutions of Equipment under this Project Agreement.

22.6 Standards for Equipment

- (a) Without limiting the generality of Section 29.1, Project Co shall cause all Equipment procured by Project Co to be:
- (i) of the type specified in, and required to satisfy, the Technical Requirements;
 - (ii) new and of good quality;
 - (iii) maintained in a safe, serviceable and clean condition in accordance with the Technical Requirements and Good Industry Practice;
 - (iv) in respect of Equipment which is not specified in the Technical Requirements, compatible with the Existing Design; and
 - (v) in compliance with all Applicable Law.

- (b) Project Co shall, as soon as practicable after receiving a request from the NBGH Representative, supply to the NBGH Representative evidence to demonstrate its compliance with this Section 22.6.

22.7 Decommissioning of Equipment

- (a) NBGH may, subject to and in accordance with Schedule 22 - Variation Procedure, require Project Co to arrange for the safe disposal of any Equipment in accordance with Good Industry Practice, all Applicable Law and the requirements of any Governmental Authority.
- (b) Any and all net proceeds of such disposition shall, at NBGH's option, either be credited to NBGH or paid to NBGH.
- (c) For greater certainty, this Section 22.7 shall not apply to the Category 5 Equipment, which Project Co is required to decommission in accordance with Sections 22.2(e).

22.8 Minimizing Disruptions

- (a) Project Co shall perform its procurement, delivery, installation, commissioning, maintenance, repair, decommissioning, upgrade and replacement of Equipment so as to minimize, to the greatest extent reasonably possible, any disruption of the Project Operations or the performance of the Hospital Services. Project Co acknowledges and agrees that such activities may require work outside of normal working hours in order to accommodate the efficient operation of the Facility.

22.9 Training

- (a) For and in respect of each item of Equipment procured by Project Co and operated by NBGH, Project Co shall, in accordance with Schedule 14 - Outline Commissioning Program, provide or, at its cost, arrange for adequate, appropriate and timely training in the item's proper operation and maintenance for all applicable NBGH staff.
- (b) In addition to all training based on the manufacturer's or Supplier's suggested requirements or as specified in the Output Specifications, Project Co shall provide such training as may be required by any Governmental Authority or by a prudent hospital facility operator or hospital equipment service provider operating and maintaining similar equipment procured for a major acute care hospital and mental health centre in Canada.

22.10 Scheduling of Equipment Procurement and Installation

- (a) Project Co shall schedule the procurement and installation of all Equipment, and shall incorporate the timing of procurement and installation of all Equipment into the Works Schedule and the Final Commissioning Program.
- (b) NBGH shall procure and install any Equipment for which it is responsible in accordance with the Works Schedule and the Final Commissioning Program.

- (c) Project Co shall commission the Equipment as part of the Project Co Commissioning in accordance with the Final Commissioning Program.

23. LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN

23.1 LEED Design and Construction Obligations

- (a) NBGH represents and warrants that the Project has been registered with the USGBC, and that the Facility has been designed to achieve the following 5 prerequisites under the LEED Rating System:
- (i) EAp2 – Minimum Energy Performance;
 - (ii) EAp3 – CFC Reduction in HVAC & R Equipment;
 - (iii) MRp1 – Storage & Collection of Recyclables;
 - (iv) EQp1 – Minimum IAQ Performance; and
 - (v) EQp1 – Environmental Tobacco Smoke (ETS) Control.
- (b) NBGH represents and warrants that the Facility has been designed to achieve no fewer than 14 of the following 16 credits under the LEED Rating System:
- (i) Credit SSc42 – Alternative Transportation;
 - (ii) Credit SSc52 – Reduce Site Disturbance;
 - (iii) Credit SSc62 – Stormwater Management (Treatment to Reduce Total Suspended Solid (TSS) and Total Phosphorous (TP));
 - (iv) Credit SSc72 – Landscape & Exterior Design to Reduce Heat Islands;
 - (v) Credit SSc8 – Light Pollution Reduction;
 - (vi) Credit WEc11 – Water Efficient Landscaping;
 - (vii) Credit WEc12 – Water Efficient Landscaping (No Potable Use for Irrigation);
 - (viii) Credit WEc31 – Water Use Reduction;
 - (ix) Credit EAc1 – Optimize Energy Performance;
 - (x) Credit EAc4 – Ozone Depletion;
 - (xi) Credit EQc2 – Increase Ventilation Effectiveness;
 - (xii) Credit EQc5 – Indoor Chemical & Pollutant Source Control;

- (xiii) Credit EQc71 – Thermal Comfort (Comply with ASHRAE 55-192);
 - (xiv) Credit EQc72 – Thermal Comfort (Permanent Monitoring System);
 - (xv) Credit IDc11 – Innovation in Design - Education; and
 - (xvi) Credit IDc2 – LEED Accredited Professional.
- (c) Project Co shall perform the Works so as to achieve the remaining prerequisites and credits required to achieve the LEED Certification and, except as set out in Section 23.2, may, in its sole discretion, determine which prerequisites and credits to pursue.

23.2 Mandatory Prerequisites and Credits

- (a) Project Co shall, at a minimum, achieve, or contribute to the achievement of, the following 2 prerequisites under the LEED Rating System:
- (i) SSp1 – Erosion & Sedimentation Control; and
 - (ii) EAp1 – Fundamental Building Systems Commissioning.
- (b) Project Co shall, at a minimum, achieve, or contribute to the achievement of, the following 12 credits under the LEED Rating System:
- (i) Credit EAc3 – Additional Commissioning;
 - (ii) Credit EAc5 – Measurement & Verification;
 - (iii) Credit MRc21 – Construction Waste Management (Divert 50% of Construction Waste from the Landfill);
 - (iv) Credit MRc22 – Construction Waste Management (Divert 75% of Construction Waste from the Landfill);
 - (v) Credit MRc41 – Recycled Content;
 - (vi) Credit MRc51 – Local/Regional Materials;
 - (vii) Credit EQc31 – Construction IAQ Management Plan (During Construction);
 - (viii) Credit EQc32 – Construction IAQ Management Plan (Before Occupancy);
 - (ix) Credit EQc41 – Low-Emitting Materials (Adhesive & Sealants);
 - (x) Credit EQc42 – Low-Emitting Materials (Paint);
 - (xi) Credit EQc43 – Low-Emitting Materials (Carpet); and
 - (xii) Credit EQc44 – Low-Emitting Materials (Composite Wood).

- (c) Project Co shall, subject to and in accordance with Schedule 22 - Variation Procedure, be entitled to a Variation if, in respect of the credits described in Sections 23.2(b)(ix), 23.2(b)(x), 23.2(b)(xi) and 23.2(b)(xii), the Existing Design does not specify materials which meet the requirements for achievement of any such credit and Project Co has notified NBGH of same.

23.3 LEED Progress Reports

- (a) As part of each Works Report, Project Co shall submit a progress report comparing actual construction and procurement activities with LEED Certification requirements and addressing, *inter alia*, the following items:
- (i) Credits MRc21 and MRc22 – waste reduction progress reports;
 - (ii) Credit MRc41 – product data indicating percentages by weight of post-consumer and post-industrial recycled content and a statement indicating the cost of each product having recycled content;
 - (iii) Credit MRc51 – product data indicating origin of materials and a statement indicating the cost and distance from the manufacturer to the Site of each regionally manufactured material and/or the cost and distance from the point of extraction, harvest or recovery to the Site of each raw material used in regionally manufactured materials;
 - (iv) Credit EQc41 – product data for adhesives and sealants used on the interior of the Facility indicating VOC content of each product used;
 - (v) Credit EQc42 – product data for paints and coatings used on the interior of the Facility indicating chemical composition and VOC content of each product used;
 - (vi) Credit EQc43 – product data for carpet products confirming Greenseal compliance; and
 - (vii) Credit EQc44 – product data for composite wood and agrifiber products indicating that products contain no added urea-formaldehyde resin.

23.4 LEED Certification

- (a) Project Co shall apply to the USGBC to obtain LEED Certification for the Facility as soon as possible, and, in any event, within 24 months after the Substantial Completion Date.
- (b) If, after the date of this Project Agreement, there is a change in the requirements for achievement of LEED Certification under the LEED Rating System, and Project Co is required by the USGBC to comply with such change, then Project Co shall notify NBGH of such change and such change shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation.

- (c) In the event that LEED Certification is not obtained within 24 months after the Substantial Completion Date (other than as a direct result of a breach by NBGH of the representations and warranties in Section 23.1 or any act or omission of NBGH or any NBGH Party), Project Co shall pay to NBGH liquidated damages in the amount of \$[REDACTED]. The Parties agree that such liquidated damages are not a penalty but represent a genuine and reasonable pre-estimate of the damages that NBGH will suffer as a result of the happening of the specified event and would be difficult or impossible to quantify upon the happening of the specified event. Such payment shall constitute full and final settlement of any and all damages that may be claimed by NBGH as a result of Project Co not achieving LEED Certification and, for greater certainty, a failure by Project Co to obtain any of the mandatory prerequisites or credits set out in Section 23.2 or to achieve LEED Certification shall not be a Project Co Event of Default. The Parties agree that such liquidated damages shall be payable whether or not NBGH incurs or mitigates its damages, and that NBGH shall not have any obligation to mitigate any such damages.

24. INDEPENDENT CERTIFIER

24.1 Appointment

- (a) On or prior to Financial Close, the Parties shall appoint a suitably qualified and experienced consultant to act as the Independent Certifier for the purposes of this Project Agreement, and shall enter into an agreement with the Independent Certifier substantially in the form of Schedule 6 - Independent Certifier Agreement.

24.2 Role of Independent Certifier

- (a) The general role, obligations and functions of the Independent Certifier are described in Schedule 6 - Independent Certifier Agreement.

24.3 Changes to Terms of Appointment

- (a) Neither NBGH nor Project Co shall without the other's prior written approval (not to be unreasonably withheld or delayed):
- (i) waive, settle, compromise or otherwise prejudice any rights or claims which the other may from time to time have against the Independent Certifier; or
 - (ii) vary the terms of the Independent Certifier Agreement or the service performed or to be performed by the Independent Certifier.
- (b) The Parties shall perform their respective obligations arising under or in connection with the Independent Certifier Agreement.

24.4 Right to Change Appointment

- (a) The Parties acknowledge that the Independent Certifier shall provide certain services and reports to Project Co, the Lenders and the Project Co Parties in addition to performing the

functions of the Independent Certifier under this Project Agreement. The Parties may agree to terminate the Independent Certifier Agreement upon 30 days notice to the Independent Certifier. If such notice is given, then, pursuant to Section 24.7, a new Independent Certifier will be appointed. The Parties agree that, notwithstanding the 30 days' notice of termination, the Independent Certifier shall continue on a day-to-day basis thereafter until a new Independent Certifier is appointed.

24.5 Cooperation

- (a) The Parties agree to cooperate with each other generally in relation to all matters within the scope of or in connection with the Independent Certifier Agreement. All instructions and representations issued or made by either of the Parties to the Independent Certifier shall be simultaneously copied to the other and both Parties shall be entitled to attend all inspections performed by or meetings involving the Independent Certifier.

24.6 Payment of Independent Certifier

- (a) Project Co and NBGH shall share equally the responsibility for the payment of all fees and costs of the Independent Certifier.

24.7 Replacement

- (a) In the event of the Independent Certifier's engagement being terminated otherwise than for full performance, the Parties shall liaise and cooperate with each other in order to appoint a replacement consultant to act as the Independent Certifier as soon as reasonably practicable. The identity of any such replacement shall be as agreed by the Parties and the terms of his/her appointment shall, unless otherwise agreed, be as set out in the Independent Certifier Agreement.
- (b) In the event the Parties fail to agree upon the identity of a replacement Independent Certifier within 5 Business Days of the original Independent Certifier's appointment being terminated, then a replacement Independent Certifier shall be chosen as follows:
 - (i) each Party shall, within 5 Business Days thereafter, select 3 suitably qualified and experienced replacements that would be acceptable to that Party, and shall provide notice thereof to the other Party, with a ranking of preference for replacements;
 - (ii) if the Parties have both selected a common replacement, then such common replacement shall be the Independent Certifier, and if there is more than one common replacement, then the common replacement with the highest overall ranking (calculated by adding together the ordinal rank assigned by both Parties) shall be selected, and in the event of a tie, the lowest-cost of such tied replacements shall be selected; and
 - (iii) if the Parties have not selected a common replacement, then the determination of the new replacement may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

25. COMMISSIONING AND COMPLETION**25.1 Commissioning Activities**

- (a) Project Co shall perform all Project Co Commissioning, and shall facilitate the performance of all Hospital Commissioning, pursuant to the Final Commissioning Program.

25.2 Final Commissioning Program

- (a) Project Co shall prepare a draft of the Final Commissioning Program and shall provide a copy thereof to the Independent Certifier, the NBGH Commissioning Agent and the NBGH Representative not less than 365 days prior to the Scheduled Substantial Completion Date.
- (b) The Final Commissioning Program shall:
- (i) describe the requirements, and the timing and sequence of such requirements, necessary in order that the Project Co Commissioning shall be completed to achieve:
 - (A) Substantial Completion on or before the Scheduled Substantial Completion Date; and
 - (B) Final Completion on or before the Scheduled Final Completion Date;
 - (ii) describe the requirements, and the timing and sequence of such requirements, of the Hospital Commissioning activities;
 - (iii) comply with all requirements of the Outline Commissioning Program and include all details, including for all appendices, required to be completed in the Outline Commissioning Program;
 - (iv) be consistent with the Outline Commissioning Program and impose no greater or more onerous obligations on NBGH than those set out in the Outline Commissioning Program, unless otherwise agreed to by NBGH;
 - (v) include the names of the individuals or companies proposed to perform all Project Co Commissioning;
 - (vi) include a schedule of each of the Project Co Commissioning Tests and the Hospital Commissioning Tests proposed to be performed and the timeframe for completion, with start and end dates;
 - (vii) include a schedule of meetings to be held between the Parties to coordinate the performance of the Project Co Commissioning and the Hospital Commissioning;

- (viii) provide for the re-verification of systems following the Hospital Commissioning; and
 - (ix) list the approvals required from any Governmental Authority, manufacturer or other person that are necessary to meet the requirements of the Final Commissioning Program or Applicable Law.
- (c) NBGH shall provide Project Co with comments on the draft Final Commissioning Program in accordance with Schedule 10 - Review Procedure, and Project Co shall revise the draft Final Commissioning Program to the extent required by Schedule 10 - Review Procedure within 30 days of receipt of any comments from NBGH.
- (d) When agreed by the Parties, the Final Commissioning Program shall replace the Outline Commissioning Program.

25.3 Commencement of Project Co Commissioning

- (a) Project Co shall give 30 days written notice to the Independent Certifier, the NBGH Commissioning Agent and the NBGH Representative of the commencement of the Project Co Commissioning.
- (b) Project Co shall give at least 5 Business Days' notice to, and shall invite, the Independent Certifier, the NBGH Commissioning Agent and the NBGH Representative to witness, and to comment on, each aspect of the Project Co Commissioning. Project Co shall, together with such notice, provide all information that the Independent Certifier, the NBGH Commissioning Agent and the NBGH Representative may reasonably require in relation thereto, including:
- (i) tests proposed;
 - (ii) test methodology; and
 - (iii) expected test results.

25.4 Substantial Completion Certificate

- (a) Project Co shall give the Independent Certifier and the NBGH Representative at least 10 Business Days' notice prior to the date upon which Project Co anticipates all requirements for Substantial Completion shall be satisfied.
- (b) Project Co shall give the Independent Certifier and the NBGH Representative notice (the "**Substantial Completion Notice**") upon the satisfaction of all requirements for Substantial Completion, together with Project Co's opinion as to whether the conditions for issuance of the Substantial Completion Certificate have been satisfied.
- (c) NBGH shall, within 5 Business Days after receipt of the Substantial Completion Notice, provide the Independent Certifier and Project Co with NBGH's opinion as to whether the conditions for issuance of the Substantial Completion Certificate have been satisfied and,

if applicable, any reasons as to why it considers that the Substantial Completion Certificate should not be issued.

- (d) Within 5 Business Days after Project Co's receipt of NBGH's opinion pursuant to Section 25.4(c), the Parties shall cause the Independent Certifier to determine whether the conditions for issuance of the Substantial Completion Certificate have been satisfied, having regard for the opinions of both Project Co and NBGH, and to issue to NBGH and to Project Co either:
- (i) the Substantial Completion Certificate, setting out in such certificate the Substantial Completion Date; or
 - (ii) a report detailing the matters that the Independent Certifier considers are required to be performed by Project Co to satisfy the conditions for issuance of the Substantial Completion Certificate.
- (e) Where the Independent Certifier has issued a report in accordance with Section 25.4(d)(ii) and Project Co has not referred a Dispute in relation thereto for resolution in accordance with Schedule 27 - Dispute Resolution Procedure, Project Co shall, within 5 Business Days after receipt of such report, provide the Independent Certifier and the NBGH Representative with:
- (i) a detailed list indicating the rectification actions proposed for all matters raised in such report;
 - (ii) the schedule for completion of all such rectification actions; and
 - (iii) any additional Project Co Commissioning that needs to be undertaken as a result of the rectification actions,

and Project Co shall perform all such additional rectification actions and Project Co Commissioning in a timely manner. Upon completion thereof, Project Co may give a further Substantial Completion Notice and Sections 25.4(c) to (e), inclusive, shall be repeated until the Substantial Completion Certificate has been issued.

- (f) The Independent Certifier's decision to issue or not to issue the Substantial Completion Certificate shall be final and binding on the Parties solely in respect of determining the Payment Commencement Date, and a Dispute in relation to the Payment Commencement Date shall not be subject to resolution pursuant to the Dispute Resolution Procedure, provided, however, that any other Dispute in relation to the Independent Certifier's decision to issue or not to issue the Substantial Completion Certificate may be referred for resolution pursuant to the Dispute Resolution Procedure.

25.5 Operation and Maintenance Manuals

- (a) Project Co shall prepare and deliver to NBGH all necessary Facility operation and maintenance manuals 30 days prior to the Scheduled Substantial Completion Date. From and after such date and throughout the remainder of the Project Term, Project Co shall

prepare and keep current, and at all reasonable times make available to NBGH, such operation and maintenance manuals and all other such manuals prepared from time to time for the Facility.

25.6 Hospital Commissioning

- (a) The Parties acknowledge that the Hospital Commissioning shall be performed both before and after the Substantial Completion Date. Prior to Substantial Completion, Project Co shall give NBGH full access to the Site, the Facility and all relevant parts thereof at such times as may be set out in the Final Commissioning Program to enable NBGH to undertake the Hospital Commissioning in accordance with the Final Commissioning Program. NBGH shall comply, and shall ensure that all NBGH Parties comply, with the directions, procedures and safety guidelines established by Project Co for the Site and shall use commercially reasonable efforts to minimize disruption to the Project Operations in performing the Hospital Commissioning.
- (b) NBGH acknowledges that, during the Hospital Commissioning Period, Project Co and its Subcontractors will be active in the Facility in both the rectification of Minor Deficiencies and the completion of Project Co Commissioning, and NBGH shall take commercially reasonable steps to allow such activities to proceed in accordance with the Final Commissioning Program.

25.7 Countdown Notice

- (a) Project Co shall deliver a notice (the "**Countdown Notice**") to NBGH specifying the date (which, for greater certainty, will be on or before the Scheduled Substantial Completion Date) on which Project Co anticipates that Substantial Completion will be achieved (the "**Anticipated Substantial Completion Date**").
- (b) The Countdown Notice shall be delivered not less than 180 days prior to the Anticipated Substantial Completion Date. If Project Co fails to give NBGH the Countdown Notice not less than 180 days prior to the Scheduled Substantial Completion Date, the Anticipated Substantial Completion Date shall be deemed to be the same date as the Scheduled Substantial Completion Date.
- (c) Project Co acknowledges and agrees that NBGH requires a minimum of 180 days notice prior to the Anticipated Substantial Completion Date to prepare for the Hospital Commissioning.
- (d) In accordance with Section 21.4(a), the Anticipated Substantial Completion Date shall not be earlier than the Scheduled Substantial Completion Date without the prior written consent of NBGH, in its sole discretion.

25.8 Minor Deficiencies

- (a) In the event that Minor Deficiencies exist when Project Co applies for the Substantial Completion Certificate, the Independent Certifier, in consultation with Project Co and NBGH, shall, within 15 Business Days of Project Co's application, prepare a list of all

Minor Deficiencies (the "**Minor Deficiencies List**") identified at that time and an estimate of the cost and the time for rectifying such Minor Deficiencies.

- (b) The Minor Deficiencies List will contain the schedule for the completion and rectification of the Minor Deficiencies. In determining the relevant time for rectifying Minor Deficiencies, Project Co shall schedule the completion and rectification of Minor Deficiencies so as to minimize, to the greatest extent reasonably possible, any impairment of NBGH's use and enjoyment of the Facility or disruption of the Project Operations or the performance of the Hospital Services.
- (c) The Independent Certifier must prepare the Minor Deficiencies List before the Substantial Completion Certificate is issued, but shall not withhold the Substantial Completion Certificate by reason solely that there are Minor Deficiencies.
- (d) NBGH may, in its sole discretion, waive any requirement for Substantial Completion, including with respect to Equipment, and the failure to meet any such requirement shall constitute a Minor Deficiency.

25.9 Rectification of Minor Deficiencies

- (a) Project Co shall, in consultation with the NBGH Representative and so as to minimize, to the greatest extent reasonably possible, any disruption of the Project Operations or the performance of the Hospital Services, complete and rectify all Minor Deficiencies within 45 days of the issuance of the Minor Deficiencies List or such other period as the Independent Certifier may specify in the Minor Deficiencies List.
- (b) Project Co acknowledges and agrees that the completion and rectification of Minor Deficiencies may require work outside of normal working hours in order to accommodate the efficient operation of the Facility.

25.10 Failure to Rectify Minor Deficiencies

- (a) If, within 30 days after the time specified in the Minor Deficiencies List, Project Co has failed to complete and rectify the Minor Deficiencies specified in the Minor Deficiencies List:
 - (i) NBGH may withhold from the next payment or payments otherwise due to Project Co a holdback amount that is 200% of the amount estimated by the Independent Certifier for NBGH to complete and rectify the Minor Deficiencies (to the extent then outstanding), which holdback shall be held in an interest bearing account; and
 - (ii) NBGH may engage others to perform the work necessary to complete and rectify the Minor Deficiencies, at the risk and cost of Project Co, and NBGH may deduct such cost from the holdback amount and interest earned thereon.
- (b) Upon completion and rectification of each Minor Deficiency, NBGH shall release to Project Co the amount of the holdback related to such Minor Deficiency. Upon

completion and rectification of all Minor Deficiencies, NBGH shall release to Project Co the then remaining amount of the holdback, together with all interest accrued thereon. If the cost of such completion and rectification exceeds the amount of such holdback and interest, then Project Co shall reimburse NBGH for all such excess cost.

25.11 Final Completion Certificate

- (a) Project Co shall give the Independent Certifier and the NBGH Representative at least 10 Business Days' notice prior to the date upon which Project Co anticipates all requirements for Final Completion shall be satisfied.
- (b) Project Co shall give the Independent Certifier and the NBGH Representative notice (the "**Final Completion Notice**") upon the satisfaction of all requirements for Final Completion, including the completion and rectification of all Minor Deficiencies, together with Project Co's opinion as to whether the conditions for issuance of the Final Completion Certificate have been satisfied.
- (c) NBGH shall, within 5 Business Days after receipt of the Final Completion Notice, provide the Independent Certifier and Project Co with NBGH's opinion as to whether the conditions for issuance of the Final Completion Certificate have been satisfied and, if applicable, any reasons as to why it considers that the Final Completion Certificate should not be issued.
- (d) Within 5 Business Days after Project Co's receipt of NBGH's opinion pursuant to Section 25.11(c), the Parties shall cause the Independent Certifier to determine whether the conditions for issuance of the Final Completion Certificate have been satisfied, having regard for the opinions of both Project Co and NBGH, and to issue to NBGH and to Project Co either:
 - (i) the Final Completion Certificate, setting out in such certificate the Final Completion Date; or
 - (ii) a report detailing the matters that the Independent Certifier considers are required to be performed by Project Co to satisfy the conditions for issuance of the Final Completion Certificate.
- (e) Where the Independent Certifier has issued a report in accordance with Section 25.11(d)(ii) and Project Co has not referred a Dispute in relation thereto for resolution in accordance with Schedule 27 - Dispute Resolution Procedure, Project Co shall, within 5 Business Days after receipt of such report, provide the Independent Certifier and the NBGH Representative with:
 - (i) a detailed list indicating the rectification actions proposed for all matters raised in such report;
 - (ii) the schedule for completion of all such rectification actions; and

- (iii) any additional Project Co Commissioning that needs to be undertaken as a result of the rectification actions,

and Project Co shall perform all such additional rectification actions and Project Co Commissioning in a timely manner. Upon completion thereof, Project Co may give a further Final Completion Notice and Sections 25.11(c) to (e), inclusive, shall be repeated until the Final Completion Certificate has been issued.

- (f) Any Dispute in relation to the Independent Certifier's decision to issue or not to issue the Final Completion Certificate may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

25.12 Effect of Certificates/Use

- (a) The issue of the Substantial Completion Certificate and the Final Completion Certificate, any taking over or use by NBGH of any part of the Facility under the terms of this Project Agreement, and any commencement of any Hospital Services shall, in no way:
 - (i) limit the obligations of Project Co under this Project Agreement including in respect of any defects, deficiencies or items of outstanding work existing or discovered prior to or after the date of any of such certificates or the date of the Minor Deficiencies List; or
 - (ii) be construed as an approval by NBGH of the Works or the way in which they have been carried out.

26. PROJECT CO SERVICE OBLIGATIONS

26.1 Overall Responsibility

- (a) Project Co shall, following the Substantial Completion Date, perform the Project Co Services:
 - (i) so as to satisfy the Output Specifications; and
 - (ii) in accordance with the other terms of this Project Agreement.

26.2 Commencement of Services

- (a) Project Co shall commence the Project Co Services on the day immediately after the Substantial Completion Date and shall provide the Project Co Services until the end of the Operational Term.

26.3 Coordination and No Disruption to NBGH

- (a) Project Co shall perform the Project Co Services so as to coordinate with the operations of NBGH and the NBGH Parties on the Site and in the Facility and shall use

commercially reasonable efforts not to adversely interfere with the operations of NBGH and any NBGH Party, including the performance of the Hospital Services.

26.4 No Closure of Facility

- (a) During the Project Term, and notwithstanding any Relief Event, Project Co shall not close all or any portion of the Facility in any circumstances other than as directed or approved by NBGH, acting reasonably.

26.5 Equipment for Project Co Services

- (a) Project Co will procure, deliver, install, commission, maintain, repair, decommission, upgrade and replace any equipment required by Project Co to provide the Project Co Services.

27. MAINTENANCE

27.1 Maintenance Plans

- (a) No later than 90 days prior to the Scheduled Substantial Completion Date, Project Co shall submit to the NBGH Representative for review pursuant to Schedule 10 - Review Procedure, the Scheduled Maintenance Plan for the first Contract Year and the Five Year Maintenance Plan for the first 5 Contract Years, and shall update such plans as provided for in the Output Specifications annually thereafter.
- (b) Project Co shall perform the Maintenance Work as identified in the Scheduled Maintenance Plan, and, without limiting Project Co's other obligations in respect of the performance of the Project Operations, shall undertake all Maintenance Work:
 - (i) in accordance with the Output Specifications;
 - (ii) at the times scheduled for such Maintenance Work;
 - (iii) in accordance with Good Industry Practice;
 - (iv) in a manner that allows the Facility to remain operational at all times; and
 - (v) otherwise in accordance with the Scheduled Maintenance Plan.

27.2 Revisions to Scheduled Maintenance Plan

- (a) No later than 30 days prior to the commencement of any Quarter, Project Co may submit to the NBGH Representative a revision to the applicable Scheduled Maintenance Plan for the Contract Year in which the relevant Quarter falls showing the effect of the proposed changes. If Project Co is entitled to proceed with such changes pursuant to Schedule 10 - Review Procedure, then the Scheduled Maintenance Plan as so amended shall become the Scheduled Maintenance Plan in respect of that Quarter.

- (b) Without limiting the comments that may be made pursuant to Schedule 10 - Review Procedure in relation to the submission of any Scheduled Maintenance Plan, NBGH, acting reasonably, may comment "**Reviewed as Noted**" or "**Rejected**" on any revision to any Scheduled Maintenance Plan pursuant to this Section 27.2 on the grounds that:
- (i) performing the Scheduled Maintenance in the period or at the times suggested would (on the balance of probabilities) materially interfere with the performance of the Hospital Services and such material interference could be avoided or mitigated by Project Co rescheduling the Scheduled Maintenance;
 - (ii) performing the Scheduled Maintenance in the period or at the times suggested would (on the balance of probabilities) materially adversely affect the safety of patients, volunteers or other users of the Facility and such material adverse effect could be avoided or mitigated by Project Co rescheduling the Scheduled Maintenance; or
 - (iii) the period for performing the Scheduled Maintenance would (on the balance of probabilities) exceed the period reasonably required for the relevant work.

27.3 NBGH Change in Timing

- (a) Notwithstanding the establishment of or entitlement to proceed with any Scheduled Maintenance Plan, the NBGH Representative may, at any time and from time to time, require Project Co to accelerate or defer any Scheduled Maintenance by giving written notice to Project Co not less than 15 Business Days prior to the scheduled date for performing such Scheduled Maintenance, which notice shall set out the time and periods at or during which NBGH requires the Scheduled Maintenance to be performed.
- (b) Within 5 Business Days after receipt by Project Co of a notice referred to in Section 27.3(a), Project Co shall notify NBGH of the amount of any additional reasonable costs which it estimates it shall incur as a direct consequence of such acceleration or deferral (the "**Estimated Increased Maintenance Costs**"). NBGH shall, within 5 Business Days after receipt by NBGH of notification of the amount of the Estimated Increased Maintenance Costs, at its option, either confirm or withdraw its request to accelerate or defer the Scheduled Maintenance. If NBGH does not respond within 5 Business Days, the request shall be deemed to have been withdrawn. NBGH shall reimburse Project Co for any reasonable costs actually incurred by Project Co as a consequence of such acceleration or deferral up to, but not exceeding, the amount of the Estimated Increased Maintenance Costs.

27.4 Unscheduled Maintenance Work

- (a) If, in circumstances other than an Emergency, the need arises for Maintenance Work (excluding any work of a *de minimis* nature in respect of which this Section 27.4 does not apply) that is not scheduled to be carried out as part of the Scheduled Maintenance ("**Unscheduled Maintenance Work**"), Project Co shall promptly notify the NBGH Representative of the proposed commencement date, the proposed hours of work and estimated duration of the Unscheduled Maintenance Work.

- (b) Project Co shall be entitled to perform the Unscheduled Maintenance Work at the time set out in its notice unless NBGH, acting reasonably and for purposes related to the provision of Clinical Services or to patient safety, requires Project Co to defer or accelerate such Unscheduled Maintenance Work. For greater certainty, Project Co shall not be entitled to recover from NBGH any costs or losses incurred by Project Co as a consequence of any deferral or acceleration of Unscheduled Maintenance Work, and nothing in this Section 27.4 shall prevent NBGH from making any adjustments to the Monthly Service Payments in accordance with Schedule 20 - Payment Mechanism.

27.5 Emergency Maintenance Work

- (a) If, as a result of an Emergency, the need arises for Unscheduled Maintenance Work, Project Co may perform such Unscheduled Maintenance Work, provided that Project Co shall notify the NBGH Representative as soon as possible (and in any event within 2 Business Days of the occurrence of the Emergency) of the reasons for and extent of the Unscheduled Maintenance Work.
- (b) Project Co shall use commercially reasonable efforts to minimize the duration of such Unscheduled Maintenance Work and its impact upon the performance of the Hospital Services. Project Co acknowledges and agrees that Unscheduled Maintenance Work may require work outside of normal working hours in order to accommodate the efficient operation of the Facility.
- (c) Nothing in this Section 27.5 shall prevent NBGH from making any adjustments to the Monthly Service Payments in accordance with Schedule 20 - Payment Mechanism.

27.6 Other Maintenance Work

- (a) The Maintenance Work specified in the Scheduled Maintenance Plan shall not limit Project Co's obligations to perform Maintenance Work.

27.7 Plant Services Information Management System

- (a) Prior to issuance of the Substantial Completion Certificate, Project Co shall create and commission the Plant Services Information Management System and, throughout the Operational Term, shall maintain same as provided in the Output Specifications.

27.8 Performance Audits

- (a) If NBGH reasonably believes that Project Co is in breach of its obligations with respect to Maintenance Work, including:
- (i) under this Section 27;
 - (ii) under the Output Specifications; or
 - (iii) in respect of any defects, deficiencies or items of outstanding work that should have been completed as part of the Works,

then NBGH may cause to be performed, by an arm's length consultant appointed by NBGH, a performance audit, inspection and survey of the Facility to assess whether the Facility has been and is being maintained by Project Co in accordance with Project Co's obligations (the "**Performance Audit**").

- (b) NBGH shall notify Project Co in writing at least 10 Business Days prior to the date that NBGH wishes to cause a Performance Audit to be undertaken. NBGH shall, acting in good faith, consider any reasonable request by Project Co for the Performance Audit to be performed on an alternative date if such request is made by Project Co in writing at least 5 Business Days prior to the date originally requested by NBGH, on the basis that performing the Performance Audit on the date originally requested by NBGH would materially prejudice Project Co's ability to provide the Project Co Services.
- (c) When causing any Performance Audit to be undertaken, NBGH shall use commercially reasonable efforts to minimize any disruption caused to the provision of the Project Co Services. The cost of a Performance Audit, except where Section 27.8(d) applies, shall be borne by NBGH. Project Co shall provide NBGH, at no additional cost or charge, with any reasonable assistance required by NBGH from time to time during the Performance Audit.
- (d) If a Performance Audit shows that Project Co has not performed or is not performing its obligations in any material respect, NBGH shall:
 - (i) provide Project Co with a written notice of non-compliance;
 - (ii) provide Project Co with instructions regarding rectification or Maintenance Work required to be performed by Project Co in order for Project Co to perform its obligations;
 - (iii) specify a reasonable period of time within which Project Co must perform such rectification or Maintenance Work;
 - (iv) be entitled, pursuant to Section 27.8(e), to be paid or reimbursed by Project Co for the costs of the Performance Audit and any administrative costs incurred by NBGH in relation to the Performance Audit; and
 - (v) be entitled to exercise all rights pursuant to Section 31.
- (e) If a Performance Audit shows that Project Co has not performed or is not performing its obligations in any material respect, Project Co shall:
 - (i) perform any rectification or Maintenance Work required by NBGH within a reasonable period of time specified by NBGH, and be responsible for any costs incurred in performing such rectification or Maintenance Work; and
 - (ii) pay or reimburse NBGH for the costs of the Performance Audit and any administrative costs incurred by NBGH in relation to the Performance Audit.

- (f) Nothing in this Section 27.8 shall limit or restrict NBGH's rights hereunder to perform any other performance audits, inspections and surveys at its own cost and expense.
- (g) NBGH's right to cause a Performance Audit to be undertaken may not be exercised more than once every 180 days unless a Performance Audit shows that Project Co has not performed or is not performing its obligations in any material respect.

28. HUMAN RESOURCES

28.1 Project Co Covenants with respect to Affected Hospital Employees

- (a) Project Co agrees:
 - (i) to employ, or to cause a Project Co Party to employ, the Affected Hospital Employees;
 - (ii) in doing so, to stand, or to cause the relevant Project Co Party to stand, with respect to work usually performed by the Affected Hospital Employees, in the place of the employer for the purposes of the Collective Agreement, and to enter into, or to cause the relevant Project Co Party to enter into, an agreement with the bargaining agent of the Affected Hospital Employees to that effect before the Transfer Date. Such agreement, except as otherwise agreed by Project Co or the relevant Project Co Party, as the case may be, and the applicable bargaining agent, shall take effect and be applicable on the Transfer Date;
 - (iii) to act in such a way, or to cause the relevant Project Co Party to act in such a way, as to ensure compliance with any contracting out provisions of the Collective Agreement; and
 - (iv) for greater certainty, and without limiting the generality of Project Co's obligations under this Project Agreement, that Project Co shall ensure that it and the relevant Project Co Party complies with this Section 28 and Schedule 17 - Employee Transition, and, notwithstanding that employees may be transferred under this Project Agreement to a Project Co Party, if such Project Co Party acts otherwise than in accordance with, or acts in a manner inconsistent with, the provisions of this Section 28 and Schedule 17 - Employee Transition, Project Co will be in breach of this Project Agreement.

28.2 Project Co Covenants with respect to the Collective Agreement

- (a) Subject to Section 28.2(b), Project Co shall recognize, or shall ensure that the relevant Project Co Party recognizes, the service that all Transferred Employees have accrued on or before the Transfer Date for the purposes of determining seniority and all other entitlements under the terms of the Collective Agreement and any other statutory entitlements, and shall comply with its obligations thereunder.
- (b) Project Co shall either:

- (i) confirm that it or the relevant Project Co Party is currently a participating employer under the Applicable Pension Plan;
- (ii) take, or cause the relevant Project Co Party to take, all steps necessary to ensure that it or the relevant Project Co Party receives confirmation that it is a participating employer under the Applicable Pension Plan on or before the Transfer Date;
- (iii) effective as of the Transfer Date, establish, or cause the relevant Project Co Party to establish, a new registered pension plan to provide pension benefits to the Transferred Employees, in respect of service on and after the Transfer Date, in compliance with the Collective Agreement in effect as of the Transfer Date; or
- (iv) effective as of the Transfer Date, designate, or cause the relevant Project Co Party to designate, an existing registered pension plan to provide pension benefits to the Transferred Employees, in respect of service on and after the Transfer Date, in compliance with the Collective Agreement in effect as of the Transfer Date.

With respect to Sections 28.2(b)(iii) and (iv), where service is a relevant criterion, Project Co agrees to recognize, or to cause the relevant Project Co Party to recognize, the service of each Transferred Employee that was accrued to the Transfer Date for the purpose of determining eligibility for membership in, vesting in and eligibility for entitlement to benefits under Project Co's or such Project Co Party's pension plan. With respect to Sections 28.2(b)(iii) and (iv), Project Co shall ensure, or shall cause the relevant Project Co Party to ensure, that each Transferred Employee who did not participate in the Applicable Pension Plan immediately prior to the Transfer Date shall be eligible to participate in Project Co's, or the relevant Project Co Party's, pension plan in accordance with the terms thereof on or after the Transfer Date.

- (c) Project Co agrees that, effective as of the Transfer Date, it shall establish, or cause the relevant Project Co Party to establish, new benefit plans or shall designate, or cause the relevant Project Co Party to designate, any existing benefit plans to provide extended health and medical benefits to the Transferred Employees in compliance with the Collective Agreement in effect as of the Transfer Date. Where service is a relevant criterion, Project Co agrees to recognize, or to cause the relevant Project Co Party to recognize, the service of each Transferred Employee that was accrued to the Transfer Date for the purpose of determining eligibility for membership in and entitlement to benefits under Project Co's or such Project Co Party's benefit plans. Project Co shall waive, or cause the relevant Project Co Party to waive, any pre-existing medical condition or other restriction that would prevent immediate and full participation of any Transferred Employee in the benefit plans of Project Co or the relevant Project Co Party, except where a pre-existing medical condition or restriction prevented any such Transferred Employee from fully participating in any benefit plan immediately prior to the Transfer Date, in which case such Transferred Employee's participation in the benefit plans of Project Co or the relevant Project Co Party will be subject to the valid terms of such benefit plans. Project Co shall ensure, or shall cause the relevant Project Co Party to ensure, that each Transferred Employee who did not participate in the applicable

Hospital's benefit plans immediately prior to the Transfer Date shall be eligible to participate in Project Co's, or the relevant Project Co Party's, benefit plans in accordance with the terms thereof on or after the Transfer Date.

- (d) Subject to Schedule 17 - Employee Transition, each Transferred Employee shall cease to participate in and accrue benefits under the applicable Hospital's pension and benefit plans and shall commence participation in the pension and benefit plans of Project Co or the relevant Project Co Party on the Transfer Date.

28.3 Transfer of Employees

- (a) The mechanics of the transfer of the Affected Hospital Employees shall be governed by Schedule 17 - Employee Transition. The transfer of employees shall occur on the Transfer Date.

28.4 Admittance of Personnel

- (a) NBGH shall have the right to refuse admittance to, or order the removal from the Site and/or the Facility of any person employed by (or acting on behalf of) Project Co, or any Project Co Party, whose presence, in the reasonable opinion of NBGH, is likely to have an adverse effect on the performance of the Hospital Services or who, in the reasonable opinion of NBGH, is not a fit and proper person to be at the Site and/or the Facility for any reason, including a failure to comply with Hospital Policy or any immediate obligation of NBGH to ensure the safety and well-being of persons at the Site and/or the Facility.

28.5 Confirmation of Action

- (a) Any action taken under Section 28.4 shall promptly be confirmed by NBGH to Project Co and, for greater certainty, shall not relieve Project Co of any of its obligations under this Project Agreement.

28.6 Notification of Personnel

- (a) If and when so requested by NBGH, Project Co shall, within 3 Business Days of such request, provide a list of the names of all persons it expects may require admission, in connection with this Project Agreement, to any premises occupied by NBGH, specifying the capacities in which those persons are concerned with this Project Agreement and, subject to Applicable Law or the terms of the Collective Agreement, giving such other particulars as NBGH may reasonably require.

28.7 Finality as to Admission

- (a) The decision of NBGH as to whether any person is to be refused admission shall be final and conclusive.

28.8 Adherence to Hospital Policies

- (a) Project Co shall ensure that it and all Project Co Parties comply at all times with Hospital Policy and any regulations, policies or directions set by any Governmental Authority.

28.9 Change in Hospital Policy

- (a) NBGH shall notify Project Co of any proposed change in Hospital Policy as soon as practicable. Notwithstanding anything else in this Project Agreement, any change in Hospital Policy shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation if, and only if, such change constitutes or necessitates a change in the Output Specifications or increases the Direct Costs to Project Co of providing the Project Co Services.
- (b) Project Co may, within 90 days of becoming aware of same, notify NBGH, in writing, that a change in Hospital Policy either constitutes or necessitates a change in the Output Specifications or increases the Direct Costs to Project Co of providing the Project Co Services. Within 15 Business Days of receipt of such notice, NBGH shall respond to Project Co, indicating whether or not it agrees that such a change has occurred. If it does agree, NBGH shall initiate the procedure set out in Schedule 22 - Variation Procedure as soon as reasonably practicable. If it does not agree, NBGH shall not issue a Variation Enquiry and the matter may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.
- (c) For greater certainty, where an immediate change to Hospital Policy is required in the interest of patient or public safety, such change shall be effective notwithstanding that the procedure in Schedule 22 - Variation Procedure, if applicable in the circumstances, is not yet complete.

28.10 Waiver of Policies

- (a) NBGH may, in its sole discretion, notify Project Co that Project Co shall not be obliged, for any period of time specified by NBGH in such notice, to comply with any change to any Hospital Policy and that Project Co should continue to comply, and cause all Project Co Parties to comply, with the relevant Hospital Policy prior to any change, in which case, to the extent that such change to Hospital Policy would otherwise (in accordance with the provisions of Section 28.9) result in a Variation, such change shall not take effect as a Variation in accordance with Schedule 22 - Variation Procedure.

28.11 Staff Competency

- (a) Project Co shall ensure that:
 - (i) there shall at all times be a sufficient number of employees (including all relevant grades of supervisory staff) engaged in the provision of the Project Co Services with the requisite level of skill and experience. For greater certainty, this obligation shall include ensuring that there are sufficient employees to cover

periods of holiday, sickness, other absence, and anticipated and actual peaks in demand for each of the Project Co Services;

- (ii) all employees receive such training and supervision as is necessary to ensure the proper performance of this Project Agreement and compliance with all health and safety rules, procedures and requirements and Authority Requirements and Hospital Policy; and
- (iii) it creates and maintains, and causes all Project Co Parties to create and maintain, a process which allows it to assess, monitor and correct, on an ongoing basis, the competency of employees to ensure the proper performance of this Project Agreement.

28.12 Convictions

- (a) Project Co (to the extent permitted by Applicable Law and the terms of the Collective Agreement) shall, and shall cause each Project Co Party to, ensure that all potential employees (including, for greater certainty, permanent, part-time and contract employees but excluding the Transferred Employees) and persons who may otherwise perform any of the Project Co Services, who may reasonably be expected, in the course of their employment or engagement, to have access to children and/or vulnerable patients and/or to hold a position so requiring under Hospital Policy:
 - (i) are questioned concerning their Relevant Convictions; and
 - (ii) are required to complete and deliver to Project Co a criminal records search form.

28.13 Effect of Convictions

- (a) Project Co (to the extent permitted by Applicable Law and the terms of the Collective Agreement) shall, and shall cause each Project Co Party to, ensure that no person who discloses any Relevant Convictions, or who is found to have any Relevant Convictions following the completion of a criminal records search, in either case of which Project Co or a Project Co Party is aware or ought to be aware, is allowed access to the Site and/or the Facility to perform any of the Project Co Services.

28.14 Notification of Convictions

- (a) To the extent permitted by Applicable Law, Project Co shall ensure that NBGH is kept advised at all times of any person employed or engaged by Project Co or any Project Co Party in the provision of any of the Project Co Services who, subsequent to the commencement of such employment or engagement, receives a Relevant Conviction of which Project Co or a Project Co Party becomes aware or whose previous Relevant Convictions become known to Project Co or a Project Co Party. Project Co shall use commercially reasonable efforts to obtain, or to cause all Project Co Parties to obtain, all consents as may be required by Applicable Law or otherwise authorizing the disclosure of such information to NBGH as contemplated in this Section 28.

28.15 Disciplinary Action

- (a) NBGH, acting reasonably, may notify Project Co of any Project Co or Project Co Party employee who engages in misconduct or is incompetent or negligent in the performance of duties or whose presence or conduct on the Site or at work is otherwise considered by NBGH to be undesirable or to constitute a threat to the health and/or safety of any of the users of the Site and/or the Facility. Upon investigation, Project Co may institute, or cause the relevant Project Co Party to institute, disciplinary proceedings, which shall be in accordance with the requirements of Applicable Law and the Collective Agreement, and shall advise NBGH in writing of the outcome of any disciplinary action taken in respect of such person.

28.16 Human Resources Policies

- (a) Project Co shall ensure that there are set up and maintained by it and by all Project Co Parties, human resources policies and procedures covering all relevant matters (including discipline, grievance and health and safety). Project Co shall ensure that the terms and the implementation of such policies and procedures comply with Applicable Law, Authority Requirements, the Collective Agreement, Hospital Policy and Good Industry Practice and that they are published in written form and that copies of them (and any revisions and amendments to them) are available to NBGH on a timely basis.

28.17 Management Organizations

- (a) Project Co shall provide, and shall ensure that all Project Co Parties provide, to NBGH upon request, the names of the management teams responsible for the provision of the Project Co Services.

28.18 Health Screening

- (a) Project Co shall ensure (to the extent permitted by Applicable Law and the terms of the Collective Agreement) that all employees (including, for greater certainty, permanent, part-time and contract employees but excluding the Transferred Employees) and persons who may otherwise perform any of the Project Co Services undergo pre-employment health screening in accordance with Hospital Policy (including a medical examination, if necessary by a qualified occupational health professional) to establish, in each case, that the relevant person does not pose, at that time, any danger to the health of other persons.
- (b) Project Co shall also ensure (to the extent permitted by Applicable Law and the terms of the Collective Agreement) that all employees (including, for greater certainty, permanent, part-time and contract employees) and persons who may otherwise perform any of the Project Co Services shall undergo such medical screening, examination or treatment and provide confirmation of such testing to NBGH during the currency of this Project Agreement, when reasonably requested to do so by NBGH, as required to ensure that NBGH is able to comply with Applicable Law and in respect of the health and well-being of any NBGH Party, patients, volunteers and visitors to the Facility. Project Co shall take reasonable precautions to ensure that all permanent, part-time or contract employees or any other persons that may perform any of the Project Co Services are, at all times, in

such medical condition that they do not pose a risk, threat or danger to the health and/or well being of any NBGH Party, patients, volunteers and visitors to the Facility.

28.19 Retention of Screening Records

- (a) Project Co agrees that (to the extent permitted by Applicable Law and the terms of the Collective Agreement) it shall hold, and shall ensure that the relevant Project Co Party holds, records of all screenings, examinations or treatments referred to in this Section 28 in strict confidence and shall produce, and shall ensure that the relevant Project Co Party produces, such records (subject to requirements under Applicable Law or the terms of the Collective Agreement) for inspection by NBGH upon request by the NBGH Representative, provided that no such inspection shall take place unless the relevant employee or person has given his written consent to such inspection (to the extent such consent is required by Applicable Law or the terms of the Collective Agreement).

28.20 Report on Screening

- (a) Project Co shall (to the extent permitted by Applicable Law and the terms of the Collective Agreement) inform NBGH, or ensure that NBGH is informed, upon reasonable request by the NBGH Representative, of the outcome of each and every medical screening examination or treatment referred to in Section 28.18 with reference to the purpose of the screening, examination or treatment concerned and shall provide NBGH, or ensure that NBGH is provided, with all such other information referred to in Section 28.18, subject to requirements of Applicable Law and the terms of the Collective Agreement.

28.21 Health Risks

- (a) The NBGH Representative may (acting reasonably) refuse admittance to, or order the removal from, the Facility of any person employed or engaged in the provision of any Project Co Service for whom a report as referred to in Section 28.20 has not been received or whose presence poses or is reasonably believed to pose a risk to the health and/or well-being of any NBGH Party, patients, volunteers or visitors to the Facility, and such action, which shall forthwith be confirmed in writing by NBGH, shall not relieve Project Co of any of its obligations under this Project Agreement. In complying with any such directive, Project Co shall not be required to breach any Applicable Law.

28.22 Orientation Procedure

- (a) Project Co shall not cause, authorize or permit any person engaged or employed by Project Co or any Project Co Party in the delivery of the Project Co Services to commence the performance of their obligations until they have completed the Orientation Procedure in accordance with Hospital Policy.

28.23 Labour Disruption

- (a) Project Co shall accept, and shall ensure that each Project Co Party accepts, that the *Hospital Labour Disputes Arbitration Act* (Ontario) applies to the Project Co Services,

and, if necessary, shall seek a declaration from the Ontario Labour Relations Board confirming the application of the *Hospital Labour Disputes Arbitration Act* (Ontario) to the Project Co Services so that strikes, lockouts, and labour disruptions do not interfere with the provision of the Project Co Services or the Hospital Services.

- (b) In the event that the Ontario Labour Relations Board does not issue a declaration confirming that *Hospital Labour Disputes Arbitration Act* (Ontario) is applicable, then Project Co shall take, and shall ensure that each Project Co Party takes, commercially reasonable steps available within the purview of applicable labour legislation in the Province of Ontario to ensure that strikes, lockouts, and labour disruptions, to the maximum degree possible and permissible, do not interfere with the provision of the Project Co Services or the Hospital Services.

28.24 Material Changes to Terms and Conditions of Employment

- (a) NBGH represents that, prior to the Transfer Date and subject to the terms of the Collective Agreement, it will notify Project Co of any relevant material changes to the terms and conditions of employment of the Affected Hospital Employees.

28.25 Labour Combination Variation

- (a) If, on the Transfer Date, the Affected Hospital Employees are represented by more than one bargaining agent and their terms and conditions of employment are governed by more than one collective agreement, then, to the extent that such circumstance increases the cost to Project Co of performing the Project Co Services, such circumstance shall, subject to and in accordance with Schedule 22 - Variation Procedure, result in a Variation. Project Co shall not be entitled to rely on any ground for objection set out in Section 1.5(a) of Schedule 22 - Variation Procedure to refuse to deliver an Estimate in respect of any such Variation.

29. STOCKS, CONSUMABLES, MATERIALS AND EQUIPMENT

29.1 Standards

- (a) Project Co shall cause the goods, equipment, consumables and materials used or supplied by it or any Subcontractor in connection with the Project Co Services to be:
- (i) of good quality, fit for their intended purpose and maintained in a safe, serviceable and clean condition in accordance with the Technical Requirements and Good Industry Practice;
 - (ii) of the type specified in the Output Specifications; and
 - (iii) in compliance with all Applicable Law,

and shall, as soon as practicable after receiving a request from the NBGH Representative, supply to the NBGH Representative evidence to demonstrate its compliance with this Section 29.1(a).

- (b) Project Co shall cause sufficient stocks of goods, consumables, equipment and materials to be held in compliance with its obligations under this Project Agreement.

29.2 Hazardous Substances and Materials

- (a) Except to the extent required pursuant to the Technical Requirements, Project Co shall not bring, install, keep, maintain or use in or on the Facility, or cause, authorize or permit any person to bring, install, keep, maintain or use, any substances, materials, equipment or apparatus, which is likely to cause or in fact causes:
- (i) material damage to the Facility;
 - (ii) dust, noise or vibration or any other nuisance to the owners or occupiers of any property adjoining or near to the Facility;
 - (iii) the generation, accumulation or migration of any Hazardous Substance in an unlawful manner whether within or outside the Facility; or
 - (iv) an adverse effect on the health or well-being of any NBGH Party, patients, volunteers or visitors to the Facility,

and shall use commercially reasonable efforts to ensure, by directions to staff and otherwise, that all materials, equipment or apparatus in or on the Facility is operated and stored so as to minimize noise and vibration likely to cause annoyance or disturbance and the unlawful generation or migration of any Hazardous Substance.

- (b) Except for articles or things commonly used or generated in hospitals and mental health centres, Project Co shall not bring, install, keep, maintain or use, or cause, authorize or permit any person to bring, install, keep, maintain or use in or on the Facility any Hazardous Substance or hazardous equipment without the prior written consent of NBGH and unless Project Co has complied with all Applicable Law.
- (c) Where applicable, Project Co shall comply with all Applicable Law regarding WHMIS and the transportation of Hazardous Substances, including:
- (i) maintaining a library of MSDS on the Site and making MSDS labels available to all workers and NBGH, and making and posting workplace labels where applicable, for all materials designated hazardous by Applicable Law relating to WHMIS; and
 - (ii) ensuring that Hazardous Substances are only shipped in accordance with Applicable Law governing the transportation of Hazardous Substances,
- (d) NBGH shall make available to Project Co, on request by Project Co, a list of Hazardous Substances prepared by NBGH as required by any Applicable Law regarding WHMIS and the transportation of Hazardous Substances.

- (e) Project Co shall:
- (i) ensure that all hazardous materials and equipment used or stored on the Site shall be kept in accordance with all Applicable Law, Good Industry Practice, properly and securely labeled and stored, under appropriate supervision and used only by appropriately trained and competent staff; and
 - (ii) prevent the unlawful generation, accumulation, discharge, emission and migration of any Hazardous Substance, whether at or from the Facility or into any conducting media or device serving the Facility, including to:
 - (A) prevent any claims relating to Contamination arising or any circumstances likely to result in any claims relating to Contamination arising; and
 - (B) prevent any adverse effect on the health or well-being of any person, including any NBGH Party, patients, volunteers or visitors to the Facility,in so far as such Hazardous Substance is, or should be, under the control of Project Co pursuant to this Project Agreement.
- (f) This Section 29.2 applies from and after Substantial Completion, and shall not extend to Hazardous Substances or hazardous equipment, materials or apparatus that are produced, brought, installed, kept, maintained or used in relation to the Hospital Services, except to the extent that such Hazardous Substances or hazardous equipment, materials or apparatus are, or should be, the responsibility of Project Co or under the control of Project Co under this Project Agreement.
- (g) For greater certainty, in the event of a claim relating to Contamination caused by the unlawful generation, accumulation, discharge, emission and migration of any Hazardous Substance, each Party shall bear a proportion of liability based on that Party's degree of fault as agreed by the Parties or determined in accordance with Schedule 27 - Dispute Resolution Procedure.

30. MONITORING

30.1 Monitoring of Performance

- (a) Project Co shall monitor the performance of the Project Co Services in the manner and at the frequencies set out in the Output Specifications, the Performance Monitoring Program and the Payment Mechanism, and shall compile and at all times maintain records which are accurate and complete of such monitoring and performance. In addition to Project Co's obligations, as set out in the Output Specifications, the Performance Monitoring Program and the Payment Mechanism, Project Co shall, as reasonably requested by NBGH, provide the NBGH Representative with relevant particulars of any aspects of Project Co's performance which fail to meet the requirements of this Project Agreement.

- (b) NBGH may, at any and all reasonable times, observe, inspect, monitor, audit and take any steps reasonably necessary to satisfy itself as to the adequacy of the monitoring, including performing sample checks.

30.2 Failure Points

- (a) In each Payment Period, Project Co shall measure the performance of the Project Co Services, and based on the performance of the Project Co Services in the applicable Payment Period, Failure Points may be awarded in respect of a Project Co Service in accordance with the Payment Mechanism.

30.3 Warning Notices

- (a) Without prejudice to NBGH's rights under Section 44 and any other rights under this Project Agreement, if Project Co has accrued more than 60 Failure Points in any Payment Period, then NBGH may give written notice (a "**Warning Notice**") to Project Co setting out the matter or matters giving rise to such notice and stating that it is a "**Warning Notice**".

30.4 Monitoring Notices

- (a) Without prejudice to NBGH's rights under Section 44 and any other rights under this Project Agreement, if at any time and from time to time Project Co receives 2 or more Warning Notices in any rolling 90 day period, NBGH may, by notice (a "**Monitoring Notice**") to Project Co require Project Co to increase the level of Project Co's monitoring of its own performance of its obligations under this Project Agreement in respect of the relevant Project Co Service until such time as Project Co shall have demonstrated to the reasonable satisfaction of NBGH that it is performing, and is capable of continuing to perform, its obligations under this Project Agreement in respect of the relevant Project Co Service.
- (b) NBGH may give a Warning Notice pursuant to Section 30.3 despite the issuance of a Monitoring Notice in respect of the same matter where a further breach occurs or the original breach has not been remedied within a reasonable period, and whether or not the previous Monitoring Notice remains in effect.
- (c) If a Monitoring Notice is given, then:
- (i) such Monitoring Notice shall specify in reasonable detail the additional measures to be taken by Project Co in monitoring its own performance;
 - (ii) if Project Co, acting reasonably, objects to any of the specified measures on the grounds that they are excessive or that NBGH was not entitled to give the Monitoring Notice, Project Co shall, within 3 Business Days of the receipt of the Monitoring Notice, notify NBGH in writing of the matters objected to and any changes necessary in order to prevent prejudice to Project Co's performance of its obligations under this Project Agreement;

- (iii) if Project Co gives NBGH a notice under Section 30.4(c)(ii), the measures to be taken by Project Co shall be agreed between the Parties or, in the absence of agreement within 10 Business Days of NBGH's receipt of such notice, may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure;
 - (iv) if Project Co fails to increase Project Co's monitoring as provided herein, NBGH may perform such monitoring save where Project Co, acting in good faith, is pursuing a Dispute pursuant to Section 30.4(c)(iii);
 - (v) if it is determined in accordance with Schedule 27 - Dispute Resolution Procedure that NBGH was entitled to give the applicable Monitoring Notice, Project Co shall bear its own costs and reimburse NBGH for any reasonable costs and expenses incurred by or on behalf of NBGH in relation to the giving of such Monitoring Notice; and
 - (vi) if it is determined in accordance with Schedule 27 - Dispute Resolution Procedure that NBGH was not entitled to give the applicable Monitoring Notice, NBGH shall bear its own costs and reimburse Project Co for any reasonable costs and expenses incurred by or on behalf of Project Co in relation to the giving of such Monitoring Notice.
- (d) In respect of any Monitoring Notice, if Project Co shall have demonstrated to the reasonable satisfaction of NBGH that Project Co has performed its obligations under this Project Agreement for a period of 90 consecutive days and during such period has not received a Warning Notice or Monitoring Notice in respect of the same or similar Project Co Service, Project Co may apply for the withdrawal of such Monitoring Notice. If NBGH is satisfied, acting reasonably, that Project Co has satisfied the aforesaid requirements, it shall, within 10 Business Days of receipt of such application, withdraw such Monitoring Notice and cease to perform or require the performance of the increased monitoring implemented in respect of such Monitoring Notice.
- (e) If it is determined in accordance with Schedule 27 - Dispute Resolution Procedure that NBGH was not entitled to give any Monitoring Notice, NBGH shall promptly withdraw such Monitoring Notice and cease to perform or require the performance of the increased monitoring implemented in respect of such Monitoring Notice.

31. NBGH'S REMEDIAL RIGHTS

31.1 Exercise of Remedial Rights

- (a) NBGH may exercise all rights set out in this Section 31 at any time and from time to time if:
- (i) NBGH, acting reasonably, considers that a breach by Project Co of any obligation under this Project Agreement, or any act or omission on the part of Project Co or any Project Co Party:

- (A) does or can reasonably be expected to create a serious threat to the health or safety of any user of any part of or the whole of the Facility, including employees, patients, volunteers and visitors to the Facility and members of the public;
- (B) does or can reasonably be expected to result in a materially adverse interruption in the provision of one or more of the Project Co Services;
- (C) does or can reasonably be expected to materially prejudice the Hospitals' ability to provide the Hospital Services; or
- (D) may potentially compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system,

provided that:

- (E) in respect of a breach by Project Co of any obligation under this Project Agreement, or any act or omission on the part of Project Co or any Project Co Party, which can reasonably be expected to cause any of the consequences set out in Sections 31.1(a)(i)(A), 31.1(a)(i)(B) or 31.1(a)(i)(C), NBGH shall not exercise its rights under this Section 31 unless Project Co has failed to cure the relevant breach, act or omission within 5 Business Days of notice from NBGH or, if such breach, act or omission cannot reasonably be cured within such 5 Business Day period, Project Co thereafter fails to diligently and continuously pursue such cure and to cure such breach, act or omission within a reasonable period thereafter, provided that Project Co shall not be entitled to a cure period if any of the consequences set out in Sections 31.1(a)(i)(A), 31.1(a)(i)(B) or 31.1(a)(i)(C) actually occur; and
 - (F) in respect of Section 31.1(a)(i)(D), NBGH shall not exercise its rights under this Section 31 unless Project Co has failed to cure the relevant breach, act or omission within 5 Business Days of notice from NBGH or, if such breach, act or omission cannot reasonably be cured within such 5 Business Day period, Project Co thereafter fails to diligently and continuously pursue such cure and to cure such breach, act or omission within a reasonable period thereafter;
- (ii) Project Co has accrued more than 75 Failure Points arising from Service Failures in any Payment Period;
 - (iii) while a Monitoring Notice is in effect that is not being disputed by Project Co, acting in good faith, Project Co receives a Warning Notice in respect of the same or similar Project Co Service;
 - (iv) if, pursuant to Section 27.8, a Performance Audit that is not being disputed by Project Co, acting in good faith, shows that Project Co has not performed or is not

performing its obligations and Project Co has failed to perform the rectification or Maintenance Work as provided pursuant to Section 27.8(e)(i);

- (v) a labour dispute materially affects or can reasonably be expected to materially affect the Project Operations or the Hospital Services;
- (vi) NBGH has received a notice under the Service Provider's Direct Agreement that entitles NBGH to exercise step-in rights thereunder; or
- (vii) Project Co has failed to comply with any written direction issued by or on behalf of NBGH's board of directors.

31.2 Emergency

- (a) Notwithstanding that Project Co is not in breach of its obligations under this Project Agreement, NBGH may exercise all of the rights set out in this Section 31 at any time and from time to time during the Operational Term if NBGH, acting reasonably, considers the circumstances to constitute an Emergency.

31.3 Rectification

- (a) Without prejudice to NBGH's rights under Section 44 and any other rights under this Project Agreement, in any of the circumstances set out in Sections 31.1 or 31.2, NBGH may, by written notice, require Project Co to take such steps as NBGH, acting reasonably, considers necessary or expedient to mitigate, rectify or protect against such circumstance, including, if applicable, the termination and replacement of Subcontractors, and Project Co shall use commercially reasonable efforts to comply with NBGH's requirements as soon as reasonably practicable.
- (b) If NBGH gives notice to Project Co pursuant to Section 31.3(a) and either:
 - (i) Project Co does not either confirm, within 5 Business Days of such notice or such shorter period as is appropriate in the case of an Emergency or in the event NBGH is entitled to exercise step-in rights under the Service Provider's Direct Agreement, that it is willing to take the steps required in such notice or present an alternative plan to NBGH to mitigate, rectify and protect against such circumstances that NBGH may accept or reject acting reasonably; or
 - (ii) Project Co fails to take the steps required in such notice or accepted alternative plan within such time as set out in such notice or accepted alternative plan or within such longer time as NBGH, acting reasonably, shall think fit,

then NBGH may take such steps as it considers to be appropriate, acting reasonably, including, if applicable, exercising step-in rights under the Service Provider's Direct Agreement and requiring the termination and replacement of Subcontractors, either itself or by engaging others (including a third party) to take any such steps, and may perform or obtain the performance of the relevant Project Co Services to the standards required by

this Project Agreement, and the provisions of Section 41, including Section 41.1(a)(v) and Section 41.2, shall apply.

- (c) Notwithstanding the foregoing provisions of this Section 31.3, in the event of an Emergency, the notice under Section 31.3(a) shall be given as promptly as possible having regard to the nature of the Emergency and NBGH may, prior to Project Co's confirmation under Section 31.3(b)(i), take such steps as are appropriate having regard to the nature of the Emergency.
- (d) Where NBGH considers it to be necessary to do so, the steps which NBGH may take pursuant to this Section 31.3 subsequent to the provision of the notice under Section 31.3(a) unless the notice is given at a later time as provided in Section 31.3(c), may, at NBGH's option, include the partial or total suspension of Project Co's right and obligation to deliver any part of the Project Co Services having regard to the circumstances in question (without any extension of the Project Term or suspension of any other Project Co Services), and the provisions of Section 41, including Section 41.1(a)(v) and Section 41.2, shall apply, but such suspension shall be only for so long as, as applicable:
 - (i) the circumstances referred to in Section 31.1 or 31.2 subsist; or
 - (ii) in respect of any such circumstances relating to Project Co's performance of the Project Co Services, until such time as Project Co shall have demonstrated to the reasonable satisfaction of NBGH that, notwithstanding such circumstances, Project Co has taken such steps, including, if applicable, the termination and replacement of Subcontractors, as are required pursuant to this Section 31.3 and as are necessary to be capable of performing its obligations in respect of the relevant Project Co Services to the required standard in accordance with this Project Agreement, and thereafter Project Co shall perform its obligations as aforesaid.

31.4 Costs and Expenses

- (a) Subject to NBGH's obligations pursuant to Sections 31.5 and 31.6:
 - (i) Project Co shall bear all costs and expenses incurred by Project Co in relation to the exercise of NBGH's rights pursuant to this Section 31; and
 - (ii) Project Co shall reimburse NBGH for all reasonable costs and expenses incurred by NBGH in relation to the exercise of NBGH's rights pursuant to this Section 31.

31.5 Reimbursement Events

- (a) In this Section 31.5, a "**Reimbursement Event**" means:
 - (i) an act or omission of Project Co or any Project Co Party or a breach of any obligation under this Project Agreement, but only to the extent such act, omission or breach is caused by NBGH or a NBGH Party; or

- (ii) an Emergency.
- (b) If NBGH either takes steps itself or requires Project Co to take steps in accordance with this Section 31 as a result of a Reimbursement Event:
 - (i) NBGH shall reimburse Project Co for the reasonable costs and expenses incurred by Project Co in relation to the exercise of NBGH's rights pursuant to this Section 31 that would not otherwise have been incurred by Project Co in the proper performance of its obligations under this Project Agreement; and
 - (ii) subject to Section 31.5(c), NBGH shall bear all costs and expenses incurred by NBGH in relation to the exercise of NBGH's rights pursuant to this Section 31.
- (c) If, in exercising its rights pursuant to this Section 31, NBGH performs any part of the Project Co Services either itself or by engaging others, NBGH shall be entitled to deduct from any Monthly Service Payment the reasonable cost of performing such Project Co Services.

31.6 Reimbursement if Improper Exercise of Rights

- (a) If NBGH exercises its rights pursuant to this Section 31, but NBGH was not entitled to do so, NBGH shall reimburse Project Co for the reasonable costs and expenses directly incurred by Project Co over and above those that would otherwise have been incurred by Project Co in the proper performance of its obligations under this Project Agreement and that are directly and reasonably incurred by Project Co in complying with those written requirements of NBGH issued as a result of NBGH having exercised such rights.
- (b) Project Co acknowledges and agrees that Project Co has no right to require a determination of whether or not NBGH is entitled to exercise its rights pursuant to this Section 31 before taking any such action that NBGH may require and Project Co shall comply with all of NBGH's requirements. Only concurrently with or after complying with NBGH's requirements shall Project Co be entitled to refer any Dispute for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

32. INTENTIONALLY DELETED

33. PAYMENT

33.1 Monthly Service Payments

- (a) Subject to and in accordance with this Project Agreement, including this Section 33 and Schedule 20 - Payment Mechanism, NBGH shall pay Project Co the all-inclusive Monthly Service Payments for the performance of all of the Project Operations.

33.2 Payment Adjustments

- (a) Project Co acknowledges and agrees that:

- (i) the amount of any Monthly Service Payment may be adjusted pursuant to Schedule 20 - Payment Mechanism; and
 - (ii) such adjustments are integral to the provisions of this Project Agreement.
- (b) If, for any reason, any adjustment (including a Deduction) made pursuant to Schedule 20 - Payment Mechanism is invalid and unenforceable, and the Province enacts an Applicable Law that is a Change in Law to recover or to cause such adjustment to be enforceable, such Change in Law (only to the extent that it permits NBGH to recover or to cause such adjustment to be enforceable) shall be deemed to not be a Relevant Change in Law and Project Co shall not be entitled to any compensation hereunder for such Change in Law.

33.3 Payment Commencement

- (a) Subject to and in accordance with this Project Agreement, NBGH shall pay Project Co the Monthly Service Payments calculated as being due to Project Co in respect of each Payment Period following the Payment Commencement Date in accordance with Schedule 20 - Payment Mechanism.
- (b) Project Co shall not be entitled to any Monthly Service Payments for any period prior to the Payment Commencement Date.

33.4 Adjustments to Payment Periods

- (a) The Annual Service Payment payable in respect of each of the first Contract Year and the last Contract Year shall be adjusted in accordance with Schedule 20 - Payment Mechanism.

33.5 Invoicing and Payment Arrangements

- (a) Within 5 Business Days following the end of each Payment Period, Project Co shall issue to NBGH an invoice for the amount of the Monthly Service Payment owing by NBGH to Project Co for such Payment Period, with such adjustments as provided in the Payment Adjustment Report issued in the previous Payment Period.
- (b) Project Co shall comply with all requirements of Schedule 20 - Payment Mechanism in respect of invoices and shall include with each invoice such supporting documentation as NBGH may reasonably require in connection with payments hereunder.
- (c) Each invoice shall be in a form agreed by the Parties, acting reasonably, and shall include as a minimum:
- (i) the Monthly Service Payment payable in respect of the applicable Payment Period;
 - (ii) any adjustments set out in the Payment Adjustment Report issued in the previous Payment Period that have been approved by NBGH;

- (iii) any other adjustments to reflect overpayments and underpayments, as agreed between the Parties or determined in accordance with Schedule 27 - Dispute Resolution Procedure;
 - (iv) any amount owing to NBGH under this Project Agreement;
 - (v) any amount owing to Project Co under this Project Agreement; and
 - (vi) the net amount owing by NBGH to Project Co, or by Project Co to NBGH, as applicable.
- (d) GST shall be shown separately on all invoices from Project Co, together with Project Co's GST registration number.
- (e) Any property or services provided to or sold to NBGH, payment for which is subject to RST, shall be shown as separate line items and Project Co shall indicate whether the RST has been paid or is payable.
- (f) Upon agreement of the Parties, the form of invoice may be changed from time to time.
- (g) The NBGH Representative shall review each invoice submitted in accordance with this Section 33.5, and, within 5 Business Days of receiving such invoice, NBGH shall pay the amount stated in such invoice. Any such payment shall be subject to adjustment pursuant to Section 33.5(k).
- (h) NBGH shall not be obligated to make any payment to Project Co unless all conditions precedent applicable to such payment under this Project Agreement have been satisfied by Project Co. Further, NBGH shall not be obligated to pay an invoice delivered by Project Co after the second Payment Period following the Payment Commencement Date until Project Co has delivered the Payment Adjustment Report referred to in Section 33.5(i) for the previous Payment Period. In the event that Project Co delivers any Payment Adjustment Report later than the stipulated date in Section 33.5(i), NBGH's obligation to pay the invoice issued by Project Co for the immediately following Payment Period shall be extended by the number of days by which Project Co was late in delivering the applicable Payment Adjustment Report to NBGH.
- (i) Within 5 Business Days following the end of each Payment Period, Project Co shall also submit to NBGH:
- (i) a Performance Monitoring Report in respect of the Payment Period just ended; and
 - (ii) a report (a "**Payment Adjustment Report**") setting out any adjustments required between the actual Monthly Service Payment determined by Project Co to be owing by NBGH to Project Co in respect of the Payment Period just ended and the amount that was paid by NBGH during such Payment Period, including details of:

- (A) all Deductions in relation to Service Failures;
 - (B) all Deductions in relation to Availability Failure Events;
 - (C) the Utility Adjustment; and
 - (D) any Incentives.
- (j) Project Co shall include with each Payment Adjustment Report such supporting documentation as is reasonably required to substantiate and confirm the adjustments set out in each Payment Adjustment Report.
- (k) Within 10 Business Days of receipt by NBGH of the Payment Adjustment Report, the NBGH Representative shall:
- (i) determine and advise Project Co that the Payment Adjustment Report is approved by NBGH, in which case the adjustments set out therein will be reflected by Project Co in the invoice next issued by Project Co; or
 - (ii) if NBGH disputes Project Co's entitlement to any part of the amounts set out therein, notify Project Co in writing of that part of the amounts (insofar as at the time of such notice NBGH is reasonably able to quantify it) which NBGH disputes and submit to Project Co such supporting documentation as is reasonably required to substantiate and confirm such claim. In such event, NBGH shall withhold payment of any disputed amount pending agreement or determination of Project Co's entitlement to the disputed amount in accordance with Section 33.8.

33.6 Electronic Invoicing

- (a) Project Co shall cooperate with the reasonable requirements of NBGH's finance department, and shall submit its invoices and all other documentation relating to this Project Agreement in a form and with the structure and content as is reasonably required to be compatible with NBGH's information systems.

33.7 Final Payment Periods

- (a) At the beginning of each of the final 3 Payment Periods during the Project Term, NBGH shall estimate, acting reasonably, the adjustments to the Monthly Service Payment for each such Payment Period. NBGH may withhold the amounts that it has reasonably estimated for such adjustments from amounts paid to Project Co during each of the final 3 Payment Periods.
- (b) Within 10 Business Days of receipt by NBGH of the applicable Payment Adjustment Report for each of the final 3 Payment Periods, the NBGH Representative shall:
- (i) determine and advise Project Co that the Payment Adjustment Report is approved by NBGH, and perform a reconciliation between the amount payable based on such Payment Adjustment Report and the amount NBGH previously paid in

respect of the applicable Payment Period. Based on such reconciliation, either NBGH or Project Co shall pay to the other Party the amount properly owing in accordance with such reconciliation; or

- (ii) if NBGH disputes Project Co's entitlement to any part of the amounts set out therein, notify Project Co in writing of that part of the amounts (insofar as at the time of such notice NBGH is reasonably able to quantify it) which NBGH disputes and submit to Project Co such supporting documentation as is reasonably required to substantiate and confirm such claim. In such event, the NBGH Representative shall perform a reconciliation between the undisputed amount payable based on such Payment Adjustment Report and the amount NBGH previously paid in respect of the applicable Payment Period. Based on such reconciliation, either NBGH or Project Co shall pay to the other Party the amount properly owing in accordance with such reconciliation, provided that NBGH shall withhold payment of any disputed amount pending agreement or determination of Project Co's entitlement to the disputed amount in accordance with Section 33.8.

33.8 Disputes

- (a) If NBGH, acting in good faith, disputes all or any part of a Payment Adjustment Report and/or the Monthly Service Payments payable thereunder, it shall notify Project Co in writing of that part of the amounts (insofar as at the time of such notice NBGH is reasonably able to quantify it) which NBGH disputes and submit to Project Co such supporting documentation as is reasonably required to substantiate and confirm such claim. The Parties shall use commercially reasonable efforts to resolve the Dispute in question within 10 Business Days of the aforesaid notice of the Dispute. If they fail to so resolve the Dispute within such period, the Dispute may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure. Following resolution of the Dispute, any amount which has been paid by NBGH that is determined not to have been payable shall be paid forthwith by Project Co to NBGH, together with interest on such amount calculated in accordance with Section 33.11 on the basis that the due date was the date of the overpayment by NBGH and any amount which has been withheld by NBGH that is determined to have been payable shall be paid forthwith by NBGH to Project Co, together with interest on such amount calculated in accordance with Section 33.11 on the basis that the due date was the date upon which such amount became payable to Project Co.

33.9 Payments

- (a) Unless specific timeframes are stipulated for payment of any amounts owing or payable by one Party to the other Party under this Project Agreement, such amounts shall be due within 30 days of receipt or deemed receipt of an invoice therefor.
- (b) Project Co shall maintain all holdbacks required pursuant to the *Construction Lien Act* (Ontario) and shall only release holdbacks on being satisfied that no claims for lien can be claimed in respect of the Subcontracts for which holdbacks are to be released.

33.10 Manner of Payment

- (a) All payments under this Project Agreement shall be made in Canadian dollars and shall be electronically transferred, quoting the invoice number or description against which payment is made, in immediately available funds on the due date to a single bank account located in Canada as may be designated by the recipient from time to time by written notice to the other Party.
- (b) If the due date is not a banking day in either Ontario or the jurisdiction in which the recipient's bank is located, then the electronic transfer shall be made on the banking day immediately succeeding such day.

33.11 Interest on Overdue Payments

- (a) Each Party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made by the other Party pursuant to the terms of this Project Agreement on the due date calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment.

33.12 Set-Off

- (a) The Parties agree that their rights of set-off at law or in equity are limited to the right of:
 - (i) NBGH to set off against any amounts otherwise due to Project Co pursuant to the terms of this Project Agreement, any amounts which are due to NBGH by Project Co pursuant to the terms of this Project Agreement; and
 - (ii) Project Co to set off against any amounts otherwise due to NBGH pursuant to the terms of this Project Agreement, any amounts which are due to Project Co by NBGH pursuant to the terms of this Project Agreement,

and are further limited with respect to the Debt Amount as described in Section 48.2.

33.13 Effect of Payment

- (a) No payment hereunder shall be construed as an acceptance or approval of incomplete, defective or improper performance by Project Co of any of its obligations under this Project Agreement, nor shall it operate to relieve Project Co from the performance of any of its obligations under this Project Agreement which have not been performed.

33.14 Audit of Performance Monitoring Program and Payment

- (a) Without limiting NBGH's rights and Project Co's obligations pursuant to Section 36.2, at any time and from time to time until 180 days after the Expiry Date, NBGH may give notice to Project Co requiring an audit of any matter relating to performance of the Project Operations and payments by or to NBGH within the 7 year period prior to the date of such notice, including any Payment Adjustment Reports, and any other records,

reports, information, documents or data relating to performance and payments to verify their accuracy, correctness and completeness.

- (b) NBGH shall appoint an auditor to perform and complete such audit at NBGH's cost and expense and pursuant to terms of reference determined by NBGH.
- (c) Within a reasonable time following receipt of a notice referred to in Section 33.14(a), Project Co shall make available to NBGH's auditor, any Payment Adjustment Reports, and any other records, reports, information, documents or data relating to performance and payments.
- (d) NBGH shall notify Project Co of the results of the audit, and if NBGH's auditor discovers any inaccuracy, incorrectness or incompleteness, then, subject to Project Co's right to dispute the same in accordance with Schedule 27 - Dispute Resolution Procedure:
 - (i) Project Co shall:
 - (A) remedy any such inaccuracy, incorrectness or incompleteness and issue a revision to the applicable Payment Adjustment Report or other record, report, information, document or data; and
 - (B) where the inaccuracy, incompleteness or incorrectness has resulted in any material overpayment by NBGH, reimburse NBGH for all costs relating to the auditor and audit to a maximum amount that is the lesser of:
 - (I) the actual costs relating to the auditor and audit; or
 - (II) an amount equal to the amount of any overpayment;
 - (ii) where the inaccuracy, incompleteness or incorrectness has resulted in any overpayment, whether or not material, by NBGH, Project Co shall reimburse NBGH for the amount of such overpayment, together with interest thereon at the Default Interest Rate from the date of such overpayment; and
 - (iii) where the inaccuracy, incompleteness or incorrectness has resulted in any underpayment, whether or not material, by NBGH, NBGH shall pay Project Co the amount of such underpayment, together with interest thereon at the Default Interest Rate from the date of such underpayment.

33.15 No Other Entitlement

- (a) Project Co shall not be entitled to any payments, compensation, rights, remedies, benefits or entitlements under or in connection with this Project Agreement, except as specifically and expressly set out in this Project Agreement.

34. TAXES**34.1 Taxes**

- (a) The Monthly Service Payments and all other payments hereunder, including any compensation on termination, include all applicable Taxes, except only GST.
- (b) NBGH shall pay, when due and payable, all property taxes or payments in lieu of property taxes that are assessed in respect of ownership or use of the Site or Facility.
- (c) Within 3 weeks of the end of the month in which Substantial Completion occurs, NBGH shall pay to Project Co all GST payable in accordance with paragraph 168(3)(c) of the *Excise Tax Act* (Canada) in respect of the construction of the Facility for remittance to the Canada Revenue Agency, which amount will be set out in an invoice issued by Project Co to NBGH upon the occurrence of Substantial Completion.

34.2 Changes in Scope of GST and RST

- (a) If, as a result of a Change in Law, the provision of any goods or services by Project Co in connection with the performance of the Project Operations that was not subject to GST or RST as at the date of this Project Agreement becomes subject to GST or RST, NBGH will pay to Project Co the amount of such GST and/or RST as may be exigible from time to time thereafter in connection with the provision of such goods or services by Project Co.

34.3 Changes in Rate of RST

- (a) If, as a result of a Change in Law, the rate of RST chargeable to NBGH as at the date of this Project Agreement in respect of or relating to the supply of any goods or services by Project Co in connection with the performance of the Project Operations is increased, NBGH will pay to Project Co, for each Payment Period thereafter, an amount on account of or in respect of such RST, calculated at a rate which is equal to the difference between the rate in effect at the time of payment of the RST and the rate in effect immediately prior to the Change in Law.
- (b) If, as a result of a Change in Law, the rate of RST chargeable to NBGH as at the date of this Project Agreement in respect of or relating to the supply of any goods or services by Project Co in connection with the performance of the Project Operations is decreased, Project Co will pay to NBGH, for each Payment Period thereafter, an amount on account of or in respect of such RST, calculated at a rate which is equal to the difference between the rate in effect immediately prior to the Change in Law and the rate in effect at the time of payment of the RST.

34.4 Changes in Recoverability of Tax Credits

- (a) NBGH will pay to Project Co from time to time, as the same is incurred by Project Co, amounts equal to any Irrecoverable Tax to the extent such Irrecoverable Tax results from a Change in Law. Project Co will pay to NBGH from time to time, as the same is

incurred by Project Co, amounts equal to any Recoverable Tax to the extent such Recoverable Tax results from a Change in Law.

- (b) For the purposes of this Section 34.4, the term "**Irrecoverable Tax**" means GST or RST incurred by Project Co in respect of the supply of any good or service to NBGH which is consumed, used or supplied, or to be consumed, used or supplied, exclusively by Project Co in the course of carrying out the Works or otherwise performing the Project Operations to the extent that Project Co is unable to recover or be credited with input tax credits, refunds, rebates or exemptions for such GST or RST (as the case may be).
- (c) For the purposes of this Section 34.4, the term "**Recoverable Tax**" means GST or RST incurred by Project Co in respect of the supply of any good or service to NBGH which is consumed, used or supplied, or to be consumed, used or supplied, exclusively by Project Co in the course of carrying out the Works or otherwise performing the Project Operations to the extent that Project Co is able to recover or be credited with input tax credits, refunds, rebates or exemptions for such GST or RST (as the case may be).

34.5 Information and Assistance Provided by Project Co

- (a) Project Co shall, at NBGH's request and cost, assist NBGH in applying for and obtaining all remissions and credits of GST to which NBGH is entitled. In addition, where Project Co has acquired tangible personal property (as defined in the *Retail Sales Tax Act* (Ontario)) for NBGH, Project Co shall, if requested by NBGH, provide invoices and such other documentation as NBGH may require to claim rebates in respect of RST relating to such tangible personal property.
- (b) NBGH may apply for a global or general exemption, waiver, remission, or refund of some or all Taxes which may otherwise be applicable in relation to this Project Agreement. Project Co shall, at NBGH's cost, assist NBGH in making any applications for such global or general exemption, waiver, remission or refund and shall provide NBGH with such documentation as NBGH may reasonably require to support such application and, in any event, shall provide such consent as NBGH may require. Any exemption, waiver, remission, refund or other recovery of Taxes obtained by NBGH through such application shall accrue to the sole benefit of NBGH. In respect of RST, where NBGH has provided to Project Co valid certification for RST exemption, Project Co shall not collect such RST and, if such RST is included in the payments hereunder (including the Monthly Service Payments), Project Co shall reduce such payments accordingly. If it is subsequently determined that such RST is applicable, then NBGH shall pay such RST or reimburse Project Co therefor.
- (c) Project Co will provide NBGH with any information reasonably requested by NBGH from time to time in relation to the GST and/or RST chargeable in accordance with this Project Agreement and payable by NBGH to Project Co from time to time.

35. FINANCIAL MODEL**35.1 Appointment of Custodian**

- (a) On or prior to Financial Close, the Parties shall appoint a suitably qualified and experienced person to act as the Custodian for the purposes of this Project Agreement, and shall enter into an agreement with the Custodian substantially in the form of Schedule 7 - Custody Agreement.

35.2 Delivery and Use of Financial Model

- (a) In accordance with Schedule 2 - Completion Documents, Project Co shall deliver copies of the Financial Model (1 printed copy and 2 copies on CD-Rom) to NBGH and the Custodian to be held in custody on terms to be agreed by the Parties.
- (b) Following the approval by NBGH of any amendment to the Financial Model, Project Co shall promptly deliver copies of the revised Financial Model, in the same form as the original Financial Model (or such other form as may be agreed by the Parties from time to time), to NBGH and the Custodian.
- (c) The Parties shall instruct the Custodian to keep both a hard copy and an electronic copy of all versions of the Financial Model.
- (d) Project Co hereby grants to NBGH an irrevocable, royalty free perpetual, non-exclusive and transferable licence, including the right to grant sub-licences, to use the Financial Model or any revised Financial Model for any purpose in connection with this Project Agreement, whether during or after the Project Term.
- (e) For greater certainty, Project Co acknowledges and agrees that NBGH shall not be liable to Project Co for, and Project Co shall not seek to recover from NBGH or any NBGH Party, any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) as a result of any errors in the Financial Model.

36. RECORDS, INFORMATION AND AUDIT**36.1 Records Provisions**

- (a) Project Co shall comply with Schedule 26 - Record Provisions.

36.2 Information and General Audit Rights

- (a) Project Co shall provide to NBGH all information, reports, documents, records and the like, including as referred to in Schedule 26 - Record Provisions, in the possession of, or available to, Project Co as NBGH may reasonably require from time to time for any purpose in connection with this Project Agreement, other than Sensitive Information. Project Co shall use commercially reasonable efforts to ensure that, for such purpose, all such information, reports, documents, records and the like in the possession of, or

available to, the Construction Contractor and the Service Provider shall be available to Project Co and Project Co shall include relevant terms in all Subcontracts to this effect.

- (b) Project Co shall also provide to NBGH, and shall require all of its Subcontractors, including the Construction Contractor and the Service Provider, to provide to NBGH (at NBGH's reasonable cost), all information, reports, documents, records and the like required to be provided pursuant to Section 36.2(a) which subsequently come into the possession of, or become available to, Project Co or the Subcontractors, as NBGH may reasonably require from time to time to enable NBGH to provide reports, notices, returns and the like pursuant to any Applicable Law, including information and documentation pertaining to the physical condition of the Facility, health and safety, fire safety, emergency preparedness, environmental matters, employees and human resources related matters and patient care, other than Sensitive Information.
- (c) Project Co shall promptly after receipt provide NBGH with a copy of any material notice, order, direction, requirement or other similar communication received by it or by any Project Co Party from any Governmental Authority in relation to any of the Project Operations, the Hospital Services or the Facility, and Project Co shall include relevant terms in all Subcontracts to this effect.
- (d) Project Co shall promptly notify NBGH of any actions, suits, proceedings, or investigations commenced, pending or threatened against Project Co or, to Project Co's knowledge, any Project Co Party at law or in equity before any Governmental Authority or arbitral body (whether or not covered by insurance) that individually or in the aggregate could result in any materially adverse effect on the business, properties, or assets or the condition, financial or otherwise, of Project Co or in any impairment of its ability to perform its obligations under this Project Agreement.
- (e) All information, reports, documents and records in the possession of, or available to, Project Co, including as referred to in Schedule 26 - Record Provisions, which are required to be provided to or available to NBGH hereunder, shall be subject and open to inspection and audit by NBGH at any time and from time to time, which inspection and audit shall take place during normal business hours and at Project Co's normal places of business unless NBGH and Project Co otherwise agree. NBGH shall also have the right to monitor and audit the performance of any and all parts of the Works or Project Co Services wherever located, and Project Co shall cooperate with, and shall require its Subcontractors to cooperate with, and provide access to the representatives of NBGH monitoring and auditing such parts of the Works or Project Co Services, including providing them with access and copies (at NBGH's reasonable cost) of all relevant information, reports, documents and records pertaining to the performance of such parts of the Works or Project Co Services. Except as otherwise provided herein, all of NBGH's costs for the inspections, audits and monitoring shall be borne by NBGH.
- (f) In conducting an audit of Project Co under Section 36.2(e) or as otherwise provided under this Project Agreement, NBGH shall have all rights necessary or incidental to conducting an audit, including the right to have access to and inspect and take copies (at NBGH's reasonable cost) of all books and records of Project Co required to be provided

to or available to NBGH hereunder, upon reasonable notice and at reasonable times. Project Co shall fully cooperate with NBGH and its auditors in the conduct of any audits, including by making available all such records and accounts (other than Sensitive Information) in existence at that time as they may require to perform a full and detailed audit, and Project Co further agrees to promptly review and settle with NBGH all matters arising from such audits, including the refunding of monies to NBGH where applicable. At the reasonable request of NBGH's auditors, Project Co shall provide such information, reports, documents and records as NBGH's auditors may reasonably require, other than Sensitive Information.

- (g) NBGH's rights pursuant to this Section 36.2 shall be in addition to, and shall not limit, any other audit, information, inspection or similar rights under this Project Agreement.
- (h) NBGH's rights pursuant to this Section 36.2 shall not limit or restrict any Governmental Authority's right of review, audit, information or inspection under Applicable Law.

37. CHANGES IN LAW

37.1 Performance after Change in Law

- (a) Following any and all Changes in Law, Project Co shall perform the Project Operations in accordance with the terms of this Project Agreement, including in compliance with Applicable Law.

37.2 Works Change in Law

- (a) On the occurrence of a Works Change in Law:
 - (i) either Party may give notice to the other of the need for a Variation as a result of such Works Change in Law;
 - (ii) the Parties shall meet within 10 Business Days of such notice to consult with respect to the effect of the Works Change in Law and to reach an agreement on whether a Variation is required as a result of such Works Change in Law, and, if the Parties have not, within 10 Business Days of this meeting, reached an agreement, either Party may refer the question of whether a Works Change in Law has occurred or the effect of any Works Change in Law for resolution in accordance with Schedule 27 - Dispute Resolution Procedure; and
 - (iii) NBGH shall, within 10 Business Days of agreement or determination that a Variation is required, issue a Variation Enquiry and the relevant provisions of Schedule 22 - Variation Procedure shall apply except that:
 - (A) Project Co may only object to any such Variation Enquiry on the grounds that the implementation of the Variation would not enable it to comply with the Works Change in Law;

- (B) Project Co shall be responsible for obtaining all Development Approvals and Permits, Licences and Approvals required in respect of the Variation;
- (C) NBGH shall not be entitled to withdraw any such Variation Enquiry unless the Parties otherwise agree;
- (D) Project Co shall proceed to implement the Variation within such period as will enable it to comply with the Works Change in Law as soon as reasonably practicable; and
- (E) Project Co shall not be entitled to any payment or other compensation or relief from performance of its obligations under this Project Agreement in respect of any Works Change in Law or associated Variation other than as established pursuant to Schedule 22 - Variation Procedure.

37.3 Relevant Change in Law

- (a) On the occurrence of a Relevant Change in Law, either Party shall be entitled to seek compensation for any increase or decrease (as the case may be) in the net cost to Project Co of performing the Project Operations so as to ensure that the Parties are in no better and no worse position in relation to the Project than they would have been in had the Relevant Change in Law not occurred and, in particular, that the Equity IRR after taking the Relevant Change in Law into account will be the Base Case Equity IRR. Any such compensation shall be calculated in accordance with this Section 37.3.
- (b) On the occurrence of a Relevant Change in Law:
 - (i) either Party may give notice to the other of the need for a Variation as a result of such Relevant Change in Law;
 - (ii) the Parties shall meet within 10 Business Days of such notice to consult with respect to the effect of the Relevant Change in Law and to reach an agreement on whether a Variation is required as a result of such Relevant Change in Law, and, if the Parties have not, within 10 Business Days of this meeting, reached an agreement, either Party may refer the question of whether a Relevant Change in Law has occurred or the effect of any Relevant Change in Law for resolution in accordance with Schedule 27 - Dispute Resolution Procedure; and
 - (iii) NBGH shall, within 10 Business Days of agreement or determination that a Variation is required, issue a Variation Enquiry and the relevant provisions of Schedule 22 - Variation Procedure shall apply except that:
 - (A) Project Co may only object to any such Variation Enquiry on the grounds that the implementation of the Variation would not enable it to comply with the Relevant Change in Law;
 - (B) Project Co shall be responsible for obtaining all Development Approvals and Permits, Licences and Approvals required in respect of the Variation;

- (C) NBGH shall not be entitled to withdraw any such Variation Enquiry unless the Parties otherwise agree;
- (D) Project Co shall proceed to implement the Variation within such period as will enable it to comply with the Relevant Change in Law as soon as reasonably practicable;
- (E) the Parties shall, without prejudice to their respective general obligations to comply with the terms of this Project Agreement:
 - (I) use commercially reasonable efforts to mitigate the adverse effects of any Relevant Change in Law and take commercially reasonable steps to minimize any increase in costs arising from such Relevant Change in Law; and
 - (II) use commercially reasonable efforts to take advantage of any positive or beneficial effects of any Relevant Change of Law and take commercially reasonable steps to maximize any reduction in costs arising from such Relevant Change in Law; and
- (F) any entitlement to compensation payable shall be in accordance with this Section 37.3, and any calculation of compensation shall take into consideration, *inter alia*:
 - (I) any failure by a Party to comply with Section 37.3(b)(iii)(E);
 - (II) the extent to which a Party has been, or shall be, compensated in respect of such Change in Law as a result of any indexation or adjustment of the Monthly Service Payments under this Project Agreement;
 - (III) any increase or decrease in its costs resulting from such Relevant Change in Law; and
 - (IV) any amount which Project Co recovers under any insurance policy (or would recover if it complied with its obligations to insure under this Project Agreement or the terms of any policy of insurance required under this Project Agreement) which amount, for greater certainty, shall not include the amount of any excess or deductibles or any amount above the maximum insured amount applicable to any such insurance policy.
- (c) Project Co shall not be entitled to any payment or compensation or, except as provided in Section 39 or otherwise in this Project Agreement, relief in respect of any Relevant Change in Law, or the consequences thereof, other than in accordance with this Section 37.3, and Section 40 shall be construed accordingly.

- (d) In relation to a Relevant Change in Law (other than a Relevant Works Change in Law) that results in a net increase or decrease in costs incurred by Project Co in delivery of the Project Operations, taking into consideration, *inter alia*, Section 37.3(b)(iii)(E), if the cost impact of such Relevant Change in Law in a given Contract Year (in aggregate with all other such Relevant Changes in Law that have a cost impact in the same Contract Year) amounts to less than \$10,000 (index linked) in that Contract Year, neither NBGH nor Project Co shall be entitled to any payment or compensation pursuant to this Section 37.3 or otherwise in respect of the cost impact of that Relevant Change in Law in that Contract Year, or, except as provided in Section 39 or otherwise in this Project Agreement, any other relief in respect of such Relevant Change in Law in that Contract Year.
- (e) In relation to a Relevant Works Change in Law that results in a net increase or decrease in costs incurred by Project Co in the delivery of the Project Operations, taking into consideration, *inter alia*, Section 37.3(b)(iii)(E), if the cost impact of such Relevant Works Change in Law in a given Contract Year (in aggregate with all other such Relevant Works Changes in Law that have a cost impact in the same Contract Year) amounts to less than \$50,000 (index linked) in that Contract Year, neither NBGH nor Project Co shall be entitled to any payment or compensation pursuant to this Section 37.3 or otherwise in respect of the cost impact of that Relevant Works Change in Law in that Contract Year, or, except as provided in Section 39 or otherwise in this Project Agreement, any other relief in respect of such Relevant Works Change in Law in that Contract Year.

38. VARIATIONS

38.1 Variation Procedure

- (a) Except as otherwise expressly provided in this Project Agreement, Schedule 22 - Variation Procedure shall apply in respect of Variations and Small Works.
- (b) For greater certainty, Project Co shall, subject to and in accordance with Schedule 22 - Variation Procedure, be entitled to a Variation if a written direction issued by or on behalf of NBGH's board of directors to Project Co or any Project Co Party results in a variation, addition, reduction, substitution, omission, modification, deletion, removal or other change to the whole or any part of the Project Operations, including in relation to the whole or any part of the Works or the Project Co Services.
- (c) Without limiting Project Co's obligations pursuant to Section 9.3 and Schedule 22 - Variation Procedure, Project Co shall include in each Subcontract, and shall cause each Project Co Party to comply with, the Variation Procedure, to the extent that the Variation Procedure requires Project Co to minimize the cost and impact of Variations, including Variations as to scope of Project Co Services.

38.2 Innovation and Value Engineering

- (a) Project Co acknowledges that NBGH at all times desires to reduce the Monthly Service Payments and the overall cost to NBGH of the Facility and the Project Co Services, and

- Project Co agrees to cooperate, explore and work with NBGH in investigating and considering innovation and value engineering and other cost saving measures.
- (b) If an innovation and value engineering proposal is at any time and from time to time originated and initiated solely by Project Co, Project Co may make a proposal (the "**Innovation Proposal**") by notice to NBGH.
- (c) The Parties agree that the subject of an Innovation Proposal shall not include:
- (i) any Variation Enquiry initiated by NBGH;
 - (ii) any Variation resulting from a Change in Law; or
 - (iii) any change to the Clinical Services.
- (d) The Innovation Proposal must:
- (i) set out sufficient detail to enable NBGH to evaluate the Innovation Proposal in full;
 - (ii) specify Project Co's reasons and justification for proposing the Innovation Proposal;
 - (iii) request NBGH to consult with Project Co with a view to deciding whether to agree to the Innovation Proposal and, if so, what consequential changes NBGH requires as a result;
 - (iv) indicate any implications of the Innovation Proposal, including a difference between the existing and the proposed requirements of this Project Agreement, and the comparative advantages of each to Project Co and NBGH;
 - (v) indicate, in particular, whether an increase or decrease to the Monthly Service Payments is proposed, and, if so, give a detailed cost estimate of such proposed change;
 - (vi) indicate if there are any dates by which a decision by NBGH must be made; and
 - (vii) include such other information and documentation as may be reasonably requested by NBGH to fully evaluate and consider the Innovation Proposal.
- (e) NBGH shall, acting in good faith, evaluate the Innovation Proposal, taking into account all relevant issues, including whether:
- (i) a change in the Monthly Service Payments will occur;
 - (ii) the Innovation Proposal affects the quality of the Works, the Facility or the Project Co Services, or the likelihood of successful completion of the Works or delivery of the Project Co Services;

- (iii) the Innovation Proposal will interfere with the efficient operation of the Facility or the performance of the Hospital Services;
 - (iv) the Innovation Proposal will interfere with the relationship between NBGH and third parties;
 - (v) the financial strength of Project Co is sufficient to deliver the changed Works or perform the changed Project Co Services, as applicable;
 - (vi) the residual value of the Facility is affected;
 - (vii) the Innovation Proposal materially affects the risks or costs to which NBGH is exposed; or
 - (viii) any other matter NBGH considers relevant.
- (f) NBGH may request clarification or additional information regarding the Innovation Proposal, and may request modifications to the Innovation Proposal.
- (g) NBGH may, in its sole discretion, accept or reject any Innovation Proposal.
- (h) If NBGH accepts the Innovation Proposal, with or without modification, the relevant Innovation Proposal shall be documented and evidenced by a written Variation Confirmation, together with any other documents necessary to amend this Project Agreement or any relevant Project Documents to give effect to the Innovation Proposal.
- (i) Unless NBGH specifically agrees to an increase in the Monthly Service Payments in accepting an Innovation Proposal pursuant to Section 38.2(h), there shall be no increase in the Monthly Service Payments as a result of an Innovation Proposal.
- (j) If, after taking into account the agreed implementation and reasonably allocated development costs incurred by Project Co in connection with the Innovation Proposal and any other uses of the Innovation Proposal by Project Co, the Innovation Proposal causes or will cause the costs of Project Co and/or of a Subcontractor to decrease, the net savings in the costs of Project Co and/or the Subcontractor will be shared equally by Project Co and NBGH, and NBGH's share of the net savings shall, if the Parties agree, be reflected in either a lump sum payment or in a reduction of the Monthly Service Payments.
- (k) If an Innovation Proposal causes or will cause the costs of NBGH to decrease, the net savings in the costs of NBGH will be shared as follows:
- (i) equally by Project Co and NBGH for the first 5 years; and
 - (ii) thereafter, NBGH shall be entitled to the full benefit of the net savings in costs (if applicable),

and Project Co's share of the net savings shall, at NBGH's sole option, be reflected in either a lump sum payment or in an increase in the Monthly Service Payments.

39. DELAY EVENTS

39.1 Definition

- (a) For the purposes of this Project Agreement, "**Delay Event**" means any of the following events or circumstances only to the extent, in each case, that it causes a delay in achieving Substantial Completion by the Scheduled Substantial Completion Date:
- (i) the implementation of a Variation to the extent Project Co has identified such delay in its Estimate and such delay has been documented in the Variation Confirmation;
 - (ii) any breach by NBGH of any of NBGH's obligations under this Project Agreement (including any delay in NBGH giving access to the Site pursuant to Section 14.1 or any obstruction of the rights afforded to Project Co under Section 14.1), except to the extent that any such breach is caused, or contributed to, by Project Co or any Project Co Party;
 - (iii) an opening up of the Works pursuant to Section 20.3 where such Works are not subsequently found to be defective or not in compliance with the requirements of this Project Agreement (including the Technical Requirements and the Project Co Proposal Extracts), unless such opening up of the Works was reasonable in the light of other defects or non-compliance previously discovered by NBGH or the Architect of Record, as applicable, in respect of the same or a similar component of the Works or subset of the Works;
 - (iv) a requirement pursuant to Sections 16.2(b) or 16.2(c) for Project Co to perform any alteration, addition, demolition, extension or variation in the Works, or to suspend or delay performance of the Works, upon the discovery of Contamination, which alteration, addition, demolition, extension or variation in the Works, or suspension or delay in the performance of the Works, would not otherwise be required under this Project Agreement;
 - (v) a requirement pursuant to Sections 16.3(b) or 16.3(c) for Project Co to perform any alteration, addition, demolition, extension or variation in the Works, or to suspend or delay performance of the Works, upon the discovery of any fossils, artifacts and other objects having artistic, historic, archeological or monetary value, including human remains and burial sites, which alteration, addition, demolition, extension or variation in the Works, or suspension or delay in the performance of the Works, would not otherwise be required under this Project Agreement;
 - (vi) the execution of works on the Site not forming part of this Project Agreement by NBGH, any NBGH Party or any other person permitted to execute such works by NBGH or any NBGH Party;

- (vii) a requirement pursuant to Section 11.1 of Schedule 27 - Dispute Resolution Procedure for Project Co to proceed in accordance with the direction of NBGH during the pendency of a Dispute, which Dispute is subsequently determined in Project Co's favour;
- (viii) an event of Force Majeure;
- (ix) a Relief Event; or
- (x) a Relevant Change in Law.

39.2 Consequences of a Delay Event

- (a) Project Co shall provide written notice to the NBGH Representative and the Independent Certifier within 5 Business Days of becoming aware of the occurrence of Delay Event. Project Co shall, within 10 Business Days after such notification, provide further written details to the NBGH Representative and the Independent Certifier which shall include:
 - (i) a statement of which Delay Event the claim is based upon;
 - (ii) details of the circumstances from which the Delay Event arises;
 - (iii) details of the contemporary records which Project Co shall maintain to substantiate its claim for extra time;
 - (iv) details of the consequences (whether direct or indirect, financial or non-financial) which such Delay Event may have upon the Scheduled Substantial Completion Date; and
 - (v) details of any measures which Project Co proposes to adopt to mitigate the consequences of such Delay Event.
- (b) As soon as possible but in any event within 3 Business Days of Project Co receiving, or becoming aware of, any supplemental information which may further substantiate or support Project Co's claim, Project Co shall submit further particulars based on such information to the NBGH Representative and the Independent Certifier.
- (c) The NBGH Representative shall, after receipt of written details under Section 39.2(a), or of further particulars under Section 39.2(b), be entitled by written notice to require Project Co to provide such further supporting particulars as the NBGH Representative may reasonably consider necessary. Project Co shall afford the NBGH Representative and the Independent Certifier reasonable facilities for investigating the validity of Project Co's claim, including, without limitation, on-site inspection.
- (d) Subject to the provisions of this Section 39, the NBGH Representative shall allow Project Co an extension of time equal to the delay caused by the Delay Event and shall fix a revised Scheduled Substantial Completion Date as soon as reasonably practicable and in any event within 10 Business Days of the later of:

- (i) the date of receipt by the NBGH Representative of Project Co's notice given in accordance with Section 39.2(a) and the date of receipt of any further particulars (if such are required under Section 39.2(c)), whichever is later; and
 - (ii) the date of receipt by the NBGH Representative of any supplemental information supplied by Project Co in accordance with Section 39.2(b) and the date of receipt of any further particulars (if such are required under Section 39.2(c)), whichever is later.
- (e) For the avoidance of doubt, there shall be no extension to the Project Term as a result of any delay caused by a Delay Event.
- (f) If:
- (i) the NBGH Representative declines to fix a revised Scheduled Substantial Completion Date;
 - (ii) Project Co considers that a different Scheduled Substantial Completion Date should be fixed; or
 - (iii) there is a dispute as to whether a Delay Event has occurred,

then Project Co shall be entitled to refer the matter for determination by the Independent Certifier. The decision of the Independent Certifier may be disputed by either Party and referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

39.3 Mitigation

- (a) If Project Co is (or claims to be) affected by a Delay Event, Project Co shall, and shall require all Project Co Parties to, take and continue to take commercially reasonable steps:
- (i) to eliminate or mitigate the consequences of such event upon the performance of its obligations under this Project Agreement;
 - (ii) to continue to perform its obligations under this Project Agreement to the extent possible notwithstanding the Delay Event; and
 - (iii) to resume performance of its obligations under this Project Agreement affected by the Delay Event as soon as practicable.
- (b) To the extent that Project Co does not comply with its obligations under this Section 39.3, such failure shall be taken into account in determining Project Co's entitlement to an extension of time pursuant to this Section 39.

40. COMPENSATION EVENTS

40.1 Definition

- (a) For the purposes of this Project Agreement, "**Compensation Event**" means any event referred to in Section 39.1(a)(ii), 39.1(a)(iii), 39.1(a)(iv), 39.1(a)(v), 39.1(a)(vi) and 39.1(a)(vii) as a direct result of which Project Co has incurred loss or expense, whether or not any of these events has also caused a delay.

40.2 Consequences of a Compensation Event

- (a) If a Compensation Event occurs, Project Co's sole right to compensation shall be as set out in this Section 40. For greater certainty, except as aforesaid, no other Delay Event shall entitle Project Co to receive any compensation, except as otherwise provided in:
- (i) Schedule 22 - Variation Procedure, in the case of a Delay Event referred to in Section 39.1(a)(i);
 - (ii) Section 43, in the case of a Delay Event referred to in Section 39.1(a)(viii);
 - (iii) Section 42, in the case of a Delay Event referred to in Section 39.1(a)(ix); and
 - (iv) Section 37, in the case of a Delay Event referred to in Section 39.1(a)(x).
- (b) Subject to Sections 40.3 and 40.4, if it is agreed, or determined in accordance with Schedule 27 - Dispute Resolution Procedure, that there has been a Compensation Event, Project Co shall be entitled to such compensation as would place Project Co in no better and no worse position than it would have been in had the relevant Compensation Event not occurred and, in particular, the Equity IRR after taking the Compensation Event into account will be the Base Case Equity IRR. For greater certainty, in respect of a Compensation Event that is also a Delay Event, such compensation will include amounts which, but for the Delay Event, would have been paid by NBGH to Project Co. Project Co shall promptly provide the NBGH Representative with any information the NBGH Representative may require in order to determine the amount of such compensation.
- (c) If NBGH is required to compensate Project Co pursuant to this Section 40.2, then NBGH may either pay such compensation as a lump sum payment or payments at times and in a manner to be agreed with Project Co, acting reasonably, or, alternatively, NBGH may request Project Co to agree to an adjustment to the Monthly Service Payments. If Project Co agrees to an adjustment to the Monthly Service Payments, then the provisions of Schedule 22 - Variation Procedure shall apply.

40.3 Mitigation

- (a) If Project Co is (or claims to be) affected by a Compensation Event, Project Co shall, and shall require all Project Co Parties to, take and continue to take commercially reasonable steps to minimize the amount of compensation due in accordance with this Section 40 in relation to any Compensation Event.

- (b) To the extent that Project Co does not comply with its obligations under this Section 40.3, such failure shall be taken into account in determining Project Co's entitlement to relief pursuant to this Section 40.

40.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 40 shall be reduced by any amount which Project Co or a Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

41. EXCUSING CAUSES

41.1 Definition

- (a) For the purposes of this Project Agreement, "**Excusing Cause**" means any of the following events or circumstances if it occurs after the Substantial Completion Date and to the extent, in each case, that it interferes adversely with, or causes a failure of, the performance of the Project Co Services or, with respect to Section 41.1(a)(xi), specified Service Performance Indicators:
- (i) the implementation of a Variation to the extent Project Co has identified any impact on the Project Co Services in its Estimate and such impact has been documented in the Variation Confirmation;
 - (ii) any breach by NBGH of any of NBGH's obligations under this Project Agreement (including any obstruction of the rights afforded to Project Co under Section 14.1), except to the extent that any such breach is caused, or contributed to, by Project Co or any Project Co Party;
 - (iii) any deliberate or negligent act or omission of NBGH or any NBGH Party or any failure by NBGH or any NBGH Party (having regard to the interactive nature of the activities of NBGH and Project Co) to take commercially reasonable steps to perform its activities in a manner which minimizes undue interference with Project Co's performance of the Project Co Services, except to the extent:
 - (A) any such act, omission or failure is caused, or contributed to, by Project Co or any Project Co Party;
 - (B) NBGH or the NBGH Party is acting in accordance with a recommendation or instruction of Project Co or any Project Co Party;
 - (C) any such act, omission or failure was contemplated in Schedule 15 - Output Specifications or was otherwise provided for in this Project Agreement; or

- (D) the consequences of any such act, omission or failure would have been prevented by the proper performance of Project Co's obligations under this Project Agreement;
- (iv) the outbreak or the effects of any outbreak of Medical Contamination, except to the extent that such Medical Contamination, or the effects of such Medical Contamination, are caused, or contributed to, by Project Co or any Project Co Party, including any failure by Project Co or any Project Co Party to comply with procedures or instructions relating to control of infection or to take commercially reasonable steps to mitigate the effects of such Medical Contamination, provided that neither Project Co nor any Project Co Party shall be deemed to have caused, or contributed to, an outbreak of Medical Contamination if such Medical Contamination was caused, or contributed to, by an employee of Project Co or any Project Co Party who was unaware of his or her condition;
- (v) the implementation of any action taken by NBGH, or any suspension of Project Co's obligation to deliver all or any part of the Project Co Services, or the compliance by Project Co with instructions given by NBGH, in each case in the circumstances referred to in Section 31;
- (vi) the performance of any Small Works in accordance with the terms of this Project Agreement during the period of time agreed between NBGH and Project Co;
- (vii) any official or unofficial strike, lockout, work to rule or other labour-related action involving employees of NBGH, NEMHC or any NBGH Party;
- (viii) any breach by NBGH of its obligation to perform the Hospital FM Services in accordance with this Project Agreement to the extent that such breach has a material adverse effect on Project Co's ability to perform the Project Co Services;
- (ix) the performance of any Scheduled Maintenance in accordance with the Scheduled Maintenance Plan and any acceleration of Scheduled Maintenance pursuant to Section 27.3, provided that:
 - (A) improperly performed Scheduled Maintenance and the effects thereof shall not constitute an Excusing Cause; and
 - (B) where the Scheduled Maintenance continues beyond the period set out in the Scheduled Maintenance Plan or beyond the period required for its accelerated performance pursuant to Section 27.3 (except where the continuation was due to an Excusing Cause other than as set out in this Section 41.1(a)(ix)), Failure Points may accrue from the time the Scheduled Maintenance was due to have been completed in accordance with the Scheduled Maintenance Plan or Section 27.3, as applicable;
- (x) the occurrence of any Contamination for which NBGH is responsible pursuant to Section 16.2; or

- (xi) the occurrence of outdoor air conditions that fall outside of the range to which the Facility was designed, as set out in Table 7 of Schedule 15 - Output Specifications, to the extent that such occurrence causes a failure to achieve Service Performance Indicators SP12 and SP14 only.

41.2 Consequences of an Excusing Cause

- (a) Provided that the effect of an Excusing Cause is claimed by Project Co, in writing, within 10 Business Days of the date on which Project Co or any Project Co Party became aware of the occurrence of such Excusing Cause, then (subject to Sections 41.3 and 41.4):
 - (i) any failure by Project Co to perform, and any poor performance of, any affected Project Co Services shall not constitute a breach of this Project Agreement by Project Co, no Failure Points shall accrue in respect of such failure and Project Co shall be relieved of its obligations to perform such Project Co Services for the duration and to the extent prevented by such Excusing Cause;
 - (ii) any interference shall be taken into account in measuring the performance of any affected Project Co Services in accordance with the Performance Monitoring Program, which shall be operated as though the relevant Project Co Services had been performed free from such adverse interference;
 - (iii) any interference shall be taken into account in operating the Payment Mechanism, which shall be operated as though any Availability Failure Event or Service Failure resulting from such interference had not occurred, so that Project Co shall be entitled to payment under this Project Agreement as if there had been no such interference with the Project Co Services, provided however that Project Co shall not be entitled to any additional compensation, except as may be provided hereunder for compensation on termination of this Project Agreement, if this Project Agreement is terminated as provided herein;
 - (iv) this Section 41.2 shall not limit NBGH's entitlement to reimbursement pursuant to Section 31.4;
 - (v) NBGH shall reimburse Project Co for all incremental Direct Costs (including all applicable Taxes and all legal or professional services, legal costs being on a substantial indemnity basis) incurred by Project Co as a result of any Excusing Cause referred to in Section 41.1(a)(ii), 41.1(a)(iii), 41.1(a)(vii), 41.1(a)(viii) or 41.1(a)(x), including costs arising from any steps taken to cure or mitigate against such events, together with any applicable margin for overhead and profit on such Direct Costs as set out in Schedule 22 - Variation Procedure; and
 - (vi) the Monthly Service Payments payable by NBGH shall be reduced by any savings in Direct Costs arising from Project Co being relieved of its obligations to perform the Project Co Services as otherwise provided herein, together with any applicable margin for overhead and profit on such Direct Costs as set out in Schedule 22 - Variation Procedure.

41.3 Mitigation

- (a) If Project Co is (or claims to be) affected by an Excusing Cause, Project Co shall, and shall require all Project Co Parties to, take and continue to take commercially reasonable steps:
- (i) to eliminate or mitigate the consequences of such event upon the performance of its obligations under this Project Agreement;
 - (ii) to continue to perform its obligations under this Project Agreement to the extent possible notwithstanding the Excusing Cause; and
 - (iii) to resume performance of its obligations under this Project Agreement affected by the Excusing Cause as soon as practicable.
- (b) To the extent that Project Co does not comply with its obligations under this Section 41.3, such failure shall be taken into account in determining Project Co's entitlement to relief pursuant to this Section 41.

41.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 41 shall be reduced by any amount which Project Co or a Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

42. RELIEF EVENTS

42.1 Definition

- (a) For the purposes of this Project Agreement, "**Relief Event**" means any of the following events or circumstances to the extent, in each case, that it causes any failure by a Party to perform any of its obligations under this Project Agreement:
- (i) fire, explosion, lightning, storm, tempest, hurricane, tornado, flood, bursting or overflowing of water tanks, apparatus or pipes, ionizing radiation (to the extent it does not constitute Force Majeure), earthquake, riot or civil commotion;
 - (ii) failure by any Utility Company, local authority or other like body to perform works or provide services;
 - (iii) accidental loss or damage to the Works and/or the Facility or any roads servicing the Site;

- (iv) without prejudice to any obligation of Project Co to provide stand-by power facilities in accordance with this Project Agreement, failure or shortage of power, fuel or transport;
- (v) blockade or embargo falling short of Force Majeure;
- (vi) any official or unofficial strike, lockout, work to rule or other labour-related action generally affecting the hospital, construction, building maintenance or facilities management industry (or a significant sector of that industry) in the Province of Ontario; or
- (vii) any civil disobedience or protest action, including any action taken by any person or persons protesting or demonstrating against the carrying out of any part of the Project Operations or the construction and/or operation of hospitals in general,

provided, in each case, that such event does not arise (directly or indirectly) as a result of any act or omission of the Party claiming relief and/or (i) in the case of Project Co claiming relief, as a result of any act or omission of any Project Co Party and (ii) in the case of NBGH claiming relief, as a result of any act or omission of any NBGH Party.

42.2 Consequences of a Relief Event

- (a) Subject to Section 42.3 and to a Party's right to terminate this Project Agreement in respect of a Relief Event that has become an event of Force Majeure:
 - (i) no right of termination shall arise under this Project Agreement by reason of any failure by a Party to perform any of its obligations under this Project Agreement; and
 - (ii) as soon as the events or circumstances constituting a Relief Event have ceased, any Failure Points accrued in respect of any failure by Project Co to perform any of its obligations under this Project Agreement shall be cancelled and any related Warning Notices and Monitoring Notices shall be withdrawn,

only to the extent that such failure to perform is caused by the occurrence of a Relief Event (it being acknowledged and agreed by the Parties that all other rights and obligations of the Parties under this Project Agreement remain unaffected by the occurrence of a Relief Event). For greater certainty, NBGH shall be entitled to make Deductions in accordance with Schedule 20 - Payment Mechanism notwithstanding the cancellation of Failure Points pursuant to Section 42.2(a)(ii).

- (b) In respect of a Relief Event that is also a Delay Event pursuant to Section 39.1(a)(ix):
 - (i) Project Co shall only be relieved of its obligations under this Project Agreement to the extent, if any, provided for in Section 39; and
 - (ii) on the earlier of (A) the Substantial Completion Date and (B) the date of payment of the NBGH Default Termination Sum, Force Majeure Termination Sum or

Prohibited Acts Termination Sum (and as a part thereof) in accordance with Schedule 23 - Compensation on Termination, NBGH shall pay to Project Co an amount equal to the Debt Service Amount paid by Project Co, [REDACTED] or any Project Co Party to the Senior Lenders up to and including such date, together with interest thereon at the rate payable on the principal amount of debt funded under the Lending Agreements, which, but for the Delay Event, would have been paid by NBGH to Project Co.

- (c) If a Relief Event occurs prior to the Substantial Completion Date, Project Co shall not be entitled to receive any compensation other than as expressly provided in Sections 42.2(b)(ii) and 48.
- (d) During a Relief Event which occurs on or after the Substantial Completion Date, the provisions of Schedule 20 - Payment Mechanism will continue to be in full force and effect, provided that, during such period, the Monthly Service Payment shall never be less than the Debt Service Amount.
- (e) Subject to Section 48, Project Co's sole right to payment or otherwise in relation to the occurrence of a Relief Event shall be as provided in this Section 42.

42.3 Mitigation and Process

- (a) Where a Party is (or claims to be) affected by a Relief Event, such Party shall take commercially reasonable steps to mitigate the consequences of the Relief Event upon the performance of its obligations under this Project Agreement, shall resume performance of its obligations affected by the Relief Event as soon as practicable and shall use commercially reasonable efforts to remedy its failure to perform.
- (b) To the extent that the Party claiming relief does not comply with its obligations under this Section 42.3, such failure shall be taken into account in determining such Party's entitlement to relief pursuant to this Section 42.
- (c) The Party claiming relief shall give written notice to the other Party within 5 Business Days of such Party becoming aware of the relevant Relief Event. Such initial notice shall give sufficient details to identify the particular event claimed to be a Relief Event.
- (d) A subsequent written notice shall be given by the Party claiming relief to the other Party within a further 5 Business Days of the initial notice, which notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including, without limitation, the effect of the Relief Event on the ability of the Party to perform, the action being taken in accordance with Section 42.3(a), the date of the occurrence of the Relief Event, and an estimate of the period of time required to overcome the Relief Event and/or its effects
- (e) The Party claiming relief shall notify the other as soon as the consequences of the Relief Event have ceased and of when performance of its affected obligations can be resumed.

- (f) If, following the issue of any notice referred to in Section 42.3(d), the Party claiming relief receives or becomes aware of any further information relating to the Relief Event and/or any failure to perform, such Party shall submit such further information to the other Party as soon as reasonably possible.

42.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 42 shall be reduced by any amount which Project Co or a Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

43. FORCE MAJEURE

43.1 Definition

- (a) For the purposes of this Project Agreement, "**Force Majeure**" means any of the following events or circumstances which, except as otherwise provided in Sections 43.1(a)(vi) and 43.1(a)(vii), directly causes either Party to be unable to perform all or a material part of its obligations under this Project Agreement:
- (i) war, civil war, armed conflict, terrorism, acts of foreign enemies or hostilities;
 - (ii) nuclear or radioactive contamination of the Works, the Facility and/or the Site, unless Project Co or any Project Co Party is the source or cause of the contamination;
 - (iii) chemical or biological contamination of the Works, the Facility and/or the Site from any event referred to in Section 43.1(a)(i);
 - (iv) pressure waves caused by devices traveling at supersonic speeds;
 - (v) the discovery of any fossils, artifacts and other objects having artistic, historic, archeological or monetary value, including human remains and burial sites, which, as a result of Applicable Law, requires the Works to be abandoned;
 - (vi) a Change in Law which renders Project Co incapable of performing all or substantially all of its obligations under this Project Agreement; or
 - (vii) a Relief Event that continues for 90 days, except where such Relief Event is or results from damage to or destruction of a material part of the Facility that is the subject of a claim under an insurance policy and the Facility is being repaired.

43.2 Consequences of Force Majeure

- (a) Subject to Section 43.3, the Party claiming relief shall be relieved from liability under this Project Agreement to the extent that, by reason of the Force Majeure, it is not able to perform its obligations under this Project Agreement.
- (b) In respect of an event of Force Majeure that is also a Delay Event pursuant to Section 39.1(a)(viii):
 - (i) Project Co shall only be relieved of its obligations under this Project Agreement to the extent, if any, provided for in Section 39; and
 - (ii) on the earlier of (A) the Substantial Completion Date and (B) the date of payment of the NBGH Default Termination Sum, Force Majeure Termination Sum or Prohibited Acts Termination Sum (and as a part thereof) in accordance with Schedule 23 - Compensation on Termination, NBGH shall pay to Project Co an amount equal to the Debt Service Amount paid by Project Co, [REDACTED] or any Project Co Party to the Senior Lenders up to and including such date, together with interest thereon at the rate payable on the principal amount of debt funded under the Lending Agreements, which, but for the Delay Event, would have been paid by NBGH to Project Co.
- (c) If an event of Force Majeure occurs prior to the Substantial Completion Date, Project Co shall not be entitled to receive any compensation other than as expressly provided in Sections 43.2(b)(ii) and 48.
- (d) During an event of Force Majeure which occurs on or after the Substantial Completion Date, the provisions of Schedule 20 - Payment Mechanism will be suspended, and NBGH shall pay to Project Co, for each Payment Period, an amount which reflects the cost to Project Co of the Project Co Services provided to NBGH and the portion of the Facility that is available for use by NBGH, provided that, during such period, the amount paid to Project Co pursuant to this Section 43.2(d) shall never be less than the Debt Service Amount.
- (e) Subject to Section 48, Project Co's sole right to payment or otherwise in relation to the occurrence of an event of Force Majeure shall be as provided in this Section 43.

43.3 Mitigation and Process

- (a) Where a Party is (or claims to be) affected by an event of Force Majeure, such Party shall take commercially reasonable steps to mitigate the consequences of such event of Force Majeure upon the performance of its obligations under this Project Agreement, shall resume performance of its obligations affected by the event of Force Majeure as soon as practicable and shall use commercially reasonable efforts to remedy its failure to perform.

- (b) To the extent that the Party claiming relief does not comply with its obligations under this Section 43.3, such failure shall be taken into account in determining such Party's entitlement to relief pursuant to this Section 43.
- (c) The Party claiming relief shall give written notice to the other Party within 5 Business Days of such Party becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.
- (d) A subsequent written notice shall be given by the Party claiming relief to the other Party within a further 5 Business Days of the initial notice, which notice shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including, without limitation, the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with Section 43.3(a), the date of the occurrence of the event of Force Majeure, and an estimate of the period of time required to overcome the event of Force Majeure and its effects.
- (e) The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and of when performance of its affected obligations can be resumed.
- (f) If, following the issue of any notice referred to in Section 43.3(d), the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure and/or any failure to perform, such Party shall submit such further information to the other Party as soon as reasonably possible.

43.4 Insured Exposure

- (a) The compensation payable to Project Co pursuant to this Section 43 shall be reduced by any amount which Project Co or a Project Co Party recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of this Project Agreement in respect of insurance or the terms of any policy of insurance required under this Project Agreement, which amount, for greater certainty, shall not include any excess or deductibles or any amount over the maximum amount insured under any such insurance policy.

43.5 Modifications

- (a) The Parties shall use commercially reasonable efforts to agree to any modifications to this Project Agreement which may be equitable having regard to the nature of an event or events of Force Majeure. Schedule 27 - Dispute Resolution Procedure shall not apply to a failure of NBGH and Project Co to reach agreement pursuant to this Section 43.5.

44. PROJECT CO DEFAULT

44.1 Project Co Events of Default

- (a) For the purposes of this Project Agreement, "**Project Co Event of Default**" means any one or more of the following events or circumstances:
- (i) the occurrence of any of the following events other than as a consequence of a breach by NBGH of its payment obligations hereunder:
 - (A) Project Co admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or a receiver, manager, administrator, administrative receiver, receiver and manager, trustee, custodian or other similar official or any other like person is appointed by or on behalf of or at the instance of a creditor of Project Co with respect to Project Co or any of the property, assets or undertaking of Project Co, or any creditor of Project Co takes control, or takes steps to take control, of Project Co or any of Project Co's assets, or any proceedings are instituted against Project Co that result in Project Co being declared or ordered bankrupt or in administration, liquidation, winding-up, reorganization, compromise, arrangement, adjustment, protection, relief or composition of it or with respect to it or its debts or obligations, or any such proceedings are instituted by Project Co seeking any such result, or any such proceedings are instituted by a person other than Project Co, NBGH, a NBGH Party or a person related to any of them seeking such result and such proceedings have or will have a material adverse effect on the performance of Hospital Services (where such proceedings have not been withdrawn, stayed, discharged, or are otherwise of no further effect, within 90 days of being instituted), under any Applicable Law (including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada)) relating to bankruptcy, insolvency or reorganization of or relief with respect to debtors or debtors' obligations or assets or other similar matters, or seeking the appointment of a receiver, manager, administrator, administrative receiver, receiver and manager, trustee, custodian or other similar official or like person for it or with respect to any of its assets, or any resolutions are passed or other corporate actions of Project Co are taken to authorize any of the actions set forth in this Section 44.1(a)(i)(A);
 - (B) Project Co ceases performing a substantial portion of its business, or a substantial portion of such business is suspended or is not being performed, whether voluntarily or involuntarily, that has or will have a material adverse effect on Project Co's ability to perform its obligations under this Project Agreement;
 - (C) if any execution, sequestration, extent or other process of any court becomes enforceable against Project Co or if a distress or analogous

process is levied against any property of Project Co that materially adversely affects Project Co's ability to perform its obligations hereunder;
or

- (D) Project Co shall suffer any event, or any event or set of circumstances occurs or comes about, analogous to the foregoing events or sets of circumstances set out this Section 44.1(a)(i) in any jurisdiction in which it is incorporated or resident and such event or set of circumstances would, if set out in Section 44.1(a)(i)(A), (B) or (C), constitute a Project Co Event of Default;
- (ii) Project Co failing to achieve Substantial Completion within 365 days after the Scheduled Substantial Completion Date (the "**Longstop Date**");
- (iii) Project Co either:
 - (A) failing to deliver a rectification plan under Section 21.3(a)(iii)(B);
 - (B) delivering a rectification plan under Section 21.3(a)(iii)(B) which indicates that Project Co will not achieve Substantial Completion by the Longstop Date; or
 - (C) delivering a rectification plan under Section 21.3(a)(iii)(B) that is not acceptable to the Independent Certifier, acting reasonably, as to the matters set out in Section 21.3(a)(iii)(B)(II);
- (iv) Project Co making any representation or warranty herein that is false or misleading when made, and that has or will have at any time a material adverse effect on the performance of Project Operations or the Hospital Services, or that may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system, and, in the case of a false or misleading representation or warranty that is capable of being remedied, such breach is not remedied within 10 Business Days of receipt of notice of the same from NBGH;
- (v) Project Co committing a breach of Sections 51 or 52 or a breach of its obligations under this Project Agreement (other than a breach that is otherwise referred to in Sections 44.1(a)(i) to (iv) inclusive or 44.1(a)(vi) to (xviii) inclusive) which has or will have a material adverse effect on the performance of the Hospital Services, other than where such breach is a consequence of a breach by NBGH of its obligations under this Project Agreement, and upon becoming aware of such breach Project Co failing to remedy such breach in accordance with all of the following:

- (A) Project Co shall:
 - (I) immediately commence and thereafter diligently continue to remedy the breach and to mitigate any adverse effects on NBGH and the performance of the Hospital Services;
 - (II) put forward, within 5 Business Days of receipt of notice of such breach from NBGH, a reasonable plan and schedule for diligently remedying the breach and mitigating its effect, which plan and schedule shall specify in reasonable detail the manner in which, and the latest date by which, such breach is proposed to be remedied, which latest date shall in any event be within 60 days of notice of such breach, or if such breach is not capable of being rectified in such period then such longer period as is reasonable in the circumstances; and
 - (III) thereafter perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder; and
- (B) upon Project Co failing to comply with any of the provisions of Section 44.1(a)(v)(A):
 - (I) Project Co shall continue to diligently remedy the breach and to mitigate any adverse effects on NBGH and the performance of the Hospital Services;
 - (II) Project Co shall, within 3 Business Days after notice from NBGH, submit a plan and schedule, which NBGH shall have no obligation to accept, for remedying the breach and mitigating its effect within such period, if any, acceptable to NBGH, in its sole discretion, and thereafter perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder; and
 - (III) for greater certainty, Project Co failing to comply with any of the provisions of this Section 44.1(a)(v)(B), or NBGH, in its sole discretion, not accepting the plan and schedule submitted by Project Co pursuant to that Section, shall constitute a Project Co Event of Default;
- (vi) Project Co wholly abandoning the Works for a period which exceeds 3 Business Days from receipt by Project Co of a written request to return to the Site, other than as a consequence of a breach by NBGH of its obligations under this Project Agreement;
- (vii) Project Co ceasing to provide any Project Co Service in accordance with this Project Agreement which are necessary for the performance of the Hospital

Services, other than as a consequence of a breach by NBGH of its obligations under this Project Agreement;

- (viii) Project Co failing to comply with Sections 58.1 or 58.3;
- (ix) the occurrence of any Change in Ownership or Change in Control which is prohibited by Section 58.4;
- (x) Project Co being awarded a total of 1,500 or more Failure Points in any rolling 12 Payment Periods;
- (xi) Project Co failing to remove an Encumbrance that arose due to an act or omission of Project Co or any Project Co Party (other than a Title Encumbrance and any Encumbrances derived through NBGH) within 45 days of the earlier of:
 - (A) the registration of such Encumbrance against title to the Site or any part thereof; and
 - (B) the date on which Project Co or any Project Co Party knew, or ought to have known, about the existence of the Encumbrance;
- (xii) Project Co failing to pay any sum or sums due to NBGH under this Project Agreement, which sum or sums are not being disputed by Project Co in accordance with Schedule 27 - Dispute Resolution Procedure and which sum or sums, either singly or in aggregate, exceed(s) \$250,000 (index linked), and such failure continues for 30 days from receipt by Project Co of a notice of non-payment from NBGH;
- (xiii) Project Co failing to comply with Section 59;
- (xiv) Project Co failing to comply with Section 7.3 or Schedule 28 - Refinancing;
- (xv) Project Co failing to obtain any bond, security or insurance required to be obtained by or on behalf of Project Co pursuant to this Project Agreement or any such bond, security or insurance being vitiated or otherwise ceasing to be in full force and effect or in material compliance with the requirements set out in this Project Agreement, other than as a consequence of a breach by NBGH of its obligations under this Project Agreement, and:
 - (A) in respect of insurance, such breach by Project Co is not remedied within 10 Business Days of the occurrence of the breach; and
 - (B) in respect of a bond or security, such breach by Project Co is not remedied within 5 Business Days of Project Co becoming aware of such breach;
- (xvi) Project Co failing to comply with any determination, order or award made against Project Co in accordance with Schedule 27 - Dispute Resolution Procedure;

- (xvii) at any time after the Substantial Completion Date, Project Co committing a breach of its obligations under this Project Agreement (other than as a consequence of a breach by NBGH of its obligations under this Project Agreement) which results in a criminal conviction or a conviction under the *Occupational Health and Safety Act* (Ontario) against Project Co or any Project Co Party or NBGH (an "**H&S Conviction**") provided however that:
- (A) an H&S Conviction of Project Co, a Project Co Party or NBGH shall not constitute a Project Co Event of Default if, within 90 days from the date of the H&S Conviction (whether or not the H&S Conviction is subject to an appeal or any further judicial process), the involvement in the Project Operations of each relevant Project Co Party (which in the case of an individual director, officer or employee shall be deemed to include the Project Co Party of which that person is a director, officer or employee) is terminated in accordance with Section 58.3 or Project Co takes such other disciplinary action against each such Project Co Party as is acceptable to NBGH, in its sole discretion; and
 - (B) in determining whether to exercise any right of termination for a Project Co Event of Default pursuant to this Section 44.1(a)(xvii), NBGH shall:
 - (I) act in a reasonable and proportionate manner having regard to such matters as the gravity of any offence and the identity of the person committing the act leading to the H&S Conviction; and
 - (II) give all due consideration, where appropriate, to action other than termination of this Project Agreement; or
- (xviii) Project Co failing to comply with Sections 28.1, 28.2, 28.3, 28.8, 28.11 or 28.23.

44.2 Notification of Occurrence

- (a) Project Co shall, promptly upon Project Co becoming aware of the occurrence, notify NBGH of the occurrence, and details, of any Project Co Event of Default and of any event or circumstance which is likely, with the passage of time, giving of notice, determination of any condition, or otherwise, to constitute or give rise to a Project Co Event of Default.

44.3 Right to Termination

- (a) On the occurrence of a Project Co Event of Default, or at any time after NBGH becomes aware of a Project Co Event of Default, and, if the occurrence of a Project Co Event of Default is disputed by Project Co in good faith, then following confirmation in accordance with Schedule 27 - Dispute Resolution Procedure that a Project Co Event of Default has occurred, NBGH may, subject to Section 44.4, terminate this Project Agreement in its entirety by written notice having immediate effect, such notice to be given to Project Co, and to any person specified in the Lenders' Direct Agreement to receive such notice.

44.4 Remedy Provisions

- (a) In the case of a Project Co Event of Default referred to in Sections 44.1(a)(i)(B), 44.1(a)(i)(C), 44.1(a)(i)(D) (where the Project Co Event of Default referred to in Section 44.1(a)(i)(D) is analogous to a Project Co Event of Default referred to in Section 44.1(a)(i)(B) or 44.1(a)(i)(C)), 44.1(a)(iii), 44.1(a)(iv), 44.1(a)(vi), 44.1(a)(vii), 44.1(a)(viii), 44.1(a)(ix) (where the Project Co Event of Default referred to in Section 44.1(a)(ix) is capable of being remedied), 44.1(a)(xii), 44.1(a)(xiv), 44.1(a)(xv) (where the Project Co Event of Default referred to in Section 44.1(a)(xv) is not in respect of insurance), 44.1(a)(xvi), 44.1(a)(xvii) or 44.1(a)(xviii), NBGH shall, prior to being entitled to terminate this Project Agreement, give notice of default to Project Co, and to any person specified in the Lenders' Direct Agreement to receive such notice, and Project Co shall:
- (i) within 5 Business Days of such notice of default, put forward a reasonable plan and schedule for diligently remedying the Project Co Event of Default, which schedule shall specify in reasonable detail the manner in, and the latest date by which, such Project Co Event of Default is proposed to be remedied, which latest date shall, in any event, be within 30 days of the notice of default, or if such breach is not capable of being remedied in such period then such longer period as is acceptable to NBGH, acting reasonably; and
 - (ii) thereafter, perform its obligations to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations thereunder.
- (b) Where Project Co puts forward a plan and schedule in accordance with Section 44.4(a)(i) that has a date for the Event of Default to be remedied that is beyond 30 days from the notice of default, NBGH shall have 5 Business Days from receipt of the same within which to notify Project Co that NBGH does not accept such longer period in the plan and schedule and that the 30 day limit will apply, failing which NBGH shall be deemed to have accepted the longer period in the plan and schedule.
- (c) If a Project Co Event of Default, of which a notice of default was given under Section 44.4(a), occurs and:
- (i) Project Co fails to immediately commence and thereafter diligently continue to remedy the Project Co Event of Default and to mitigate any adverse effects on NBGH and the performance of the Hospital Services; or
 - (ii) Project Co fails to put forward a plan and schedule pursuant to Section 44.4(a)(i); or
 - (iii) such Project Co Event of Default is not remedied within 30 days of such notice of default or such longer period as is established pursuant to the plan and schedule established pursuant to Sections 44.4(a) and (b); or

- (iv) where Project Co puts forward a plan and schedule pursuant to Section 44.4(a)(i) and Project Co fails to perform its obligations thereunder necessary to achieve all elements of such plan and schedule in accordance with its terms within the time for the performance of its obligations,

then NBGH may terminate this Project Agreement in its entirety by written notice with immediate effect, such notice to be given to Project Co, and to any person specified in the Lenders' Direct Agreement to receive such notice.

- (d) Notwithstanding that NBGH may give the notice referred to in Section 44.4(a), and without prejudice to the other rights of NBGH in this Section 44.4, at any time during which a Project Co Event of Default is continuing, NBGH may, at Project Co's risk and expense, take such steps as NBGH considers appropriate, either itself or by engaging others (including a third party) to take such steps, to perform or obtain the performance of Project Co's obligations under this Project Agreement or to remedy such Project Co Event of Default.
- (e) Upon the occurrence of a Project Co Event of Default that Project Co has remedied pursuant to this Section 44.4, such occurrence of a Project Co Event of Default shall thereafter cease to be a Project Co Event of Default and NBGH shall not be entitled to terminate this Project Agreement for that occurrence of a Project Co Event of Default.

44.5 Replacement of Non-Performing Service Provider

- (a) NBGH may, acting reasonably, require Project Co to terminate the Service Contract and ensure that a replacement Service Provider is appointed in accordance with Section 58.3 to provide the Project Co Services within 60 days:
 - (i) as an alternative to termination of this Project Agreement pursuant to Sections 44.3 or 44.4, in any circumstance in which NBGH could exercise such right of termination, if the Project Co Event of Default was caused, or contributed to, by the Service Provider or otherwise relates to the Project Co Services; or
 - (ii) if Project Co receives 800 Failure Points in any 6 consecutive Payment Periods,provided that this Section 44.5 shall not give rise to partial termination of either the obligation to provide the Project Operations or this Project Agreement.
- (b) If NBGH exercises its rights under this Section 44.5, Project Co shall, within 5 Business Days, put forward a proposal for the interim management or provision of the Project Co Services until such time as a replacement Service Provider can be engaged by Project Co. If Project Co fails to do so, or if its proposal is not reasonably likely to give adequate provision of the Project Co Services and the Parties cannot agree within a further 3 Business Days to a plan for the interim management or provision of the Project Co Services, then, without prejudice to the other rights of NBGH in this Section 44.5, NBGH itself may perform, or engage others (including a third party) to perform, the Project Co Services and Section 31.4 shall apply, *mutatis mutandis*, to the Project Co Services. Any Dispute in respect of the interim management or provision of the Project Co Services

may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

- (c) If Project Co fails to terminate, or secure the termination of, the Service Contract and to secure a replacement Service Provider in accordance with this Section 44.5, NBGH shall be entitled to exercise its termination rights in accordance with Sections 44.3 and 44.4, as applicable.

44.6 NBGH's Costs

- (a) Project Co shall reimburse NBGH for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a substantial indemnity basis) properly incurred by NBGH in exercising its rights under this Section 44, including any relevant increased administrative expenses. NBGH shall take commercially reasonable steps to mitigate such costs.

44.7 No other Rights to Terminate

- (a) NBGH shall have no right or entitlement to terminate this Project Agreement, or to accept any repudiation of this Project Agreement, and shall not purport to exercise any such right or entitlement except as set forth in Sections 44 and 46.

45. NBGH DEFAULT

45.1 NBGH Events of Default

- (a) For the purposes of this Project Agreement, "**NBGH Event of Default**" means any one or more of the following events or circumstances:
 - (i) NBGH failing to pay any sum or sums due to Project Co under this Project Agreement, which sum or sums are not being disputed by NBGH in accordance with Schedule 27 - Dispute Resolution Procedure and which sum or sums, either singly or in aggregate, exceed(s) \$250,000 (index linked), and:
 - (A) subject to Section 45.1(a)(i)(B), in the case of any failure to make any individual Monthly Service Payment, such failure continues for a period of 30 days;
 - (B) in respect of any 3 Monthly Service Payments in any rolling 9 month period, there have been failures to make payment for periods of 15 Business Days in respect of each such Monthly Service Payment; or
 - (C) in the case of any other payment due and payable by NBGH to Project Co under this Project Agreement, such failure continues for a period of 90 days,

in any such case, from receipt by NBGH of a notice of non-payment from or on behalf of Project Co;

- (ii) a Change in Law which renders NBGH incapable of performing all or substantially all of its obligations under this Project Agreement, unless NBGH assigns this Project Agreement, or such Change in Law would have the effect of assigning this Project Agreement, in accordance with Section 58.2;
- (iii) NBGH committing a material breach of its obligations under Section 14 (other than as a consequence of a breach by Project Co of its obligations under this Project Agreement), which breach materially adversely affects the ability of Project Co to perform its obligations under this Project Agreement for a continuous period of not less than 60 days;
- (iv) an expropriation, sequestration or requisition of the shares of Project Co by NBGH or any Governmental Authority; or
- (v) an act of any Governmental Authority which frustrates or renders it impossible for Project Co to perform all or substantially all of its obligations under this Project Agreement for a continuous period of not less than 60 days.

45.2 Project Co's Options

- (a) On the occurrence of an NBGH Event of Default and while the same is continuing, Project Co may give notice to NBGH of the occurrence of such NBGH Event of Default, which notice will specify the details thereof, and, at Project Co's option and without prejudice to its other rights and remedies under this Project Agreement, may:
 - (i) suspend performance of its obligations under this Project Agreement until such time as NBGH has remedied such NBGH Event of Default; or
 - (ii) if such NBGH Event of Default has not been remedied within 30 days of receipt by NBGH of notice of the occurrence of such NBGH Event of Default, terminate this Project Agreement in its entirety by notice in writing having immediate effect.

45.3 Project Co's Costs

- (a) NBGH shall reimburse Project Co for all reasonable costs (including all applicable Taxes and all legal or professional services, legal costs being on a substantial indemnity basis) properly incurred by Project Co in exercising its rights under this Section 45, including any relevant increased administrative expenses. Project Co shall take commercially reasonable steps to mitigate such costs.

45.4 No Other Rights to Terminate

- (a) Project Co shall have no right or entitlement to terminate this Project Agreement, nor to accept any repudiation of this Project Agreement, and shall not exercise, nor purport to exercise, any such right or entitlement except as expressly set forth in this Project Agreement.

46. NON-DEFAULT TERMINATION**46.1 Termination for Force Majeure**

- (a) If an event of Force Majeure occurs and the Parties, having used commercially reasonable efforts, have failed to reach agreement on any modification to this Project Agreement pursuant to Section 43.5 within 180 days of the date on which the Party affected gives notice to the other Party as set out therein, either Party may at any time afterwards terminate this Project Agreement by written notice to the other Party having immediate effect provided always that the effects of the relevant event of Force Majeure continues during such period to prevent either Party from performing a material part of its obligations under this Project Agreement.

46.2 Termination for Convenience

- (a) NBGH shall, in its sole discretion and for any reason whatsoever, be entitled to terminate this Project Agreement at any time on 180 days' written notice to Project Co. Such written notice shall include confirmation that NBGH has, in respect of such termination, obtained the prior written consent of MOHLTC.
- (b) In the event of notice being given by NBGH in accordance with this Section 46.2, NBGH shall, at any time before the expiration of such notice, be entitled to direct Project Co to refrain from commencing, or allowing any third party to commence, the Works, or any part or parts of the Works, or the Project Co Services, or any element of the Project Co Services, where such Works or Project Co Services have not yet been commenced.

46.3 Automatic Expiry on Expiry Date

- (a) This Project Agreement shall terminate automatically on the Expiry Date.
- (b) Project Co shall not be entitled to any compensation due to termination of this Project Agreement on expiry of the Project Term on the Expiry Date.

47. EFFECT OF TERMINATION**47.1 Termination**

- (a) Notwithstanding any provision of this Project Agreement, upon the service of a notice of termination or termination on the Expiry Date pursuant to Section 46.3, this Section 47 shall apply in respect of such termination.

47.2 Continued Effect - No Waiver

- (a) Notwithstanding any breach of this Project Agreement by a Party, the other Party may elect to continue to treat this Project Agreement as being in full force and effect and to enforce its rights under this Project Agreement without prejudice to any other rights which such other Party may have in relation to such breach. The failure of either Party to exercise any right under this Project Agreement, including any right to terminate this

Project Agreement and any right to claim damages, shall not be deemed to be a waiver of such right for any continuing or subsequent breach.

47.3 Continuing Performance

- (a) Subject to any exercise by NBGH of its rights to perform, or to seek, pursuant to this Project Agreement, a third party to perform, the obligations of Project Co, the Parties shall continue to perform their obligations under this Project Agreement (including, if applicable, pursuant to Schedule 23 - Compensation on Termination), notwithstanding the giving of any notice of default or notice of termination, until the termination of this Project Agreement becomes effective in accordance with this Section 47.

47.4 Effect of Notice of Termination

- (a) On the service of a notice of termination, or termination on the Expiry Date pursuant to Section 46.3:
- (i) if termination is prior to the Substantial Completion Date, in so far as any transfer shall be necessary to fully and effectively transfer such property to NBGH as shall not already have been transferred to NBGH pursuant to Section 54.1, Project Co shall transfer to, and there shall vest in, NBGH, free from all Encumbrances other than the Title Encumbrances and any Encumbrances derived through NBGH, such part of the Works and Facility as shall have been constructed and such items of the Plant and Equipment as shall have been procured by Project Co, and, if NBGH so elects:
- (A) all plant, equipment and materials (other than those referred to in Section 47.4(a)(i)(B)) on or near to the Site shall remain available to NBGH for the purposes of completing the Works; and
- (B) all construction plant and equipment shall remain available to NBGH for the purposes of completing the Works, subject to payment by NBGH of the Construction Contractor's reasonable charges;
- (ii) in so far as title shall not have already passed to NBGH pursuant to Section 54.1 or Section 47.4(a)(i), Project Co shall hand over to, and there shall vest in, NBGH, free from all Encumbrances other than the Title Encumbrances and any Encumbrances derived through NBGH, the Facility together with all other assets and rights capable of being transferred that are necessary for the performance of the Project and the Project Operations and all facilities and equipment, including the Equipment, and to the extent that any such assets or rights are not capable of being transferred by Project Co to NBGH, Project Co shall enter into agreements or make other arrangements in order to permit the use of the assets or rights by NBGH in order to enable it, or its designated agents or subcontractors, to continue to perform the activities which would have otherwise been performed by Project Co if this Project Agreement had not been terminated;

- (iii) in the case of the termination of this Project Agreement on the Expiry Date in accordance with Section 46.3, the Facility and elements of the Facility shall be in the condition required in accordance with Section 49 and Schedule 24 - Expiry Transition Procedure;
- (iv) if NBGH so elects, Project Co shall ensure that any of the Subcontracts between Project Co and a Subcontractor (including the Construction Contract and the Service Contract), any other instrument entered into between any such Subcontractor and Project Co for securing the performance by such Subcontractor of its obligations in respect of the Project Operations or to protect the interests of Project Co, shall be novated or assigned to NBGH or its nominee, provided that where termination occurs other than as a result of a Project Co Event of Default, the consent of the relevant Subcontractor shall be required, and further provided that any such novation or assignment of a Subcontract with the Construction Contractor or the Service Provider shall be made by NBGH pursuant to, and subject to, the terms of the applicable Direct Agreement;
- (v) Project Co shall, or shall ensure that any Project Co Party shall, offer to sell (and if NBGH so elects, execute such sale) to NBGH at a fair value (determined as between a willing vendor and willing purchaser, with any Disputes as to such fair value being resolved in accordance with Schedule 27 - Dispute Resolution Procedure), free from any Encumbrance (other than the Title Encumbrances and any Encumbrances derived through NBGH), all or any part of the stocks of material and other assets, road vehicles, spare parts and other moveable property owned by Project Co or any Project Co Parties and dedicated to or predominantly used in respect of the Facility, and reasonably required by NBGH in connection with the operation of the Facility or the provision of the Project Co Services;
- (vi) Project Co shall deliver to NBGH (as far as not already delivered to NBGH) one complete set of:
 - (A) the most recent As Built Drawings in the format that NBGH, acting reasonably, considers most appropriate at the time showing all alterations made to the Facility since the Substantial Completion Date;
 - (B) the most recent maintenance, operation and training manuals for the Facility; and
 - (C) the Plant Services Information Management System, fully updated;
- (vii) Project Co shall use commercially reasonable efforts to assign, or otherwise transfer, to NBGH, free of Encumbrances (other than the Title Encumbrances and any Encumbrances derived through NBGH), the benefit of all manufacturers' warranties, including all documentation in respect thereof, in respect of mechanical and electrical plant and equipment used or made available by Project Co under this Project Agreement and included in the Facility;

- (viii) Project Co shall deliver to NBGH all information, reports, documents, records and the like referred to in Section 36, including as referred to in Schedule 26 - Record Provisions, except where such are required by Applicable Law to be retained by Project Co or the Project Co Parties (in which case complete copies shall be delivered to NBGH);
- (ix) if termination is prior to the Substantial Completion Date, to the extent not already required by the foregoing provisions of this Section 47.4, Project Co shall deliver to NBGH (as far as not already delivered to NBGH) one complete set of all Project Data and Intellectual Property relating to the design, construction and completion of the Works and Facility; and
- (x) Project Co shall ensure that the Transferred Employees are made available to be employed by NBGH to enable NBGH to carry out the activities previously carried out by Project Co under this Project Agreement.

47.5 Ownership of Information

- (a) Subject to Section 50, all information obtained by Project Co, including the Existing Design, the As Built Drawings and other technical drawings and data, supplier agreements and contracts, utilities consumption information, environmental and technical reports, static building information, lease, licence and subletting data and contracts, asset condition data, standard operating procedures, processes and manuals and all other information directly related to the Project Operations accumulated over the course of the Project Term shall be the property of NBGH and upon termination of this Project Agreement shall be provided or returned to NBGH, as applicable, in electronic format acceptable to NBGH, acting reasonably, where it exists in electronic format, and in its original format, when not in electronic format.

47.6 Provision in Subcontracts

- (a) Project Co shall make provision in all Subcontracts to which it is a party (including requiring the relevant Subcontractors to make such provision and to require other Subcontractors to make such provision) to ensure that NBGH shall be in a position to exercise its rights, and Project Co shall be in a position to perform its obligations, under this Section 47.

47.7 Transitional Arrangements

- (a) On the termination of this Project Agreement for any reason, for a reasonable period both before and after any such termination, Project Co shall, subject to the continued provision of Project Co Services pursuant to Sections 3.2 and 3.3 of Schedule 23 - Compensation on Termination if applicable:
 - (i) cooperate fully with NBGH and any successors providing to NBGH services in the nature of any of the Project Co Services or any part of the Project Co Services in order to achieve a smooth transfer of the manner in which NBGH obtains services in the nature of the Project Co Services and to avoid or mitigate, in so far

as reasonably practicable, any inconvenience or any risk to the health and safety of the users of the Facility, including employees, patients, volunteers and visitors to the Facility and members of the public;

- (ii) as soon as practicable remove from the Site all property belonging to Project Co or any Project Co Party that is not acquired by NBGH pursuant to Section 47.4 or otherwise, and, if Project Co has not done so within 60 days after any notice from NBGH requiring it to do so, NBGH may, without being responsible for any loss, damage, costs or expenses, remove and sell any such property and shall hold any proceeds, less all costs incurred to the credit of Project Co;
 - (iii) forthwith deliver to the NBGH Representative:
 - (A) all keys to, and any pass cards and other devices used to gain access to any part of the Facility; and
 - (B) to the extent transferable and without prejudice to NBGH's rights pursuant to Section 50, any copyright licences for any computer programs, or licences to use the same, used in connection with the operation of the Facility; and
 - (iv) as soon as practicable vacate the Site and, without limiting Project Co's obligations under Schedule 24 - Expiry Transition Procedure, shall leave the Site and the Facility in a safe, clean and orderly condition.
- (b) If NBGH wishes to conduct a competition prior to the Expiry Date with a view to entering into an agreement for the provision of services, which may or may not be the same as, or similar to, the Project Co Services or any of them, following the expiry of this Project Agreement, Project Co shall, subject to payment of Project Co's reasonable costs, cooperate with NBGH fully in such competition process, including by:
- (i) providing any information which NBGH may reasonably require to conduct such competition, including all information contained in the Plant Services Information Management System, other than Sensitive Information; and
 - (ii) assisting NBGH by allowing any or all participants in such competition process unrestricted access to the Site and the Facility.

47.8 Termination upon Aforesaid Transfer

- (a) On completion of Project Co's obligations pursuant to this Section 47, this Project Agreement shall terminate and, except as provided in Section 47.9, all rights and obligations of NBGH and Project Co under this Project Agreement shall cease and be of no further force and effect.

47.9 Survival

- (a) Except as otherwise provided in this Project Agreement, termination of this Project Agreement shall be without prejudice to, and shall not affect:
- (i) all representations, warranties and indemnities under this Project Agreement; and
 - (ii) Sections 1.2, 1.3, 5, 6, 7, 15.2, 16.1, 16.3(a), 24.6, 25.12, 27.8, 30.4, 31, 33.12, 33.13, 33.14, 34, 35, 36, 44.6, 45.3, 46.3, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 59.2, 59.3, 60.1, 61.4, 61.8, 61.9, 61.10, 61.11, 61.12 of this Project Agreement, Schedule 23 - Compensation on Termination, Sections 2, 4 and 5 of Schedule 24 - Expiry Transition Procedure, Sections 1.2 to 1.8 of Schedule 26 - Record Provisions, Schedule 27 - Dispute Resolution Procedure and any other provisions of this Project Agreement which are expressed to survive termination or which are required to give effect to such provisions which survive termination or to such termination or the consequences of such termination,

all of which shall survive the termination of this Project Agreement, including for termination on the Expiry Date pursuant to Section 46.3.

48. COMPENSATION ON TERMINATION**48.1 Compensation on Termination**

- (a) If this Project Agreement is terminated in accordance with the terms hereof, then Schedule 23 - Compensation on Termination shall apply and NBGH shall pay Project Co any applicable compensation on termination.

48.2 Rights of Set-Off

- (a) For greater certainty, NBGH shall be entitled to exercise its rights of set-off under Section 33.12 against any payment of compensation to Project Co pursuant to this Section 48, including pursuant to Schedule 23 - Compensation on Termination, provided that, if NBGH terminates this Project Agreement pursuant to Section 59, NBGH shall only set off any amounts which are due to NBGH by Project Co pursuant to the terms of this Project Agreement against the Prohibited Acts Termination Sum if and to the extent such Prohibited Acts Termination Sum exceeds the Debt Amount.

48.3 Full and Final Settlement

- (a) Except as otherwise provided in Section 48.3(b), any compensation paid pursuant to this Section 48, including pursuant to Schedule 23 - Compensation on Termination in the total amount owing thereunder, shall be in full and final settlement of any claims, demands and proceedings of Project Co and NBGH, and each shall be released from all liability to the other in relation to any breaches or other events leading to such termination of this Project Agreement, and the circumstances leading to such breach or termination, and Project Co and NBGH shall be excluded from all other rights and remedies in respect of

any such breach or termination whether in contract, tort, restitution, statute, at common law or otherwise.

- (b) Section 48.3(a) shall be without prejudice to:
- (i) any liability of either Party to the other, including under the indemnities contained in this Project Agreement, that arose prior to the Termination Date (but not from the termination itself or the events leading to such termination) to the extent such liability has not already been set off pursuant to Section 33.12 or Section 48.2 or taken into account pursuant to Schedule 23 - Compensation on Termination in determining or agreeing upon the NBGH Default Termination Sum, Adjusted Highest Qualifying Tender Price, Adjusted Estimated Fair Value, Force Majeure Termination Sum, Prohibited Acts Termination Sum or any other termination sum, as the case may be; and
 - (ii) any liabilities arising under or in respect of any breach by either Party of their obligations under Section 47.9 of this Project Agreement, or the Sections referred to therein, which did not lead to such termination and which arises or continues after the Termination Date.

49. EXPIRY TRANSITION PROCEDURE

49.1 Expiry Transition

- (a) Project Co and NBGH shall each comply with the requirements of Schedule 24 - Expiry Transition Procedure.

50. INTELLECTUAL PROPERTY

50.1 Representation and Warranty

- (a) Project Co represents and warrants to NBGH and agrees that:
- (i) Project Co is and shall be the sole and exclusive owner of the Project Data and the Intellectual Property Rights or has and shall have the right to provide the licences granted to NBGH herein; and
 - (ii) the Project Data and the Intellectual Property Rights do not and shall not infringe, and are not and shall not be a misappropriation of, any third party Intellectual Property Rights, and as of the date of this Project Agreement Project Co has not received any alleged infringement or misappropriation notices from third parties regarding the Project Data or the Intellectual Property Rights.

50.2 Delivery of Project Data and Intellectual Property Rights

- (a) Project Co shall make all Project Data and Intellectual Property Rights available to, and upon request shall deliver to, NBGH free of charge all Project Data, and shall obtain all necessary licences, permissions and consents to ensure that Project Co shall make the

Project Data and Intellectual Property Rights available to and deliver the Project Data to NBGH on the aforesaid terms of this Section 50.2, for any and all of the Approved Purposes.

50.3 Licence of Project Data and Intellectual Property Rights

- (a) Project Co:
- (i) hereby grants to NBGH an irrevocable, worldwide, royalty free, perpetual, non-exclusive and transferable licence, including the right to grant sub-licences, to use the Project Data and the Intellectual Property Rights for any and all of the Approved Purposes;
 - (ii) shall, at Project Co's cost, where any Intellectual Property Rights are or become vested in the Construction Contractor or the Service Provider, obtain the grant of an equivalent licence to that referred to in Section 50.3(a)(i), provided that such licence may, in respect of the Construction Contractor's and the Service Provider's Intellectual Property Rights that are proprietary and subject to trademark or copyright, be limited to the term of the relevant Subcontract; and
 - (iii) shall, at Project Co's cost, where any Intellectual Property Rights are or become vested in a third party (other than the Construction Contractor or the Service Provider), obtain the grant of an equivalent licence to that referred to in Section 50.3(a)(i), provided that Project Co is able to obtain such licence from such third party on reasonable commercial terms and conditions.
- (b) In this Section 50.3 and Section 50.5(a), "use" includes any and all acts of copying, modifying, adapting, translating, incorporating with other materials, creating derivative works and otherwise using the Project Data and Intellectual Property Rights.

50.4 Jointly Developed Materials

- (a) To the extent any data, documents, drawings, reports, plans, software, formulae, calculations or designs or any other materials are developed jointly by Project Co and NBGH pursuant to this Project Agreement or in relation to the Facility, the Site or Project Operations (the "**Jointly Developed Materials**"), then the Parties hereby acknowledge and agree that NBGH shall be the sole and exclusive owner of all right, title and interest in and to the Jointly Developed Materials, any Intellectual Property associated therewith and any and all improvements, modifications and enhancements thereto. Project Co shall, at the request of NBGH, execute such further agreements and cause the Project Co Parties to execute any and all assignments, waivers of moral rights and other documents as may be reasonably required to fulfill the intent of this provision.
- (b) NBGH hereby grants Project Co a royalty free, non-exclusive and non-transferable licence, with a right to grant sub-licences to the Subcontractors, to use the Jointly Developed Materials during the Project Term for the sole purposes of Project Co or any Subcontractor performing its obligations under this Project Agreement or its Subcontract, as applicable.

- (c) Upon termination of this Project Agreement, all rights and licences whatsoever granted to Project Co in the Jointly Developed Materials shall automatically terminate, and Project Co shall return any and all Jointly Developed Materials in the custody or possession of Project Co to NBGH.

50.5 Maintenance of Data

- (a) To the extent that any of the data, materials and documents referred to in this Section 50 are generated by, or maintained on, a computer or similar system, Project Co shall procure for the benefit of NBGH, either at no charge or at the lowest reasonable fee, the grant of a licence or sub-licence for any relevant software to enable NBGH or its nominee to access and otherwise use (as such term is defined in Section 50.3(b)), subject to the payment by NBGH of any relevant fee, such data, materials and documents for the Approved Purposes.
- (b) Without limiting the obligations of Project Co under Section 50.5(a), Project Co shall ensure the back up and storage in safe custody of the data, materials and documents referred to in this Section 50 in accordance with Good Industry Practice. Project Co shall submit to the NBGH Representative Project Co's proposals for the back up and storage in safe custody of such data, materials and documents and NBGH shall be entitled to object if the same is not in accordance with Good Industry Practice. Project Co shall comply, and shall cause all Project Co Parties to comply, with all procedures to which the NBGH Representative has not objected. Project Co may vary its procedures for such back up and storage subject to submitting its proposals for change to the NBGH Representative, who shall be entitled to object on the basis set out above. Any Disputes in connection with the provisions of this Section 50.5(b) may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure with reference to Good Industry Practice.

50.6 Claims

- (a) Where a demand, claim, action or proceeding is made or brought against NBGH or a NBGH Party which arises out of the alleged infringement or misappropriation of any rights in or to any Project Data or Intellectual Property Rights or because the use of any materials, Plant, machinery or equipment in connection with the Project Operations infringes any rights in or to any Intellectual Property of a third party then, unless such infringement has arisen out of the use of any Project Data or Intellectual Property Rights by NBGH otherwise than in accordance with the terms of this Project Agreement, Project Co shall indemnify, defend and hold harmless NBGH from and against all such demands, claims, actions and proceedings and Section 55.3 shall apply.

50.7 NBGH Trade-Marks

- (a) Project Co shall not use any NBGH Trade-Marks without obtaining a trade-mark licence on terms and conditions mutually satisfactory to NBGH and Project Co, both acting reasonably.

50.8 Confidential Information

- (a) It is expressly acknowledged and agreed that nothing in this Section 50 shall be deemed to create or convey to a Party any right, title, or interest in and/or to the Confidential Information of the other Party.

50.9 Government Use of Documents

- (a) The Parties hereby disclaim any right, title or interest of any nature whatsoever they each may have in or to this Project Agreement that might prohibit or otherwise interfere with PIR's, Infrastructure Ontario's, MOHLTC's or the Province's ability to use this Project Agreement in any manner desired by PIR, Infrastructure Ontario, MOHLTC or the Province.
- (b) Each of the Parties hereby consents to the use by PIR, Infrastructure Ontario, MOHLTC and/or the Province of this Project Agreement, and any portion thereof, subject to compliance with the *Freedom of Information and Protection of Privacy Act* (Ontario) and to the removal by NBGH (in consultation with Project Co) of any information supplied in confidence to PIR, Infrastructure Ontario, MOHLTC and/or the Province by either Party in circumstances where disclosure may be refused under section 17(1) of the *Freedom of Information and Protection of Privacy Act* (Ontario).

51. CONFIDENTIALITY**51.1 Disclosure**

- (a) Subject to Sections 51.1(b), 51.1(c) and 51.2, but notwithstanding anything else in this Project Agreement to the contrary, Project Co acknowledges and agrees that, in accordance with the transparency and accountability principles of the IPFP Framework, NBGH has a right to disclose or publish (including on websites) this Project Agreement, any or all terms hereof, including any or all contractual submissions and other records kept in accordance with this Project Agreement, any information related to the performance of Project Co (or any Project Co Party) or any information derived from this Project Agreement or the information related to the performance of Project Co (or any Project Co Party) as NBGH, in its sole discretion, may consider appropriate. In exercising its discretion, NBGH will be guided by the principles set out in Sections 51.1(b) and 51.1(c).
- (b) NBGH will not disclose portions of this Project Agreement, any terms hereof, including any contractual submissions or other records kept in accordance with this Project Agreement, any information related to the performance of Project Co (or any Project Co Party) or any information derived from this Project Agreement or the information related to the performance of Project Co (or any Project Co Party) which would be exempt from disclosure under section 17(1) of the *Freedom of Information and Protection of Privacy Act* (Ontario) if NBGH was bound thereby.
- (c) Notwithstanding Section 51.1(b), but subject to Section 51.2, where a compelling public interest in the disclosure of the information clearly outweighs the public interest in

limiting the disclosure of the information supplied by Project Co (or any Project Co Party), NBGH may disclose such information.

51.2 Redaction

- (a) Prior to disclosing or publishing this Project Agreement, any terms hereof, including any contractual submissions or other records kept in accordance with this Project Agreement, any information related to the performance of Project Co (or any Project Co Party) or any information derived from this Project Agreement or the information related to the performance of Project Co (or any Project Co Party), NBGH shall provide to Project Co a redacted version of this Project Agreement or other documents or information to be disclosed or published, on the basis that the information so redacted constitutes information which should not be disclosed pursuant to Section 51.1(b).
- (b) If Project Co, acting in good faith, contends that any of the information not redacted constitutes information that falls within the scope of Section 51.1(b) and, accordingly, would be exempt from disclosure under the *Freedom of Information and Protection of Privacy Act* (Ontario), the dispute may be referred for resolution in accordance with Schedule 27 - Dispute Resolution Procedure, and NBGH shall not disclose any information in dispute until a determination is made. Any such determination shall be made with reference to the text and principles of the *Freedom of Information and Protection of Privacy Act* (Ontario), notwithstanding that such Act does not apply directly to NBGH.

51.3 Disclosure to Government

- (a) Project Co acknowledges and agrees that NBGH will be free to disclose any information, including Confidential Information, to PIR, Infrastructure Ontario, MOHLTC and/or the Province, and, subject to compliance with the *Freedom of Information and Protection of Privacy Act* (Ontario), PIR, Infrastructure Ontario, MOHLTC and/or the Province will be free to use, disclose or publish (including on websites) the information on such terms and in such manner as PIR, Infrastructure Ontario, MOHLTC and/or the Province see fit.
- (b) For greater certainty, the Parties acknowledge and agree that, subject only to the removal of any information which the Parties are (or would be) entitled to refuse to disclose pursuant to section 17(1) of the *Freedom of Information and Protection of Privacy Act* (Ontario), this Project Agreement, any contractual submissions or other records kept in accordance with this Project Agreement, any information related to the performance of Project Co (or Project Co Party) or any information derived from this Project Agreement or the information related to the performance of Project Co (or any Project Co Party) are public documents and information and, as such, may be disclosed by PIR, Infrastructure Ontario, MOHLTC and/or the Province.

51.4 Freedom of Information and Protection of Privacy Act

- (a) The Parties acknowledge and agree that the *Freedom of Information and Protection of Privacy Act* (Ontario) applies to PIR, Infrastructure Ontario, MOHLTC and the Province,

and that PIR, Infrastructure Ontario, MOHLTC and the Province are required to fully comply with the *Freedom of Information and Protection of Privacy Act* (Ontario).

- (b) PIR, Infrastructure Ontario, MOHLTC and/or the Province shall, within the time periods provided in the *Freedom of Information and Protection of Privacy Act* (Ontario) for a party to exercise rights to prevent disclosure of information, advise Project Co of any request for Confidential Information that relates to Project Co (or any Project Co Party) or of PIR, Infrastructure Ontario, MOHLTC and/or the Province's intention to voluntarily release any information or documents which contain Confidential Information that relates to Project Co (or any Project Co Party).

51.5 Use and Disclosure of Confidential Information

- (a) Except as authorized hereunder, each Party shall hold in confidence, not disclose and not permit any person any manner of access to, whether directly or indirectly, any Confidential Information of the other Party, provided that this Section 51 shall not restrict either Party from disclosing such Confidential Information to its professional advisors, to the extent necessary, to enable that Party to perform, to cause to be performed, or to enforce, its rights or obligations under this Project Agreement.
- (b) Project Co may:
 - (i) disclose in confidence to the Lenders and prospective Lenders and their professional advisors such Confidential Information as is reasonably required by the Lenders in connection with the raising of finance for the Project Operations or which Project Co is obliged to supply by the terms of the Lending Agreements; and
 - (ii) disclose in confidence to any Project Co Party and their professional advisors, such Confidential Information as is necessary for the performance by that Project Co Party of that Project Co Party's obligations under this Project Agreement.
- (c) Project Co acknowledges that PIR, Infrastructure Ontario, MOHLTC and/or the Province may use the Project Co Confidential Information for purposes not specific to the Project, but for other general governmental purposes, such as development of the Province's alternate procurement and financing policies and framework. PIR, Infrastructure Ontario, MOHLTC and/or the Province will advise Project Co prior to using any Project Co Confidential Information for non-Project purposes.
- (d) Subject to the foregoing, neither Party shall use, or directly or indirectly cause, authorize or permit any other person to use, any Confidential Information of the other Party except for the purposes of this Project Agreement, as permitted by this Project Agreement or as authorized by the disclosing Party in writing.
- (e) Each Party shall protect all Confidential Information of the disclosing Party with the same degree of care as it uses to prevent the unauthorized use, disclosure, publication, or dissemination of its own confidential information of a similar nature or character, but in no event less than a reasonable degree of care.

51.6 Exceptions

- (a) Information of a Party (the "**Proprietor**") will not be considered to be Confidential Information in the following circumstances:
- (i) the Proprietor advises the other Party to whom the information has been disclosed (the "**Confidant**") that the information is not required to be treated as Confidential Information;
 - (ii) the information is as of the date of this Project Agreement, or becomes at any time thereafter, generally available to or accessible by the public through no fault or wrongdoing of the Confidant;
 - (iii) the information is a matter of public record or in the public domain;
 - (iv) the information was in the possession of the Confidant prior to its disclosure;
 - (v) the information is received by the Confidant on a non-confidential basis from a source other than the Proprietor, provided that to the best of the Confidant's knowledge such source is not bound by a confidentiality agreement with the Proprietor or otherwise prohibited from disclosing the information to the Confidant by a contractual, legal or fiduciary obligation;
 - (vi) the information was independently developed by the Confidant without access to the Confidential Information, as evidenced by written records;
 - (vii) the information is required to be disclosed pursuant to Applicable Law, provided that the Confidant provides the Proprietor with reasonable notification and an opportunity to contest such requirement prior to disclosure;
 - (viii) the information is disclosed to NBGH upon a termination of this Project Agreement, pursuant to Section 47 or is otherwise required by NBGH for the purposes of performing (or having performed) the Project Operations, including the design or construction of the Facility, the operation, maintenance or improvement of the Facility, or any other operations or services the same as, or similar to, the Project Operations; or
 - (ix) the information would not be exempt from disclosure under the *Freedom of Information and Protection of Privacy Act* (Ontario).

51.7 Survival of Confidentiality

- (a) The obligations in Section 51.1 to Section 51.6 will cease on the date that is 3 years after the Termination Date and accordingly shall survive the termination of this Project Agreement.

52. PERSONAL INFORMATION**52.1 General**

- (a) Project Co acknowledges the importance of maintaining the confidentiality and privacy of Personal Information.
- (b) Project Co shall, and shall require Subcontractors to, only collect, hold, process, use, store and disclose Personal Information with the prior consent of NBGH and only to the extent necessary to perform Project Co's obligations under this Project Agreement.
- (c) Project Co shall, and shall require Subcontractors to, at all times treat Personal Information as strictly confidential and shall comply with all applicable requirements of the Output Specifications and the requirements of Applicable Law, including the *Freedom of Information and Protection of Privacy Act* (Ontario) and the *Personal Health Information Protection Act, 2004* (Ontario).
- (d) Project Co shall take all necessary and appropriate action, and shall require Subcontractors to take all necessary and appropriate action, against any person who fails to comply with this Section 52.
- (e) Project Co shall allow NBGH on reasonable notice to inspect the measures of Project Co and the Subcontractors to protect Personal Information.

52.2 Protection of Patient Information

- (a) Project Co shall take all necessary steps, including the appropriate technical and organizational and physical security measures, and shall require its Subcontractors to take all necessary steps and to include provisions in Subcontracts to require their Subcontractors and other Project Co Parties to take all necessary steps, such that Project Co, the Project Co Parties, and its and their staff shall protect, secure and keep confidential any Patient Information.
- (b) Project Co shall keep confidential, and shall require its Subcontractors to keep confidential and to include provisions in all Subcontracts to require all Subcontractors and other Project Co Parties to keep confidential, all Patient Information that any of them may encounter or obtain during the course of their duties.
- (c) NBGH may from time to time require that Project Co and any Project Co Party or member of its or their staff execute and deliver within 2 Business Days of such request an agreement satisfactory to NBGH, acting reasonably, requiring such person to keep Patient Information confidential.
- (d) This Section 52.2 shall not limit Section 52.1.

52.3 Survival

- (a) The obligations in this Section 52 shall survive the termination of this Project Agreement.

53. INSURANCE AND PERFORMANCE SECURITY**53.1 General Requirements**

- (a) Project Co and NBGH shall comply with the provisions of Schedule 25 - Insurance and Performance Security Requirements.

53.2 No Relief from Liabilities and Obligations

- (a) Neither compliance nor failure to comply with the insurance provisions of this Project Agreement shall relieve Project Co or NBGH of their respective liabilities and obligations under this Project Agreement.

54. TITLE**54.1 Title**

- (a) Subject to Section 54.1(b), title to each item and part of the Facility and the Equipment, including any materials, supplies, equipment, facilities, parts and any other deliverable or component items, but not the risk of loss or damage or destruction thereto or thereof, shall pass to NBGH (or as NBGH may direct) upon the receipt of such item on the Site, provided however that title to items of tangible personal property (as defined in the *Retail Sales Tax Act* (Ontario)) that comprise the Facility or are to be affixed or attached to the Facility prior to Substantial Completion shall pass to NBGH (or as NBGH may direct) at the time that such items are included in the Facility or affixed or attached to the Facility.
- (b) Project Co shall purchase all items of tangible personal property which may be acquired exempt from Ontario retail sales tax pursuant to paragraph 7(1)38 of the *Retail Sales Tax Act* (Ontario) for NBGH (or as NBGH may direct). Project Co agrees that any reimbursement of RST applicable to such tangible personal property is included in the Monthly Service Payments.

55. INDEMNITIES**55.1 Project Co Indemnities to NBGH**

- (a) Project Co shall indemnify and save harmless NBGH and its directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of any one or more of the following:
- (i) a failure by Project Co to achieve Substantial Completion by the Scheduled Substantial Completion Date;
 - (ii) any physical loss of or damage to all or any part of the Site and the Facility, or to any equipment, assets or other property related thereto;
 - (iii) the death or personal injury of any person;

- (iv) any physical loss of or damage to property or assets of any third party; or
- (v) any other loss or damage of any third party,

in each case, arising, directly or indirectly, out of, or in consequence of, any breach of this Project Agreement by Project Co or any act or omission of Project Co or any Project Co Party, except to the extent caused, or contributed to, by:

- (vi) the breach of this Project Agreement by NBGH; or
 - (vii) in respect of Sections 55.1(a)(i) and 55.1(a)(ii), any deliberate or negligent act or omission of NBGH or any NBGH Party; or
 - (viii) in respect of Sections 55.1(a)(iii), 55.1(a)(iv) or 55.1(a)(v), any act or omission of NBGH or any NBGH Party; or
 - (ix) a deliberate or negligent act or omission of a Hospital Service User that results in undue interference with Project Co's performance of the Project Co Services and Project Co has been unable to take commercially reasonable steps necessary to prevent, negate or mitigate the undue interference due to acting in accordance with a recommendation or instruction of NBGH or an appropriate NBGH Party, except to the extent:
 - (A) any such deliberate or negligent act or omission is caused or contributed to by Project Co or any Project Co Party; or
 - (B) Hospital Service User is acting in accordance with a direction, recommendation or instruction of Project Co or any Project Co Party.
- (b) Project Co shall indemnify and save harmless NBGH its directors, officers, employees, agents and representatives, from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of any breach of a representation or warranty by Project Co herein.
- (c) Project Co shall indemnify and save harmless NBGH and its directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of any one or more of the following:
- (i) the performance by Project Co of this Project Agreement not in accordance with or in breach of the requirements of any Permits, Licences and Approvals, Applicable Law or requirements of Governmental Authorities, or the failure of Project Co to obtain all necessary Project Co Permits, Licences and Approvals in accordance with this Project Agreement;
 - (ii) any Contamination on, in or under, or migrating to or from, the Site, except for Contamination for which NBGH is responsible pursuant to Section 16.2(a); or

- (iii) any claim from a third party arising from a failure of Project Co to comply with its obligations under Section 18.3(c),

except to the extent that such Direct Losses are caused, or contributed to, by the breach of this Project Agreement by NBGH or by any act or omission of NBGH or any NBGH Party.

- (d) Without prejudice to NBGH's rights under Section 44 and any other rights under this Project Agreement, if NBGH exercises its step-in rights under the Construction Contractor's Direct Agreement or the Service Provider's Direct Agreement, Project Co shall indemnify NBGH for all obligations of Project Co assumed by NBGH under the Construction Contract or the Service Contract, as the case may be, and for all reasonable costs and expenses incurred by NBGH in relation to the exercise of NBGH's rights.

55.2 NBGH Indemnities to Project Co

- (a) NBGH shall indemnify and save harmless Project Co and the Project Co Parties and each of their respective directors, officers, employees, agents and representatives from and against any and all Direct Losses which may be suffered, sustained or incurred as a result of, in respect of, or arising out of any one or more of the following:
 - (i) the death or personal injury of any person arising, directly or indirectly, out of, or in consequence of, breach of this Project Agreement by NBGH or any act or omission of NBGH or any NBGH Party, except to the extent caused, or contributed to, by the breach of this Project Agreement by Project Co or by any act or omission of Project Co or any Project Co Party;
 - (ii) any physical loss of or damage to all or any part of any property or assets of Project Co or any Project Co Party, arising, directly or indirectly, out of, or in consequence of, breach of this Project Agreement by NBGH or any deliberate or negligent act or omission of NBGH or any NBGH Party, except to the extent caused, or contributed to, by the breach of this Project Agreement by Project Co or by any act or omission of Project Co or any Project Co Party; and
 - (iii) any physical loss of or damage to property or assets of any third party, or any other loss or damage of any third party, arising, directly or indirectly, out of, or in consequence of, breach of this Project Agreement by NBGH or any deliberate or negligent act or omission of NBGH or any NBGH Party, except to the extent caused, or contributed to, by the breach of this Project Agreement by Project Co or by any act or omission of Project Co or any Project Co Party,

provided that there shall be excluded from the indemnity given by NBGH any liability for the occurrence of risks against which Project Co is bound to insure under this Project Agreement to the extent of the proceeds available or that should have been available but for a failure by Project Co to properly insure in accordance with the terms hereof.

- (b) NBGH shall indemnify and save harmless Project Co and its directors, officers, employees, agents and representatives from and against any and all Direct Losses which

may be suffered, sustained or incurred as a result of, in respect of, or arising out of any breach of a representation or warranty by NBGH herein.

55.3 Conduct of Claims

- (a) This Section 55.3 shall apply to the conduct of claims, made by a third person against a party having, or claiming to have, the benefit of an indemnity pursuant to this Project Agreement. The party having, or claiming to have, the benefit of the indemnity is referred to as the "**Beneficiary**" and the Party giving the indemnity is referred to as the "**Indemnifier**".
- (b) If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Section 55, the Beneficiary shall give written notice to the Indemnifier as soon as reasonably practicable and in any event within 10 Business Days of receipt of the same. Such notice shall specify with reasonable particularity, to the extent that information is available, the factual basis for the claim and the amount of the claim.
- (c) Subject to Sections 55.3(d), 55.3(e) and 55.3(f), on the giving of such notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all, but not part only, of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to the Beneficiary's reasonable satisfaction against all costs and expenses that the Beneficiary may incur by reason of such action) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim. The Beneficiary shall have the right to employ separate counsel in respect of such claim and the reasonable fees and expenses of such counsel shall be to the account of the Indemnifier only where representation of both the Indemnifier and Beneficiary by common counsel would be inappropriate due to any actual or potential conflicting interests between the Indemnifier and Beneficiary.
- (d) With respect to any claim conducted by the Indemnifier:
 - (i) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Indemnifier shall not bring the name or reputation of the Beneficiary into disrepute;
 - (iii) the Indemnifier shall not pay, compromise or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;

- (iv) the Indemnifier shall not admit liability or fault to any third party without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - (v) the Indemnifier shall use commercially reasonable efforts to have the Beneficiary named as a beneficiary under any release given by the persons bringing the claim to which this Section 55.3 relates.
- (e) The Beneficiary shall be free to pay or settle any such claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Project Agreement if:
- (i) the Indemnifier is not entitled to take conduct of the claim in accordance with Section 55.3(c);
 - (ii) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within 10 Business Days of the notice from the Beneficiary under Section 55.3(b) or notifies the Beneficiary that the Indemnifier does not intend to take conduct of the claim; or
 - (iii) the Indemnifier fails to comply in any material respect with Section 55.3(d).
- (f) The Beneficiary shall be free at any time to give notice to the Indemnifier that the Beneficiary is retaining or taking over, as the case may be, the conduct of any defence, dispute, compromise or appeal of any claim, or of any incidental negotiations, to which Section 55.3(c) applies. For greater certainty, Project Co acknowledges and agrees that where NBGH is the Beneficiary, NBGH may retain or take over such conduct in any matter involving patient, clinical or research confidentiality or any matter involving public policy. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all relevant documentation and all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this Section 55.3(f), then the Indemnifier shall be released from any liabilities arising under the applicable indemnity hereunder in respect of the applicable claim.
- (g) If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers, whether by payment, discount, credit, saving, relief or other benefit or otherwise, a sum or anything else of value (the "**Recovery Amount**") which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (i) an amount equal to the Recovery Amount less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and
 - (ii) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the Beneficiary to pursue any Recovery Amount and that the Indemnifier is repaid only to the extent that the Recovery Amount, aggregated with any sum recovered from the Indemnifier, exceeds the loss sustained by the Beneficiary except, however, that if the Beneficiary elects not to pursue a Recovery Amount, the Indemnifier shall be entitled to require an assignment to it of the right to do so.

- (h) Any person taking any of the steps contemplated by this Section 55.3 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Project Agreement.

55.4 Mitigation - Indemnity Claims

- (a) For greater certainty, Section 61.4 applies to any indemnity given under this Project Agreement and any such indemnity shall not extend to Direct Losses which could have been reduced or avoided by the Beneficiary complying with such Section.

56. LIMITS ON LIABILITY

56.1 Indirect Losses

- (a) Without prejudice to NBGH's rights under the Payment Mechanism, or the Parties' rights in respect of payments provided for herein, the indemnities under this Project Agreement shall not apply and there shall be no right to claim damages for breach of this Project Agreement, in tort or on any other basis whatsoever, to the extent that any loss claimed by either Party is:
 - (i) for punitive, exemplary or aggravated damages;
 - (ii) for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity; or
 - (iii) is a claim for consequential loss or for indirect loss of any nature suffered or allegedly suffered by either Party,(collectively, "**Indirect Losses**").

56.2 No Liability in Tort

- (a) Subject to the indemnities provided herein and to the limited right of action created in Section 18.6, NBGH and the NBGH Parties shall not be liable in tort to Project Co or any Project Co Party, and neither Project Co nor any Project Co Party shall be liable in tort to NBGH or any NBGH Party in respect of any negligent act or omission of any such person relating to or in connection with this Project Agreement and no such person shall bring such a claim. For greater certainty, this Section 56.2 shall not limit either NBGH's or Project Co's ability to pursue claims against any Design Consultant for indemnity with respect to negligent design or engineering, subject to the limitations set out in Section 18.6.

56.3 Sole Remedy

- (a) Subject to:
- (i) any other rights of NBGH expressly provided for in this Project Agreement; and
 - (ii) NBGH's right to claim, on or after termination of this Project Agreement, the amount of its reasonable costs, losses, damages and expenses suffered or incurred by it as a result of rectifying or mitigating the effects of any breach of this Project Agreement by Project Co except to the extent that the same has already been recovered by NBGH pursuant to this Project Agreement or has been taken into account to reduce any compensation payable by NBGH pursuant to Section 48,
- the sole remedy of NBGH in respect of a failure to provide the Project Co Services in accordance with this Project Agreement shall be the operation of the Payment Mechanism.
- (b) Nothing in Section 56.3(a) shall prevent or restrict the right of NBGH to seek injunctive relief or a decree of specific performance or other discretionary remedies of a court of competent jurisdiction.
- (c) Notwithstanding any other provision of this Project Agreement, neither Party shall be entitled to recover compensation or make a claim under this Project Agreement, or any other agreement in relation to the Project, in respect of any loss that it has incurred (or any failure of the other Party) to the extent that the Party has already been compensated in respect of that loss or failure pursuant to this Project Agreement, or otherwise.

56.4 Maximum Liability

- (a) The maximum liability of each Party in respect of any single claim (or series of claims arising as a result of any single event or series of interrelated events) under Section 55 shall not exceed \$[REDACTED]. The maximum aggregate liability of each Party in respect of all claims under Section 55 shall not exceed \$[REDACTED]. Each of these limits shall be index linked and shall be exclusive of any insurance or performance security proceeds received or which will be received pursuant to policies maintained in accordance with Schedule 25 - Insurance and Performance Security Requirements. These limits shall not apply in cases of wilful misconduct or deliberate acts of wrongdoing.
- (b) For greater certainty, a failure by Project Co to achieve Substantial Completion by the Scheduled Substantial Completion Date shall be deemed to result in a single claim under Section 55.
- (c) Nothing in this Section 56.4 shall restrict, limit, prejudice or in any other way impair the rights and/or remedies of the Parties under any other provision of this Project Agreement, and, for greater certainty, this Section 56.4 shall not limit either NBGH's or Project Co's ability to pursue claims against any Design Consultant for indemnity with respect to negligent design or engineering, subject to the limitations set out in Section 18.6.

57. DISPUTE RESOLUTION PROCEDURE

- (a) All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule 27 - Dispute Resolution Procedure.

58. ASSIGNMENT, SUBCONTRACTING AND CHANGES IN CONTROL**58.1 Project Co Assignment**

- (a) Project Co shall not assign, transfer, charge, dispose of or otherwise alienate any interest in this Project Agreement, the Construction Contract, the Service Contract or any agreement entered into in connection with this Project Agreement without the prior written consent of NBGH, not to be unreasonably withheld or delayed, provided however that no assignment, transfer, charge, disposition or other alienation shall be permitted to a person where that person or its Affiliates is a Restricted Person or a person whose standing or activities are inconsistent with NBGH's role as a hospital or NEMHC's role as a mental health centre, or may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system.
- (b) Section 58.1(a) shall not apply to the grant of security by any Plenary Party to the Lenders or any other Plenary Party under the Lending Agreements, provided that, if NBGH so requires, any grantee of such security shall enter into the Lenders' Direct Agreement in relation to the exercise of its rights.

58.2 NBGH Assignment

- (a) NBGH may assign, transfer, dispose of or otherwise alienate any interest in this Project Agreement or any agreement in connection with this Project Agreement to which Project Co and NBGH are parties:
- (i) to the Province;
 - (ii) to the Local Health Integration Network;
 - (iii) to any public hospital under the *Public Hospitals Act* (Ontario) to whom MOHLTC, exercising its statutory rights, would be entitled to transfer same;
 - (iv) to any successor of NBGH, where such successor arises as a result of a direction or approval under the *Public Hospitals Act* (Ontario) or a reorganization of the delivery of health services initiated by the Province;
 - (v) to any person that is regulated and funded by the Province as a healthcare institution and is approved by MOHLTC as a transferee of same; or
 - (vi) in circumstances other than those described in Sections 58.2(a)(i) to 58.2(a)(iv), with the prior written consent of Project Co, not to be unreasonably withheld or delayed,

provided that:

- (vii) the person to whom any such assignment, transfer, disposition or other alienation is made has the capacity to perform, and agrees in writing with Project Co to perform, all the obligations of NBGH hereunder and under any agreement in connection with this Project Agreement to which Project Co and NBGH are parties; and
 - (viii) MOHLTC confirms to the assignee its commitment to fund the assignee on terms and conditions no less favourable than those set out in the NBGH Development Accountability Agreement and the NEMHC Development Accountability Agreement.
- (b) NBGH shall not be released of any of its obligations under this Project Agreement except upon an assignment, transfer, disposition or other alienation of its interest in this Project Agreement in accordance with this Section 58.2.

58.3 Subcontractors

- (a) Project Co shall not subcontract any interest in this Project Agreement, the Construction Contract or the Service Contract to a Restricted Person, or any Affiliate thereof, or a person whose standing or activities are inconsistent with NBGH's role as a hospital or NEMHC's role as a mental health centre, or may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system.
- (b) Project Co shall not terminate, agree to the termination of or replace the Construction Contractor or the Service Provider unless Project Co has complied with Sections 7.2(a), 58.3(c) and 58.3(d) or received the prior written consent of NBGH, not to be unreasonably withheld or delayed.
- (c) Subject to Section 58.3(d), if either the Construction Contract or the Service Contract shall at any time lapse, terminate or otherwise cease to be in full force and effect, whether by reason of expiry, default or otherwise, with the effect that the Construction Contractor or the Service Provider, as the case may be, shall cease to act in relation to the Project, Project Co shall forthwith appoint a replacement, subject to NBGH's prior written consent, acting reasonably, as to the suitability of the replacement.
- (d) It is a condition of replacement of the Construction Contractor or Service Provider that, and Project Co shall require that, any replacement enter into a contract upon the same or substantially similar terms as the person so replaced and into a direct agreement on the same terms as the Direct Agreement entered into by the person so replaced, unless any material variations are approved by NBGH, acting reasonably.

58.4 Changes in Ownership and Control

- (a) No Change in Ownership of any Plenary Party, or any person with an ownership interest in any Plenary Party, shall be permitted:

- (i) where the person acquiring the ownership interest is a Restricted Person or a person whose standing or activities are inconsistent with NBGH's role as a hospital or NEMHC's role as a mental health centre, or may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system; or
 - (ii) if such Change in Ownership would have a material adverse effect on the performance of the Project Operations or the Hospital Services.
- (b) Prior to the third anniversary of the Substantial Completion Date, NBGH shall be entitled to receive a 50 per cent share of any Excess Equity Gain arising from a Change in Ownership of any Plenary Party.
- (c) No Change in Control of any Plenary Party, or any person with an ownership interest in any Plenary Party, shall be permitted without the prior written consent of NBGH, not to be unreasonably withheld or delayed.
- (d) This Section 58.4 shall not apply to a Change in Ownership or Change in Control of companies whose equity securities are listed on a recognized stock exchange.
- (e) Project Co shall provide, and shall ensure that each Plenary Party provides, notice to NBGH of any Change in Ownership or Change in Control of any Plenary Party, or any person with an ownership interest in any Plenary Party, as the case may be, within 5 Business Days of such Change in Ownership or Change in Control, and such notification shall include a statement identifying the then current unitholders, shareholders, partners or owners, as applicable, and their respective holdings in the units, shares, partnership interests or other ownership interests, as applicable, of the relevant Plenary Party, or person with an ownership interest in the relevant Plenary Party, as the case may be.

59. PROHIBITED ACTS

59.1 Definition

- (a) The term "**Prohibited Act**" means:
 - (i) offering, giving or agreeing to give to NBGH or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, any gift or consideration of any kind as an inducement or reward:
 - (A) for doing or not doing, or for having done or not having done, any act in relation to the obtaining or performance of this Project Agreement or any other agreement with NBGH or any public body in connection with the Project; or
 - (B) for showing or not showing favour or disfavour to any person in relation to this Project Agreement or any other agreement with NBGH or any public body in connection with the Project;

provided that this Section 59.1(a)(i) shall not apply to Project Co or any Project Co Party (or anyone employed by or acting on their behalf) providing consideration to NBGH or any public body in the ordinary course, or as reasonably necessary, to fulfill or comply with the obligations and liabilities of Project Co under this Project Agreement or any other agreement with NBGH or any public body in connection with the Project;

- (ii) entering into this Project Agreement or any other agreement with NBGH or any public body in connection with the Project for which a commission or a fee has been paid or has been agreed to be paid by Project Co, or on its behalf or to its knowledge, NBGH or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, unless, before the relevant agreement is entered into, particulars of any such commission or fee have been disclosed in writing to NBGH, provided that this Section 59.1(a)(ii) shall not apply to a fee or commission paid by Project Co or any Project Co Party (or anyone employed by or acting on their behalf) to NBGH or any public body pursuant to an agreement where such fee or commission is paid in the ordinary course, or as reasonably necessary, to fulfill or comply with the obligations and liabilities of Project Co under this Project Agreement or any other agreement with NBGH or any public body in connection with the Project without contravening the intent of this Section 59;
- (iii) breaching or committing any offence under any Applicable Law in respect of corrupt or fraudulent acts, or at common law, in respect of fraudulent acts in relation to this Project Agreement or any other agreement with NBGH or any public body in connection with the Project; or
- (iv) defrauding or attempting to defraud or conspiring to defraud NBGH or any other public body.

59.2 Warranty

- (a) Project Co warrants that, in entering into this Project Agreement, it has not committed any Prohibited Act.

59.3 Remedies

- (a) If Project Co or any Project Co Party (or anyone employed by or acting on their behalf) commits any Prohibited Act, then NBGH shall be entitled to act in accordance with the following:
 - (i) if the Prohibited Act is committed by Project Co or by an employee acting under the direction of a director or officer of Project Co, then NBGH may give written notice to Project Co and Section 44 shall apply;
 - (ii) if the Prohibited Act is committed by an employee of Project Co acting independently of a direction of a director or officer of Project Co, then NBGH may give written notice to Project Co and Section 44 shall apply, unless, within

30 days of receipt of such notice, Project Co terminates the employee's employment and ensures that the relevant part of the Project Operations shall be performed by another person;

- (iii) if a Prohibited Act is committed by a Project Co Party or by an employee of that Project Co Party not acting independently of a direction of a director or officer of that Project Co Party, then NBGH may give written notice to Project Co and Section 44 shall apply, unless, within 30 days of receipt of such notice, Project Co terminates the relevant Subcontract and ensures that the relevant part of the Project Operations shall be performed by another person, where relevant, in accordance with Section 58.3;
 - (iv) if the Prohibited Act is committed by an employee of a Project Co Party acting independently of a direction of a director or officer of that Project Co Party, then NBGH may give notice to Project Co and Section 44 shall apply, unless, within 30 days of receipt of such notice, Project Co causes the termination of the employee's employment and ensures that the relevant part of the Project Operations shall be performed by another person; and
 - (v) if the Prohibited Act is committed on behalf of Project Co or a Project Co Party by a person not specified in Sections 59.3(a)(i) to 59.3(a)(iv), then NBGH may give notice to Project Co and Section 44 shall apply, unless, within 30 days of receipt of such notice, Project Co causes the termination of such person's employment or the appointment of their employer and, if necessary, ensures that the relevant part of the Project Operations shall be performed by another person.
- (b) Any notice of termination under this Section 59.3 shall specify:
- (i) the nature of the Prohibited Act;
 - (ii) the identity of the person whom NBGH believes has committed the Prohibited Act; and
 - (iii) the date of termination in accordance with the applicable provisions of this Project Agreement.
- (c) Without prejudice to its other rights or remedies under this Section 59.3, NBGH shall be entitled to recover from Project Co any Direct Loss sustained in consequence of any breach of this Section 59.

59.4 Permitted Payments

- (a) Nothing contained in this Section 59 shall prevent Project Co or any other person from paying any proper commission, fee or bonus whether to its employees within the agreed terms of their employment or otherwise, and such commission fee or bonus shall not constitute a Prohibited Act.

59.5 Notification

- (a) Project Co shall notify NBGH of the occurrence and details of any Prohibited Act promptly on Project Co becoming aware of its occurrence.

59.6 Replacement of Project Co Party

- (a) Where Project Co is required to replace any Project Co Party pursuant to this Section 59, the party replacing such Project Co Party shall from the time of the replacement be deemed to be a Project Co Party and the provisions of this Project Agreement shall be construed accordingly.

60. NOTICES**60.1 Notices to Parties**

- (a) All notices, requests, demands, instructions, certificates, consents and other communications (each being a "**Notice**") required or permitted under this Project Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Project Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax No.: **[REDACTED]**
Attn.: Managing Director

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax No.: **[REDACTED]**
Attn.: President and Chief Executive Officer

60.2 Notices to Representatives

- (a) In addition to the notice requirements set out in Section 60.1, where any Notice is to be provided or submitted to the NBGH Representative or the Project Co Representative it shall be provided or submitted by sending the same by registered mail, facsimile or by hand, as follows:

If to Project Co Representative: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax No.: [REDACTED]
Attn.: [REDACTED]

If to NBGH Representative: 675 Bloem Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax No.: [REDACTED]
Attn.: [REDACTED]

60.3 Facsimile

- (a) Where any Notice is provided or submitted to a Party via facsimile, an original of the Notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 60.3.

60.4 Change of Address

- (a) Either Party to this Project Agreement may, from time to time, change any of its contact information set forth in Sections 60.1 or 60.2 by prior Notice to the other Party, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such Notice unless a later effective date is given in such Notice.

60.5 Deemed Receipt of Notices

- (a) Subject to Sections 60.5(b), 60.5(c) and 60.5(d):
- (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (b) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 60.

- (c) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (d) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

60.6 Service on NBGH

- (a) Where any Notice is required to be served on NBGH, the obligation to serve such Notice shall be fulfilled by serving it on NBGH in accordance with the provisions of this Section 60.

61. GENERAL

61.1 Amendments

- (a) This Project Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Project Agreement.

61.2 Waiver

- (a) No waiver made or given by a Party under or in connection with this Project Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

61.3 Relationship Between the Parties

- (a) The Parties are independent contractors. This Project Agreement is not intended to and does not create or establish between the Parties, or between NBGH and any Project Co Party, any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or (except as provided in this Project Agreement), of principal and agent, and does not create or establish any relationship whatsoever between NBGH and any representative or employee of Project Co or the Project Co Parties.

- (b) The Parties further agree that:
- (i) except as expressly provided in this Project Agreement, neither Party shall be, or be deemed to be, an agent of the other Party, and neither Party shall have authority hereunder to represent it that is an agent of the other Party, or to accept any order, or enter into any contract or agreement, or make any representations or warranties of any kind to any person, or to assume or create any obligation, express or deemed, on behalf of or binding, or purportedly binding upon, the other Party;
 - (ii) neither Party shall be required to make or pay employment benefits, contributions for Employment Insurance, Canada Pension Plan, Workers' Compensation Board or other similar levies with respect to any persons employed or engaged by the other Party;
 - (iii) except as otherwise expressly provided in this Project Agreement, each Party shall be free from the control of the other Party as to the manner in which it shall perform its obligations, or cause same to be performed, under this Project Agreement; and
 - (iv) any person which a Party may engage as an agent, employee, subcontractor or otherwise, to perform such Party's obligations under this Project Agreement, as permitted hereby, shall, unless the Parties otherwise agree in writing, be engaged by such Party to act solely on behalf of such Party, and such person shall not act, or be deemed to act, on behalf of the Party that did not engage its services.

61.4 General Duty to Mitigate

- (a) NBGH and Project Co shall at all times take commercially reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Project Agreement.

61.5 Actual Knowledge

- (a) Without limitation to its actual knowledge and/or such knowledge which it, at law, may from time to time, be deemed to have, Project Co and NBGH shall, for all purposes of this Project Agreement, be deemed to have such knowledge in respect of the Project as is actually held (or ought reasonably to be held) by their respective directors and officers.

61.6 Entire Agreement

- (a) Except where provided otherwise in this Project Agreement, this Project Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Project Agreement.

61.7 No Reliance

- (a) Each of the Parties acknowledge that:
- (i) it has not entered into this Project Agreement on the basis of and does not rely, and has not relied, upon any statement or representation, whether negligent or innocent, or warranty or other provision, whether oral, written, express or implied, made or agreed to by any person, whether a Party to this Project Agreement or not, except those expressly made, given or repeated in this Project Agreement and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be those expressly provided for in this Project Agreement; and
 - (ii) this Section 61.7 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Project Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this Project Agreement.

61.8 Severability

- (a) Each provision of this Project Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Project Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Project Agreement. If any such provision of this Project Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Project Agreement as near as possible to its original intent and effect.

61.9 Enurement

- (a) This Project Agreement and any other agreement entered into in connection with the Project to which both NBGH and Project Co are parties shall enure to the benefit of, and be binding on, NBGH and Project Co and their respective successors and permitted transferees and assigns.

61.10 Governing Law and Jurisdiction

- (a) This Project Agreement, and each of the documents contemplated by or delivered under or in connection with this Project Agreement, shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) Subject to Schedule 27 - Dispute Resolution Procedure, both Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

61.11 Cumulative Remedies

- (a) Except as otherwise set forth in this Project Agreement, the rights, powers and remedies of each Party set forth in this Project Agreement are cumulative and are in addition to and without prejudice to any other right, power or remedy that may be available to such Party under this Project Agreement.

61.12 Further Assurance

- (a) Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Project Agreement.

61.13 Costs

- (a) Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Project Agreement.

61.14 Language of Agreement

- (a) Each of the parties acknowledges having requested and being satisfied that this Project Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.
- (b) For greater certainty, all correspondence, notices, drawings, test reports, certificates, specifications, information, operating and maintenance instructions, name plates, identification labels, instructions and notices to the public and staff and all other written, printed or electronically readable matter required in accordance with, or for purposes envisaged by, this Project Agreement shall be in English.

61.15 Proof of Authority

- (a) NBGH and Project Co each reserve the right to require any person executing this Project Agreement on behalf of the other Party to provide proof, in a form acceptable to NBGH or Project Co, as applicable, that they have the requisite authority to execute this Project Agreement on behalf of and to bind NBGH or Project Co, as applicable.

61.16 Counterparts

- (a) This Project Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to the other Party an original signed copy of this Project Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Project Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: [REDACTED]
Title: President and CEO

Per: _____
Name: [REDACTED]
Title: Chair of the Board

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

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SCHEDULE 1**DEFINITIONS AND INTERPRETATION**

- 1. Definitions.** In the Project Agreement, unless the context otherwise requires:
- 1.1 "**Actual Relevant Insurance Cost**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.2 "**Adjusted Estimated Fair Value**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.3 "**Adjusted Highest Qualifying Tender Price**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.4 "**Affected Area**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.5 "**Affected Hospital Employees**" means those unionized employees who perform the hospital building maintenance services immediately prior to the Transfer Date.
- 1.6 "**Affiliate**" means an "**affiliate**" as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto, and, in the case of any Plenary Party, shall include each of its unitholders, shareholders, partners or owners, as the case may be.
- 1.7 "**Ancillary Documents**" means the Construction Contract, the Service Contract, the Facility Co-Ordination Agreement, the Performance Security and [REDACTED].
- 1.8 "**Annual Service Payment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.9 "**Anticipated Substantial Completion Date**" has the meaning given in Section 25.7(a) of the Project Agreement.
- 1.10 "**Applicable Law**" means:
- (a) any statute or proclamation or any delegated or subordinate legislation including regulations and by-laws;
 - (b) any Authority Requirement; and
 - (c) any judgment of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Ontario,
- in each case, in force in the Province of Ontario, or otherwise binding on Project Co, any Project Co Party, NBGH or any NBGH Party and, in particular, shall include the *Public Hospitals Act* (Ontario) and the *Mental Health Act* (Ontario).
- 1.11 "**Applicable Pension Plan**" means either HOOPP or OPT.

- 1.12 **"Approved Purposes"** means:
- (a) NBGH and the NBGH Parties performing the Hospital Services, and their operations relating to the performance of the Hospital Services, any other activities of NBGH or any NBGH Party in connection with the Facility and the Site and NBGH's rights and obligations under the Project Agreement or in respect of the Facility and the Site (except with respect to future development of the Site that is not in connection with providing the Hospital Services or other healthcare services); and
 - (b) following termination of the Project Agreement or as otherwise provided herein, NBGH's rights and obligations under the Project Agreement, performing (or having performed) the Project Operations, including the design or construction of the Facility and the operation, maintenance or improvement of the Facility, and any other operations or services the same as, or similar to, the Project Operations in connection with the Facility and the Site.
- 1.13 **"Archaeological Report"** means the Archaeological and Heritage Impact Assessment of the New North Bay Hospital Site dated June 15, 2000 and prepared by Woodland Heritage Services Ltd.
- 1.14 **"Architect of Record"** means Critchley Delean Trussler Evans Bertrand Architects Inc.
- 1.15 **"Architect's Contract"** has the meaning given in Section 18.7(h) of the Project Agreement.
- 1.16 **"Area"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.17 **"Area Availability Value"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.18 **"As Built Drawings"** means drawings prepared by Project Co in a format and with content and details that NBGH, acting reasonably, considers appropriate.
- 1.19 **"Authority Requirements"** means any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any Governmental Authority.
- 1.20 **"Availability Failure Deduction"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.21 **"Availability Failure Event"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.22 **"Availability Failure Severity Factor"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.23 **"Background Information"** means any and all drawings, reports (including the Archaeological Report, the Environmental Report and the Geotechnical Reports), studies,

data, documents, or other information, given or made available to Project Co or any Project Co Party by NBGH or any NBGH Party, or which was obtained from or through any other sources to the date of the Project Agreement, excluding the Existing Design.

- 1.24 "**Base Case Equity IRR**" means [REDACTED]%.
- 1.25 "**Base Relevant Insurance Cost**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.26 "**Bedding-In Period**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.27 "**Beneficiary**" has the meaning given in Section 55.3(a) of the Project Agreement.
- 1.28 "**Building Code**" means the regulations made under Section 34 of the *Building Code Act, 1992* (Ontario), as amended or replaced from time to time.
- 1.29 "**Building Maintenance**" means those building maintenance services to be carried out pursuant to the Plant Services Specification.
- 1.30 "**Building Management System (BMS) Reporting Requirements**" means those building management system (BMS) reporting requirement services to be carried out pursuant to the Plant Services Specification.
- 1.31 "**Building Permit**" means Building Permit No. 04-818 dated July 24, 2006 and issued by the City of North Bay with respect to the construction of the Facility on the Site in accordance with the Existing Design.
- 1.32 "**Business Day**" means any day other than a Saturday, a Sunday, a statutory holiday in the Province of Ontario or any day on which banks are not open for business in the City of North Bay, Ontario.
- 1.33 "**Business Opportunities**" has the meaning given in Section 4.1(a) of the Project Agreement.
- 1.34 "**Canadian and Industry Standard**" means, at the applicable time, those standards, practices, methods and procedures applicable to Good Industry Practice.
- 1.35 "**Canadian GAAP**" means generally accepted accounting principles in Canada, consistently applied from one period to the next.
- 1.36 "**Capital Expenditure**" means capital expenditure as interpreted in accordance with Canadian GAAP.
- 1.37 "**Category 2 Equipment**" has the meaning given in Section 22.2(a) of the Project Agreement.
- 1.38 "**Category 3 Equipment**" has the meaning given in Section 22.2(b) of the Project Agreement.

- 1.39 "**Category 4 Equipment**" has the meaning given in Section 22.2(c) of the Project Agreement.
- 1.40 "**Category 5 Equipment**" has the meaning given in Section 22.2(d) of the Project Agreement and is also referred to as "**Plant**".
- 1.41 "**Category A Availability Failure Event**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.42 "**Category B Availability Failure Event**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.43 "**Category C Availability Failure Event**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.44 "**Change in Control**" means, with respect to a person:
- (a) any Change in Ownership, where the effect of such change is to result in control of the decisions made by or on behalf of such person subsequently being with a different entity or entities than prior to such change;
 - (b) any other change in respect of the power to elect a majority of the directors of the person or otherwise control the decisions made on behalf of such person; or
 - (c) any other change of direct or indirect power to direct or cause the direction of the management, actions or policies of such person.
- 1.45 "**Change in Law**" means the coming into effect or repeal (without re-enactment or consolidation) in Ontario of any Applicable Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in Ontario in each case after the date of the Project Agreement.
- 1.46 "**Change in Ownership**" means, with respect to a person, any change in ownership, whether beneficial or otherwise, of any of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.
- 1.47 "**Class 5 Area**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.48 "**Class 6 Area**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.49 "**Clinical Functionality**" means the ability of the Facility to enable the Hospitals to carry out the Clinical Services and all diagnostic, therapeutic, support and administrative services necessary to ensure that the Clinical Services can be safely and efficiently provided at the Facility, all as contemplated in the functional program approved by MOHLTC.

- 1.50 "**Clinical Services**" means the direct and/or indirect provision of medical and healthcare services to or for the benefit of persons requesting or requiring such services, including all management and administrative operations in support thereof.
- 1.51 "**CMMS**" has the meaning given in Section 2.3(b)(i)(A) of Schedule 15 - Output Specifications.
- 1.52 "**Collective Agreement**" means, for the Affected Hospital Employees, the collective agreement (as defined in the *Labour Relations Act* (Ontario)) in effect on the date immediately preceding the Transfer Date.
- 1.53 "**Collective Agreement Rates**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.54 "**Commissioning Tests**" means all commissioning tests:
- (a) described in Schedule 14 - Outline Commissioning Program;
 - (b) required by Applicable Law, Canadian and Industry Standards or CSA Standards;
 - (c) recommended by the manufacturer of any part of the Plant or Equipment; and
 - (d) required to be included in the Final Commissioning Program by the Independent Certifier, the Hospital Commissioning Agent or the NBGH Representative during its development pursuant to Section 25.2 of the Project Agreement.
- 1.55 "**Compensation Date**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.56 "**Compensation Event**" has the meaning given in Section 40.1(a) of the Project Agreement.
- 1.57 "**Confidant**" has the meaning given in Section 51.6(a)(i) of the Project Agreement.
- 1.58 "**Confidential Information**" means all confidential and proprietary information which is supplied by or on behalf of a Party, whether before or after the date of the Project Agreement, but excluding Patient Information.
- 1.59 "**Construction Contract**" means the construction contract between Project Co and the Construction Contractor dated on or about the date of Financial Close.
- 1.60 "**Construction Contractor**" means PCL Constructors Canada Inc., engaged by Project Co to perform the Works and any substitute building contractor engaged by Project Co as may be permitted by the Project Agreement.
- 1.61 "**Construction Contractor's Direct Agreement**" means the direct agreement between NBGH, Project Co, the Construction Contractor and the Construction Guarantor in the form set out in Schedule 5-1 - Construction Contractor's Direct Agreement.

- 1.62 "**Construction Guarantor**" means PCL Construction Group Inc.
- 1.63 "**Construction Quality Plan**" means the construction quality plan to be developed from Schedule 11 - Construction Quality Plan Outline.
- 1.64 "**Contamination**" means the presence of any Hazardous Substance in the environment, except Hazardous Substances present in the environment in concentrations below applicable standards as set by Applicable Laws. If Contamination is present in soil, surface water or groundwater, then the soil, surface water or groundwater, as applicable, containing the Contamination shall also be deemed for the purposes of the Project Agreement to be Contamination.
- 1.65 "**Contingency Planning**" means meeting the requirements set out in Section 3.3(j) of Schedule 15 - Output Specifications.
- 1.66 "**Contract Year**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.67 "**Countdown Notice**" has the meaning given in Section 25.7(a) of the Project Agreement.
- 1.68 "**CPI**" means CPI-XFET, as published by Statistics Canada from time to time (whether preliminary or final), or, failing such publication, such other index as the Parties may agree, or as may be determined in accordance with Schedule 27 - Dispute Resolution Procedure, most closely resembles such index.
- 1.69 "**CPIo**" is the value of CPI at Financial Close, to be determined by reference to the relevant index in the month immediately preceding Financial Close.
- 1.70 "**CPIpc**" is the value of CPI on the Payment Commencement Date, to be determined by reference to the relevant index in the month immediately preceding the Payment Commencement Date.
- 1.71 "**CPIy**" is the value of CPI on April 1 of the relevant Contract Year "y", to be determined by reference to the relevant index in the month of February most recently preceding the indexation date.
- 1.72 "**CSA Standard**" means, at the applicable time, the Canadian Standards Association standards.
- 1.73 "**Custodian**" means the person appointed as the Custodian pursuant to the Custody Agreement and as may be permitted pursuant to the Project Agreement.
- 1.74 "**Custody Agreement**" means the custody agreement between Project Co, NBGH, the Custodian and the Lenders' Agent in the form set out in Schedule 7 - Custody Agreement.
- 1.75 "**Debt Amount**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.76 "**Debt Service Amount**" means, for any period, the principal and interest payable by Project Co to the Senior Lenders in the normal course under the Lending Agreements.

- 1.77 **"Deduction"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.78 **"Default Interest Rate"** means simple interest at an annual rate equal to 2% over the rate of interest per annum quoted by the Bank of Montreal from time to time as its reference rate for Canadian Dollar demand loans made to its commercial customers in Canada and which it refers to as its "prime rate", as such rate may be changed by it from time to time.
- 1.79 **"Delay Events"** has the meaning given in Section 39.1(a) of the Project Agreement.
- 1.80 **"Demand Maintenance"** means all ad hoc, unscheduled or first response maintenance (other than Scheduled Maintenance) to the Site, the Facility and the Equipment, which includes the response to malfunctions and provision of minor repairs, adjustments and general maintenance as follows:
- (a) first response to equipment malfunctions and assessment of the problem (e.g., operator error, utility problem, minor or major failure), and required response;
 - (b) performance of minor repairs and general maintenance, including filter changes, topping-up fluids, adjustments, resets, clearing blockages, minor carpentry and replacing minor parts such as rollers, wheels, pulley and hoses; and
 - (c) in the case of repairs that cannot be resolved under the immediately preceding subsection, arranging for and overseeing third party service representatives to make necessary repairs provided that Project Co has obtained approval from NBGH, acting reasonably, for such third party repairs.
- 1.81 **"Demand Requisition"** means a requisition for Demand Maintenance.
- 1.82 **"Department"** has the meaning given in Schedule 20 - Payment Mechanism.
- 1.83 **"Design Consultants"** means:
- (a) the Architect of Record;
 - (b) Food Systems Consulting Inc., Carol Minnich Design and Van Velzen & Radchenko Design Associates Ltd.;
 - (c) Halsall Associates Limited, in joint venture with Anrep Krieg Desilets Gravelle Inc.;
 - (d) Health Care Planning Review Inc.;
 - (e) Healthcare Equipment & Laboratory Planners Inc.;
 - (f) H. H. Angus and Associates Limited, in joint venture with Piotrowski Consultants Ltd.;
 - (g) HOK Canada, Inc.;

- (h) Howe Gastmeir Chapnik Ltd.;
 - (i) Larden-Muniak Inc.;
 - (j) Lowry Otto Erskine Williams Architects Inc.;
 - (k) Merlex Engineering Ltd.;
 - (l) Mitchell Architects Inc.;
 - (m) Northland Engineering (1987) Limited;
 - (n) R. Kendall Consulting Inc.;
 - (o) Trow Associates Inc.;
 - (p) Vertechs Design Inc., in joint venture with Consolati Consultants Inc.; and
 - (q) Woodland Heritage Services Ltd.
- 1.84 **"Development and Co-Ownership Agreement"** means the development and co-ownership agreement between NBGH and NEMHC dated on or about the date of Financial Close.
- 1.85 **"Development Approval"** means development permits, building permits, zoning approvals and any other planning or development permit, consent or applicable Permits, Licences and Approvals required from time to time for construction of the Facility.
- 1.86 **"Direct Agreements"** means the Construction Contractor's Direct Agreement and the Service Provider's Direct Agreement.
- 1.87 **"Direct Cost"** has the meaning given in Schedule 22 -Variation Procedure.
- 1.88 **"Direct Losses"** means all damage, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on a substantial indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law, except Indirect Losses.
- 1.89 **"Discount Rate"** has the meaning given in Schedule 23 - Compensation on Termination.
- 1.90 **"Discriminatory Change in Law"** means any Change in Law the effect of which is to discriminate directly against or impose additional Taxes which apply specifically to:
- (a) hospitals and/or mental health centres whose design, construction, financing and facilities management are procured by a contract similar to the Project Agreement in relation to other similar hospitals and/or mental health centres;
 - (b) the Facility in relation to other hospitals and/or mental health centres;

- (c) Project Co in relation to other persons; or
- (d) persons undertaking projects for design, construction, financing and facilities management that are procured by a contract similar to the Project Agreement in relation to other persons undertaking similar projects procured on a different basis,

except that such Change in Law shall not be a Discriminatory Change in Law:

- (e) where it is in response to any act or omission on the part of Project Co which contravenes Applicable Law (other than an act or omission rendered illegal by virtue of the Discriminatory Change in Law itself);
- (f) solely on the basis that its effect on Project Co is greater than its effect on other companies; or
- (g) where such Change in Law is a change in Taxes that affects companies generally.

- 1.91 "**Dispute**" has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.92 "**Dispute Resolution Procedure**" means the procedure set out in Schedule 27 - Dispute Resolution Procedure.
- 1.93 "**Distribution**" has the meaning given in Schedule 28 - Refinancing.
- 1.94 "**Early Services**" means the services to be provided by Project Co pursuant to the Early Services Agreement.
- 1.95 "**Early Services Agreement**" has the meaning given in Section 3.3(a) of the Project Agreement.
- 1.96 "**Early Services Term Sheet**" means the early services term sheet set out in Schedule 8 - Early Services Term Sheet.
- 1.97 "**Emergency**" means any situation, event, occurrence, or multiple occurrences that:
- (a) constitutes or may constitute a hazard to or jeopardizes or may jeopardize the health and/or safety of persons;
 - (b) causes or may cause damage or harm to property, buildings and/or equipment; or
 - (c) materially interferes with or prejudices or may materially interfere with or prejudice the safe operation of the Facility, any part of the Site, the conduct of the Project Operations and/or the conduct of the Hospital Services,

and which, in the opinion of NBGH, requires immediate action to prevent and/or mitigate the occurrence (or risk of the occurrence) of the foregoing.

- 1.98 "**Employee Termination Payments**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.99 "**Encumbrance**" means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Workplace Safety and Insurance Board, Canada Revenue Agency, and other Governmental Authorities.
- 1.100 "**Energy Analysis**" has the meaning given in Schedule 15 - Output Specifications.
- 1.101 "**Energy Benchmark**" means the energy benchmark for consumption of energy services at the Facility established in accordance with Section 4 of Schedule 15 - Output Specifications.
- 1.102 "**Energy Report**" means the report prepared by the Energy Surveyor in accordance with Section 4 of Schedule 15 - Output Specifications.
- 1.103 "**Energy Surveyor**" means the person or persons, with at least 5 years of hospital related design and/or operating experience and with previous experience in energy analysis and physical condition assessment, appointed by the Parties to undertake an Energy Analysis and prepare an Energy Report on an annual basis.
- 1.104 "**Environmental Report**" means the Class Environmental Study Report dated October 2003 and prepared by Northland Engineering (1987) Limited.
- 1.105 "**Equipment**" means all equipment listed in Schedule 21 - Equipment List and the Category 5 Equipment.
- 1.106 "**Equipment List**" has the meaning given in Schedule 21 - Equipment List.
- 1.107 "**Equipment Subcommittee**" has the meaning given in Section 22.1(a) of the Project Agreement.
- 1.108 "**Equity Capital**" means the aggregate (without double counting) of all subscribed share capital, shareholder loans and other contributed capital of the Plenary Parties, excluding, for greater certainty, any amounts advanced as debt to either Project Co or [REDACTED] under the Lending Agreements.
- 1.109 "**Equity IRR**" has the meaning given in Schedule 28 - Refinancing.
- 1.110 "**Equity Sale IRR**" means the internal rate of return to the date of any sale of Equity Capital calculated by taking into account the full Implied Equity Value, together with all Distributions paid in respect of the Equity Capital, and the actual timing of payment of all such amounts.
- 1.111 "**Equity Provider**" means Plenary Group [REDACTED] or a person controlled by Plenary Group [REDACTED].

- 1.112 "**Escalation Factor**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.113 "**Escrow Account**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.114 "**Estimate**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.115 "**Estimated Fair Value**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.116 "**Estimated Increased Maintenance Costs**" has the meaning given in Section 27.3(b) of the Project Agreement.
- 1.117 "**Excess Equity Gain**" means an amount equal to the greater of zero and the difference between:
- (a) the amount paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital; and
 - (b) the Threshold Equity Sale Amount.
- 1.118 "**Excusing Cause**" has the meaning given in Section 41.1(a) of the Project Agreement.
- 1.119 "**Exempt Refinancing**" has the meaning given in Schedule 28 - Refinancing.
- 1.120 "**Exercise Date**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.121 "**Existing Design**" means the completed construction working drawings and documentation listed in Schedule 31 - Existing Design, as amended in accordance with the Project Agreement.
- 1.122 "**Existing Facilities**" means the NBGH facilities located at 750 Scollard Street, 720 McLaren Street, 758 McLaren Street, 675 Bloem Street, 685 Bloem Street, 120 King Street West and 35 Ferris Drive in North Bay, Ontario and the NEMHC facilities located at 680 Kirkwood Drive in Sudbury, Ontario and 4700 Highway 11 North, 200 First Avenue West, 147 McIntyre Street West, 1765 Jane Street and 450 Oak Street East in North Bay, Ontario.
- 1.123 "**Expert**" has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.124 "**Expiry Date**" means the 30th anniversary of the original Scheduled Substantial Completion Date, without taking into account any extensions to such date pursuant to Section 39 of the Project Agreement.
- 1.125 "**Expiry Lifecycle Costs**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.126 "**Expiry Transition Amount**" has the meaning given in Schedule 24 - Expiry Transition Procedure.

- 1.127 "**Expiry Transition Procedure**" means the procedure for Expiry Transition described in Schedule 24 - Expiry Transition Procedure.
- 1.128 "**Expiry Transition Requirements**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.129 "**Expiry Transition Security**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.130 "**Expiry Transition Works**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.131 "**Expiry Transition Works Costs**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.132 "**Facilities Management Committee**" has the meaning given in Section 12.1(a) of the Project Agreement.
- 1.133 "**Facility**" means:
- (a) all buildings, facilities and other structures;
 - (b) the Plant;
 - (c) all site services, utilities, roadways and parking spaces required to support such buildings, facilities and structures; and
 - (d) all supporting systems, infrastructure and improvements,
- required by the Technical Requirements and whether or not in the course of construction, installation or completion.
- 1.134 "**Facility Condition Report**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.135 "**Facility Co-Ordination Agreement**" means the facility co-ordination agreement between the Construction Contractor, the Service Provider and Project Co dated on or about the date of Financial Close.
- 1.136 "**Failure Points**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.137 "**Final Commissioning Program**" means the program to be jointly developed and agreed by NBGH and Project Co in accordance with Section 25.2 of the Project Agreement.
- 1.138 "**Final Completion**" means the completion of the Works in accordance with the Project Agreement, including completion of all Minor Deficiencies.
- 1.139 "**Final Completion Certificate**" means the certificate to be issued by the Independent Certifier in accordance with Section 25.11(d) of the Project Agreement.

- 1.140 "**Final Completion Date**" means the date on which Final Completion is achieved as evidenced by the Final Completion Certificate, as such date shall be stated therein.
- 1.141 "**Final Completion Notice**" has the meaning given in Section 25.11(b) of the Project Agreement.
- 1.142 "**Final Facility Condition Report**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.143 "**Financial Close**" means the first date that funding is available under the Lending Agreements.
- 1.144 "**Financial Close Target Date**" means March 8, 2007, as such date may be extended in accordance with the provisions of the Project Agreement.
- 1.145 "**Financial Model**" means the computer spreadsheet model for the Project incorporating statements of Project Co's cashflows including all expenditure, revenues, financing and taxation of the Project Operations together with the profit and loss accounts and balance sheets for Project Co throughout the Project Term accompanied by details of all assumptions, calculations and methodology used in their compilation and any other documentation necessary or desirable to operate the model.
- 1.146 [REDACTED]
- 1.147 "**Fire Alarm System Certification**" means the periodic certification of all fire alarm systems and related components (i.e. sprinkler systems, fire extinguishers, kitchen hood systems, etc.) within the Facility.
- 1.148 "**Five Year Maintenance Plan**" means the rolling plan to be prepared by or on behalf of Project Co for the maintenance of the Facility in accordance with Schedule 15 - Output Specifications and the other provisions of the Project Agreement during each five year period, which plan shall be based, in part, on the Project Co Proposal Extracts.
- 1.149 "**Force Majeure**" has the meaning given in Section 43.1(a) of the Project Agreement.
- 1.150 "**Force Majeure Termination Sum**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.151 "**General Management Services**" means those general management services to be carried out pursuant to the General Management Services Specification.
- 1.152 "**General Management Services Specification**" means Section 2 of Schedule 15 - Output Specification.
- 1.153 "**Geotechnical Reports**" means the following reports:
- (a) Geotechnical Investigation dated June 29, 2001 and prepared by Trow Consulting Engineers Ltd.;

- (b) Review of Ground Improvement Techniques, New North Bay General Hospital dated October 26, 2001 and prepared by Trow Consulting Engineers Ltd.;
- (c) Preloading Settlement Monitoring, New North Bay General Hospital dated March 26, 2003 and prepared by Trow Associates Inc.;
- (d) Preloading Settlement Monitoring, New North Bay General Hospital dated June 19, 2003 and prepared by Trow Associates Inc.;
- (e) Geotechnical Evaluation, North Bay Hospital, East Parking Lot dated August 28, 2003 and prepared by Trow Associates Inc.;
- (f) Preloading Settlement Monitoring, New North Bay General Hospital dated May 20, 2004 and prepared by Trow Associates Inc.;
- (g) Geotechnical Investigation, Proposed Utilities, New North Bay Hospital dated February 24, 2005 and prepared by Trow Associates Inc.;
- (h) Data Review, Proposed Directional Drilling, New North Bay General Hospital dated April 21, 2005 and prepared by Trow Associates Inc.;
- (i) Geotechnical Investigation, New North Bay Hospital, Proposed Temporary Hospital Access dated November 30, 2001 and prepared by Merlex Engineering Ltd.;
- (j) Compaction Test Results dated February 1, 2003 and prepared by Merlex Engineering Ltd.;
- (k) Geotechnical Investigation, New North Bay Regional Health Centre, Proposed Forcemain and Watermain Crossing dated May 2003 and prepared by Merlex Engineering Ltd.; and
- (l) Geotechnical Investigation, North Bay Regional Health Centre, Proposed Pumping Station dated August 31, 2004 and prepared by Merlex Engineering Ltd.

1.154 "**Good Industry Practice**" means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

1.155 "**Governmental Authority**" means MOHLTC, the Local Health Integration Network and any other federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Hospitals, any aspect of the performance of the Project Agreement or the operation of the Facility or the Hospital

Services, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

1.156 [REDACTED]

1.157 [REDACTED]

1.158 "**Greenseal**" has the meaning given in the LEED Rating System.

1.159 "**Grounds**" means all external elements of the Facility.

1.160 "**Grounds Maintenance Services**" means those grounds maintenance services to be carried out pursuant to the Plant Services Specification.

1.161 "**GST**" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.

1.162 "**H&S Conviction**" has the meaning given in Section 44.1(a)(xvii) of the Project Agreement.

1.163 "**Hazardous Substances**" means any contaminant, pollutant, dangerous substance, toxic substance, liquid waste, industrial waste, gaseous waste, hauled liquid waste, hazardous material, or hazardous substance as defined or identified pursuant to any Applicable Law.

1.164 "**Health Accreditation Services**" means those health accreditation services to be carried out pursuant to the General Management Services Specification.

1.165 "**Health Specific Change in Law**" means any Change in Law which principally affects or principally relates only to the provision or operation of healthcare premises.

1.166 "**Helpdesk**" means a resource accessible by electronic requisitioning and/or other suitable means of communication which allows any member of the NBGH staff, patient or visitor:

(a) to report any failure or any other matter which requires Demand Maintenance to meet the requirements of NBGH in all areas of the Site in accordance with the Plant Services Specification and the Service Standards; and

(b) to receive a response as to the planned disposition of such matter.

1.167 "**Helpdesk Services**" means those helpdesk services to be carried out pursuant to the Plant Services Specification.

1.168 "**Heritage Guidelines and Protocols**" means the Government of Ontario's Best Practice Guidelines for the Treatment of Human Skeletal Remains Discovered Outside a Licensed Cemetery and the Cultural Heritage Protocol Agreement between the Ministry of Government Services and the Ministry of Culture and Communications.

1.169 "**High Cost Measures**" means energy saving measures that require a Capital Expenditure of greater than \$1,500 (index linked).

- 1.170 "**High Priority Service Failure**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.171 "**HOOPP**" means the Hospitals of Ontario Pension Plan and includes any successors thereof.
- 1.172 "**Hospital Commissioning**" means the commissioning activities to be carried out by NBGH in accordance with the Final Commissioning Program.
- 1.173 "**Hospital Commissioning Period**" means the period during which the Hospitals are performing the Hospital Commissioning.
- 1.174 "**Hospital Commissioning Tests**" means all commissioning tests required to be performed by NBGH pursuant to the Final Commissioning Program.
- 1.175 "**Hospital FM Services**" means all services and activities, other than the Clinical Services, provided or performed at the Facility by the Hospitals from time to time, including select general management services, select helpdesk services, food services (non-patient), food services (patient), clinical engineering services, environmental services (including housekeeping, waste management and laundry/linen), landscaping and gardening services, materials management services (including purchasing, stores, distribution, portering, transportation and central processing), protection services, utilities management services, parking services, information management services, learning centre services, main public facilities services, site administration services, staff facilities services and volunteer/auxiliary services.
- 1.176 "**Hospital Policy**" means the Hospitals' human resources policies, as they may be amended from time to time and provided to Project Co in writing.
- 1.177 "**Hospital Service User**" means a person present at the Facility in order to make use of or be benefited by the Hospital Services (and such term shall exclude any NBGH Party or Project Co Party save where such person is present at the Facility solely for such purpose).
- 1.178 "**Hospital Services**" means the Clinical Services and the Hospital FM Services.
- 1.179 "**Hospitals**" means NBGH and NEMHC, and "**Hospital**" means either of them.
- 1.180 "**HVAC**" means heating, ventilation and air conditioning.
- 1.181 "**Implied Equity Value**" means the amount paid in consideration of a percentage of Equity Capital divided by the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital.
- 1.182 "**Incentive**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.183 "**Indemnifier**" has the meaning given in Section 55.3(a) of the Project Agreement.

- 1.184 "**Indenture Trustee**" has the meaning given in Schedule 33 - Insurance Trust Agreement.
- 1.185 "**Independent Certifier**" means the person appointed as the Independent Certifier pursuant to the Independent Certifier Agreement and as may be permitted pursuant to the Project Agreement.
- 1.186 "**Independent Certifier Agreement**" means the independent certifier agreement between Project Co, NBGH and the Independent Certifier in the form set out in Schedule 6 - Independent Certifier Agreement.
- 1.187 "**Independent Inspector**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.188 "**Indirect Losses**" has the meaning given in Section 56.1(a) of the Project Agreement.
- 1.189 "**Infrastructure Ontario**" means the Ontario Infrastructure Projects Corporation.
- 1.190 "**Initial CPI Adjustment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.191 "**Initial Labour Adjustment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.192 "**Innovation Proposal**" has the meaning given in Section 38.2(b) of the Project Agreement.
- 1.193 "**Insurance Adjustment**" has the meaning given in Section 7.3 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.194 "**Insurance Cost Differential**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.195 "**Insurance Policies**" has the meaning given in Schedule 33 - Insurance Trust Agreement.
- 1.196 "**Insurance Proceeds**" has the meaning given in Schedule 33 - Insurance Trust Agreement.
- 1.197 "**Insurance Review Date**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.198 "**Insurance Review Period**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.199 "**Insurance Trust Agreement**" means the insurance trust agreement to be entered into between NBGH, the Lenders' Agent, Project Co and the Indenture Trustee in the form set out in Schedule 33 - Insurance Trust Agreement.

- 1.200 **"Intellectual Property"** means in connection with a specified subject matter, on a worldwide basis, all registered or unregistered Trade-Marks, trade names, patents, copyrights, trade secrets, designs, rights of publicity, mask work rights, utility models and other industrial or intangible property rights of a similar nature, all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration; all applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications; and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right.
- 1.201 **"Intellectual Property Rights"** means all Intellectual Property in or associated with the Project Data and all Intellectual Property which, or the subject matter of which, is at any time before or after the date of the Project Agreement created, brought into existence, acquired, used or intended to be used by Project Co, any Project Co Party or by other third parties (for such third parties' use by or on behalf of or for the benefit of Project Co) for any or all of the purposes of:
- (a) the Works, including the design and construction of the Facility (excluding Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction);
 - (b) the Project Co Services, including the operation, maintenance, improvement and testing of the Facility;
 - (c) any other Project Operations; or
 - (d) the Project Agreement.
- 1.202 **"Invoice Date"** has the meaning given in Schedule 23 - Compensation on Termination.
- 1.203 **"IPFP Framework"** has the meaning given in Recital E of the Project Agreement.
- 1.204 **"Joint Insurance Cost Report"** has the meaning given in Section 7.2 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.205 **"Joint Technical Review"** means an assessment conducted by the Parties every 5 years to assess the performance and effectiveness of both the Preventative Maintenance and lifecycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Lifecycle Replacement Schedule and the Output Specifications.
- 1.206 **"Jointly Developed Materials"** has the meaning given in Section 50.4(a) of the Project Agreement.
- 1.207 **"LEED"** means Leadership in Energy & Environmental Design.
- 1.208 **"LEED Certification"** means certification under LEED-NC Version 2.1 by the USGBC.

- 1.209 "**LEED Rating System**" means USGBC's Leadership in Energy & Environmental Design (LEED) Green Building Rating System For New Construction And Major Renovations, LEED-NC Version 2.1.
- 1.210 "**Lenders**" means the Senior Lenders [REDACTED].
- 1.211 "**Lenders' Agent**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.212 "**Lenders' Direct Agreement**" means the direct agreement to be entered into between NBGH, the Lenders' Agent, Project Co and the Indenture Trustee in the form set out in Schedule 4 - Lenders' Direct Agreement.
- 1.213 "**Lending Agreements**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.214 "**Lifecycle Maintenance**" means maintenance of furnishings and equipment over its lifetime.
- 1.215 "**Lifecycle Replacement Schedule**" means a program for the planned or scheduled replacement, refreshment and/or refurbishment of building systems, equipment and fixtures that have reached the end of their useful service life during the Project Term, as set out in Appendix A to Schedule 24 - Expiry Transition Procedure.
- 1.216 "**Liquid Market**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.217 "**Local Health Integration Network**" means the North East Health Integration Network.
- 1.218 "**Longstop Date**" has the meaning given in Section 44.1(a)(ii) of the Project Agreement.
- 1.219 "**Low Cost Measures**" means energy saving measures that require a Capital Expenditure of less than or equal to \$1,500 (index linked).
- 1.220 "**Low Priority Service Failure**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.221 "**Lower Energy Limit**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.222 "**M&E Systems Verification Period**" means the period beginning on the day six (6) months following the Substantial Completion Date and ending on the day twenty-four (24) months following the Substantial Completion Date.
- 1.223 "**Maintenance Work**" means any work after Substantial Completion for maintenance or repair of the Facility in accordance with the requirements of the Project Agreement.
- 1.224 "**Manuals**" means all manuals to be prepared by Project Co pursuant to the Project Agreement, including all policy and procedure manuals.
- 1.225 "**Market Value Availability Deduction Amount**" has the meaning given in Schedule 23 - Compensation on Termination.

- 1.226 "**Maximum Service Payment**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.227 "**Mechanical and Electrical Services**" means those services listed in Section 3.3(b)(i)(A) of Schedule 15 - Output Specifications and/or required in accordance with Good Industry Practice.
- 1.228 "**Medical Contamination**" means a disease carrying agent which cleaning and prevention of infection or contamination techniques in use in accordance with Good Industry Practice and the Project Agreement cannot substantially prevent or cannot substantially remove with the result that:
- (a) it is unsafe to admit patients or staff to the relevant area or to use the area for the purpose for which it is intended; and
 - (b) the area cannot be made safe for the admission of patients or staff.
- 1.229 "**Medium Priority Service Failure**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.230 "**Minor Deficiencies**" means any defects, deficiencies and items of outstanding work (including in relation to seasonal work), which would not materially impair NBGH's use and enjoyment of the Facility (including for the Hospital Commissioning) or the performance of the Hospital Services by NBGH or the performance of the Project Co Services by Project Co.
- 1.231 "**Minor Deficiencies List**" has the meaning given in Section 25.8(a) of the Project Agreement.
- 1.232 "**MOHLTC**" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care, and includes any successors thereto or persons exercising delegated power under the Minister's authority.
- 1.233 "**Monitoring Notice**" has the meaning given in Section 30.4(a) of the Project Agreement.
- 1.234 "**Monthly Base Payment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.235 "**Monthly Quality Statement**" has the meaning given in Section 3.5(a) of Schedule 11 - Construction Quality Plan Outline.
- 1.236 "**Monthly Service Payment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.237 "**MSDS**" means the material safety data sheets prescribed by the applicable WHMIS legislation.
- 1.238 "**NBGH**" means the North Bay General Hospital.

- 1.239 **"NBGH Commissioning Agent"** means the person appointed by NBGH as its commissioning agent.
- 1.240 **"NBGH Default Termination Sum"** has the meaning given in Schedule 23 - Compensation on Termination.
- 1.241 **"NBGH Design Issues"** has the meaning given in Section 18.4(c) of the Project Agreement.
- 1.242 **"NBGH Development Accountability Agreement"** means the development accountability agreement between MOHLTC and NBGH dated on or about the date of Financial Close with respect to, among other things, the terms and conditions of funding for NBGH's obligations related to the Project.
- 1.243 **"NBGH Event of Default"** has the meaning given in Section 45.1(a) of the Project Agreement.
- 1.244 **"NBGH Funding and Approval Letter"** means the funding and approval letter from MOHLTC to NBGH dated on or about the date of Financial Close with respect to, among other things, the terms and conditions of funding by MOHLTC of certain of NBGH's obligations related to the Project and MOHLTC's approval of the Project.
- 1.245 **"NBGH Party"** means any of NBGH's agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged in respect of the Hospital Services, but excluding Project Co and any Project Co Party, and the **"NBGH Parties"** shall be construed accordingly.
- 1.246 **"NBGH Permits, Licences and Approvals"** means:
- (a) the Building Permit;
 - (b) Municipal and Private Sewage - Certificate of Approval from the Ministry of the Environment;
 - (c) Municipal and Non-Municipal Drinking Water Systems - Certificate of Approval from the Ministry of the Environment;
 - (d) Fire Safety - Final Approval from the Ministry of Community Safety and Correctional Services (Office of the Fire Marshal);
 - (e) Sign Permit from the Ministry of Transportation;
 - (f) Encroachment Permit from the Ministry of Transportation;
 - (g) Encroachment Permit for future "North Bay Regional Health Centre" pylon sign at main entrance from the Ministry of Transportation;
 - (h) Building and Land Use Permit from the Ministry of Transportation;

- (i) Authorization for Amendment to section 35(2) of *Fisheries Act* - Approval Letter from Fisheries and Oceans Canada;
 - (j) Fill, Construction & Alteration to Waterways Permit - Approval Letter from North Bay/Mattawa Conservation Authority;
 - (k) Heliport Inspection Report from Transport Canada; and
 - (l) such other Development Approvals obtained by NBGH prior to the date of the Project Agreement.
- 1.247 "**NBGH Representative**" means the person designated as such by NBGH on or prior to the date of the Project Agreement and any permitted replacement.
- 1.248 "**NBGH Taxes**" means taxes, or payments in lieu of taxes, imposed on NBGH based on or measured by income or profit of NBGH or capital taxes based on or measured by the capital of NBGH and GST and property taxes for which NBGH is responsible pursuant to Section 34 of the Project Agreement.
- 1.249 "**NBGH Trade-Marks**" means any and all Trade-Marks used by NBGH in any manner whatsoever.
- 1.250 "**NBGH Work**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.251 "**NEMHC**" means the Northeast Mental Health Centre.
- 1.252 "**NEMHC Covenant Agreement**" means the covenant agreement between NEMHC and Project Co dated on or about the date of Financial Close.
- 1.253 "**NEMHC Development Accountability Agreement**" means the development accountability agreement between MOHLTC and NEMHC dated on or about the date of Financial Close with respect to, among other things, the terms and conditions of funding for NEMHC's obligations related to the Project.
- 1.254 "**NEMHC Funding and Approval Letter**" means the funding and approval letter from MOHLTC to NEMHC dated on or about the date of Financial Close with respect to, among other things, the terms and conditions of funding by MOHLTC of certain of NEMHC's obligations related to the Project and MOHLTC's approval of the Project.
- 1.255 "**New Agreement**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.256 "**New Project Co**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.257 "**No Cost Measures**" means energy saving measures, including those related to good housekeeping, involving no material additional expenditure and/or no Capital Expenditure.

- 1.258 "**No Default Interest Rate**" means the rate of interest per annum quoted by the Bank of Montreal from time to time as its reference rate for Canadian Dollar demand loans made to its commercial customers in Canada and which it refers to as its "prime rate", as such rate may be changed by it from time to time.
- 1.259 "**Normal Wear and Tear**" means wear and tear that is reasonable given the use and age of the Facility (notwithstanding that any furniture, decorative fittings, finishes (including paintwork, fabric and special finishes), floor coverings and soft furnishings would be obsolete on the Expiry Date, but is still functional and operable), and consistent with wear and tear that could reasonably be expected to exist at a facility similar to the Facility, operating in a similar environment and similar circumstances and of a similar age, but does not include any degradation in the functionality or operability of the Facility, including furniture, decorative fittings, finishes (including paintwork, fabric and special finishes), floor coverings and soft furnishings (even if obsolete on the Expiry Date) so that the Facility or any element of the Facility (subject to the exceptions specified in Section 2.2 of Schedule 24 - Expiry Transition Procedure) fails to meet the Output Specifications, or fails to comply with Applicable Law.
- 1.260 "**Note Indenture**" means the note indenture between the Plenary Parties, the Lenders' Agent and the Indenture Trustee and dated on or about the date of Financial Close.
- 1.261 "**Notice of Dispute**" has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.262 "**Occupancy Permit**" means all Project Co Permits, Licences and Approvals required for the occupancy of the Facility as a health care facility in compliance with Applicable Law.
- 1.263 "**Off-Site Infrastructure Agreement**" means the off-site infrastructure agreement between NBGH, NEMHC and the Corporation of the City of North Bay dated May 30, 2006.
- 1.264 "**Operational Term**" means the period from the Substantial Completion Date until the end of the Project Term.
- 1.265 "**OPT**" means the OPSEU Pension Trust pension plan and includes any successors thereof.
- 1.266 "**Outline Commissioning Program**" means the schedule setting out the standards, specifications, procedures and other requirements for the performance and completion of the commissioning activities of the Parties outlined in Schedule 14 - Outline Commissioning Program.
- 1.267 "**Output Specifications**" means Schedule 15 - Output Specifications.
- 1.268 [REDACTED]
- 1.269 "**Party**" means either NBGH or Project Co, and "**Parties**" means both NBGH and Project Co, but, for greater certainty, such definitions do not include Infrastructure Ontario or

Her Majesty the Queen in Right of the Province of Ontario, as represented by either the Minister of Health and Long-Term Care or the Minister of Public Infrastructure Renewal or otherwise.

- 1.270 "**Party Representative**" and "**Party Representatives**" have the meanings given in Schedule 27 - Dispute Resolution Procedure.
- 1.271 "**Patient Information**" means Personal Information of patients, clients, and other users and recipients of the Hospital Services.
- 1.272 "**Payment Adjustment Report**" has the meaning given in Section 33.5(i)(ii) of the Project Agreement.
- 1.273 "**Payment Commencement Date**" means the date that is 2 Business Days after the Substantial Completion Date.
- 1.274 "**Payment Mechanism**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.275 "**Payment Periods**" means the payment periods of one calendar month (as adjusted in this definition) established by NBGH for each Contract Year, provided that the first Payment Period in the first Contract Year, and the last Payment Period in the last Contract Year may be a shorter period as a result of the timing of the Payment Commencement Date and the Expiry Date within the Payment Periods otherwise established in accordance with the foregoing.
- 1.276 "**Performance Audit**" has the meaning given in Section 27.8(a) of the Project Agreement.
- 1.277 "**Performance Guarantees**" means the guarantees to Project Co in respect of the Construction Contract and the Service Contract.
- 1.278 "**Performance Indicator**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.279 "**Performance Monitoring**" means those performance monitoring services to be carried out pursuant to Schedule 15 - Output Specifications.
- 1.280 "**Performance Monitoring Program**" or "**PMP**" has the meaning given in Section 2.3(b) of Schedule 15 - Output Specifications.
- 1.281 "**Performance Monitoring Report**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.282 "**Performance Security**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.283 "**Periodic Labour Adjustment**" has the meaning given in Schedule 20 - Payment Mechanism.

- 1.284 "**Permits, Licences and Approvals**" means the NBGH Permits, Licences and Approvals and the Project Co Permits, Licences and Approvals.
- 1.285 "**Permitted Borrowing**" means:
- (a) any advance to Project Co under the Lending Agreements;
 - (b) any additional financing approved by NBGH in accordance with Section 1.9 of Schedule 22 - Variation Procedure to the Project Agreement; and
 - (c) any amendment, waiver or exercise of a right under the Lending Agreements made during the Step-In Period that does not increase NBGH's liabilities under the Project Agreement whether actual or contingent, present or future, known or unknown.
- 1.286 "**person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
- 1.287 "**Personal Information**" means all personal information (as the term "**personal information**" is defined in the *Personal Information Protection and Electronic Documents Act* (Canada)) in the custody or control of Project Co or its Subcontractors other than personal information of the employees of Project Co or its Subcontractors and other than personal information that is wholly unrelated to the Project Operations and not derived directly or indirectly from NBGH in respect of the Project.
- 1.288 "**PIR**" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Public Infrastructure Renewal, and includes any successors thereto or persons exercising delegated power under the Minister's authority.
- 1.289 "**Plant**" means the Category 5 Equipment.
- 1.290 "**Plant Services**" means those plant services to be carried out pursuant to the Plant Services Specification.
- 1.291 "**Plant Services Information Management Services**" means those plant services information management services to be carried out pursuant to the Plant Services Specification.
- 1.292 "**Plant Services Information Management System**" means the plant services information management system described in Schedule 15 - Output Specifications.
- 1.293 "**Plant Services Specification**" means Section 3 of Schedule 15 - Output Specifications.
- 1.294 "**Plenary Party**" means any of Project Co, [REDACTED] and "**Plenary Parties**" means all of Project Co, [REDACTED].

- 1.295 **"Post Termination Service Amount"** has the meaning given in Schedule 23 - Compensation on Termination.
- 1.296 **"Pre-Existing Environmental Site Conditions"** means the environmental condition of the Site as set out in the Environmental Report.
- 1.297 **"Pre-Refinancing Equity IRR"** has the meaning given in Schedule 28 - Refinancing.
- 1.298 **"Preventative Maintenance"** or **"Lifecycle Maintenance"** is a scheduled and/or frequency-based maintenance regime designed to ensure that building components, equipment and fixtures will achieve their expected design or service life, and will provide reliable functionality within the defined performance parameters.
- 1.299 **"Preventative Maintenance Plan"** means the program prepared by Project Co to carry out planned Preventative Maintenance requirements on a scheduled basis on Plant and all relevant Equipment in accordance with the provisions of the Plant Services Specification and the Project Agreement.
- 1.300 **"Preventative Maintenance Requisition"** or **"PM Requisition"** means a work routine to be carried out by Project Co that is deemed by both Parties to be necessary to ensure reliability of the Facility and the Equipment, and compliance with Applicable Law.
- 1.301 **"Primary Senior Secured Notes"** means the [REDACTED]% fully amortizing senior secured notes issued by [REDACTED] pursuant to the Note Indenture and due [REDACTED].
- 1.302 [REDACTED].
- 1.303 **"Prohibited Act"** has the meaning given in Section 59.1(a) of the Project Agreement.
- 1.304 **"Prohibited Acts Termination Sum"** has the meaning given in Schedule 23 - Compensation on Termination.
- 1.305 **"Project"** has the meaning given in Recital B of the Project Agreement.
- 1.306 **"Project Agreement"** has the meaning given in Recital C of the Project Agreement.
- 1.307 **"Project Agreement Arbitration"** has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.308 **"Project Co"** means Plenary Health North Bay [REDACTED].
- 1.309 **"Project Co Commissioning"** means the commissioning activities to be carried out by Project Co prior to the issuance of the Substantial Completion Certificate in accordance with the Final Commissioning Program.
- 1.310 **"Project Co Commissioning Agent"** means the person appointed by Project Co as its commissioning agent.

- 1.311 "**Project Co Commissioning Tests**" means all Commissioning Tests required to be performed by Project Co pursuant to the Final Commissioning Program.
- 1.312 "**Project Co Construction Design Issues**" has the meaning given in Section 18.4(a) of the Project Agreement.
- 1.313 "**Project Co Design Contingency**" has the meaning given in Section 6.3(a)(ii) of the Project Agreement.
- 1.314 "**Project Co Design Issue Claim**" has the meaning given in Section 18.6(a)(i) of the Project Agreement.
- 1.315 "**Project Co Design Issues**" has the meaning given in Section 18.4(c) of the Project Agreement.
- 1.316 "**Project Co Event of Default**" has the meaning given in Section 44.1(a) of the Project Agreement.
- 1.317 "**Project Co M&E Design Issues**" has the meaning given in Section 18.4(b)(i) of the Project Agreement.
- 1.318 "**Project Co Operating Design Issues**" has the meaning given in Section 18.4(b) of the Project Agreement.
- 1.319 "**Project Co Party**" means:
- (a) the Construction Contractor;
 - (b) the Service Provider;
 - (c) any person engaged by Project Co, the Construction Contractor, and/or the Service Provider from time to time as may be permitted by the Project Agreement to procure or manage the provision of the Project Operations (or any of them); and
 - (d) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors,
- and "**Project Co Parties**" shall be construed accordingly.
- 1.320 "**Project Co Permits, Licences and Approvals**" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations to be obtained by Project Co in accordance with the Project Agreement and as required by Applicable Law, and all necessary consents and agreements from any third parties (including any Development Approval), needed to perform the Project Operations in accordance with the Project Agreement.

- 1.321 "**Project Co Proposal Extracts**" means the documents attached as Schedule 13 - Project Co Proposal Extracts.
- 1.322 "**Project Co Representative**" means the person designated as such by Project Co on or prior to the date of the Project Agreement and any permitted replacement.
- 1.323 "**Project Co Services**" means the services to be performed by Project Co and referred to in the Output Specifications, as such services may from time to time be varied in accordance with the Project Agreement, but specifically excluding the Hospital Services.
- 1.324 "**Project Co Variation Notice**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.325 "**Project Data**" means:
- (a) all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the provision of the Project Co Services; and
 - (b) any other materials, documents and or data acquired, brought into existence or used in relation to the Project Operations or the Project Agreement,
- other than the Existing Design, Jointly Developed Materials and Background Information and other than Intellectual Property Rights of third parties, such as CAD software, that is used only in the process of design and construction.
- 1.326 "**Project Documents**" means the Ancillary Documents and the Lending Agreements.
- 1.327 "**Project Insurance Change**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.328 "**Project Manager**" means the individual appointed by NBGH to assist NBGH in the implementation of the Project.
- 1.329 "**Project Operations**" means:
- (a) the performance of the Works;
 - (b) the delivery of the Project Co Services; and
 - (c) all other obligations of Project Co under the Project Agreement.
- 1.330 "**Project Term**" means the period commencing on the date of the Project Agreement and expiring at midnight on the Termination Date.
- 1.331 "**Proprietor**" has the meaning given in Section 51.6(a) of the Project Agreement.
- 1.332 "**Province**" means Her Majesty the Queen in Right of Ontario.

- 1.333 "**Qualification Criteria**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.334 "**Qualifying Bank**" has the meaning in Schedule 28 - Refinancing.
- 1.335 "**Qualifying Bank Transaction**" has the meaning in Schedule 28 - Refinancing.
- 1.336 "**Qualifying Refinancing**" has the meaning given in Schedule 28 - Refinancing.
- 1.337 "**Qualifying Tender**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.338 "**Qualifying Tenderer**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.339 "**Quality Monitoring Services**" means those quality monitoring services to be carried out pursuant to the Plant Services Specification.
- 1.340 "**Quality Plans**" has the meaning given in Section 13.1(a) of the Project Agreement.
- 1.341 "**Re-Commissioning**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.342 "**Recovery Amount**" has the meaning given in Section 55.3(g) of the Project Agreement.
- 1.343 "**Rectification**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.344 "**Rectification Confirmation Notice**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.345 "**Rectification Costs**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.346 "**Rectification Time**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.347 "**Refinancing**" has the meaning given in Schedule 28 - Refinancing.
- 1.348 "**Refinancing Financial Model**" has the meaning given in Schedule 28 - Refinancing.
- 1.349 "**Refinancing Gain**" has the meaning given in Schedule 28 - Refinancing.
- 1.350 "**Reimbursement Event**" has the meaning given in Section 31.5(a) of the Project Agreement.
- 1.351 "**Relevant Change in Law**" means a Discriminatory Change in Law, a Health Specific Change in Law or a Relevant Works Change in Law.
- 1.352 "**Relevant Conviction**" means a conviction under the *Criminal Code* (Canada) for which no pardon has been granted.

- 1.353 "**Relevant Insurance**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.354 "**Relevant Insurance Inception Date**" has the meaning given in Section 7.1 of Schedule 25 - Insurance and Performance Security Requirements.
- 1.355 "**Relevant Works Change in Law**" means a change in the Building Code in force as at the date of the Project Agreement that requires Project Co to perform any work of alteration, addition, demolition, extension or variation in the quality or function of the Facility which is not Maintenance Work or capital replacement work which Project Co would otherwise be required to perform in order to comply with its obligations under the Project Agreement.
- 1.356 "**Relief Events**" has the meaning given in Section 42.1(a) of the Project Agreement.
- 1.357 "**Replacement Lifecycle**" means the cycle, expressed in years, for which a material or system or other item is expected to remain in good condition and, if applicable, operating order (Normal Wear and Tear excepted) before requiring complete replacement.
- 1.358 "**Request for Information**" means the process by which Project Co may request an interpretation of or ask a question with respect to the Existing Design.
- 1.359 "**Request for Proposals**" means the request for proposals issued in respect of the Project and dated September 8, 2006.
- 1.360 "**Rescue Refinancing**" has the meaning given in Schedule 28 - Refinancing.
- 1.361 "**Restricted Person**" means any person who, or any member of a group of persons acting together, any one of which:
- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
 - (b) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
 - (c) in the case of an individual, he or she (or in the case of a legal entity, any of the members of its board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the consideration of whether such individual is a "**Restricted Person**" is made hereunder;
 - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;

- (e) is subject to a material claim of NBGH or the Province under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a "**Restricted Person**" is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in NBGH's view, in either case, be reasonably likely materially to affect the ability of Project Co to perform its obligations under the Project Agreement; or
- (f) has a material interest in the production of tobacco products.
- 1.362 "**Review Procedure**" means the procedure set out in Schedule 10 - Review Procedure.
- 1.363 "**Revised Facility Condition Report**" has the meaning given in Schedule 24 - Expiry Transition Procedure.
- 1.364 "**RST**" means the tax payable and imposed pursuant to the *Retail Sales Tax Act* (Ontario), and any successor legislation thereto.
- 1.365 "**Safety Plan**" means the safety plan included in the Project Co Proposal Extracts.
- 1.366 "**Schedule**" means a schedule to the Project Agreement.
- 1.367 "**Schedule of Accommodation**" is as set out in the Output Specifications, as modified through the Review Procedure.
- 1.368 "**Scheduled Final Completion Date**" means the last date for the completion of Minor Deficiencies pursuant to the Minor Deficiencies List.
- 1.369 "**Scheduled Maintenance**" means, where that term is specifically defined for all or any part of Schedule 15 - Output Specifications, the meaning it is given therein, but only in respect of that part of Schedule 15 - Output Specifications to which such definition applies, and in all other instances means all maintenance and other work which Project Co is to perform in accordance with the Project Agreement, including the Output Specifications, and the Scheduled Maintenance Plan.
- 1.370 "**Scheduled Maintenance Plan**" means the plan to be prepared by or on behalf of Project Co for the maintenance of the Facility in accordance with Schedule 15 - Output Specifications and the other provisions of the Project Agreement during each Contract Year, which plan shall be based, in part, on the Project Co Proposal Extracts.
- 1.371 "**Scheduled Substantial Completion Date**" means June 14, 2010, as such date may be extended pursuant to Section 39 of the Project Agreement.
- 1.372 "**Secondary Senior Secured Notes**" means the [REDACTED]% fully amortizing senior secured notes issued by Project Co and due [REDACTED].
- 1.373 "[REDACTED]"

- 1.374 "**Security**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.375 "**Security Documents**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.376 "**Senior Lenders**" means the holders of Primary Senior Secured Notes from time to time and, where the context so permits, prospective senior secured noteholders, [REDACTED].
- 1.377 "**Sensitive Information**" means financial or commercial information which would, if disclosed to a competitor of Project Co or any Project Co Party, give that competitor a competitive advantage over Project Co or such Project Co Party and thereby prejudice the business of Project Co or such Project Co Party.
- 1.378 "**Service Contract**" means the service contract between Project Co and the Service Provider dated on or about the date of Financial Close.
- 1.379 "**Service Failure**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.380 "**Service Failure Deduction**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.381 "**Service Guarantor**" means Johnson Controls, Inc.
- 1.382 "**Service Indicator Weight**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.383 "**Service Performance Indicator**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.384 "**Service Provider**" means Johnson Controls L.P., engaged by Project Co to perform the Project Co Services and any substitute service provider engaged by Project Co as may be permitted by the Project Agreement.
- 1.385 "**Service Provider's Direct Agreement**" means the direct agreement between NBGH, Project Co, the Service Provider and the Service Guarantor, in the form set out in Schedule 5-2 - Service Provider's Direct Agreement.
- 1.386 "**Service Quality Plan**" means the service quality plan to be developed for each Project Co Service from Schedule 12 - Service Quality Plan Outline.
- 1.387 "**Service Request**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.388 "**Service Response**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.389 "**Service Response Time**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.390 "**Service Score**" has the meaning given in Schedule 20 - Payment Mechanism.

- 1.391 "**Service Standards**" means the performance standards ascribed to each Project Co Service in Schedule 15 - Output Specifications.
- 1.392 "**Session**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.393 "**Severe Market Disruption**" means any occurrence of exceptional circumstances in financial markets in Europe, the United States of America and/or Canada, which adversely affects access by Project Co to national or relevant international capital or interbank markets.
- 1.394 "**Site**" means the land located in the City of North Bay, Ontario being P.I.N. 49128-0006 (LT), P.I.N. 49128-0234 (LT) and P.I.N. 49093-0020 (LT).
- 1.395 "**Site Conditions**" means the condition of the Site, including the physical, geophysical, climatic, ecological, environmental, geotechnical and archaeological conditions.
- 1.396 "**Site Fire Management/Fire Management Plan**" means the policy by that name, as developed by Project Co and approved by NBGH.
- 1.397 "**Site Plan Control Agreement**" means the site plan control agreement between NBGH, NEMHC and the City of North Bay registered against title to the Site in favour of the City of North Bay as Instrument No. BS19369.
- 1.398 "**Small Works**" means any works, including facilities and equipment, of a minor nature that are requested by NBGH to be performed having an individual cost or aggregate cost with other linked works, including facilities and equipment, of a minor nature, not exceeding \$100,000 (index linked), or as otherwise agreed from time to time, but excluding any works, including facilities and equipment, which will increase the likelihood of Failure Events, will increase the cost to Project Co of performing the Project Operations or will materially hinder Project Co in the performance of the Project Co Services.
- 1.399 "**Specific Service Specification**" means any one of the General Management Services Specification, the Plant Services Specification, and the Utilities Management Services Specification, as defined in Sections 2, 3 and 4, respectively, of Schedule 15 - Output Specifications.
- 1.400 "**Standby Letter of Credit**" has the meaning given in Section 2.2(a) of the Project Agreement.
- 1.401 "**Step-In Period**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.402 "**Subcontractor**" means any subcontractor of Project Co engaged by or through Project Co to perform any of the Project Operations, including the Construction Contractor, the Service Provider, any Supplier or consultant, and any subcontractor of any other subcontractor at any tier.

- 1.403 "**Subcontractor Losses**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.404 "**Subcontracts**" means the contracts entered into by or between Project Co and any Subcontractor or between any Subcontractor at any tier, including the Construction Contractor and the Service Provider, and any other Subcontractor at any tier in relation to any aspect of the Project Operations.
- 1.405 "**Submittal**" has the meaning given in Schedule 10 - Review Procedure.
- 1.406 "**Submittal Schedule**" has the meaning given in Schedule 10 - Review Procedure.
- 1.407 [REDACTED]
- 1.408 "**Substantial Completion**" means the point at which the Facility has been completed in accordance with the Technical Requirements, the Occupancy Permit has been issued, and all requirements for Substantial Completion described in the Final Commissioning Program, other than in respect of Minor Deficiencies, have been satisfied.
- 1.409 "**Substantial Completion Certificate**" means the certificate to be issued by the Independent Certifier in accordance with Section 25.4(d) of the Project Agreement.
- 1.410 "**Substantial Completion Date**" means the date on which Substantial Completion is achieved as evidenced by the Substantial Completion Certificate, as such date shall be stated therein.
- 1.411 "**Substantial Completion Notice**" has the meaning given in Section 25.4(b) of the Project Agreement.
- 1.412 "**Suitable Substitute**" has the meaning given in Schedule 4 - Lenders' Direct Agreement.
- 1.413 "**Suitably Qualified Person**" means a person with appropriate trade certification from a professional or industry body and who is licensed to undertake the work in the Facility or on the Site.
- 1.414 "**Supplemental Instruction**" means an instruction issued by the Architect of Record only for the purpose of recording any clarification or interpretation of the Existing Design.
- 1.415 "**Supplier**" means a person who supplies to Project Co, or to any Subcontractor, any equipment, materials, supplies or services as part of, or for, the Project Operations.
- 1.416 "**Taxes**" means any and all taxes, levies, imposts, duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto, and includes all RST and GST except where stated to the contrary, provided however that "**Taxes**" shall not include the NBGH Taxes.

- 1.417 "**Technical Reports**" means the Archaeological Report, the Environmental Report and the Geotechnical Reports.
- 1.418 "**Technical Requirements**" means all requirements set out or identified in the Existing Design and Schedule 15 - Output Specifications.
- 1.419 "**Tender Costs**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.420 "**Tender Process**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.421 "**Tender Process Monitor**" has the meaning given in Schedule 23 - Compensation on Termination.
- 1.422 "**Termination Date**" means the earlier of the Expiry Date and such earlier date, if any, on which termination of the Project Agreement takes effect in accordance with its terms.
- 1.423 "**Third Party Arbitration**" has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.424 "**Third Party Litigation**" has the meaning given in Schedule 27 - Dispute Resolution Procedure.
- 1.425 "**Threshold Equity Sale Amount**" means the amount which, if paid in consideration of the percentage of Equity Capital (as at Financial Close) sold in a particular sale of Equity Capital, would result in an Implied Equity Value that, if received in full on the day of the sale of Equity Capital, taken together with all Distributions paid in respect of the Equity Capital, and taking account of the actual timing of payment of all such amounts, would result in an Equity Sale IRR equal to the Threshold Equity Sale IRR.
- 1.426 "**Threshold Equity Sale IRR**" means [REDACTED]%.
- 1.427 "**Title Encumbrances**" means the Encumbrances listed in Schedule 16 - Title Encumbrances and any other Encumbrance consented to by NBGH and reasonably required in connection with the development of the Facility and the Project Operations.
- 1.428 "**Trade-Marks**" means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.
- 1.429 "**Transfer Date**" means the date on which the Affected Hospital Employees are transferred to Project Co or any Project Co Party pursuant to Section 28 of the Project Agreement, which date shall, unless otherwise agreed by the Parties or as provided in Schedule 17 - Employee Transition, be the Substantial Completion Date.
- 1.430 "**Transferred Employees**" means all Affected Hospital Employees who are transferred to Project Co or the relevant Project Co Party pursuant to Section 28 of the Project Agreement.

- 1.431 "**Transition Working Group**" has the meaning given in Section 11.6(a) of the Project Agreement.
- 1.432 "**Uninsurable Event**" means any event which arises directly and solely from an Uninsurable Risk.
- 1.433 "**Uninsurable Risk**" has the meaning given in Section 8.1 of Schedule 25 - Insurance and Performance Security Requirements to the Project Agreement.
- 1.434 "**Unscheduled Maintenance Work**" has the meaning given in Section 27.4(a) of the Project Agreement.
- 1.435 "**Upper Energy Limit**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.436 "**USGBC**" means the U.S. Green Building Council.
- 1.437 "**Utilities**" means energy/power supplies and waste recovery, including electricity, natural gas/fuel oil, water, sanitary waste, storm water, and bulk medical gas compounds.
- 1.438 "**Utilities Management Services**" means those utilities management services to be carried out pursuant to the Utilities Management Services Specification.
- 1.439 "**Utilities Management Services Specification**" means Section 4 of Schedule 15 - Output Specifications.
- 1.440 "**Utilities Management Subcommittee**" has the meaning given in Section 4 of Schedule 15 - Output Specifications.
- 1.441 "**Utility Adjustment**" has the meaning given in Schedule 20 - Payment Mechanism.
- 1.442 "**Utility Company**" means any company or companies designated by Project Co to provide Utilities.
- 1.443 "**Utility User(s)**" means those persons using Utilities at the Facility or on the Site.
- 1.444 "**Variation**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.445 "**Variation Confirmation**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.446 "**Variation Directive**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.447 "**Variation Enquiry**" has the meaning given in Schedule 22 - Variation Procedure.
- 1.448 "**Variation Procedure**" means the procedure set out in Schedule 22 - Variation Procedure.
- 1.449 "**VOC**" means has the meaning given in the LEED Rating System.
- 1.450 "**Warning Notice**" has the meaning given in Section 30.3(a) of the Project Agreement.

- 1.451 "**WHMIS**" means the system for the labeling and warning of Hazardous Substances used in the workplace, commonly referred to as a workplace hazardous materials information system, prescribed by Applicable Law over the delivery, storage and use of Hazardous Substances in the Province of Ontario.
- 1.452 "**Works**" means the limited design, construction, installation, testing, commissioning and completion of the Facility, including rectification of any Minor Deficiencies, and any other activities required to enable or facilitate the commencement of the Project Co Services, other than the Hospital Commissioning.
- 1.453 "**Works Change in Law**" means any Change in Law that:
- (a) is not a Relevant Change in Law;
 - (b) occurs after the Substantial Completion Date;
 - (c) requires Project Co to perform any work of alteration, addition, demolition, extension or variation in the quality or function of the Facility which is not Maintenance Work or capital replacement work which Project Co would otherwise be required to perform in order to comply with its obligations under the Project Agreement; and
 - (d) was not reasonably foreseeable at the date of the Project Agreement by an experienced contractor carrying out activities and/or performing design and/or other operations similar to those to be carried out and/or performed by any Project Co Party in relation to the Project.
- 1.454 "**Works Committee**" has the meaning given in Section 11.1(a) of the Project Agreement.
- 1.455 "**Works Report**" has the meaning given in Section 21.2(f) of the Project Agreement.
- 1.456 "**Works Schedule**" means the schedule agreed by the Parties in accordance with Section 21.2(c) of the Project Agreement.
- 2. Interpretation.** The Project Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:
- 2.1 The tables of contents, headings, marginal notes and references to them in the Project Agreement are for convenience of reference only, shall not constitute a part of the Project Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, the Project Agreement.
- 2.2 Except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of the Project Agreement) references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement are references to such Sections, Clauses, Paragraphs, or Subparagraphs of, Schedules to, or divisions of the Project

- Agreement and the terms "Section" and "Clause" are used interchangeably and are synonymous.
- 2.3 Except where the context requires otherwise, references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Project Agreement followed by a number are references to the whole of the Section, Clause, Paragraph, Subparagraphs, Schedule or other division of the Project Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix.
- 2.4 Except where the context requires otherwise, references in the Output Specifications to specific Parts, Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Output Specifications shall be construed such that each such reference on a page of the Output Specifications will be read to be preceded by and to include the prefix Section number or other reference at the top of the applicable page, and all cross-references to any Section in Schedule 15 - Output Specifications shall be interpreted to include the applicable prefix Section number or other reference.
- 2.5 The Schedules to the Project Agreement are an integral part of the Project Agreement and a reference to the Project Agreement includes a reference to the Schedules.
- 2.6 All references in the Project Agreement to a Schedule shall be to a Schedule of the Project Agreement.
- 2.7 All capitalized terms used in a Schedule shall have the meanings given to such terms in Schedule 1, unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- 2.8 The language of the Output Specifications and other documents comprising the Project Agreement is in many cases written in the imperative for brevity. Clauses containing instructions, directions or obligations are directed to Project Co and shall be construed and interpreted as if the words "Project Co shall" immediately preceded the instructions, directions or obligations.
- 2.9 Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- 2.10 Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- 2.11 Unless otherwise provided in the Project Agreement, all accounting and financial terms used in the Project Agreement shall be interpreted and applied in accordance with Canadian GAAP.

- 2.12 References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of the Project Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- 2.13 References to any Applicable Law, including any statutes or other Applicable Law specifically referred to herein, whether or not amendments or successors to such Applicable Law are referred to herein, are to be construed as references to that Applicable Law as from time to time amended or to any Applicable Law covering the same or similar subject matter from time to time replacing, extending, consolidating or amending the same.
- 2.14 References to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute.
- 2.15 References to persons shall include their successors and assigns. References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.
- 2.16 A reference in the Project Agreement or in any Project Document to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Laws has such right, power, obligation or responsibility at the relevant time.
- 2.17 References to a deliberate act or omission or deliberate or negligent act or omission of NBGH or any NBGH Party shall be construed having regard to the interactive nature of the activities of NBGH, the NBGH Parties and Project Co and further having regard to:
- (a) acts contemplated by the Output Specifications;
 - (b) acts or omissions in the ordinary course of the Hospital Services and expressly or reasonably inferred from the Output Specifications to be taken into account by Project Co in the performance of the Project Co Services; or
 - (c) acts otherwise provided for in the Project Agreement.
- 2.18 The words in the Project Agreement shall bear their natural meaning.
- 2.19 Each of Project Co's and NBGH's respective obligations shall be construed as separate obligations owed to the other.

- 2.20 References containing terms such as:
- (a) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to the Project Agreement taken as a whole; and
 - (b) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- 2.21 In construing the Project Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach apply to the construction of the Project Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 2.22 Where the Project Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.23 Where the Project Agreement states that an obligation shall be performed "no later than" or "by" a prescribed number of days before a stipulated date or event or "by" a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.24 Where the Project Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- 2.25 Any reference to time of day or date means the local time or date in North Bay, Ontario.
- 2.26 Unless otherwise indicated, time periods will be strictly construed.
- 2.27 Whenever the terms "will" or "shall" are used in the Project Agreement in relation to Project Co or NBGH they shall be construed and interpreted as synonymous and to read "Project Co shall" or "NBGH shall" as the case may be.
- 2.28 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

- 2.29 Unless otherwise identified in the Project Agreement, all units of measurement in any documents submitted by Project Co to NBGH shall be in accordance with the SI system of units.
- 2.30 Terms not defined herein and used in the Project Agreement which have a technical meaning commonly understood by the health care sector in Ontario will be construed as having that meaning unless the context otherwise requires.
- 2.31 Save where expressly stated otherwise, references to amounts or sums expressed to be "indexed" or "index linked" are references to amounts or sums which require adjustment to reflect the effects of inflation. Such adjustment shall be calculated in accordance with the following formula:

$$\text{Adjusted amount or sum} = \text{Amount or sum} \times \frac{\text{CPI}_y}{\text{CPI}_o}$$

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SCHEDULE 2**COMPLETION DOCUMENTS**

In this Schedule 2, "certified" shall mean that the relevant document is certified as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate by an officer or director of the relevant corporation.

1. Documents to be delivered by Project Co

Unless an original document is specifically required, a certified copy of each of the following documents (in each case, executed by the parties to such agreement other than NBGH and in form and substance satisfactory to NBGH, acting reasonably) is to be delivered by Project Co to NBGH on or prior to the Financial Close Target Date:

- 1.1 an original of this Project Agreement;
- 1.2 an original of the Lenders' Direct Agreement;
- 1.3 an original of the Construction Contractor's Direct Agreement;
- 1.4 an original of the Service Provider's Direct Agreement;
- 1.5 an original of the Independent Certifier Agreement;
- 1.6 an original of the Custody Agreement;
- 1.7 an original of the Insurance Trust Agreement;
- 1.8 an original notice of appointment of the Project Co Representative;
- 1.9 an original of the release by Project Co of Infrastructure Ontario, PIR, MOHLTC and the Province in the form attached as Appendix A to this Schedule 2;
- 1.10 an original of the acknowledgement and undertaking in the form attached as Appendix B to this Schedule 2;
- 1.11 the Lending Agreements;
- 1.12 the Construction Contract;
- 1.13 the Service Contract;
- 1.14 the Facility Co-Ordination Agreement;
- 1.15 the Performance Security;
- 1.16 **[REDACTED]**;

- 1.17 the \$[REDACTED] letter of credit required pursuant to Section 17.2(c) and evidence that the performance security required in accordance with this Project Agreement has been put in place;
- 1.18 a certificate of insurance for the insurances required in accordance with this Project Agreement to be taken out by the Construction Contractor for the period prior to the Substantial Completion Date;
- 1.19 one (1) printed copy of the Financial Model and two (2) copies on CD-Rom;
- 1.20 a certificate of an officer of Project Co certifying:
 - (a) a true copy of the Financial Model audit report dated January 30, 2007 prepared by Wolrige Mahon LLP and any updates thereto; and
 - (b) that the Financial Model algorithms have not changed from the audit report referred to in (a) above;
- 1.21 a certificate of an officer of Project Co substantially in the form attached as Appendix C to this Schedule 2;
- 1.22 [REDACTED];
- 1.23 [REDACTED];
- 1.24 [REDACTED];
- 1.25 a certificate of an officer of the Construction Contractor substantially in the form attached as Appendix C to this Schedule 2;
- 1.26 a certificate of an officer of the Service Provider substantially in the form attached as Appendix C to this Schedule 2;
- 1.27 a certificate of an officer of the Construction Guarantor substantially in the form attached as Appendix C to this Schedule 2;
- 1.28 a certificate of an officer of the Service Guarantor substantially in the form attached as Appendix C to this Schedule 2;
- 1.29 an original of the opinion from counsel to Project Co and the Plenary Parties substantially in the form attached as Appendix D to this Schedule 2 and otherwise acceptable to NBGH and its counsel;
- 1.30 an original of the opinion from counsel to the Construction Contractor substantially in the form attached as Appendix D to this Schedule 2 and otherwise acceptable to NBGH and its counsel;

- 1.31 an original of the opinion from counsel to the Service Provider substantially in the form attached as Appendix D to this Schedule 2 and otherwise acceptable to NBGH and its counsel; and
- 1.32 such other documents as the parties may agree, each acting reasonably.

2. Documents to be delivered by NBGH

Unless an original document is specifically required, a certified copy of each of the following documents (in each case, executed by NBGH) is to be delivered by NBGH to Project Co on or prior to the Financial Close Target Date:

- 2.1 an original of this Project Agreement;
- 2.2 an original of the Lenders' Direct Agreement;
- 2.3 an original of the Construction Contractor's Direct Agreement;
- 2.4 an original of the Service Provider's Direct Agreement;
- 2.5 an original of the Independent Certifier Agreement;
- 2.6 an original of the Custody Agreement;
- 2.7 an original of the Insurance Trust Agreement;
- 2.8 an original notice of appointment of the NBGH Representative;
- 2.9 an original of the NEMHC Covenant Agreement;
- 2.10 the Building Permit;
- 2.11 a reliance letter from Trow Associates Inc. in respect of those Geotechnical Reports prepared by Trow;
- 2.12 a reliance letter from Merlex Engineering Ltd. in respect of those Geotechnical Reports prepared by Merlex;
- 2.13 a reliance letter from Woodland Heritage Services Ltd. in respect of the Archaeological Report;
- 2.14 a reliance letter from Northland Engineering (1987) Limited in respect of the Environmental Report;
- 2.15 a copy of the letter from a Senior Vice President of Infrastructure Ontario recommending that NBGH enter into this Project Agreement;
- 2.16 a copy of the NBGH Development Accountability Agreement;

- 2.17 a copy of the NBGH Funding and Approval Letter;
- 2.18 a copy of the NEMHC Development Accountability Agreement;
- 2.19 a copy of the NEMHC Funding and Approval Letter;
- 2.20 a copy of the Development and Co-Ownership Agreement;
- 2.21 a certificate of insurance for the insurances required in accordance with this Project Agreement to be taken out by NBGH for the period prior to the Substantial Completion Date;
- 2.22 a certificate of an officer of NBGH substantially in the form attached as Appendix E to this Schedule 2;
- 2.23 a certificate of an officer of NEMHC substantially in the form attached as Appendix E to this Schedule 2;
- 2.24 an original of the opinion from counsel to NBGH and NEMHC substantially in the form attached as Appendix F to this Schedule 2 and otherwise acceptable to Project Co and its counsel; and
- 2.25 such other documents as the parties may agree, each acting reasonably.

APPENDIX A**FORM OF RELEASE**

TO: Ontario Infrastructure Projects Corporation ("**Infrastructure Ontario**")

AND TO: Her Majesty the Queen in Right of Ontario as represented by the Minister of Public Infrastructure Renewal ("**PIR**")

AND TO: Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care ("**MOHLTC**")

AND TO: Her Majesty the Queen in Right of Ontario (the "**Province**")

RE: Project agreement (as amended, supplemented or modified from time to time, the "**Project Agreement**") dated the 22nd day of February, 2007 between North Bay General Hospital ("**NBGH**") and Plenary Health North Bay [**REDACTED**] ("**Project Co**")

In consideration of NBGH entering into the Project Agreement, the undersigned hereby acknowledges and agrees that Infrastructure Ontario, PIR, MOHLTC and the Province have no obligations or liabilities to Project Co or any other person arising out of or in connection with the Project Agreement of any nature or kind whatsoever, including, without limitation, any obligations for payments or other covenants on the part of NBGH contained in the Project Agreement, and hereby releases Infrastructure Ontario, PIR, MOHLTC and the Province from and against any and all claims, demands, causes of action, judgments, costs and liability of any nature or kind whatsoever arising out of or in connection with the Project Agreement and all matters relating thereto, including, without limitation, any act or omission of NBGH, its employees, officers, directors or agents.

DATED this _____ day of _____, 2007.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

APPENDIX B**FORM OF UNDERTAKING AND ACKNOWLEDGEMENT**

TO: North Bay General Hospital ("NBGH")

RE: Project agreement (as amended, supplemented or modified from time to time, the "**Project Agreement**") dated the 22nd day of February, 2007 between NBGH and Plenary Health North Bay [REDACTED] ("**Project Co**")

1. The undersigned acknowledges that:
 - (a) The Project will proceed as an alternative financing and procurement project under the PIR's *ReNew Ontario* infrastructure investment plan, and complies with the principles set out in the IPFP Framework.
 - (b) The IPFP Framework establishes five fundamental principles which guide the financing and procurement of public infrastructure projects in Ontario:
 - (i) The public interest is paramount.
 - (ii) Value for money must be demonstrable.
 - (iii) Appropriate public control/ownership must be preserved.
 - (iv) Accountability must be maintained.
 - (v) All processes must be fair, transparent and efficient.
 - (c) The IPFP Framework states that, consistent with the principle of appropriate public ownership/control, public ownership of assets will be preserved in the hospital sector.
2. The undersigned undertakes to comply with the *Public Hospitals Act* (Ontario) in any direction or order issued by MOHLTC or the Local Health Integration Network to either Hospital to the extent that the direction or order affects the Project Operations.
3. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Project Agreement.

DATED this ____ day of _____, 2007.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

APPENDIX C

FORM OF PLENARY PARTY/PROJECT CO PARTY OFFICER'S CERTIFICATE

[NTD: Modify, as appropriate, for [REDACTED].]

Certificate of an Officer of
[•]
(the "Corporation")

TO: NORTH BAY GENERAL HOSPITAL ("NBGH")
AND TO: NORTHEAST MENTAL HEALTH CENTRE
AND TO: ONTARIO INFRASTRUCTURE PROJECTS CORPORATION
AND TO: BENNETT JONES LLP
AND TO: DAVIES WARD PHILLIPS & VINEBERG LLP
AND TO: DEUTSCHE BANK SECURITIES INC.
AND TO: FRASER MILNER CASGRAIN LLP

I, [•], being the [•] of the Corporation and an authorized signatory of the Corporation and being duly authorized by the Corporation to deliver this certificate, hereby make the following certifications and confirmations for and on behalf of the Corporation and without incurring personal liability and that the same may be relied upon by you without further inquiry:

1. Constating Documents

- (a) The Corporation is a subsisting corporation duly incorporated under the laws of [the Province of Ontario].
- (b) Attached hereto as **Schedule "A"** are true and complete copies of the articles, together with all amendments thereto, of the Corporation (the "**Articles**"). The Articles are in full force and effect on the date hereof and no other articles have been issued and no proceeding has been taken or is contemplated to the date hereof to authorize the Corporation to amend, surrender or cancel the Articles.
- (c) Attached hereto as **Schedule "B"** are true and complete copies of the by-laws of the Corporation (the "**By-laws**") enacted on or before the date hereof. The By-laws have been in full force and effect from and after the date thereof as set out therein and are in full force and effect, unamended as of the date hereof. No proceeding has been taken to the date hereof to authorize the Corporation to amend the By-laws and neither the directors nor the shareholders of the Corporation have passed, confirmed or consented to any resolutions amending or varying the By-laws.

- (d) Attached hereto as **Schedule "C"** is a true and complete copy of a unanimous shareholders' agreement between the shareholders of the Corporation and the Corporation (the "**Unanimous Shareholders' Agreement**") executed on or before the date hereof. The Unanimous Shareholders' Agreement has been in full force and effect from and after the date thereof as set out therein and is in full force and effect, unamended as of the date hereof.
- (e) The minute books and corporate records of the Corporation made available to [●] are the original minute books and corporate records of the Corporation and contain all minutes of meetings, resolutions and proceedings of the shareholders and directors of the Corporation to the date hereof and there have been no meetings, resolutions or proceedings authorized or passed by the shareholders or directors of the Corporation to the date hereof not reflected in such minute books and corporate records. Such minute books and corporate records are true, complete and correct in all material respects and there are no changes, additions or alterations necessary to be made thereto to make such minute books and corporate records true, complete and correct in all material respects.
- (f) At the date hereof, no winding-up, liquidation, dissolution, insolvency, bankruptcy, amalgamation, arrangement, reorganization or continuation proceedings in respect of the Corporation have been commenced or are being contemplated by the Corporation, and the Corporation has no knowledge of any such proceedings having been commenced or contemplated in respect of the Corporation by any other party.
- (g) At the date hereof, the Corporation is up-to-date in the filing of all returns and other documents required to be filed by it by governmental authorities, including under corporate, securities and tax legislation, and no notice of any proceedings to cancel its certificate of incorporation or otherwise to terminate its existence has been received by the Corporation.
- (h) Pursuant to the Unanimous Shareholders' Agreement, the powers of the directors of the Corporation to manage the business and affairs of the Corporation, whether such powers arise from the [**Business Corporations Act (Ontario) (the "Act")**], the Articles or the By-laws of the Corporation, or otherwise, are restricted to the fullest extent permitted by law, and, in accordance with the Act and the Unanimous Shareholders' Agreement, the shareholders of the Corporation have and enjoy and may exercise and perform all the rights, powers, and duties of the directors of the Corporation to manage the business and affairs of the Corporation.
- (i) There are no provisions in the Articles, By-laws, Unanimous Shareholders' Agreement or in any other agreement binding on the Corporation which:
- (i) restrict or limit the powers of the Corporation to enter into:

- (1) a certain project agreement with NBGH made as of February 22, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Project Agreement**") pursuant to which the Corporation will design, build, finance and maintain a new hospital facility;
 - (2) a lenders' direct agreement between the Corporation, NBGH, the Lenders' Agent and the Indenture Trustee;
 - (3) a direct agreement between PCL Constructors Canada Inc., PCL Construction Group Inc., the Corporation and NBGH;
 - (4) a direct agreement between Johnson Controls L.P., Johnson Controls, Inc., the Corporation and NBGH; and
 - (5) **[insert complete list of documents delivered on Financial Close]**,

(collectively, the "**Documents**"); or
- (ii) restrict or limit the authority of the directors or shareholders of the Corporation by resolution to delegate the powers set out in subparagraph (i) to a director or an officer of the Corporation.

2. Resolutions

- (a) Annexed hereto, forming part hereof and marked as **Schedule "D"** are true and complete copies of the resolutions of the **[directors/shareholders]** of the Corporation (the "**Resolutions**"), which have been duly and validly passed in accordance with applicable law, constituting authority and approval for the Corporation, *inter alia*, to enter into the Documents. The Resolutions are the only resolutions of the Corporation pertaining to the subject matter thereof and the same are in full force and effect, unamended as of the date hereof.
- (b) The authorization, execution and delivery of each Document contemplated in the Resolutions, and the performance by the Corporation of its obligations thereunder, do not constitute or result in a violation or breach or default under:
 - (i) the Articles, By-laws or the Unanimous Shareholders' Agreement;
 - (ii) to the best of my knowledge and belief after due diligence, any order of any Canadian or **[Ontario]** governmental body by which it is bound;
 - (iii) to the best of my knowledge and belief after due diligence, the terms of any agreement or instrument under which any of its property or assets is bound; or

- (iv) to the best of my knowledge and belief after due diligence, any writ, judgment, injunction, determination or award which is binding on the Corporation or any of its properties.
- (c) To the best of my knowledge and belief after due diligence, there is no claim, action, suit, proceedings, arbitration, investigation or inquiry before any governmental agency, court or tribunal, foreign or domestic, or before any private arbitration tribunal, pending or threatened against the Corporation, or involving its properties or business. To the best of my knowledge and belief after due diligence, no administrative or court decree is outstanding in respect of the Corporation or its assets.
- (d) To the best of my knowledge and belief after due diligence, no consent, approval or other order of any Canadian or [Ontario] governmental authority which has not been obtained is required to permit the Corporation to execute and deliver the Documents.

3. No Breach or Default

Neither the execution and delivery by the Corporation of the Documents nor the consummation of the transactions therein contemplated nor the fulfilment or compliance with the terms thereof will contravene or result in a breach of any of the terms, conditions or provisions of, or constitute a default under the Articles, By-laws, Unanimous Shareholders' Agreement or under any other agreement binding on the Corporation.

4. Specimen Signatures

The persons whose names are set forth below are, at the date hereof, officers and/or directors of the Corporation, duly elected or appointed to the office or offices set forth opposite their respective names and authorized to execute the Documents on behalf of the Corporation. The signatures set forth opposite their respective names are the true signatures of those persons:

NAME	POSITION	SIGNATURE

5. Capital

Listed below are all of the issued and outstanding shares in the capital of the Corporation and the registered owner of such shares:

ISSUED SHARES

REGISTERED OWNER

Attached hereto as **Schedule "E"** are true copies of all certificates in respect of such issued and outstanding shares. The Corporation has issued no securities, including (without limitation) securities convertible or exchangeable into shares and/or securities in respect of debt, other than such issued and outstanding shares as are listed above.

DATED this _____ day of _____, 2007.

Name:

Title:

APPENDIX D

FORM OF PLENARY PARTY/PROJECT CO PARTY OPINION

[March 8, 2007]

North Bay General Hospital
750 Scollard Street
North Bay, Ontario
P1B 5A4

Northeast Mental Health Centre
680 Kirkwood Drive
Sudbury, Ontario
P3E 1X3

Ontario Infrastructure Projects Corporation
777 Bay Street, 9th Floor
Toronto, Ontario
M5G 2E5

Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario
M5X 1A4

Dear Sirs/Mesdames:

Re: North Bay Regional Health Centre Project

We have acted as counsel to [Plenary Health North Bay [REDACTED]/ PCL Constructors Canada Inc. (the "Construction Contractor")/ Johnson Controls L.P. (the "Service Provider")] in connection with the alternative financing and procurement transaction whereby Project Co has agreed to enter into a modified design, build, finance and maintain agreement for a new hospital facility in North Bay, Ontario.

This opinion is being delivered to North Bay General Hospital ("NBGH"), Northeast Mental Health Centre, Ontario Infrastructure Projects Corporation and their counsel pursuant to Section [1.29/1.30/1.31] of Schedule 2 to the project agreement made as of February 22, 2007 between NBGH and Project Co (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Project Agreement").

All capitalized terms used but not otherwise defined in this opinion shall have the respective meanings ascribed thereto in the Project Agreement.

In our capacity as counsel to [Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider], we have participated in the preparation and negotiation, and have examined an executed copy, of each of the following documents (unless otherwise indicated, all documents are dated as of [March 8, 2007]):

1. the Project Agreement; and
2. the following project documents (collectively, the "Implementation Documents"):

- (a) the Construction Contract;
- (b) the Service Contract;
- (c) the Lenders' Direct Agreement;
- (d) the Construction Contractor's Direct Agreement; and
- (e) the Service Provider's Direct Agreement.

The Project Agreement and the Implementation Documents are hereinafter collectively referred to as the "**Documents**", and each is individually referred to as a "**Document**". **[NTD: Add complete list of documents delivered on Financial Close.]**

We are qualified to practise law in the Province of Ontario. We have made no investigation of the laws of any jurisdiction other than Ontario, and the opinions expressed below are confined to the laws of Ontario and the federal laws of Canada applicable therein as at the date hereof.

We do not act as corporate counsel to **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]**, nor have we participated in the general maintenance of their corporate records and corporate proceedings. Therefore, in expressing certain of the opinions below, we have, where indicated, relied exclusively, and without any independent investigation or enquiry, on certificates of public officials and a certificate of an officer of each of **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]** dated as of the date hereof (the "**Officer's Certificates**") as to certain factual matters.

Searches and Reliance

We have conducted, or have caused to be conducted, the searches identified in Schedule "A" (the "**Searches**") for filings or registrations made in those offices of public record listed in Schedule "A". The Searches were conducted against the current name and all former names of **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]** (including, in each case, both the English and French versions, if any). The results of the Searches are set out in Schedule "A".

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we have considered necessary or relevant for purposes of the opinions expressed below, including, without limitation, the Officer's Certificates.

We have relied exclusively, and without any independent investigation or enquiry, on the Officer's Certificates and the certificates of public officials with respect to certain factual matters.

In connection with the opinions set forth in paragraphs 1, 2 and 3 below, we have relied exclusively on Certificates of Status issued by the Ministry of Government Services (Ontario) of even date, copies of which are attached as Schedule "B".

Assumptions

For the purposes of the opinions expressed herein, we have assumed:

1. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, true, conformed, photostatic or notarial copies or facsimiles thereof and the authenticity of the originals of such certified, true, conformed, photostatic or notarial copies or facsimiles.
2. Each of the parties (other than **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]**) to each of the Documents is and was, at all relevant times, a subsisting corporation, partnership, limited partnership, limited liability company or trust, as applicable, under the laws of its jurisdiction of formation.
3. Each of the parties (other than **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]**) has (and had) the corporate power, authority and capacity to own its property and assets and to carry on its business as such business is now (or as was then) being carried on by it, has (or had) all requisite corporate power, authority and capacity to execute and deliver each Document to which it is party and to perform its obligations thereunder, has taken all necessary corporate action, as applicable, to authorize the execution and delivery of each Document to which it is a party and the performance of its obligations thereunder, and has duly executed and delivered each Document to which it is a party and each Document to which it is a party is a legal, valid and binding obligation of such party enforceable against it in accordance with its terms.
4. The completeness, truth and accuracy of all facts set forth in the Officer's Certificates.
5. The completeness, truth and accuracy of all facts set forth in official public records and certificates and other documents supplied by public officials.
6. Value has been given by each of the parties (other than **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]**) to **[Project Co, [REDACTED]/ the Construction Contractor/ the Service Provider]**.

Opinions

Based upon and subject to the foregoing, and to the qualifications, exceptions and limitations hereinafter expressed, we are of the opinion that, as of the date hereof:

Incorporation and Existence

1. Project Co is a corporation incorporated under the laws of **[the Province of Ontario]** and has not been dissolved. **[NTD: [REDACTED].]**
2. The Construction Contractor is a corporation incorporated under the laws of **[the Province of Ontario]** and has not been dissolved.
3. The Service Provider is a corporation incorporated under the laws of **[the Province of Ontario]** and has not been dissolved.

Corporate Power and Capacity

4. Project Co has the corporate power and capacity to own or lease its properties and assets, to carry on its business as it is currently being conducted and as it is contemplated to be conducted under the Project Agreement, and to enter into and perform its obligations under each of the Documents to which it is a party. [NTD: [REDACTED].]
5. The Construction Contractor has the corporate power and capacity to own or lease its properties and assets, to carry on its business as it is currently being conducted and as it is contemplated to be conducted under the Documents, and to enter into and perform its obligations under each of the Documents to which it is a party.
6. The Service Provider has the corporate power and capacity to own or lease its properties and assets, to carry on its business as it is currently being conducted and as it is contemplated to be conducted under the Documents, and to enter into and perform its obligations under each of the Documents to which it is a party.

Corporate Authorization

7. Project Co has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party. [NTD: [REDACTED].]
8. The Construction Contractor has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.
9. The Service Provider has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.

Execution and Delivery

10. Project Co has duly executed and delivered each of the Documents to which it is a party. [NTD: [REDACTED].]
11. The Construction Contractor has duly executed and delivered each of the Documents to which it is a party.
12. The Service Provider has duly executed and delivered each of the Documents to which it is a party.

Enforceability

13. Each of the Documents to which Project Co is a party constitutes a legal, valid and binding obligation of Project Co, enforceable against it in accordance with its terms. [NTD: [REDACTED].]

14. Each of the Documents to which the Construction Contractor is a party constitutes a legal, valid and binding obligation of the Construction Contractor, enforceable against it in accordance with its terms.
15. Each of the Documents to which the Service Provider is a party constitutes a legal, valid and binding obligation of the Service Provider, enforceable against it in accordance with its terms.

No Breach or Default

16. The execution and delivery by Project Co of the Documents to which it is a party does not, and the performance by Project Co of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its articles, by-laws or unanimous shareholders' agreement, or (ii) the provisions of any law, statute, rule or regulation to which Project Co is subject. [NTD: [REDACTED].]
17. The execution and delivery by the Construction Contractor of the Documents to which it is a party does not, and the performance by the Construction Contractor of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its articles, by-laws or unanimous shareholders' agreement, or (ii) the provisions of any law, statute, rule or regulation to which the Construction Contractor is subject.
18. The execution and delivery by the Service Provider of the Documents to which it is a party does not, and the performance by the Service Provider of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its articles, by-laws or unanimous shareholders' agreement, or (ii) the provisions of any law, statute, rule or regulation to which the Service Provider is subject.

Regulatory Approvals

19. No authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required in connection with the execution and delivery by Project Co of the Documents to which it is a party and the performance of its obligations thereunder. [NTD: [REDACTED].]
20. No authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required in connection with the execution and delivery by the Construction Contractor of the Documents to which it is a party and the performance of its obligations thereunder.
21. No authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required in connection with the execution and delivery by the Service Provider of the Documents to which it is a party and the performance of its obligations thereunder.

Qualifications

Our opinions herein are subject to the following qualifications and reservations, namely:

1. The enforceability of any Document and the rights and remedies set out therein or any judgment arising out of or in connection therewith is subject to and may be limited by any applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting creditors' rights from time to time in effect.
2. The enforceability of each of the Documents and the rights and remedies set out therein is subject to and may be limited by general principles of equity, and no opinion is given as to any specific remedy that may be granted, imposed or rendered, including equitable remedies such as those of specific performance and injunction, or the availability of equitable defences.
3. The enforceability of any Document will be subject to the limitations contained in the *Limitations Act, 2002* (Ontario), and we express no opinion as to whether a court may find any provision of any Document to be unenforceable as an attempt to vary or exclude a limitation period under that Act.
4. Pursuant to the *Currency Act* (Canada), a judgment in money rendered by a Court in the Province of Ontario must be awarded in Canadian currency and such judgment may be based on a rate of exchange in effect other than the day of payment of the judgment.
5. To the extent that a particular contractual provision is characterized by a Court as a penalty and not as a genuine pre-estimate of damages, it will not be enforceable.
6. A Court may not treat as conclusive those certificates and determinations which the Documents state are to be so treated.
7. A receiver or receiver and manager appointed pursuant to the provisions of any Document, for certain purposes, may not be treated by a Court as being solely the agent of Project Co notwithstanding any agreement to the contrary.
8. The ability to recover or claim for certain costs or expenses may be subject to judicial discretion.
9. With respect to any provisions of the Documents pursuant to which the parties to such Documents are permitted or required to submit a dispute arising out of such Documents to arbitration, we express no opinion as to the enforceability of such arbitration provisions in all circumstances since under the *Arbitration Act, 1991* (Ontario) a court of competent jurisdiction in Ontario may, in its discretion and upon certain grounds, refuse to stay judicial proceedings in which event an arbitration under such arbitration provisions may not be commenced or continued. In addition, the *Arbitration Act, 1991* (Ontario) provides that a court may hear an appeal of an arbitration award on a question of law, or set aside an arbitration award or declare it invalid, in each case on certain prescribed grounds.

10. Any requirement in any of the Documents that interest be paid at a higher rate after than before default may not be enforceable.
11. The effectiveness of provisions which purport to relieve a person from a liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a Court, to the extent that they relate to the failure of such person to perform such duty or liability.
12. No opinion is expressed as to the enforceability of any provision contained in any Document which purports to sever from the Document any provision therein which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the document.
13. No opinion is expressed regarding any waiver of service of process, presentment, demand, protest or notice of dishonour which may be contained in any of the Documents.
14. Any award of costs is in the discretion of a Court of competent jurisdiction.
15. The enforceability of rights of indemnity set out in the Documents may be limited under applicable law to the extent that they directly or indirectly relate to liabilities imposed by law on NBGH for which it would be contrary to public policy to require Project Co to indemnify NBGH or to the extent that they constitute the indirect enforcement of a foreign revenue or penal law.

This opinion is being delivered solely in connection with the transaction addressed herein and may not be relied upon by any person other than the addressees, and their successors and permitted assigns, or for any purpose other than the transaction addressed herein.

Yours very truly,

[INSET NAME OF APPLICABLE LAW FIRM]

APPENDIX E

FORM OF NBGH/NEMHC OFFICER'S CERTIFICATE

Certificate of an Officer of
[North Bay General Hospital/Northeast Mental Health Centre]
(the "Corporation")

TO: PLENARY HEALTH NORTH BAY [REDACTED] ("Project Co")
AND TO: DAVIES WARD PHILLIPS & VINEBERG LLP
AND TO: DEUTSCHE BANK SECURITIES INC. (the "Lenders' Agent")
AND TO: FRASER MILNER CASGRAIN LLP
AND TO: BENNETT JONES LLP

I, [●], being the [●] of the Corporation and an authorized signatory of the Corporation and being duly authorized by the Corporation to deliver this certificate, hereby make the following certifications and confirmations for and on behalf of the Corporation and without incurring personal liability and that the same may be relied upon by you without further inquiry:

1. Constatting Documents

- (a) The Corporation is a non-share capital corporation formed under the *Corporations Act* (Ontario) (Corporation No. [597377/57954]).
- (b) Attached hereto as **Schedule "A"** are true and complete copies of the letters patent, together with all amendments thereto, of the Corporation (the "**Letters Patent**"). The Letters Patent are in full force and effect on the date hereof and no other letters patent have been issued and no proceeding has been taken or is contemplated to the date hereof to authorize the Corporation to amend, surrender or cancel the Letters Patent.
- (c) Attached hereto as **Schedule "B"** are true and complete copies of the by-laws of the Corporation (the "**By-laws**") enacted on or before the date hereof. The By-laws have been in full force and effect from and after the date thereof as set out therein and are in full force and effect, unamended as of the date hereof. No proceeding has been taken to the date hereof to authorize the Corporation to amend the By-laws and neither the directors nor the members of the Corporation have passed, confirmed or consented to any resolutions amending or varying the By-laws.
- (d) The minute books and corporate records of the Corporation made available to [Bennett Jones LLP] are the original minute books and corporate records of the Corporation and contain all minutes of meetings, resolutions and proceedings of the members and directors of the Corporation to the date hereof and there have been no meetings, resolutions or proceedings authorized or passed by the

members or directors of the Corporation to the date hereof not reflected in such minute books and corporate records. Such minute books and corporate records are true, complete and correct in all material respects and there are no changes, additions or alterations necessary to be made thereto to make such minute books and corporate records true, complete and correct in all material respects.

- (e) At the date hereof, no winding-up, liquidation, dissolution, insolvency, bankruptcy, amalgamation, arrangement, reorganization or continuation proceedings in respect of the Corporation have been commenced or are being contemplated by the Corporation, and the Corporation has no knowledge of any such proceedings having been commenced or contemplated in respect of the Corporation by any other party.
- (f) At the date hereof, the Corporation is up-to-date in the filing of all returns and other documents required to be filed by it by governmental authorities, including under corporate, securities and tax legislation, and no notice of any proceedings to cancel its certificate of incorporation or otherwise to terminate its existence has been received by the Corporation.
- (g) There are no provisions in the Letters Patent, By-laws, or in any other agreement binding on the Corporation which:
 - (i) restrict or limit the powers of the Corporation to enter into:
 - (1) a certain project agreement with Project Co made as of February 22, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Project Agreement**") pursuant to which Project Co will design, build, finance and maintain a new hospital facility;
 - (2) a lenders' direct agreement between the Corporation, Project Co, the Lenders' Agent and the Indenture Trustee;
 - (3) a direct agreement between PCL Constructors Canada Inc., PCL Construction Group Inc., Project Co and the Corporation;
 - (4) a direct agreement between Johnson Controls L.P., Johnson Controls, Inc., Project Co and the Corporation; and
 - (5) **[insert complete list of documents delivered on Financial Close]**,(collectively, the "**Documents**"); or
 - (ii) restrict or limit the authority of the directors or members of the Corporation by resolution to delegate the powers set out in subparagraph (i) to a director or an officer of the Corporation.

2. Corporate Authorization

The Corporation has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents.

3. Resolutions

- (a) Annexed hereto, forming part hereof and marked as **Schedule "C"** are true and complete copies of the resolutions of the directors of the Corporation (the "**Resolutions**"), which have been duly and validly passed in accordance with applicable law, constituting authority and approval for the Corporation, *inter alia*, to enter into the Documents. The Resolutions are the only resolutions of the Corporation pertaining to the subject matter thereof and the same are in full force and effect, unamended as of the date hereof. The Resolutions constitute the only corporate action necessary to authorize the execution and delivery of, and the performance of the Corporation's obligations under, each of the Documents.
- (b) The authorization, execution and delivery of each Document contemplated in the Resolutions, and the performance by the Corporation of its obligations thereunder, do not constitute or result in a violation or breach or default under:
 - (i) the Letters Patent or By-laws;
 - (ii) to the best of my knowledge and belief after due diligence, any order of any Canadian or Ontario governmental body by which it is bound;
 - (iii) to the best of my knowledge and belief after due diligence, the terms of any agreement or instrument under which any of its property or assets is bound; or
 - (iv) to the best of my knowledge and belief after due diligence, any writ, judgment, injunction, determination, award which is binding on the Corporation or any of its properties.
- (c) To the best of my knowledge and belief after due diligence, there is no claim, action, suit, proceedings, arbitration, investigation or inquiry before any governmental agency, court or tribunal, foreign or domestic, or before any private arbitration tribunal, pending or threatened against the Corporation, or involving its properties or business. To the best of my knowledge and belief after due diligence, no administrative or court decree is outstanding in respect of the Corporation or its assets.
- (d) To the best of my knowledge and belief after due diligence, no consent, approval or other order of any Canadian or Ontario governmental authority is required to permit the Corporation to execute and deliver the Documents, other than the following consents and approvals, which have been obtained: **[list MOHLTC and any other required regulatory approvals]**.

4. Execution and Delivery

The Corporation, by its authorized signing officers, has duly authorized and delivered each of the Documents.

5. No Breach or Default

Neither the execution and delivery by the Corporation of the Documents nor the consummation of the transactions therein contemplated nor the fulfilment or compliance with the terms thereof will contravene or result in a breach of any of the terms, conditions or provisions of, or constitute a default under:

- (a) the Letters Patent or By-laws;
- (b) any other agreement binding on the Corporation;
- (c) any law, statute, rule or regulation to which the Corporation is subject; or
- (d) any regulatory approval described in Section 3(d) above.

6. Specimen Signatures

The persons whose names are set forth below are, at the date hereof, officers and/or directors of the Corporation, duly elected or appointed to the office or offices set forth opposite their respective names and authorized to execute the Documents on behalf of the Corporation. The signatures set forth opposite their respective names are the true signatures of those persons:

NAME	POSITION	SIGNATURE

DATED this ____ day of _____, 2007.

 Name:
 Title:

APPENDIX F

FORM OF NBGH/NEMHC OPINION

[March 8, 2007]

Plenary Health North Bay [REDACTED]
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Deutsche Bank Securities Inc., as agent for and
on behalf of the Lenders
60 Wall Street
New York, New York
10005

Davies Ward Phillips & Vineberg LLP
One First Canadian Place, 44th Floor
Toronto, Ontario
M5X 1B1

Fraser Milner Casgrain LLP
One First Canadian Place, 39th Floor
Toronto, Ontario
M5X 1B2

Dear Sirs/Mesdames:

Re: North Bay Regional Health Centre Project

We have acted as project counsel to North Bay General Hospital ("NBGH") and Northeast Mental Health Centre ("NEMHC") in connection with the alternative financing and procurement transaction whereby NBGH and Plenary Health North Bay [REDACTED] ("**Project Co**") have agreed to enter into a modified design, build, finance and maintain agreement for a new hospital facility in North Bay, Ontario.

This opinion is being delivered to Project Co, Deutsche Bank Securities Inc. (as agent for and on behalf of the Lenders, the "**Lenders' Agent**") and their respective counsel pursuant to Section [2.24] of Schedule 2 to the project agreement made as of February 22, 2007 between NBGH and Project Co (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Project Agreement**").

All capitalized terms used but not otherwise defined in this opinion shall have the respective meanings ascribed thereto in the Project Agreement.

In our capacity as project counsel to NBGH and NEMHC, we have participated in the preparation and negotiation, and have examined an executed copy, of each of the following documents (unless otherwise indicated, all such documents are dated as of [March 8, 2007]):

1. the Project Agreement; and
2. the following project documents (collectively, the "**Implementation Documents**"):

- (a) the Lenders' Direct Agreement;
- (b) the Construction Contractor's Direct Agreement;
- (c) the Service Provider's Direct Agreement;
- (d) the Development and Co-Ownership Agreement;
- (e) the NBGH Development Accountability Agreement;
- (f) the NEMHC Development Accountability Agreement; and
- (g) the NEMHC Covenant Agreement.

The Project Agreement and the Implementation Documents are hereinafter collectively referred to as the "**Documents**", and each is individually referred to as a "**Document**".

We are qualified to practise law in the Province of Ontario. We have made no investigation of the laws of any jurisdiction other than Ontario, and the opinions expressed below are confined to the laws of Ontario and the federal laws of Canada applicable therein as at the date hereof.

We do not act as corporate counsel to NBGH or NEMHC, nor have we participated in the general maintenance of their corporate records and corporate proceedings. Therefore, in expressing certain of the opinions below, we have, where indicated, relied exclusively, and without any independent investigation or enquiry, on certificates of public officials and a certificate of an officer of each of NBGH and NEMHC dated as of the date hereof (the "**Officer's Certificates**") as to certain factual matters.

Searches and Reliance

We have conducted, or have caused to be conducted, the searches identified in Schedule "A" (the "**Searches**") for filings or registrations made in those offices of public record listed in Schedule "A". The Searches were conducted against the current name and all former names of NBGH and NEMHC (including, both the English and French versions, if any). The results of the Searches are set out in Schedule "A".

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we have considered necessary or relevant for purposes of the opinions expressed below, including, without limitation, the Officer's Certificates.

In connection with the opinions set forth in paragraphs 1 and 2 below, we have relied exclusively on Certificates of Status issued by the Ministry of Government Services (Ontario) of even date, copies of which is attached as Schedule "B".

In connection with the opinions set forth in paragraphs 3 and 4 below, we have relied in part on the Officer's Certificates, and in part on the list maintained by the Minister of Health and Long-

Term Care under subsection 32.1(2) of the *Public Hospitals Act* (Ontario), a copy of which is attached as Schedule "C".

In connection with the opinions set forth in paragraphs 5, 6, 7, 8, 11 and 12, as to factual matters, including the accuracy and completeness of the documents made available for review, we have relied exclusively on the Officer's Certificates.

Assumptions

For the purposes of the opinion expressed herein, we have assumed:

1. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, true, conformed, photostatic or notarial copies or facsimiles thereof and the authenticity of the originals of such certified, true, conformed, photostatic or notarial copies or facsimiles.
2. Each of the parties (other than NBGH and NEMHC) to each of the Documents is and was, at all relevant times, a subsisting corporation, partnership, limited partnership, limited liability company or trust, as applicable, under the laws of its jurisdiction of formation.
3. Each of the parties (other than NBGH and NEMHC) has (and had) the corporate power, authority and capacity to own its property and assets and to carry on its business as such business is now (or as was then) being carried on by it, has (or had) all requisite corporate power, authority and capacity to execute and deliver each Document to which it is party and to perform its obligations thereunder, has taken all necessary corporate action, as applicable, to authorize the execution and delivery of each Document to which it is a party and the performance of its obligations thereunder, and has duly executed and delivered each Document to which it is a party, and each Document to which it is a party is a legal, valid and binding obligation of such party enforceable against it in accordance with its terms.
4. The completeness, truth and accuracy of all facts set forth in the Officer's Certificates.
5. The completeness, truth and accuracy of all facts set forth in official public records and certificates and other documents supplied by public officials.
6. Value has been given by each of the parties (other than NBGH and NEMHC) to NBGH and NEMHC.
7. NBGH and NEMHC have obtained or will obtain all NBGH Permits, Licenses and Approvals.

Opinions

Based upon and subject to the foregoing, and subject to the qualifications, exceptions and limitations hereinafter expressed, we are of the opinion that, as of the date hereof:

Incorporation and Existence

1. NBGH is a non-share capital corporation formed under the *Corporations Act* (Ontario) (Corporation No. 597377) and has not been dissolved.
2. NEMHC is a non-share capital corporation formed under the *Corporations Act* (Ontario) (Corporation No. 57954) and has not been dissolved.

Corporate Power and Capacity

3. NBGH is a public hospital under the *Public Hospitals Act* (Ontario), and has the corporate power and capacity to carry on its undertakings in accordance with the *Public Hospitals Act* (Ontario), including to own or lease its properties and assets, and to enter into and perform its obligations under each of the Documents to which it is a party.
4. NEMHC is a public hospital under the *Public Hospitals Act* (Ontario), and has the corporate power and capacity to carry on its undertakings in accordance with the *Public Hospitals Act* (Ontario), including to own or lease its properties and assets, and to enter into and perform its obligations under each of the Documents to which it is a party.

Corporate Authorization

5. NBGH has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.
6. NEMHC has taken all necessary corporate action to authorize the execution and delivery of, and the performance of its obligations under, each of the Documents to which it is a party.

Execution and Delivery

7. NBGH has duly executed and delivered each of the Documents to which it is a party.
8. NEMHC has duly executed and delivered each of the Documents to which it is a party.

Enforceability

9. Each of the Documents to which NBGH is a party constitutes a legal, valid and binding obligation of NBGH, enforceable against it in accordance with its terms.
10. Each of the Documents to which NEMHC is a party constitutes a legal, valid and binding obligation of NEMHC, enforceable against it in accordance with its terms.

No Breach or Default

11. The execution and delivery by NBGH of the Documents to which it is a party does not, and the performance by NBGH of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its letters patent

or by-laws, or (ii) the provisions of any law, statute, rule or regulation to which NBGH is subject.

12. The execution and delivery by NEMHC of the Documents to which it is a party does not, and the performance by NEMHC of its obligations under each such Document in accordance with its terms will not, breach or constitute a default under (i) its letters patent or by-laws, or (ii) the provisions of any law, statute, rule or regulation to which NEMHC is subject.

Qualifications

Our opinions herein are subject to the following qualifications and reservations, namely:

1. The enforceability of any Document and the rights and remedies set out therein or any judgment arising out of or in connection therewith is subject to and may be limited by any applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting creditors' rights from time to time in effect.
2. The enforceability of any Document will be subject to the limitations contained in the *Limitations Act, 2002* (Ontario), and we express no opinion as to whether a court may find any provision of any Document to be unenforceable as an attempt to vary or exclude a limitation period under that Act.
3. Pursuant to the *Currency Act* (Canada), a judgment in money rendered by a Court in the Province of Ontario must be awarded in Canadian currency and such judgment may be based on a rate of exchange in effect other than the day of payment of the judgment.
4. To the extent that a particular contractual provision is characterized by a Court as a penalty and not as a genuine pre-estimate of damages, it will not be enforceable.
5. A Court may not treat as conclusive those certificates and determinations which the Documents state are to be so treated.
6. A receiver or receiver and manager appointed pursuant to the provisions of any Document, for certain purposes, may not be treated by a Court as being solely the agent of another party, notwithstanding any agreement to the contrary.
7. The ability to recover or claim for certain costs or expenses may be subject to judicial discretion.
8. With respect to any provisions of the Documents pursuant to which the parties to such Documents are permitted or required to submit a dispute arising out of such Documents to arbitration, we express no opinion as to the enforceability of such arbitration provisions in all circumstances since under the *Arbitration Act, 1991* (Ontario) a court of competent jurisdiction in Ontario may, in its discretion and upon certain grounds, refuse to stay judicial proceedings in which event an arbitration under such arbitration provisions may not be commenced or continued. In addition, the *Arbitration Act, 1991* (Ontario) provides that a court may hear an appeal of an arbitration award on a question

- of law, or set aside an arbitration award or declare it invalid, in each case on certain prescribed grounds.
9. Any requirement in any of the Documents that interest be paid at a higher rate after than before default may not be enforceable.
 10. The effectiveness of provisions which purport to relieve a person from a liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a Court, to the extent that they relate to the failure of such person to perform such duty or liability.
 11. No opinion is expressed as to the enforceability of any provision contained in any Document which purports to sever from the Document any provision therein which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the document.
 12. No opinion is expressed regarding any waiver of service of process, presentment, demand, protest or notice of dishonour which may be contained in any of the Documents.
 13. Any award of costs is in the discretion of a Court of competent jurisdiction.
 14. The enforceability of rights of indemnity set out in the Documents may be limited under applicable law to the extent that they directly or indirectly relate to liabilities imposed by law on Project Co for which it would be contrary to public policy to require NBGH or NEMHC to indemnify Project Co or to the extent that they constitute the indirect enforcement of a foreign revenue or penal law.
 15. The enforceability of each of the Documents, and any of the obligations of NBGH or NEMHC under any of the Documents to which it is a party, is subject to and may be limited by public policy, or by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the inherent jurisdiction of the Crown in its role as *parens patriae* and the inherent jurisdiction of the court in matters of charity, the role of the Public Guardian and Trustee as overseer of NBGH or NEMHC as a trustee under the *Trustee Act* (Ontario) and the possible unavailability of specific performance, injunctive relief or other equitable remedies. Without limiting the generality of the foregoing, the availability of any particular remedy is subject to the discretion of the court.
 16. Any approval given or deemed to have been given under the *Public Hospitals Act* (Ontario) in respect of a hospital may be suspended by the Minister of Health and Long-Term Care or revoked by the Lieutenant Governor in Council if the Minister of Health and Long-Term Care or the Lieutenant Governor in Council, as the case may be, considers it in the public interest to do so.

This opinion is being delivered solely in connection with the transaction addressed herein and may not be relied upon by any person other than the addressees, and their successors and permitted assigns, or for any purpose other than the transaction addressed herein.

Yours very truly,

BENNETT JONES LLP

DMSTORLegal\056169\00001\503629v2

SCHEDULE 3

PLENARY PARTY INFORMATION

Project Co represents and warrants that the following information is true and correct as of the date of this Project Agreement:

A. Plenary Health North Bay [REDACTED]

- 1. Name: Plenary Health North Bay [REDACTED]
- 2. Jurisdiction of Formation: Ontario
- 3. [REDACTED] [REDACTED]
- 4. Loans:

Name/address of registered holder	Nominal value of loan
--	------------------------------

[REDACTED]	\$[REDACTED] [REDACTED]
------------	----------------------------

[REDACTED]	\$[REDACTED] [REDACTED]
------------	----------------------------

[REDACTED]	\$[REDACTED] [REDACTED]
------------	----------------------------

- 5. Other outstanding securities (including description of type of securities, name and address of holder and amount): None.
- 6. Summary of any constitutional, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of Plenary Health North Bay [REDACTED]: None.

B. [REDACTED]

[REDACTED]

C. [REDACTED]

[REDACTED]

D. [REDACTED]

[REDACTED]

SCHEDULE 4

LENDERS' DIRECT AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation incorporated under the laws of Ontario

("NBGH")

AND:

DEUTSCHE BANK SECURITIES INC., acting as agent for and on behalf of the Lenders

(the "**Lenders' Agent**")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

BNY TRUST COMPANY OF CANADA, a trust company incorporated under the laws of Canada

(the "**Indenture Trustee**")

WHEREAS:

- A. NBGH and Project Co have entered into the Project Agreement.
- B. The overriding priorities of NBGH in entering into and implementing the Project Agreement are the health and safety of the patients of the Facility, their healthcare needs and the provision of first-rate healthcare services.
- C. Under the Lending Agreements, financing is to be provided by the Lenders to finance the Project Operations, conditional on, among other things, the Plenary Parties granting the Security to the Lenders' Agent.
- D. The Lenders' Agent has agreed to enter into this lenders' direct agreement (the "**Lenders' Direct Agreement**") with NBGH in relation to the Security, the exercise of its rights

under the Security Documents and the remedying of breaches by Project Co under the Project Agreement.

- E. Project Co, the Lenders' Agent and the Lenders recognize and understand that the Hospitals are public hospitals under the *Public Hospitals Act* (Ontario) and are, therefore, subject to a highly regulated legal and operational environment.
- F. With a view to ensuring that NBGH is able to properly and effectively discharge its duties, functions and responsibilities under Applicable Law, Project Co, the Lenders' Agent and the Lenders commit to working collaboratively, responsibly and cooperatively with NBGH throughout the Project Term.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

In this Lenders' Direct Agreement, unless the context otherwise requires:

- (a) "**Affiliate**" has the meaning given in the Project Agreement.
- (b) "**Appointed Representative**" means any of the following to the extent so identified in an Appointed Representative Notice:
 - (i) the Lenders' Agent, any Lender or any of their Affiliates;
 - (ii) a receiver or receiver and manager of Project Co appointed under the Security Documents;
 - (iii) a trustee in bankruptcy or court-appointed receiver of Project Co;
 - (iv) an administrator of Project Co;
 - (v) a person directly or indirectly owned or controlled by the Lenders' Agent and/or any of the Lenders; or
 - (vi) any other person approved by NBGH (such approval not to be unreasonably withheld or delayed).
- (c) "**Appointed Representative Notice**" has the meaning given in Section 8(b).
- (d) "**Business Day**" has the meaning given in the Project Agreement.
- (e) "**Construction Contract**" has the meaning given in the Project Agreement.
- (f) "**Construction Contractor**" has the meaning given in the Project Agreement.
- (g) "**Default Notice**" has the meaning given in Section 7(b)(i).

- (h) "**Direct Agreements**" has the meaning given in the Project Agreement.
- (i) "**Enforcement Action**" means any acceleration of amounts due and owing to the Lenders under any of the Lending Agreements and/or any enforcement proceeding or enforcement action commenced or taken under any of the Security Documents.
- (j) "**Enforcement Event**" means an event of default under the Lending Agreements or the Security Documents, or any other event which permits an Enforcement Action.
- (k) "**Equity Provider**" has the meaning given in the Project Agreement.
- (l) "**Exercise Date**" has the meaning given in Section 12(b).
- (m) "**Facility**" has the meaning given in the Project Agreement.
- (n) "**Failure Points**" has the meaning given in the Project Agreement.
- (o) [REDACTED]
- (p) "**Governmental Authority**" has the meaning given in the Project Agreement.
- (q) [REDACTED]
- (r) [REDACTED]
- (s) "**Hospitals**" has the meaning given in the Project Agreement.
- (t) "**Indebtedness Notice**" has the meaning given in Section 7(b)(ii).
- (u) "**Indenture Trustee**" means BNY Trust Company of Canada, a trust company incorporated under the laws of Canada.
- (v) "**Insurance Policies**" has the meaning given in the Project Agreement.
- (w) "**Insurance Proceeds**" has the meaning given in the Project Agreement.
- (x) "**Lender Representative**" means a representative (which may be the Lenders' Agent) acting as agent or trustee for and on behalf of all of the lenders lending to a Suitable Substitute.
- (y) "**Lenders**" has the meaning given in the Project Agreement.
- (z) "**Lenders' Agent**" means Deutsche Bank Securities Inc., acting as agent for and on behalf of the Lenders.
- (aa) "**Lenders' Direct Agreement**" means this lenders' direct agreement.

- (bb) "**Lending Agreements**" has the meaning given in the Project Agreement.
- (cc) "**Longstop Date**" has the meaning given in the Project Agreement.
- (dd) "**Monitoring Notice**" has the meaning given in the Project Agreement.
- (ee) "**NBGH**" means North Bay General Hospital.
- (ff) "**NBGH Project Documents**" means the Project Agreement and all other documents to which both NBGH and Project Co are parties pursuant to the Project Agreement.
- (gg) "**NEMHC**" means Northeast Mental Health Centre.
- (hh) "**Notice Period**" means the period starting on the date of delivery of a Default Notice and ending 120 days later.
- (ii) "**Novation Date**" has the meaning given in Section 10(a).
- (jj) "**Novation Notice**" has the meaning given in Section 10(a).
- (kk) "**Party**" means any of NBGH, Project Co or the Lenders' Agent, and "**Parties**" means all of NBGH, Project Co and the Lenders' Agent.
- (ll) "**Performance Security**" means the performance security required pursuant to Sections 19.1 and 19.2 of Schedule 25 - Insurance and Performance Security Requirements to the Project Agreement.
- (mm) "**person**" has the meaning given in the Project Agreement.
- (nn) "**Plenary Party**" has the meaning given in the Project Agreement.
- (oo) "**Project**" has the meaning given in the Project Agreement.
- (pp) "**Project Agreement**" means the project agreement made on or about February 22, 2007 between NBGH and Project Co.
- (qq) "**Project Co**" means Plenary Health North Bay [REDACTED].
- (rr) "**Project Co Event of Default**" has the meaning given in the Project Agreement.
- (ss) "**Project Documents**" has the meaning given in the Project Agreement.
- (tt) "**Project Operations**" has the meaning given in the Project Agreement.
- (uu) "**Province**" has the meaning given in the Project Agreement.
- (vv) "**Refinancing**" has the meaning given in the Project Agreement.

- (ww) "**Restricted Person**" has the meaning given in the Project Agreement.
- (xx) "**Scheduled Substantial Completion Date**" has the meaning given in the Project Agreement.
- (yy) "**Secured Party**" means the Lenders' Agent.
- (zz) "**Security**" means the security interests granted by the Plenary Parties to the Lenders' Agent pursuant to the Security Documents.
- (aaa) "**Security Documents**" means all security granted by the Plenary Parties and the Equity Provider to the Lenders (or any trustee or agent thereof, including the Lenders' Agent) pursuant to or in connection with the Lending Agreements, including but not limited to:
- (i) a first priority security interest and assignment by each Plenary Party in favour of the Indenture Trustee for the benefit of the Senior Lenders **[REDACTED]** over all the property, assets and undertaking of each such Plenary Party, including without limitation:
 - (A) all inventory, accounts, equipment, chattel paper, patents, partnership interests, shares, trademarks, copyrights, industrial and intellectual property, contractual rights, documents, insurances (including the Insurance Policies and the Insurance Proceeds), deposit accounts, general interest in intangibles and other personal property of each of the Plenary Parties;
 - (B) each of such Plenary Party's rights (including the right to collect indemnities and/or penalties) under the Project Agreement and the Project Documents to which it is a party (including, without limitation, the Construction Contract and the Service Contract) and the cash flows from such documents;
 - (C) each of such Plenary Party's rights and benefit under any warranties, guarantees, indemnities and security in its favour; and
 - (D) each of such Plenary Party's rights under any performance security granted to it in connection with the Project, including, without limitation, all construction, completion and performance bonds, sureties, letters of credit or similar contracts or instruments and the Performance Security;
 - (ii) all necessary acknowledgements, agreements and consents from the other parties to each contract assigned by each Plenary Party to the Indenture Trustee as part of the security and all such other acknowledgements as may be required by the Indenture Trustee;
 - (iii) the Direct Agreements;

- (iv) [REDACTED];
 - (v) [REDACTED];
 - (vi) a blocked accounts agreement for certain of the accounts, as required by the Indenture Trustee;
 - (vii) a guarantee in favour of the Indenture Trustee for the benefit of the Senior Lenders [REDACTED] from each Plenary Party guaranteeing [REDACTED]'s obligations under the Lending Agreements and, as security for such guarantee:
 - (A) a pledge agreement in favour of the Indenture Trustee for the benefit of the Senior Lenders [REDACTED] from the shareholder of [REDACTED] pledging the shares of each of [REDACTED]; and
 - (B) a pledge agreement in favour of the Indenture Trustee for the benefit of the Senior Lenders [REDACTED] from the [REDACTED] of Project Co pledging their respective [REDACTED] interests in Project Co;
 - (viii) [REDACTED];
 - (ix) the guarantee of the Construction Guarantor pursuant to Section 19.1 of Schedule 25 - Insurance and Performance Security Requirements to the Project Agreement;
 - (x) the guarantee of the Service Guarantor pursuant to Section 19.2 of Schedule 25 - Insurance and Performance Security Requirements to the Project Agreement; and
 - (xi) the Insurance Trust Agreement.
- (bbb) "**Service Contract**" has the meaning given in the Project Agreement.
- (ccc) "**Service Provider**" has the meaning given in the Project Agreement.
- (ddd) "**Step-In Date**" means the date on which NBGH receives a Step-In Notice from the Lenders' Agent.
- (eee) "**Step-In Notice**" means the notice given by the Lenders' Agent to NBGH pursuant to Section 8(a) stating that the Lenders' Agent is exercising its step-in rights under this Lenders' Direct Agreement.
- (fff) "**Step-In Period**" means the period from the Step-In Date up to and including the earlier of:

- (i) the Step-Out Date;
 - (ii) the Termination Date (provided that NBGH has complied with its obligations in Section 7 of this Lenders' Direct Agreement);
 - (iii) the date that a transfer of Project Co's rights and obligations under the NBGH Project Documents to a Suitable Substitute pursuant to Section 10 becomes effective; and
 - (iv) if the Step-In Date occurs prior to the Substantial Completion Date, the earlier of:
 - (A) the date falling 180 days after the Longstop Date; or
 - (B) the date falling two years after the Step-In Date.
- (ggg) "**Step-Out Date**" means the date falling 30 days after the date on which NBGH receives a Step-Out Notice.
- (hhh) "**Step-Out Notice**" has the meaning given in Section 9(a).
- (iii) "**Subcontractor**" has the meaning given in the Project Agreement.
- (jjj) "**Subsequent Indebtedness Notice**" has the meaning given in Section 7(c).
- (kkk) "**Substantial Completion Date**" has the meaning given in the Project Agreement.
- (lll) "**Suitable Substitute**" means a person, approved in writing by NBGH in accordance with Sections 10(b) and 10(c), which:
- (i) has the legal capacity, power and authority to become a party to and perform the obligations of Project Co under the NBGH Project Documents; and
 - (ii) employs individuals having the appropriate qualifications, experience and technical competence, and having the resources available to it (including committed financial resources and subcontracts) that are sufficient to enable it to perform the obligations of Project Co under the NBGH Project Documents.
- (mmm) "**Termination Date**" has the meaning given in the Project Agreement.
- (nnn) "**Warning Notice**" has the meaning given in the Project Agreement.
- (ooo) "**Works**" has the meaning given in the Project Agreement.

2. INTERPRETATION

This Lenders' Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Lenders' Direct Agreement are for convenience of reference only, shall not constitute a part of this Lenders' Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Lenders' Direct Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Lenders' Direct Agreement and the terms "Section" and "Clause" are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Lenders' Direct Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Lenders' Direct Agreement shall bear their natural meaning.
- (g) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Lenders' Direct Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".

- (h) In construing this Lenders' Direct Agreement, the rule known as the *ejusdem generis rule* shall not apply nor shall any similar rule or approach to the construction of this Lenders' Direct Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (i) Where this Lenders' Direct Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Lenders' Direct Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in North Bay, Ontario.
- (l) Unless otherwise indicated, time periods will be strictly construed.
- (m) Whenever the terms "will" or "shall" are used in this Lenders' Direct Agreement they shall be construed and interpreted as synonymous and to read "shall".

3. CONFLICT OF DOCUMENTS

In the event of any ambiguity, conflict or inconsistency between the provisions of this Lenders' Direct Agreement, the Project Agreement and either of the Direct Agreements, the provisions of this Lenders' Direct Agreement shall prevail and govern to the extent of such ambiguity, conflict or inconsistency.

4. TERM

- (a) This Lenders' Direct Agreement shall terminate automatically on the earliest of:
 - (i) the date on which all amounts which may be or become owing to the Lenders under the Lending Agreements have been irrevocably paid in full;
 - (ii) the Termination Date (provided that NBGH has complied with its obligations in Section 7 of this Lenders' Direct Agreement); and
 - (iii) the date that any transfer of Project Co's rights and obligations under the NBGH Project Documents to a Suitable Substitute pursuant to Section 10 becomes effective and the agreements contemplated in Section 10(e)(iii) are executed and delivered by the parties thereto.

- (b) Within 30 days following its occurrence, the Lenders' Agent shall provide notice to NBGH of the date referred to in Section 4(a)(i).

5. AGREEMENTS AND SECURITY

- (a) Project Co and the Lenders' Agent shall not amend or modify the Lending Agreements, or any of them, except where Project Co is permitted to do so pursuant to Section 7.3(a) of the Project Agreement.
- (b) Project Co and NBGH shall not amend or modify the NBGH Project Documents (other than in accordance with the terms of those agreements) without the prior written consent of the Lenders' Agent, not to be unreasonably withheld or delayed, which consent shall not be withheld if the relevant amendment or modification shall not (i) materially adversely affect the ability of the Lenders to exercise their rights under the Security, (ii) materially adversely affect the value of the Security, or (iii) increase the liability of the Lenders or Project Co under the relevant agreement. The Lenders' Agent shall respond to any request for consent under this Section 5(b) within 30 days of receipt thereof.
- (c) Project Co acknowledges and consents to the arrangements set out in this Lenders' Direct Agreement, and agrees not to do or omit to do anything that may prevent any other Party from enforcing its rights under this Lenders' Direct Agreement.
- (d) The Lenders' Agent acknowledges having received a copy of the Project Agreement.
- (e) NBGH acknowledges having received copies of the Lending Agreements, and confirms that they are in form and substance satisfactory to NBGH as at the date of Financial Close.
- (f) NBGH acknowledges notice of and consents to the Security, and confirms that it has not received notice of any other security interest granted over Project Co's rights under any of the NBGH Project Documents.
- (g) NBGH agrees that any enforcement by the Lenders' Agent of a security interest in the issued share capital of any Plenary Party or **[REDACTED]** interest in Project Co in favour of the Lenders' Agent as part of the Security following an Enforcement Event shall not constitute a Change in Ownership, Change in Control or Project Co Event of Default under the Project Agreement.
- (h) Project Co and the Lenders' Agent hereby authorize and instruct NBGH (and NBGH agrees) to pay all sums payable to Project Co under the Project Agreement to the **[account]**, and Project Co and NBGH agree that upon the occurrence of an Enforcement Event, if so directed in writing by the Lenders' Agent upon giving reasonable notice, NBGH shall pay any sum which it is obliged to pay to Project Co under the Project Agreement to a bank account specified by the Lenders' Agent.

- (i) NBGH shall provide the Lenders' Agent with copies of any Warning Notice, Monitoring Notice or notice of default given to Project Co under the Project Agreement at the same time such notice is given to Project Co.
- (j) Prior to the irrevocable payment in full of all amounts owing to the Lenders under the Lending Agreements, NBGH shall not take any action to wind-up, liquidate, dissolve or appoint a receiver or receiver and manager of Project Co or to institute or sanction a voluntary arrangement or any other bankruptcy or insolvency proceedings in relation to Project Co.

6. ENFORCEMENT OF SECURITY BY LENDERS' AGENT

- (a) The Lenders' Agent shall promptly notify NBGH of any Enforcement Event, any Enforcement Action, any notice from the Lenders regarding acceleration of the maturity of any amounts owing to the Lenders under the Lending Agreements or any notice from the Lenders to demand repayment thereof.
- (b) The Lenders' Agent may assign, transfer or otherwise dispose of any right, title or interest it may have in, or rights or obligations it may have pursuant to, the Security Documents to a successor agent in accordance with the terms of the Lending Agreements except where:
 - (i) such assignment, transfer or other disposition would constitute a Refinancing and the provisions of Schedule 28 - Refinancing to the Project Agreement have not been complied with in connection therewith; or
 - (ii) the person to whom such assignment, transfer or other disposition is to be made, or an Affiliate of such person, is a Restricted Person or a person whose standing or activities are inconsistent with NBGH's role as a hospital or NEMHC's role as a mental health centre, or may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system.
- (c) Any Lender may assign, transfer or otherwise dispose of any right, title or interest it may have in, or rights or obligations it may have pursuant to, the Lending Agreements in accordance with the terms of the Lending Agreements.

7. TERMINATION OF PROJECT AGREEMENT BY NBGH

- (a) Subject only to the rights expressly afforded to the Lenders' Agent pursuant to, and the restrictions set forth in, this Section 7, NBGH may, at any time, serve notice terminating the Project Agreement if it is entitled to do so under the terms of the Project Agreement.
- (b) At any time other than during the Step-In Period (with the restriction on termination during the Step-In Period set out in Section 7(d)), NBGH shall not

exercise any right it may have to terminate or serve notice terminating the Project Agreement for a Project Co Event of Default unless:

- (i) NBGH promptly delivers written notice (a "**Default Notice**") to the Lenders' Agent setting out the Project Co Event of Default in reasonable detail;
 - (ii) not later than 30 days after the date of a Default Notice, NBGH delivers written notice (an "**Indebtedness Notice**") to the Lenders' Agent setting out:
 - (A) all amounts owed by Project Co to NBGH and any other existing liabilities and unperformed obligations of Project Co to NBGH of which NBGH is aware (having made reasonable enquiry), in each case, as of the date on which NBGH sent the Default Notice; and
 - (B) all amounts which will become owing by Project Co to NBGH and any other liabilities and obligations of Project Co to NBGH of which NBGH is aware (having made reasonable enquiry), in each case, on or before the end of the Notice Period; and
 - (iii) the Notice Period has expired and the Lenders' Agent has not delivered a Step-In Notice.
- (c) At any time after NBGH sends an Indebtedness Notice but before NBGH receives a Step-In Notice, if NBGH discovers amounts that have become owing by Project Co to NBGH or any other liabilities or obligations of Project Co to NBGH that have come due but which were not included in the Indebtedness Notice, NBGH shall deliver written notice (a "**Subsequent Indebtedness Notice**") to the Lenders' Agent setting out those amounts, liabilities or obligations.
- (d) During the Step-In Period, NBGH shall not terminate the Project Agreement on grounds:
- (i) that the Lenders' Agent has served a Step-In Notice or enforced any Security Document; or
 - (ii) arising prior to the Step-In Date of which NBGH was aware (having made due inquiry) and whether or not continuing at the Step-In Date unless:
 - (A) the grounds arose prior to the Substantial Completion Date, and the Substantial Completion Date does not occur on or before the date falling 180 days after the Longstop Date; or
 - (B) the grounds arose after the Substantial Completion Date, and neither the Appointed Representative nor Project Co, as the case may be, is diligently proceeding to cure any breach of the Project Agreement that:

- (1) arose prior to the Step-In Date;
 - (2) is continuing and capable of being cured; and
 - (3) would have entitled NBGH to terminate the Project Agreement; or
- (C) the grounds (whenever they first arose) did not give rise to any right to terminate the Project Agreement until after the Step-In Date; or
- (iii) arising solely in relation to Project Co.
- (e) NBGH shall be entitled to terminate the Project Agreement by written notice to Project Co and the Appointed Representative:
- (i) if any amount referred to in Section 7(b)(ii)(A) has not been paid to NBGH on or before the Step-In Date;
 - (ii) if any amount referred to in Section 7(b)(ii)(B) has not been paid on or before the last day of the Notice Period;
 - (iii) if amounts included in a Subsequent Indebtedness Notice have not been paid on or before the date falling 30 days after the date on which the Subsequent Indebtedness Notice is delivered to the Lenders' Agent; or
 - (iv) on grounds arising after the Step-In Date in accordance with the terms of the Project Agreement, provided that, except as otherwise provided in Section 10, Failure Points and/or Warning Notices that arose prior to the Step-In Date shall not be taken into account during the Step-In Period but such Failure Points and Warning Notices (to the extent applicable under the terms of the Project Agreement) shall be taken into account after the Step-Out Date.

8. STEP-IN RIGHTS

- (a) Subject to Section 8(b) and without prejudice to rights of the Lenders' Agent to enforce the Security, the Lenders' Agent may give NBGH a Step-In Notice at any time:
- (i) during which a Project Co Event of Default is subsisting (whether or not a Default Notice has been served);
 - (ii) during the Notice Period; or
 - (iii) during which an Enforcement Event is subsisting.

- (b) At least 5 Business Days before the Lenders' Agent delivers a Step-In Notice, the Lenders' Agent shall deliver written notice (an "**Appointed Representative Notice**") to NBGH of:
 - (i) its intention to deliver a Step-In Notice; and
 - (ii) the identity of its proposed Appointed Representative.
- (c) Upon issuance of a Step-In Notice, the Appointed Representative shall assume, jointly with Project Co, all of Project Co's rights under the NBGH Project Documents.
- (d) During the Step-In Period, NBGH shall deal with the Appointed Representative instead of Project Co in connection with all matters related to the NBGH Project Documents. Project Co agrees to be bound by all such dealings between NBGH and the Appointed Representative to the same extent as if they had been between NBGH and Project Co.

9. STEP-OUT RIGHTS

- (a) The Appointed Representative may, at any time during the Step-In Period, deliver written notice (a "**Step-Out Notice**") to NBGH to terminate the Step-In Period on the Step-Out Date.
- (b) On expiry of the Step-In Period:
 - (i) the rights and obligations of the Appointed Representative in relation to NBGH under the NBGH Project Documents arising prior to the expiry of the Step-In Period will be assumed by Project Co to the exclusion of the Appointed Representative;
 - (ii) NBGH will no longer deal with the Appointed Representative and will deal with Project Co in connection with all matters related to the NBGH Project Documents; and
 - (iii) the Appointed Representative and NBGH shall be and hereby are released from all obligations and liabilities to one another under the NBGH Project Documents.
- (c) There will not be more than one Step-In Period following the issuance by NBGH of any one Default Notice.

10. NOVATION TO SUITABLE SUBSTITUTE

- (a) Subject to Section 10(b), at any time:
 - (i) after an Enforcement Event has occurred;

- (ii) during the Notice Period; or
- (iii) during the Step-In Period,

the Lenders' Agent may deliver to NBGH and any Appointed Representative written notice (a "**Novation Notice**") that it wishes to transfer Project Co's rights and obligations under the NBGH Project Documents to a proposed transferee, together with all information reasonably necessary for NBGH to decide whether the proposed transferee is a Suitable Substitute. The Novation Notice shall specify a Business Day not less than 30 days from the date on which NBGH receives the Novation Notice ("**Novation Date**") for the transfer of Project Co's rights and obligations under the NBGH Project Documents to the proposed transferee in accordance with the provisions of Section 10(e).

- (b) NBGH shall promptly notify the Lenders' Agent of any additional information it requires in order to assess whether the proposed transferee is a Suitable Substitute. NBGH shall notify the Lenders' Agent, in writing, as to whether the person to whom the Lenders' Agent proposes to transfer Project Co's rights and liabilities under the NBGH Project Documents is approved by NBGH as a Suitable Substitute, on or before the date falling 30 days after the later of the date of receipt by NBGH of the Novation Notice and the date of receipt of any additional information requested by NBGH. For greater certainty, if NBGH fails to respond within such period, NBGH shall be deemed not to have approved the proposed transferee.
- (c) NBGH shall not unreasonably withhold or delay its approval of a proposed transferee as a Suitable Substitute, but it shall, without limitation, be reasonable for NBGH to withhold its approval if:
 - (i) there are unremedied breaches under the Project Agreement which are capable of being remedied by the Appointed Representative or the Suitable Substitute and there is no rectification plan acceptable to NBGH, acting reasonably, in respect of such breaches;
 - (ii) the proposed transferee is a Restricted Person or other person who is not permitted to be a Subcontractor pursuant to the Project Agreement; or
 - (iii) the proposed security interests to be granted by the Suitable Substitute to the Lender Representative are materially different from the Security, materially adversely affect the ability of the Suitable Substitute to perform under the NBGH Project Documents or have the effect of increasing any liability of NBGH, whether actual or potential.
- (d) If NBGH withholds its approval of a proposed transferee as a Suitable Substitute in accordance with Section 10(c), the Lenders' Agent may give one or more subsequent Novation Notices pursuant to the provisions of Section 10(a) containing changed particulars relating to the same proposed transferee or particulars relating to another proposed transferee which the Lenders' Agent has

good cause to believe will be acceptable to NBGH, acting reasonably, provided that only one Novation Notice may be outstanding at any one time.

- (e) On the Novation Date:
- (i) Project Co and NBGH will be released from their obligations under the NBGH Project Documents to each other, and the Suitable Substitute and NBGH will assume those same obligations towards each other;
 - (ii) each of the rights of Project Co against NBGH under the NBGH Project Documents and the rights of NBGH against Project Co under the NBGH Project Documents will be cancelled, and the Suitable Substitute and NBGH will acquire those same rights against each other;
 - (iii) the Parties will enter into, and the Lenders' Agent shall cause the Suitable Substitute and the Lender Representative to enter into, all such agreements or other documents as are reasonably necessary to give effect to the foregoing, including:
 - (A) an agreement between NBGH and the Suitable Substitute, on substantially the same terms as the Project Agreement; and
 - (B) an agreement among NBGH, the Suitable Substitute and the Lender Representative on substantially the same terms as this Lenders' Direct Agreement;
 - (iv) any Failure Points and Warning Notices that arose prior to the Novation Date shall be cancelled, provided that, where NBGH was entitled to make Deductions under Schedule 20 - Payment Mechanism arising from such Failure Points and Warning Notices and those Deductions have not yet been made against any payments to Project Co preceding the Novation Date, those outstanding Deductions shall still apply; and
 - (v) any subsisting ground for termination by NBGH of the Project Agreement will be deemed to have no effect and any subsisting Default Notice will be automatically revoked.

11. TRANSFERS

NBGH shall, at Project Co's cost and expense, take whatever action the Lenders' Agent, the Appointed Representative or a Suitable Substitute may reasonably require for perfecting any assumption or transfer of or release pursuant to Sections 8, 9 or 10, including the execution of any transfer or assignment, and the giving of any notice, order or direction and the making of any registration which, in each case, the Lenders' Agent, the Appointed Representative or the Suitable Substitute reasonably requires.

12. DIRECT AGREEMENTS

- (a) Notwithstanding any provision in the Direct Agreements, NBGH hereby undertakes that it will not exercise any rights it may have under or arising out of any of the Direct Agreements, except as provided in Sections 12(b) to (f) inclusive.
- (b) Following termination of the Project Agreement (other than as a result of a novation pursuant to this Lenders' Direct Agreement) in accordance with this Lenders' Direct Agreement, NBGH shall from such date (the "**Exercise Date**") be entitled to exercise its rights under the Direct Agreements to step in to and/or novate the Construction Contract and/or the Service Contract in accordance with the Direct Agreements.
- (c) Until the date described in Section 4(a)(i), but following the Exercise Date, NBGH shall not do anything to prejudice the rights which are not transferred to it pursuant to the Direct Agreements.
- (d) Where all amounts which may be or become owing to the Lenders under the Lending Agreements have been irrevocably paid in full, the Lenders' Agent shall promptly release and discharge all Security in respect of any Construction Contract or Service Contract assumed or novated by NBGH pursuant to a Direct Agreement.
- (e) Notwithstanding the terms of the Direct Agreements and any other provisions of this Section 12, each of the Construction Contractor and the Service Provider (and any guarantors thereof) shall remain responsible, and be liable, to Project Co in respect of all costs, claims, damages, losses and liabilities which shall have arisen out of or in connection with the Construction Contract and/or the Service Contract in respect of the period prior to the Exercise Date in relation to which the Lenders' Agent, acting on behalf of Project Co or the Lenders, shall retain the benefit of any and all rights to all such costs, claims, damage, losses and liabilities.
- (f) Without prejudice to Sections 12(a) to (e) inclusive, NBGH shall not, prior to the date on which this Lenders' Direct Agreement terminates:
 - (i) claim, recover, retain or receive (or seek to claim, recover, retain or receive) any amount under the Direct Agreements (and/or the Construction Contract and/or the Service Contract) from the Construction Contractor or the Service Provider;
 - (ii) take any action to wind-up, liquidate, dissolve or appoint a receiver or receiver and manager of the Construction Contractor and/or the Service Provider or to institute or sanction a voluntary arrangement or any other bankruptcy or insolvency proceedings in relation to the Construction Contractor and/or the Service Provider; or

- (iii) compete with the rights of the Lenders' Agent on a winding-up or other insolvency or bankruptcy of the Construction Contractor or the Service Provider nor claim to be subrogated to any rights of the Lenders' Agent or any Lender.

NBGH agrees and undertakes that if it receives any amount in contravention of the provisions of this Section 12(f), it will immediately turn the same over to the Lenders' Agent for the account of the Lenders' Agent and the Lenders and, pending such payment, hold the same in trust for the Lenders' Agent and the Lenders.

13. ASSIGNMENT

- (a) No Party to this Lenders' Direct Agreement may assign, transfer or otherwise dispose of any part of its rights or obligations under this Lenders' Direct Agreement save as provided in this Section 13.
- (b) Project Co may assign, transfer or otherwise dispose of the benefit of this Lenders' Direct Agreement to any person to whom Project Co assigns, transfers or otherwise disposes of its interest in the Project Agreement pursuant to Section 58.1 of the Project Agreement and the provisions of the Lending Agreements, and shall provide written notice to NBGH and the Lenders' Agent of such assignment, transfer or other disposition. Such assignee, as a condition precedent to any such assignment, transfer or other disposition, shall assume the obligations and acquire the rights of Project Co under this Lenders' Direct Agreement pursuant to an assumption agreement with, and in form and substance satisfactory to, NBGH and the Lenders' Agent, each acting reasonably. NBGH and the Lenders' Agent shall, at Project Co's cost and expense, do all things and execute all further documents as may be necessary in connection therewith.
- (c) NBGH may assign, transfer or otherwise dispose of the benefit of this Lenders' Direct Agreement to any person to whom NBGH assigns, transfers or otherwise disposes of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement, and shall provide written notice to Project Co and the Lenders' Agent of such assignment, transfer or other disposition. Such assignee, as a condition precedent to any such assignment, transfer or other disposition, shall assume the obligations and acquire the rights of NBGH under this Lenders' Direct Agreement pursuant to an assumption agreement with, and in form and substance satisfactory to, Project Co and the Lenders' Agent, each acting reasonably. Project Co and the Lenders' Agent shall, at NBGH's cost and expense, do all things and execute all further documents as may be necessary in connection therewith.
- (d) The Lenders' Agent may only assign, transfer or otherwise dispose of any interest in this Lenders' Direct Agreement as permitted by the Lending Agreements, and shall provide written notice to Project Co and NBGH of such assignment, transfer or other disposition. The Lenders' Agent, as a condition precedent to any such

assignment, transfer or other disposition, shall cause the assignee to enter into a new agreement with Project Co and NBGH on substantially the same terms as this Lenders' Direct Agreement and Project Co and NBGH shall enter into such new agreement with the assignee. Project Co and NBGH shall, at the Lenders' Agent's cost and expense, do all things and execute all further documents as may be necessary in connection therewith.

14. NOTICES

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Lenders' Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Lenders' Direct Agreement) and served by sending the same by registered mail or by hand, as follows:

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Attn.: President and Chief Executive Officer

If to the Lenders' Agent: 60 Wall Street
New York, New York
10005

Attn.: Managing Director, Global Principal Finance

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Attn.: Managing Director

If to the Indenture
Trustee: 4 King Street West, Suite 1101
Toronto, Ontario
M5H 1B6

Attn.: Senior Trust Officer

- (b) Any Party to this Lenders' Direct Agreement may, from time to time, change any of its contact information set forth in Section 14(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.

- (c) Subject to Sections 14(d) and 14(e):
 - (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing; and
 - (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered.
- (d) If the Party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made by personal delivery in accordance with this Section 14.
- (e) If any notice delivered by hand is so delivered either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next following Business Day.

15. AMENDMENTS

This Lenders' Direct Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Lenders' Direct Agreement.

16. WAIVER

- (a) No waiver made or given by a Party under or in connection with this Lenders' Direct Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

17. RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors. This Lenders' Direct Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or, except as provided in this Lenders' Direct Agreement, of principal and agent.

18. ENTIRE AGREEMENT

Except where provided otherwise in this Lenders' Direct Agreement, this Lenders' Direct Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Lenders' Direct Agreement.

19. SEVERABILITY

Each provision of this Lenders' Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lenders' Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lenders' Direct Agreement. If any such provision of this Lenders' Direct Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lenders' Direct Agreement as near as possible to its original intent and effect.

20. ENUREMENT

This Lenders' Direct Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

21. GOVERNING LAW AND JURISDICTION

- (a) This Lenders' Direct Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Lenders' Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

22. DISPUTE RESOLUTION PROCEDURE

The Parties agree that the dispute resolution procedure provided for in Schedule 27 - Dispute Resolution Procedure to the Project Agreement shall not apply to any dispute under this Lenders' Direct Agreement.

23. FURTHER ASSURANCE

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Lenders' Direct Agreement.

24. LANGUAGE OF AGREEMENT

Each Party acknowledges having requested and being satisfied that this Lenders' Direct Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.

25. COUNTERPARTS

This Lenders' Direct Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Lenders' Direct Agreement which was so faxed.

26. CONFIDENTIALITY

The Lenders' Agent agrees to comply with the obligations imposed on Project Co by the provisions of Section 51 of the Project Agreement, *mutatis mutandis*, provided that the Lenders' Agent will be permitted to disclose to any relevant regulatory authority only such Confidential Information as is necessary for the Lenders' Agent to comply with Applicable Law.

IN WITNESS WHEREOF the Parties have executed this Lenders' Direct Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: **[REDACTED]**
Title: President and CEO

Per: _____
Name: **[REDACTED]**
Title: Chair of the Board

We have authority to bind the corporation.

**DEUTSCHE BANK SECURITIES INC.,
acting as agent for and on behalf of the
Lenders**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

BNY TRUST COMPANY OF CANADA

Per: _____
Name:
Title:

I have authority to bind the company.

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SCHEDULE 5-1

CONSTRUCTION CONTRACTOR'S DIRECT AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation
incorporated under the laws of Ontario

("NBGH")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

PCL CONSTRUCTORS CANADA INC., a corporation incorporated under the
laws of Alberta

(the "Construction Contractor")

AND:

PCL CONSTRUCTION GROUP INC., a corporation incorporated under the
laws of Alberta

(the "Construction Guarantor")

WHEREAS:

- A. NBGH and Project Co have entered into the Project Agreement, which requires Project Co to enter into, and to cause the Construction Contractor and the Construction Guarantor to enter into, this Construction Contractor's Direct Agreement with NBGH.
- B. Project Co and the Construction Contractor have entered into the Construction Contract, which requires the Construction Contractor and the Construction Guarantor to enter into this Construction Contractor's Direct Agreement with NBGH.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Definitions

In this Construction Contractor's Direct Agreement, unless the context otherwise requires:

- (a) "**Approved Purposes**" has the meaning given in the Project Agreement.
- (b) "**Business Day**" has the meaning given in the Project Agreement.
- (c) "**Construction Contract**" has the meaning given in the Project Agreement.
- (d) "**Construction Contractor**" means PCL Constructors Canada Inc.
- (e) "**Construction Guarantor**" means PCL Construction Group Inc.
- (f) "**Default Notice**" has the meaning given in Section 5(a).
- (g) "**Governmental Authority**" has the meaning given in the Project Agreement.
- (h) "**Lenders**" has the meaning given in the Project Agreement.
- (i) "**Lenders' Direct Agreement**" has the meaning given in the Project Agreement.
- (j) "**NBGH**" means North Bay General Hospital.
- (k) "**Party**" means NBGH, the Construction Contractor, the Construction Guarantor or Project Co and "**Parties**" means NBGH, the Construction Contractor, the Construction Guarantor and Project Co.
- (l) "**Project**" has the meaning given in the Project Agreement.
- (m) "**Project Agreement**" means the project agreement made on or about February 22, 2007 between NBGH and Project Co.
- (n) "**Project Co**" means Plenary Health North Bay [REDACTED].
- (o) "**Step-In Notice**" has the meaning given in Section 6(a).
- (p) "**Subcontractors**" has the meaning given in the Project Agreement.
- (q) "**Substitute**" has the meaning given in Section 6(a).
- (r) "**Works**" has the meaning given in the Project Agreement.

2. Interpretation

This Construction Contractor's Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Construction Contractor's Direct Agreement are for convenience of reference only, shall not constitute a part of this Construction Contractor's Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Construction Contractor's Direct Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Construction Contractor's Direct Agreement and the terms "Section" and "Clause" are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Construction Contractor's Direct Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Construction Contractor's Direct Agreement shall bear their natural meaning.
- (g) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Construction Contractor's Direct Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (h) In construing this Construction Contractor's Direct Agreement, the rule known as the *ejusdem generis rule* shall not apply nor shall any similar rule or approach to the construction of this Construction Contractor's Direct Agreement and,

accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- (i) Where this Construction Contractor's Direct Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Construction Contractor's Direct Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in North Bay, Ontario.
- (l) Unless otherwise indicated, time periods will be strictly construed.
- (m) Whenever the terms "will" or "shall" are used in this Construction Contractor's Direct Agreement they shall be construed and interpreted as synonymous and to read "shall".

3. Conflict in Documents

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this Construction Contractor's Direct Agreement, the Project Agreement and the Construction Contract, this Construction Contractor's Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this Construction Contractor's Direct Agreement and the Lenders' Direct Agreement, the Lenders' Direct Agreement shall prevail.

4. Agreements

- (a) Project Co and the Construction Contractor shall not amend, modify, or depart from the terms of the Construction Contract without the prior written consent of NBGH, acting reasonably, which consent shall not be withheld or delayed where such amendment, modification or departure does not materially and adversely affect the ability of Project Co to perform its obligations under this Construction Contractor's Direct Agreement and does not have the effect of increasing any liability of NBGH, whether actual or potential. Project Co and the Construction Contractor shall provide to NBGH a written copy of all such amendments, modifications or departures. The Parties acknowledge and agree that this

Section 4(a) shall not apply to Variations provided for under the Project Agreement.

- (b) Each of the Parties acknowledges having received a copy of the Project Agreement and the Construction Contract.
- (c) If the Construction Contractor gives Project Co any notice of any default(s) under the Construction Contract that may give the Construction Contractor a right to terminate the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder, then the Construction Contractor shall concurrently provide NBGH with a copy of such notice and set out in reasonable detail the default(s).

5. No Termination by Construction Contractor without Default Notice

The Construction Contractor shall not exercise any right it may have to terminate the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder unless:

- (a) the Construction Contractor first delivers a written notice (a "**Default Notice**") to NBGH setting out in reasonable detail the default(s) on which the Construction Contractor intends to rely in terminating the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder; and
- (b) within a period of 5 Business Days of NBGH receiving the Default Notice:
 - (i) the default(s) on which the Construction Contractor intends to rely in terminating the Construction Contract or to treat it as having been repudiated by Project Co or to discontinue the Construction Contractor's performance thereunder have not been remedied; and
 - (ii) the Construction Contractor has not received a Step-In Notice from NBGH,

provided that if, within such period of 5 Business Days, NBGH agrees to pay the Construction Contractor's reasonable costs of continued performance, such period of 5 Business Days shall be extended to 45 days.

6. Step-In Rights

- (a) NBGH may at any time:
 - (i) within 45 days of NBGH receiving a Default Notice; or
 - (ii) if NBGH has not received a Default Notice and if NBGH's right to terminate the Project Agreement has arisen and is continuing,

deliver a notice (a "**Step-In Notice**") electing to replace Project Co under the Construction Contract either with NBGH or a third party designated by NBGH in the Step-In Notice (the "**Substitute**"), provided that NBGH can demonstrate to the Construction Contractor, acting reasonably, that the Substitute shall have sufficient financial resources, or shall be supported by a satisfactory guarantee, to carry out the obligations of the Substitute under the Construction Contract.

- (b) Subject to Section 6(d), upon receipt by the Construction Contractor of a Step-In Notice:
- (i) Project Co and the Construction Contractor will be deemed to be released from their existing and future obligations under the Construction Contract to each other (except with respect to any and all indemnities from Project Co or the Construction Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and NBGH or the Substitute, as applicable, and the Construction Contractor will be deemed to assume those same existing and future obligations towards each other (except in respect of the aforesaid indemnities);
 - (ii) the existing and future rights of Project Co against the Construction Contractor under the Construction Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the Construction Contractor to the other in respect of the period prior to the receipt of the Step-In Notice), and NBGH or the Substitute, as applicable, and the Construction Contractor will be deemed to acquire those same existing and future rights against each other (except in respect of the aforesaid indemnities), subject to any applicable credit from the Construction Contractor to NBGH if NBGH pays for the Construction Contractor's reasonable costs of continued performance pursuant to Section 5;
 - (iii) any guarantee, bond or covenant in favour of Project Co from any third party in respect of any term, provision, condition, obligation, undertaking or agreement on the part of the Construction Contractor to be performed, observed or carried out by the Construction Contractor as contained in, referred to, or inferred from the Construction Contract shall be assigned, novated or granted, as required by NBGH or the Substitute, as applicable, each acting reasonably, to NBGH or the Substitute, as applicable, and the Construction Contractor shall cause such assignment, novation or grant on substantially the same terms and conditions as the original guarantee, bond or covenant, provided however that where Project Co shall continue to hold, or shall continue to be entitled to or have rights under, such guarantee, bond or covenant as security for any obligations of the Construction Contractor, the assignment, novation or grant of the guarantee, bond or covenant to the extent of any such obligations to Project Co shall be conditional on the satisfaction of those obligations to Project Co; and

- (iv) at NBGH's request, the Construction Contractor shall enter into, and shall cause the Construction Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 6(b)(iii) to enter into, and NBGH shall or shall cause the Substitute to enter into, as applicable, all such agreements or other documents as reasonably necessary to give effect to the foregoing, including, without limitation, an agreement between NBGH or the Substitute, as applicable, and the Construction Contractor, acceptable to NBGH and the Construction Contractor, each acting reasonably, on substantially the same terms as the Construction Contract.
- (c) Subject to Section 6(d), Project Co shall, at its own cost, cooperate fully with NBGH and the Substitute in order to achieve a smooth transfer of the Construction Contract to NBGH or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the Construction Contract, ongoing supervisory activities and scheduling.
- (d) The rights granted by Sections 6(b) and (c) shall be of no force or effect if, at any time the Construction Contractor receives a Step-In Notice, the Construction Contractor has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the Construction Contract that it is or has validly exercised those step-in rights. If the Construction Contractor receives any such notice on the same day as a Step-In Notice, the Step-In Notice shall be effective, except where the other notice is given by the Lenders, in which case such other notice and not the Step-In Notice shall be effective.
- (e) If NBGH gives a Step-In Notice within the time provided hereunder at any time after the Construction Contractor has terminated the Construction Contract or treated it as having been repudiated by Project Co or discontinued the Construction Contractor's performance thereunder in accordance with the terms of this Construction Contractor's Direct Agreement, the Construction Contractor agrees that the Construction Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and NBGH shall pay the Construction Contractor's reasonable costs for re-commencing the obligations it has under the Construction Contract and the Construction Contractor shall be entitled to reasonable compensation and/or relief for re-commencing such obligations, having regard to the additional costs and delays incurred as a result of having terminated the Construction Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

7. Construction Contractor Liability

- (a) The liability of the Construction Contractor hereunder shall not be modified, released, diminished or in any way affected by:

- (i) any independent inspection, investigation or enquiry into any matter which may be made or carried out by or for NBGH, or by any failure or omission to carry out any such inspection, investigation or enquiry; or
- (ii) the appointment by NBGH of any other person to review the progress of or otherwise report to NBGH in respect of the Project, or by any action or omission of such person whether or not such action or omission might give rise to any independent liability of such person to NBGH,

provided always that nothing in this Section 7 shall modify or affect any rights which the Construction Contractor might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event NBGH delivers a Step-In Notice, the Construction Contractor shall have no greater liability to NBGH or any Substitute than it would have had to Project Co under the Construction Contract, and the Construction Contractor shall be entitled in any proceedings by NBGH or any Substitute to rely on any liability limitations in the Construction Contract.

8. Project Co as Party

Project Co acknowledges and agrees that the Construction Contractor shall not be in breach of the Construction Contract by complying with its obligations hereunder.

9. Construction Guarantor as Party

The Construction Guarantor agrees with NBGH that the Construction Guarantor has entered into a guarantee or covenant referred to in Section 6(b)(iii), hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the Construction Contractor of a Step-In Notice and without the requirement of any further action on the part of NBGH, and agrees that the Construction Guarantor shall in accordance with Section 6 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing. The Construction Guarantor enters into this Construction Contractor's Direct Agreement solely for the purposes of this Section 9.

10. Assignment

- (a) Project Co shall not, without the prior written consent of NBGH, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Construction Contractor's Direct Agreement except to the extent entitled to do so under the Project Agreement.
- (b) NBGH may assign or otherwise dispose of the benefit of the whole or part of this Construction Contractor's Direct Agreement to any person to whom NBGH may assign or otherwise dispose of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement but only in conjunction therewith, and shall

provide written notice to Project Co and the Construction Contractor of such assignment or disposition.

- (c) The Construction Contractor shall not, without the prior written consent of NBGH and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Construction Contractor's Direct Agreement except as may be permitted under the Construction Contract.

11. Notices

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Construction Contractor's Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Construction Contractor's Direct Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to NBGH: 750 Scollard Street
 P.O. Box 2500
 North Bay, Ontario
 P1B 5A4

Fax: **[REDACTED]**
Attn.: President and Chief Executive Officer

If to Project Co: c/o Plenary Group (Canada) Ltd.
 Suite 1510, 181 Bay Street
 P.O. Box 860
 Toronto, Ontario
 M5J 2T3

Fax: **[REDACTED]**
Attn.: Managing Director

If to the Construction Contractor: 2085 Hurontario Street
 Suite 400
 Mississauga, Ontario
 L5A 4G1

Fax: **[REDACTED]**
Attn.: President

If to the Construction Guarantor: 5410 - 99 Street
Edmonton, Alberta
T6E 3P4

Fax: [REDACTED]
Attn.: President

- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 11(b).
- (c) Any Party to this Construction Contractor's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 11(e), 11(f) and 11(g):
 - (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the Party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 11.
- (f) If any notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such notice was successful.

12. Amendments

This Construction Contractor's Direct Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized

representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Construction Contractor's Direct Agreement.

13. Waiver

- (a) No waiver made or given by a Party under or in connection with this Construction Contractor's Direct Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

14. Relationship Between the Parties

The Parties are independent contractors. This Construction Contractor's Direct Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or, except as provided in this Construction Contractor's Direct Agreement, of principal and agent.

15. Entire Agreement

Except where provided otherwise in this Construction Contractor's Direct Agreement, this Construction Contractor's Direct Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Construction Contractor's Direct Agreement.

16. Severability

Each provision of this Construction Contractor's Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Construction Contractor's Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Construction Contractor's Direct Agreement. If any such provision of this Construction Contractor's Direct Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this

Construction Contractor's Direct Agreement as near as possible to its original intent and effect.

17. Enurement

This Construction Contractor's Direct Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

18. Governing Law and Jurisdiction

- (a) This Construction Contractor's Direct Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Construction Contractor's Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

19. Further Assurance

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Construction Contractor's Direct Agreement.

20. Language of Agreement

Each Party acknowledges having requested and being satisfied that this Construction Contractor's Direct Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en declare satisfaite.

21. Counterparts

This Construction Contractor's Direct Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Construction Contractor's Direct Agreement which was so faxed.

IN WITNESS WHEREOF the Parties have executed this Construction Contractor's Direct Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: [REDACTED]
Title: President and CEO

Per: _____
Name: [REDACTED]
Title: Chair of the Board

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

PCL CONSTRUCTORS CANADA INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

PCL CONSTRUCTION GROUP INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE 5-2

SERVICE PROVIDER'S DIRECT AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation incorporated under the laws of Ontario

("NBGH")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

JOHNSON CONTROLS L.P., a limited partnership formed under the laws of Ontario

(the "Service Provider")

AND:

JOHNSON CONTROLS, INC., a corporation incorporated under the laws of Wisconsin

(the "Service Guarantor")

WHEREAS:

- A. NBGH and Project Co have entered into the Project Agreement, which requires Project Co to enter into, and to cause the Service Provider and the Service Guarantor to enter into, this Service Provider 's Direct Agreement with NBGH.
- B. Project Co and the Service Provider have entered into the Service Contract, which requires the Service Provider and the Service Guarantor to enter into this Service Provider 's Direct Agreement with NBGH.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Definitions

In this Service Provider's Direct Agreement, unless the context otherwise requires:

- (a) "**Approved Purposes**" has the meaning given in the Project Agreement.
- (b) "**Business Day**" has the meaning given in the Project Agreement.
- (c) "**Default Notice**" has the meaning given in Section 5(a).
- (d) "**Governmental Authority**" has the meaning given in the Project Agreement.
- (e) "**Lenders**" has the meaning given in the Project Agreement.
- (f) "**Lenders' Direct Agreement**" has the meaning given in the Project Agreement.
- (g) "**NBGH**" means North Bay General Hospital.
- (h) "**Party**" means NBGH, the Service Provider, the Service Guarantor or Project Co and "**Parties**" means NBGH, the Service Provider, the Service Guarantor and Project Co.
- (i) "**Project**" has the meaning given in the Project Agreement.
- (j) "**Project Agreement**" means the project agreement made on or about February 22, 2007 between NBGH and Project Co.
- (k) "**Project Co**" means Plenary Health North Bay [REDACTED].
- (l) "**Project Co Services**" has the meaning given in the Project Agreement.
- (m) "**Service Contract**" has the meaning given in the Project Agreement.
- (n) "**Service Guarantor**" means Johnson Controls, Inc.
- (o) "**Service Provider**" means Johnson Controls L.P.
- (p) "**Step-In Notice**" has the meaning given in Section 6(a).
- (q) "**Subcontractors**" has the meaning given in the Project Agreement.
- (r) "**Substitute**" has the meaning given in Section 6(a).

2. Interpretation

This Service Provider's Direct Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Service Provider's Direct Agreement are for convenience of reference only, shall not constitute a part of this Service Provider's Direct Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Service Provider's Direct Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Service Provider's Direct Agreement and the terms "Section" and "Clause" are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Service Provider's Direct Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Service Provider's Direct Agreement shall bear their natural meaning.
- (g) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Service Provider's Direct Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (h) In construing this Service Provider's Direct Agreement, the rule known as the *ejusdem generis rule* shall not apply nor shall any similar rule or approach to the construction of this Service Provider's Direct Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "in

particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- (i) Where this Service Provider's Direct Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Service Provider's Direct Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in North Bay, Ontario.
- (l) Unless otherwise indicated, time periods will be strictly construed.
- (m) Whenever the terms "will" or "shall" are used in this Service Provider's Direct Agreement they shall be construed and interpreted as synonymous and to read "shall".

3. Conflict in Documents

- (a) In the event of ambiguities, conflicts or inconsistencies between or among this Service Provider's Direct Agreement, the Project Agreement and the Service Contract, this Service Provider's Direct Agreement shall prevail.
- (b) In the event of ambiguities, conflicts or inconsistencies between or among this Service Provider's Direct Agreement and the Lenders' Direct Agreement, the Lenders' Direct Agreement shall prevail.

4. Agreements

- (a) Project Co and the Service Provider shall not amend, modify, or depart from the terms of the Service Contract without the prior written consent of NBGH, acting reasonably, which consent shall not be withheld or delayed where such amendment, modification or departure does not materially and adversely affect the ability of Project Co to perform its obligations under this Service Provider's Direct Agreement and does not have the effect of increasing any liability of NBGH, whether actual or potential. Project Co and the Service Provider shall provide a written copy of all such amendments, modifications or departures. The Parties acknowledge and agree that this Section 4(a) shall not apply to Variations provided for under the Project Agreement.

- (b) Each of the Parties acknowledges having received a copy of the Project Agreement and the Service Contract.
- (c) If the Service Provider gives Project Co any notice of any default(s) under the Service Contract that may give the Service Provider a right to terminate the Service Contract or to treat it as having been repudiated by Project Co or to discontinue the Service Provider's performance thereunder, then the Service Provider shall concurrently provide NBGH with a copy of such notice and set out in reasonable detail the default(s).

5. No Termination by Service Provider without Default Notice

The Service Provider shall not exercise any right it may have to terminate the Service Contract or to treat it as having been repudiated by Project Co or to discontinue the Service Provider's performance thereunder unless:

- (a) the Service Provider first delivers a written notice (a "**Default Notice**") to NBGH setting out in reasonable detail the default(s) on which the Service Provider intends to rely in terminating the Service Contract or to treat it as having been repudiated by Project Co or to discontinue the Service Provider's performance thereunder; and
- (b) within a period ending 30 days after the Service Provider notifies NBGH of the expiry of any relevant period for the exercise of step-in or similar rights by the Lenders, or, if the Lenders have no such step-in or similar rights, then 30 days after the later of NBGH receiving Default Notice or the expiry of the applicable cure period under the Service Contract:
 - (i) the default(s) on which the Service Provider intends to rely in terminating the Service Contract or to treat it as having been repudiated by Project Co or to discontinue the Service Provider's performance thereunder have not been remedied; and
 - (ii) the Service Provider has not received a Step-In Notice from NBGH,

provided that, until such time as NBGH gives the Service Provider a notice that NBGH will not be exercising its step-in rights, NBGH shall pay the Service Provider's reasonable costs of continued performance.

6. Step-In Rights

- (a) NBGH may at any time:
 - (i) within a period ending 30 days after the Service Provider notifies NBGH of the expiry of any relevant period for the exercise of step-in or similar rights by the Lenders, or, if the Lenders have no such step-in or similar rights, then 30 days after the later of NBGH receiving Default Notice or the expiry of the applicable cure period under the Service Contract; or

- (ii) if NBGH has not received a Default Notice and if NBGH's right to terminate the Project Agreement has arisen and is continuing,

deliver a notice (a "**Step-In Notice**") electing to replace Project Co under the Service Contract either with NBGH or a third party designated by NBGH in the Step-In Notice (the "**Substitute**"), provided that NBGH can demonstrate to the Service Provider, acting reasonably, that the Substitute shall have sufficient financial resources, or shall be supported by a satisfactory guarantee, to carry out the obligations of the Substitute under the Service Contract.

- (b) Subject to Section 6(d), upon receipt by the Service Provider of a Step-In Notice:
 - (i) Project Co and the Service Provider will be deemed to be released from their existing and future obligations under the Service Contract to each other (except with respect to any and all indemnities from Project Co or the Service Provider to the other in respect of the period prior to the receipt of the Step-In Notice), and NBGH or the Substitute, as applicable, and the Service Provider will be deemed to assume those same existing and future obligations towards each other (except in respect of the aforesaid indemnities);
 - (ii) the existing and future rights of Project Co against the Service Provider under the Service Contract and vice versa will be deemed to be cancelled (except with respect to any and all indemnities from Project Co or the Service Provider to the other in respect of the period prior to the receipt of the Step-In Notice), and NBGH or the Substitute, as applicable, and the Service Provider will be deemed to acquire those same existing and future rights against each other (except in respect of the aforesaid indemnities), subject to any applicable credit from the Service Provider to NBGH if NBGH pays for the Service Provider's reasonable costs of continued performance pursuant to Section 5;
 - (iii) any guarantee, bond or covenant in favour of Project Co from any third party in respect of any term, provision, condition, obligation, undertaking or agreement on the part of the Service Provider to be performed, observed or carried out by the Service Provider as contained in, referred to, or inferred from the Service Contract shall be assigned, novated or granted, as required by NBGH or the Substitute, as applicable, each acting reasonably, to NBGH or the Substitute, as applicable, and the Service Provider shall cause such assignment, novation or grant on substantially the same terms and conditions as the original guarantee, bond or covenant, provided however that where Project Co shall continue to hold, or shall continue to be entitled to have rights under, such guarantee, bond or covenant as security for any obligations of the Service Provider, the assignment, novation or grant of the guarantee, bond or covenant to the extent of any such obligations to Project Co shall be conditional on the satisfaction of those obligations to Project Co; and

- (iv) at NBGH's request, the Service Provider shall enter into, and shall cause the Service Guarantor and any other guarantor, covenantor or surety under any guarantee, bond or covenant referred to in Section 6(b)(iii) to enter into, and NBGH shall or shall cause the Substitute to enter into, as applicable, all such agreements or other documents as reasonably necessary to give effect to the foregoing, including, without limitation, an agreement between NBGH or the Substitute, as applicable, and the Service Provider, acceptable to NBGH and the Service Provider, each acting reasonably, on substantially the same terms as the Service Contract.
- (c) Subject to Section 6(d), Project Co shall, at its own cost, cooperate fully with NBGH and the Substitute in order to achieve a smooth transfer of the Service Contract to NBGH or the Substitute, as applicable, and to avoid or mitigate in so far as reasonably practicable any inconvenience, including the administration of the Service Contract, ongoing supervisory activities and scheduling.
- (d) The rights granted by Sections 6(b) and (c) shall be of no force or effect if, at any time the Service Provider receives a Step-In Notice, the Service Provider has already received notice in writing from another entity entitled to the benefit of step-in rights relating to the Service Contract that it is or has validly exercised those step-in rights. If the Service Provider receives any such notice on the same day as a Step-In Notice, the Step-In Notice shall be effective, except where the other notice is given by the Lenders, in which case such other notice and not the Step-In Notice shall be effective.
- (e) If NBGH gives a Step-In Notice within the time provided hereunder at any time after the Service Provider has terminated the Service Contract or treated it as having been repudiated by Project Co or discontinued the Service Provider's performance thereunder in accordance with the terms of this Service Provider's Direct Agreement, the Service Provider agrees that the Service Contract shall be reinstated and deemed to have continued despite any termination or treatment as having been repudiated, and NBGH shall pay the Service Provider's reasonable costs for re-commencing the obligations it has under the Service Contract and the Service Provider shall be entitled to reasonable compensation and/or relief for re-commencing such obligations, having regard to the additional costs and delays incurred as a result of having terminated the Service Contract or having treated it as being repudiated by Project Co or having discontinued its performance thereunder.

7. Service Provider Liability

- (a) The liability of the Service Provider hereunder shall not be modified, released, diminished or in any way affected by:
 - (i) any independent inspection, investigation or enquiry into any matter which may be made or carried out by or for NBGH, or by any failure or omission to carry out any such inspection, investigation or enquiry;

- (ii) the appointment by NBGH of any other person to review the progress of or otherwise report to NBGH in respect of the Project, or by any action or omission of such person whether or not such action or omission might give rise to any independent liability of such person to NBGH,

provided always that nothing in this Section 7 shall modify or affect any rights which the Service Provider might have otherwise had to claim contribution from any other person whether under statute or common law.

- (b) In the event NBGH delivers a Step-In Notice, the Service Provider shall have no greater liability to NBGH or any Substitute than it would have had to Project Co under the Service Contract, and the Service Provider shall be entitled in any proceedings by NBGH or any Substitute to rely on any liability limitations in the Service Contract.

8. Project Co as Party

Project Co acknowledges and agrees that the Service Provider shall not be in breach of the Service Contract by complying with its obligations hereunder.

9. Service Guarantor as Party

The Service Guarantor agrees with NBGH that the Service Guarantor has entered into a guarantee or covenant referred to in Section 6(b)(iii), hereby consents to the assignment, novation or grant (including any conditional assignment, novation or grant) as provided herein immediately upon receipt by the Service Provider of a Step-In Notice and without the requirement of any further action on the part of NBGH, and agrees that the Service Guarantor shall in accordance with Section 6 enter into all such agreements or other documents as reasonably necessary to give effect to the foregoing. The Service Guarantor enters into this Service Provider's Direct Agreement solely for the purposes of this Section 9.

10. Assignment

- (a) Project Co shall not, without the prior written consent of NBGH, assign, transfer, charge, subcontract, subparticipate or otherwise dispose of any interest in this Service Provider's Direct Agreement except to the extent entitled to do so under the Project Agreement.
- (b) NBGH may assign or otherwise dispose of the benefit of the whole or part of this Service Provider's Direct Agreement to any person to whom NBGH may assign or otherwise dispose of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement but only in conjunction therewith, and shall provide written notice to Project Co and the Service Provider of such assignment or disposition.
- (c) The Service Provider shall not, without the prior written consent of NBGH and Project Co, assign, transfer, charge, subcontract, subparticipate or otherwise

dispose of any interest in this Service Provider's Direct Agreement, except as may be permitted under the Service Contract.

11. Notices

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Service Provider's Direct Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Service Provider's Direct Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax: [REDACTED]
Attn.: President and Chief Executive Officer

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax: [REDACTED]
Attn.: Managing Director

If to the Service
Provider: 7400 Birchmount Road
P.O. Box 4800
Markham, Ontario
L3R 4E6

Fax: [REDACTED]
Attn.: Controller

If to the Service
Guarantor: X-40
5757 North Green Bay Avenue
Milwaukee, Wisconsin
53209

Fax: [REDACTED]
Attn.: Vice President - Treasury

- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered

mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 11(b).

- (c) Any Party to this Service Provider's Direct Agreement may, from time to time, change any of its contact information set forth in Section 11(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 11(e), 11(f) and 11(g):
 - (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the Party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 11.
- (f) If any notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such notice was successful.

12. Amendments

This Service Provider's Direct Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Service Provider's Direct Agreement.

13. Waiver

- (a) No waiver made or given by a Party under or in connection with this Service Provider's Direct Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to

any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.

- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

14. Relationship Between the Parties

The Parties are independent contractors. This Service Provider's Direct Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or, except as provided in this Service Provider's Direct Agreement, of principal and agent.

15. Entire Agreement

Except where provided otherwise in this Service Provider's Direct Agreement, this Service Provider's Direct Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Service Provider's Direct Agreement.

16. Severability

Each provision of this Service Provider's Direct Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Service Provider's Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Service Provider's Direct Agreement. If any such provision of this Service Provider's Direct Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Service Provider's Direct Agreement as near as possible to its original intent and effect.

17. Enurement

This Service Provider's Direct Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

18. Governing Law and Jurisdiction

- (a) This Service Provider's Direct Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein

and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.

- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Service Provider's Direct Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

19. Further Assurance

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Service Provider's Direct Agreement.

20. Language of Agreement

Each Party acknowledges having requested and being satisfied that this Service Provider's Direct Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.

21. Counterparts

This Service Provider's Direct Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Service Provider's Direct Agreement which was so faxed.

IN WITNESS WHEREOF the Parties have executed this Service Provider's Direct Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: **[REDACTED]**
Title: President and CEO

Per: _____
Name: **[REDACTED]**
Title: Chair of the Board

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: **[REDACTED]**
Title: President

Per: _____
Name: **[REDACTED]**
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**JOHNSON CONTROLS L.P., by its
general partner Johnson Controls U.L.C.**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the partnership.

JOHNSON CONTROLS, INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE 6

INDEPENDENT CERTIFIER AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation incorporated under the laws of Ontario

("NBGH")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

BTY CONSULTING INC., a corporation incorporated under the laws of Ontario

(the "**Independent Certifier**")

WHEREAS:

- A. NBGH and Project Co (collectively, the "**PA Parties**" and each, a "**PA Party**") have entered into the Project Agreement.
- B. Pursuant to the terms of the Project Agreement, the PA Parties wish to appoint the Independent Certifier, and the Independent Certifier wishes to accept such appointment, to perform certain services in connection with the Project Agreement.
- C. The PA Parties and the Independent Certifier wish to enter into this Independent Certifier Agreement in order to record the terms by which the Independent Certifier shall perform such services.

NOW THEREFORE in consideration of the mutual covenants and agreements of the PA Parties and the Independent Certifier herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PA Parties and the Independent Certifier covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions

(a) In this Independent Certifier Agreement, including the recitals and appendices, unless the context indicates a contrary intention, terms which are defined in the Project Agreement (and not otherwise defined in this Independent Certifier Agreement) shall have meanings given to them in the Project Agreement and the following terms shall have the following meanings:

(i) "**Base Fee**" means the base fee payable by NBGH and Project Co to the Independent Certifier for the Certification Services, as such base fee is specified in Section 1 of Appendix B to this Independent Certifier Agreement.

(ii) "**Certification Services**" means:

(A) all of the functions and obligations described in the Project Agreement as being the responsibility of the Independent Certifier;

(B) all of the functions and obligations conferred on the Independent Certifier under this Independent Certifier Agreement, including the functions described in Appendix A to this Independent Certifier Agreement; and

(C) all other things or tasks which the Independent Certifier must do to comply with its obligations under this Independent Certifier Agreement.

(iii) "**Certification Services Variation**" is any change to the Certification Services.

(iv) "**Contract Material**" means all material:

(A) provided to the Independent Certifier or created or required to be created by either PA Party; and

(B) provided by or created or required to be created by the Independent Certifier as part of, or for the purpose of, performing the Certification Services,

including documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored and recorded by any means).

(v) "**Intellectual Property**" means any and all intellectual property rights, whether subsisting now or in the future, including rights of any kind in inventions, patents, copyright, trademarks, service marks, industrial designs, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information and trade or business names.

- (vi) **"PA Parties"** means both NBGH and Project Co, and **"PA Party"** means either NBGH or Project Co, as the context requires.
- (vii) **"Project Agreement"** means the project agreement made on or about February 22, 2007 between NBGH and Project Co.

2. INTERPRETATION

2.1 Interpretation

- (a) In this Independent Certifier Agreement, unless the context indicates a contrary intention:
 - (i) words denoting the singular number include the plural and vice versa;
 - (ii) words denoting individuals include corporations and vice versa;
 - (iii) headings are for convenience only and do not affect interpretation;
 - (iv) references to Clauses, Sections or Parts are references to Clauses, Sections or Parts of this Independent Certifier Agreement;
 - (v) references to this Independent Certifier Agreement or any contract, agreement or instrument are deemed to include references to this Independent Certifier Agreement or such other contract, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
 - (vi) references to any party to this Independent Certifier Agreement includes its successors or permitted assigns;
 - (vii) words denoting any gender include all genders;
 - (viii) references to any legislation or to any section or provision of any legislation include any statutory modification or re-enactment of any statutory provision substituted for legislation, section or provision, and ordinances, by laws, regulations and other statutory instruments issued under that legislation, section or provision;
 - (ix) a reference to "\$" is to Canadian currency;
 - (x) the terms "including" and "include" mean "including" or "include" (as applicable) without limitation;
 - (xi) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning; and
 - (xii) unless otherwise indicated, all time periods will be strictly construed.

2.2 Obligations and Exercise of Rights by PA Parties

- (a) The obligations of the PA Parties under this Independent Certifier Agreement shall be several.
- (b) Except as specifically provided for in this Independent Certifier Agreement, the rights of the PA Parties under this Independent Certifier Agreement shall be jointly exercised by the PA Parties.

3. ROLE OF THE INDEPENDENT CERTIFIER

3.1 Engagement

- (a) The PA Parties hereby appoint the Independent Certifier, and the Independent Certifier hereby accepts such appointment, to carry out the Certification Services in accordance with this Independent Certifier Agreement. The Independent Certifier shall perform the Certification Services in accordance with this Independent Certifier Agreement.
- (b) Nothing in this Independent Certifier Agreement will be interpreted as giving the Independent Certifier any responsibility for performance of the design or construction, or for the certifications of the professionals of record.
- (c) The PA Parties acknowledge that the Independent Certifier shall provide certain services and reports to Project Co, the Lenders and the Project Co Parties in addition to performing the Certification Services under this Independent Certifier Agreement.

3.2 Acknowledgement of Independent Certifier

- (a) The Independent Certifier hereby acknowledges in favour of the PA Parties that it has received a copy of the Project Agreement.

3.3 Standard of Care

- (a) The Independent Certifier must exercise the standard and skill, care and diligence in the performance of the Certification Services that would be expected of an expert professional experienced in providing services in the nature of the Certification Services for projects similar to the Project.

3.4 Duty of Independent Judgment

- (a) In exercising its Certification Services, the Independent Certifier must:
 - (i) act impartially, honestly and independently in representing the interests of both PA Parties in accordance with the terms of the Project Agreement and this Independent Certifier Agreement;
 - (ii) act reasonably and professionally;

- (iii) act in a timely manner:
 - (A) in accordance with the times prescribed in this Independent Certifier Agreement and the Project Agreement; or
 - (B) where no times are prescribed, within 10 days or such earlier time so as to enable the PA Parties to perform their respective obligations under the Project Agreement; and
- (iv) act in accordance with the joint directions of the PA Parties provided that the directions are not inconsistent with the other terms of this Independent Certifier Agreement or the terms of the Project Agreement and do not vary or prejudice the Independent Certifier's authority or responsibilities or the exercise by the Independent Certifier of its professional judgment under this Independent Certifier Agreement.
- (b) Although the Independent Certifier may take account of any opinions or representations made by the PA Parties, the Independent Certifier shall not be bound to comply with any opinions or representations made by either of them in connection with any matter on which the Independent Certifier is required to exercise its professional judgment.
- (c) The Independent Certifier acknowledges that the PA Parties may rely on the Certification Services, including determinations, findings and certifications made by the Independent Certifier, and accordingly, the Independent Certifier will use its best skill and judgment in providing the Certification Services.

3.5 Authority to Act

- (a) The Independent Certifier:
 - (i) is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of either PA Party;
 - (ii) other than as expressly set out in this Independent Certifier Agreement or the Project Agreement, has no authority to give any directions to a PA Party or its officers, directors, members, employees, contractors, consultants or agents; and
 - (iii) has no authority to waive or alter any terms of the Project Agreement, nor to discharge or release a party from any of its obligations under the Project Agreement unless jointly agreed by the PA Parties in writing.

3.6 Knowledge of the PA Parties' Requirements

- (a) The Independent Certifier warrants that:
 - (i) it has informed and will be deemed to have informed itself fully of the requirements of the Project Agreement;

- (ii) it will inform itself fully of the requirements of such other documents and materials as may become relevant from time to time to the performance of the Certification Services;
- (iii) without limiting Sections 3.6(a)(i) or 3.6(a)(ii), it has and will be deemed to have informed itself fully of all time limits and other requirements for any Certification Service which the Independent Certifier carries out under the Project Agreement and this Independent Certifier Agreement;
- (iv) it has and will be deemed to have informed itself completely of the nature of the work necessary for the performance of the Certification Services and the means of access to and facilities at the Facility and Site including restrictions on any such access or protocols that are required; and
- (v) it has satisfied itself as to the correctness and sufficiency of its proposal for the Certification Services and that the Base Fee covers the cost of complying with all of the obligations under this Independent Certifier Agreement and of all matters and things necessary for the due and proper performance and completion of the Certification Services.

3.7 Co-ordination and Information by Independent Certifier

- (a) The Independent Certifier must:
 - (i) fully cooperate with the PA Parties;
 - (ii) carefully co-ordinate the Certification Services with the work and services performed by the PA Parties;
 - (iii) without limiting its obligations under Sections 3.4 and 3.7(a)(ii), perform the Certification Services so as to avoid unreasonably interfering with, disrupting or delaying the work and services performed by the PA Parties; and
 - (iv) provide copies to the PA Parties of all reports, communications, certificates and other documentation that it provides to either PA Party, including, without limitation, all reports prepared in its capacity as payment certifier for the Lenders under the Construction Contract.

3.8 Conflict of Interest

- (a) The Independent Certifier warrants that:
 - (i) at the date of signing this Independent Certifier Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Independent Certifier Agreement; and
 - (ii) if, during the term of this Independent Certifier Agreement, any such conflict or risk of conflict of interest arises, the Independent Certifier will notify the PA

Parties immediately in writing of that conflict or risk of conflict and take such steps as may be required by either of the PA Parties to avoid or mitigate that conflict or risk.

3.9 Independent Certifier Personnel

- (a) The Independent Certifier shall make reasonable efforts to ensure that the individuals listed in Appendix C remain involved in the performance of the Certification Services and, in particular, will not, for the duration of this Independent Certifier Agreement, require or request any such person to be involved in any other project on behalf of the Independent Certifier if, in the reasonable opinion of the PA Parties, such involvement would have a material adverse effect on the performance of the Certification Services.

3.10 Minimize Interference

- (a) The Independent Certifier shall perform the Certification Services in such a way as to minimize any undue interference with the progress of the Works.

4. ROLE OF THE PA PARTIES

4.1 Assistance

- (a) The PA Parties agree to cooperate with and provide reasonable assistance to the Independent Certifier to familiarize the Independent Certifier with all necessary aspects of the Project to enable the Independent Certifier to carry out its obligations under this Independent Certifier Agreement.

4.2 Instructions in Writing

- (a) All instructions to the Independent Certifier by the PA Parties shall be given in writing and accepted or endorsed by both of the PA Parties.

4.3 Information and Services

- (a) The PA Parties shall make available to the Independent Certifier, as soon as practicable from time to time, all information, documents and particulars necessary for the Independent Certifier to carry out the Certification Services, including such information, documents and particulars required in order for the Independent Certifier to determine whether Substantial Completion and Final Completion have occurred, and shall provide copies of all such information, documents and particulars to the other party hereto.

4.4 Additional Information

- (a) If any information, documents or particulars are reasonably required to enable the Independent Certifier to perform the Certification Services and have not been provided by the PA Parties, then:

- (i) the Independent Certifier must give notice in writing to the Project Co Representative or the NBGH Representative, as the case may be, of the details of the information, documents or particulars demonstrating the need and the reasons why they are required; and
- (ii) Project Co or NBGH, as the case may be, must arrange the provision of the required information, documents or particulars.

4.5 Right to Enter and Inspect

- (a) Upon giving reasonable notice to the Project Co Representative, the Independent Certifier (and any person authorized by it) may enter and inspect the Site, Facility or Works at any reasonable time in connection with the exercise or purposed exercise of rights under this Independent Certifier Agreement, subject to:
 - (i) observance of the reasonable rules of Project Co as to safety and security for the Site, the Facility and the Works;
 - (ii) not causing unreasonable delay to the carrying out of the Works by reason of its presence at the Site, the Facility and the Works; and
 - (iii) not causing any damage to the Site, the Facility or the Works.

4.6 PA Parties Not Relieved

- (a) Neither PA Party shall be relieved from performing or observing its obligations, or from any other liabilities, under the Project Agreement as a result of either the appointment of, or any act or omission by, the Independent Certifier.

4.7 PA Parties not Liable

- (a) On no account will a PA Party be liable to another PA Party for any act or omission by the Independent Certifier whether under or purportedly under a provision of the Project Agreement, this Independent Certifier Agreement or otherwise, provided that any such act or omission shall not extinguish, relieve, limit or qualify the nature or extent of any right or remedy of either PA Party against or any obligation or liability of either PA Party to the other PA Party which would have existed regardless of such act or omission.

5. CERTIFICATION QUALITY PLAN

5.1 Certification Quality Plan

- (a) The Independent Certifier must:
 - (i) develop and implement a certification quality plan identifying the processes and outcomes of the Certification Services that complies with all requirements of the Independent Certifier's quality assurance accreditation, and is otherwise

satisfactory to each of the NBGH Representative and the Project Co Representative;

- (ii) within 14 days after the date of this Independent Certifier Agreement, provide such certification quality plan to each of the NBGH Representative and the Project Co Representative;
- (iii) if satisfactory to each of the NBGH Representative and the Project Co Representative, implement such certification quality plan; and
- (iv) if not satisfactory to each of the NBGH Representative and the Project Co Representative, within 7 days after receiving notice thereof from either PA Party to that effect, revise and resubmit the certification quality plan to each of the NBGH Representative and the Project Co Representative, and implement it if satisfactory to each of the NBGH Representative and the Project Co Representative.

5.2 Certification Quality Plan not to Relieve Independent Certifier

- (a) The Independent Certifier will not be relieved of any responsibilities or obligations in respect of the performance of the Certification Services and will remain solely responsible for them notwithstanding:
 - (i) the obligation of the Independent Certifier to develop and implement a certification quality plan; or
 - (ii) any comment or direction upon, review or acceptance of, approval to proceed with or request to vary any part of the certification quality plan by either the NBGH Representative or the Project Co Representative.

6. SUSPENSION

6.1 Notice

- (a) The Certification Services (or any part) may be suspended at any time by the PA Parties:
 - (i) if the Independent Certifier fails to comply with its obligations under this Independent Certifier Agreement, immediately by the PA Parties giving joint notice in writing to the Independent Certifier; or
 - (ii) in any other case, by the PA Parties giving 7 days joint notice in writing to the Independent Certifier.

6.2 Costs of Suspension

- (a) The Independent Certifier will:

- (i) subject to the Independent Certifier complying with Article 9, be entitled to recover the extra costs incurred by the Independent Certifier by reason of a suspension directed under Section 6.1(a)(ii) valued as a Certification Services Variation under Section 9; and
- (ii) have no entitlement to be paid any costs, expenses, losses or damages arising from a suspension under Section 6.1(a)(i).

6.3 Recommencement

- (a) The Independent Certifier must immediately recommence the carrying out of the Certification Services (or any part) on receipt of a joint written notice from the PA Parties requiring it to do so.

7. INSURANCE AND LIABILITY

7.1 Independent Certifier's Professional Indemnity Insurance

- (a) The Independent Certifier must have in place:
 - (i) professional liability insurance:
 - (A) in the amount of \$[REDACTED] per claim and in the aggregate, a deductible of not more than \$[REDACTED] per claim and from an insurer and on terms satisfactory to each of the PA Parties; and
 - (B) covering liability which the Independent Certifier might incur as a result of a breach by it of its obligations owed by the Independent Certifier in a professional capacity to the PA Parties, or either of them, under or in connection with this Independent Certifier Agreement or the provision of the Certification Services; and
 - (ii) comprehensive general liability insurance in the amount of \$[REDACTED] per claim and in the aggregate, no deductible for personal injury or bodily injury, a deductible of not more than \$[REDACTED] per occurrence for property damage and from an insurer and on terms satisfactory to each of the PA Parties.
- (b) The Independent Certifier must provide copies of its insurance policies to each of the PA Parties upon request.

7.2 Workers' Compensation Insurance

- (a) The Independent Certifier must, at its own cost, insure its liability (including its common law liability) as required under any applicable workers compensation statute or regulation in relation to its employees engaged in the Certification Services.

8. PAYMENT FOR SERVICES

8.1 Payment of Base Fee

- (a) In consideration of the Independent Certifier performing the Certification Services in accordance with this Independent Certifier Agreement, the PA Parties shall pay the Base Fee to the Independent Certifier within 30 days of receipt by the PA Parties of an invoice therefor. The obligation of each PA Party to pay one-half of the Base Fee to the Independent Certifier is a several obligation, and neither PA Party shall have any liability in respect of the non-payment by the other PA Party of any fees or costs payable by such other PA Party under this Independent Certifier Agreement.
- (b) The Base Fee includes all taxes (except for Goods and Services Tax), overheads and profit to perform the Certification Services.
- (c) The PA Parties acknowledge and agree that if any amount due and payable by the PA Parties to the Independent Certifier in excess of \$50,000 is outstanding for more than 30 days, the Independent Certifier shall not have any obligation to make any certification under the Project Agreement.

9. CERTIFICATION SERVICES VARIATIONS

9.1 Notice of Certification Services Variation

- (a) If the Independent Certifier believes, other than a "Certification Services Variation Order" under Section 9.4(c), that any direction by the PA Parties constitutes or involves a Certification Services Variation it must:
 - (i) within 7 days after receiving the direction and before commencing work on the subject matter of the direction, give notice to the PA Parties that it considers the direction constitutes or involves a Certification Services Variation; and
 - (ii) within 21 days after giving the notice under Section 9.1(a)(i), submit a written claim to each of the NBGH Representative and the Project Co Representative which includes detailed particulars of the claim, the amount of the claim and how it was calculated.
- (b) Regardless of whether the Independent Certifier considers that such a direction constitutes or involves a Certification Services Variation, the Independent Certifier must continue to perform the Certification Services in accordance with this Independent Certifier Agreement and all directions, including any direction in respect of which notice has been given under this Section 9.1.

9.2 No Adjustment

- (a) If the Independent Certifier fails to comply with Section 9.1, the Base Fee will not be adjusted as a result of the relevant direction.

9.3 External Services

- (a) Except as hereinafter provided, the Certification Services are to be performed by the Independent Certifier's internal personnel. In the event that external personnel or consultants are required for expert opinion with respect to a Certification Services Variation, then, with the prior written approval of the PA Parties, any additional fees relating to such external personnel or consultants will be payable by the PA Parties at the agreed upon amount.

9.4 Certification Services Variation Procedure

- (a) The NBGH Representative and the Project Co Representative may jointly issue a document titled "Certification Services Variation Price Request" to the Independent Certifier which will set out details of a proposed Certification Services Variation which the PA Parties are considering.
- (b) Within 7 days after the receipt of a "Certification Services Variation Price Request", the Independent Certifier must provide each of the NBGH Representative and the Project Co Representative with a written notice in which the Independent Certifier sets out the effect which the proposed Certification Services Variation will have on the Base Fee.
- (c) Each of the NBGH Representative and the Project Co Representative may then jointly direct the Independent Certifier to carry out a Certification Services Variation by written document titled "Certification Services Variation Order" which will state either that:
- (i) the Base Fee is adjusted as set out in the Independent Certifier's notice; or
 - (ii) the adjustment (if any) to the Base Fee will be determined under Section 9.5.

9.5 Cost of Certification Services Variation

- (a) Subject to Section 9.2, the Base Fee will be adjusted for all Certification Services Variations or suspensions under Section 6.1(a)(ii) carried out by the Independent Certifier by:
- (i) the amount (if any) stated in the "Certification Services Variation Order" in accordance with Section 9.4(c);
 - (ii) if Section 9.5(a)(i) is not applicable, an amount determined pursuant to Appendix B; or
 - (iii) where such rates or prices are not applicable, a reasonable amount to be agreed between the PA Parties and the Independent Certifier or, failing agreement, determined by the NBGH Representative and the Project Co Representative jointly.
- (b) Any reductions in the Base Fee shall be calculated on the same basis as any increases.

10. TERM AND TERMINATION

10.1 Term

- (a) Subject to earlier termination, this Independent Certifier Agreement will commence on the date of the Project Agreement and continue in full force until:
- (i) the Final Completion Date; or
 - (ii) such later date as may be mutually agreed between the PA Parties and the Independent Certifier.

10.2 Notice of Breach

- (a) If the Independent Certifier commits a breach of this Independent Certifier Agreement, the PA Parties may give written notice to the Independent Certifier:
- (i) specifying the breach; and
 - (ii) directing its rectification in the period specified in the notice being a period not less than 7 days from the date of service of the notice.

10.3 Termination for Breach

- (a) If the Independent Certifier fails to rectify the breach within the period specified in the notice issued under Section 10.2, the PA Parties may, without prejudice to any other rights of the PA Parties or either of them, immediately terminate this Independent Certifier Agreement.

10.4 Termination for Financial Difficulty or Change in Control

- (a) The PA Parties may, without prejudice to any other rights which the PA Parties or either of them may have, terminate this Independent Certifier Agreement immediately if:
- (i) events have occurred or circumstances exist which, in the opinion of the PA Parties, may result in or have resulted in an insolvency or a Change in Control of the Independent Certifier; or
 - (ii) the Independent Certifier has communications with its creditors with a view to entering into, or enters into, any form of compromise, arrangement or moratorium of any debts whether formal or informal, with its creditors.

10.5 Termination for Convenience

- (a) Notwithstanding anything to the contrary in this Independent Certifier Agreement, either of the PA Parties may at any time terminate this Independent Certifier Agreement upon 30 days written notice to the Independent Certifier. The PA Parties and the Independent Certifier agree that, notwithstanding the 30 days' notice of termination, the Independent

Certifier shall continue on a day-to-day basis thereafter until a new Independent Certifier is appointed.

10.6 Independent Certifier's Rights upon Termination for Convenience

- (a) Upon a termination under Section 10.5, the Independent Certifier will:
- (i) be entitled to be reimbursed by the PA Parties for the value of the Certification Services performed by it to the date of termination; and
 - (ii) not be entitled to any damages or other compensation in respect of the termination and (without limitation) any amount in respect of:
 - (A) the lost opportunity to earn a profit in respect of the Certification Services not performed at the date of termination; and
 - (B) any lost opportunity to recover overheads from the turnover which would have been generated under this Independent Certifier Agreement but for it being terminated.

10.7 Procedure upon Termination

- (a) Upon completion of the Independent Certifier's engagement under this Independent Certifier Agreement or earlier termination of this Independent Certifier Agreement (whether under Section 10.3, 10.4 or 10.5 or otherwise), the Independent Certifier must:
- (i) cooperate with the PA Parties with respect to the transition of the Certification Services to a replacement certifier;
 - (ii) deliver to the PA Parties all Contract Material and all other information concerning the Project held or prepared by the Independent Certifier during the execution of work under this Independent Certifier Agreement; and
 - (iii) as and when required by the PA Parties, meet with them and such other persons nominated by them with a view to providing them with sufficient information to enable the PA Parties to execute the Project or the persons nominated to provide the Certification Services.

10.8 Effect of Termination

- (a) Except as otherwise expressly provided in this Independent Certifier Agreement, termination of this Independent Certifier Agreement shall be without prejudice to any accrued rights and obligations under this Independent Certifier Agreement as at the date of termination (including the right of the PA Parties to recover damages from the Independent Certifier).

10.9 Survival

- (a) Termination of this Independent Certifier Agreement shall not affect the continuing rights and obligations of the PA Parties and the Independent Certifier under Sections 7, 8, 10.6, 10.7, 10.8, 11, 12.7, 12.8 and this Section 10.9 or under any other provision which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

11. INDEMNITY**11.1 PA Parties to Save Independent Certifier Harmless**

- (a) The PA Parties hereby indemnify and save the Independent Certifier completely harmless from any actions, causes of action, suits, debts, costs, damages, expenses, claims and demands whatsoever, at law or in equity, arising directly or indirectly in whole or in part out of any action taken by the Independent Certifier within the scope of its duties or authority hereunder.
- (b) The indemnity provided under this Section 11.1 shall not extend:
- (i) to any breach of this Independent Certifier Agreement, or any part or parts hereof, by the Independent Certifier, its employees, servants, agents or persons for whom it is in law responsible, or any negligent or unlawful act or omission or willful misconduct of the Independent Certifier, its employees, servants or persons for whom it is in law responsible (in respect of which the Independent Certifier shall indemnify the PA Parties, as referred to in Section 11.2);
 - (ii) to any action taken by the Independent Certifier outside the scope of authority set forth in this Independent Certifier Agreement, or any part or parts hereof; or
 - (iii) to any debt, cost, expense, claim or demand for which insurance proceeds are recoverable by the Independent Certifier.
- (c) This indemnity shall survive the termination of this Independent Certifier Agreement.

11.2 Independent Certifier to Save PA Parties Harmless

- (a) The Independent Certifier hereby indemnifies and saves the PA Parties, and their affiliated entities, subsidiaries and their respective directors, officers, employees, agents, permitted successors and assigns, completely harmless from any actions, causes of action, suits, debts, costs, damages, expenses, claims and demands whatsoever, at law or in equity, arising directly or indirectly in whole or in part out of any breach of this Independent Certifier Agreement, or any part or parts hereof, by the Independent Certifier, its employees, servants, agents or persons for whom it is in law responsible, or any negligent or unlawful act or omission or willful misconduct of the Independent Certifier, its employees, servants or persons for whom it is in law responsible.
- (b) The indemnity provided under this Section 11.2 to a PA Party shall not extend:

- (i) to any negligent or unlawful act or omission or willful misconduct of such PA Party, its employees, servants or persons for whom it is in law responsible (in respect of which such PA Parties shall indemnify the Independent Certifier, as referred to in Section 11.1); or
 - (ii) to any debt, cost, expense, claim or demand for which insurance proceeds are recoverable by such PA Party.
- (c) This indemnity shall survive the termination of this Independent Certifier Agreement.

12. GENERAL

12.1 Entire Agreement

- (a) Except where provided otherwise in this Independent Certifier Agreement, this Independent Certifier Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Independent Certifier Agreement.

12.2 Negation of Employment

- (a) The Independent Certifier, its officers, directors, members, employees, servants and agents and any other persons engaged by the Independent Certifier in the performance of the Certification Services will not by virtue of this Independent Certifier Agreement or the performance of the Certification Services become in the service or employment of the PA Parties for any purpose.
- (b) The Independent Certifier will be responsible for all matters requisite as employer or otherwise in relation to such officers, directors, members, employees, servants and agents and other persons who are engaged by the Independent Certifier.

12.3 Waiver

- (a) No waiver made or given by a party under or in connection with this Independent Certifier Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the party giving such waiver, and delivered by such party to the other parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

12.4 Notices

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Independent Certifier Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Independent Certifier Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax No.: [REDACTED]
Attn.: President and Chief Executive Officer

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax No.: [REDACTED]
Attn.: Managing Director

If to Independent
Certifier: 63 Church Street
Suite 305
St. Catharines, Ontario
L2R 3C4

Fax No.: [REDACTED]
Attn.: Senior Quantity Surveyor

- (b) Where any notice is provided or submitted to a party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a party's failure to comply with this Section 12.4(b).
- (c) Any party to this Independent Certifier Agreement may, from time to time, change any of its contact information set forth in Section 12.4(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 12.4(e), 12.4(f) and 12.4(g):
- (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;

- (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 12.4.
- (f) If any notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such notice was successful.

12.5 Transfer and Assignment

- (a) The Independent Certifier:
- (i) must not assign, transfer, mortgage, charge or encumber any right or obligation under this Independent Certifier Agreement without the prior written consent of the PA Parties, which each PA Party may give or withhold in its absolute discretion; and
 - (ii) agrees that any assignment, transfer, mortgage, charge or encumbrance will not operate to release or discharge the Independent Certifier from any obligation or liability under this Independent Certifier Agreement.
- (b) For the purposes of this Section 12.5, an assignment will be deemed to have occurred where there is a Change in Control of the Independent Certifier after the date of this Independent Certifier Agreement.
- (c) Each of the PA Parties may assign, transfer, mortgage, charge or encumber any right or obligation under this Independent Certifier Agreement in accordance with the terms of the Project Agreement.

12.6 Governing Laws and Jurisdictions

- (a) This Independent Certifier Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.

- (b) The PA Parties and the Independent Certifier agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Independent Certifier Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

12.7 Confidentiality

- (a) The Independent Certifier must ensure that:
- (i) neither it nor any of its officers, directors, members, employees, servants and agents disclose, or otherwise make public, any Contract Material or any other information or material acquired in connection with or during the performance of the Certification Services without prior written approval of the PA Parties; and
 - (ii) no Contract Material is used, copied, supplied or reproduced for any purpose other than for the performance of the Certification Services under this Independent Certifier Agreement.
- (b) The PA Parties may at any time require the Independent Certifier to give and to arrange for its officers, directors, members, employees, servants and agents engaged in the performance of the Certification Services to give written undertakings, in the form of confidentiality agreements on terms required by the PA Parties, relating to the non disclosure of confidential information, in which case the Independent Certifier must promptly arrange for such agreements to be made.

12.8 Contract Material

- (a) The PA Parties and the Independent Certifier agree that the Independent Certifier does not and will not have any rights, including any Intellectual Property, in any Contract Material provided to the Independent Certifier or created or required to be created by either PA Party.
- (b) As between the PA Parties and the Independent Certifier, all title and ownership, including all Intellectual Property, in and to the Contract Material created or required to be created by the Independent Certifier as part of, or for the purposes of performing the Certification Services, is hereby assigned jointly to the PA Parties on creation, or where such title, ownership and Intellectual Property cannot be assigned before creation of the Contract Material, it will be assigned to the PA Parties on creation. In addition, to the extent that copyright may subsist in such Contract Material so created by the Independent Certifier, the Independent Certifier hereby waives all past, present and future moral rights therein and the Independent Certifier shall ensure that any agent or employee of Independent Certifier shall have waived all such moral rights. The PA Parties acknowledge and agree that as between the PA Parties, title, ownership and other rights to the foregoing shall be governed by the Project Agreement.

- (c) The Independent Certifier will do all such things and execute all such documents as reasonably requested by either of the PA Parties in order to confirm or perfect the assignment of Intellectual Property in the Contract Material referred to in Section 12.8(b).

12.9 Amendment

- (a) This Independent Certifier Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the PA Parties and the Independent Certifier and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Independent Certifier Agreement.

12.10 Severability

- (a) Each provision of this Independent Certifier Agreement shall be valid and enforceable to the fullest extent permitted by law. If the courts of a competent jurisdiction shall declare any provision of this Independent Certifier Agreement invalid, unenforceable or illegal, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Independent Certifier Agreement. If any such provision of this Independent Certifier Agreement is invalid, unenforceable or illegal, the parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Independent Certifier Agreement as near as possible to its original intent and effect.

12.11 Enurement

- (a) This Independent Certifier Agreement shall enure to the benefit of, and be binding on, each of the parties and their respective successors and permitted transferees and assigns.

12.12 Counterparts

- (a) This Independent Certifier Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any party providing its signature in faxed form shall promptly forward to such party an original signed copy of this Independent Certifier Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Independent Certifier Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: **[REDACTED]**
Title: President and CEO

Per: _____
Name: **[REDACTED]**
Title: Chair of the Board

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: **[REDACTED]**
Title: President

Per: _____
Name: **[REDACTED]**
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

BTY CONSULTING INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

APPENDIX A**CERTIFICATION SERVICES**

Without limiting the other provisions of this Independent Certifier Agreement and the Project Agreement, the Independent Certifier shall provide the following:

- (a) Receive and monitor drawings and documents related to the development of the Existing Design as necessary for the Independent Certifier to be informed as to the progress of the Works and to provide an opinion in the event of a Dispute related to the development of the Existing Design.
- (b) Receive and monitor progress reports as necessary for the Independent Certifier to be informed as to the progress of the Works.
- (c) Review information relating to Delay Events and Compensation Events.
- (d) In accordance with Section 11.1(b) of the Project Agreement, attend meetings and participate, as necessary, in the activities of the Works Committee.
- (e) Review the draft Final Commissioning Program and the detailed tests, test methodology and expected test results proposed by Project Co and provide comments, including to report on the effectiveness of the Final Commissioning Program, to identify any errors or omissions, and to report any risks.
- (f) Monitor the Commissioning Tests (as indicatively described in Schedule 14 - Outline Commissioning Program to the Project Agreement) and other tests, including re-tests, to be performed as set out in the Final Commissioning Program or as otherwise required for Project Co to achieve Substantial Completion and Final Completion.
- (g) Prior to any certification, consider the views and comments of both Project Co and NBGH in relation to the satisfaction of the conditions for certification.
- (h) Conduct inspections of the Works as necessary for the Independent Certifier to be satisfied that the Works are proceeding in accordance with the requirements of the Project Agreement.
- (i) Review relevant documentation, including floor area schedules, certificates and approvals, Permits, Licences and Approvals, certifications, test results, quality assurance audits, letters of assurance from professionals, schedules of equipments and staff profile schedules provided to the Independent Certifier pursuant to the Project Agreement.
- (j) Monitor the requirements, progress and results of all Project Co Commissioning and Hospital Commissioning.

-
- (k) Upon receipt of notice from Project Co requesting the issuance of the Substantial Completion Certificate or the Final Completion Certificate, as applicable, consider such request and, within the time period set out in the Project Agreement, either:
- (i) issue the applicable certificate; or
 - (ii) issue a report detailing the matters that the Independent Certifier considers are required to be performed prior to issuing the applicable certificate.
- (l) Upon notice from Project Co that the matters required to be performed prior to issuing the applicable certificate have been completed, re-inspect the Works or re-consider the matters specified to be performed, and repeat the procedures in Section (k) of this Appendix A until the issuance of the applicable certificate.
- (m) Prepare, in consultation with Project Co and NBGH, as soon as reasonably practicable and, in any event, within the time period specified in Section 25.8(a) of the Project Agreement, the Minor Deficiencies List, which Minor Deficiencies List will include an estimate of the cost and the time for rectifying the Minor Deficiencies and a schedule for the completion and rectification of the Minor Deficiencies.
- (n) Provide any determinations contemplated in the Project Agreement, which determinations may be subject to final resolution between the PA Parties pursuant to Schedule 27 - Dispute Resolution Procedure to the Project Agreement.
- (o) Participate in and give the PA Parties and their counsel reasonable cooperation, access and assistance (including providing or making available documents, information and witnesses for attendance at hearings and other proceedings) in connection with any proceedings between the PA Parties that relate to the Certification Services.
- (p) Provide advice on other matters that may arise that both PA Parties may jointly require.

APPENDIX B**INDEPENDENT CERTIFIER FEE**

1. Base Fee for Certification Services

[\$REDACTED] plus GST

2. Hourly Rates for Additional Services

Services in addition to the Certification Services will be billed at the following hourly rates (which are exclusive of GST):

Personnel	Hourly Rates
Principal Quantity Surveyor	[\$REDACTED]
Principals Acting in a Technical Capacity	[\$REDACTED]
Senior Professional Staff	[\$REDACTED]
Technical/ Clerical Support	[REDACTED]% of basic monthly salary

The Independent Certifier will review the draft Final Commissioning Program and the detailed tests, test methodology and expected test results proposed by Project Co and provide comments. To the extent that an independent consultant is required in respect of commissioning, the Independent Certifier will, with the prior written consent of the PA Parties, engage CES Engineering Ltd. at the following rates:

Activity	Cost
Draft Final Commissioning Plan Review and Comment	[\$REDACTED]
Monthly Monitoring of Draft Commissioning Plan	[\$REDACTED]/month for first 6 months
Monitoring of Commissioning Tests	[\$REDACTED]/month for final 3 months

3. Disbursements

All disbursements (including document reproduction, mileage, courier charges, photograph processing and travel costs) are included in the Base Fee set out above.

APPENDIX C

INDEPENDENT CERTIFIER PERSONNEL

The following personnel shall be involved in the performance of the Certification Services:

Personnel	Qualifications	Role	Monthly Allocation
[REDACTED]	PQS, A.Sc.T.	Principal and Project Director	[REDACTED]
[REDACTED]	PQS, C.E.T.	Backup Principal and Senior Quantity Surveyor	[REDACTED]
[REDACTED]	FRICS, PQS	Peer Review	[REDACTED]
[REDACTED]	PQS (M)	Mechanical Quantity Surveyor	[REDACTED]
[REDACTED]	PQS (E)	Electrical Quantity Surveyor	[REDACTED]
		Technical Support Staff	[REDACTED]

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SCHEDULE 7

CUSTODY AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation
incorporated under the laws of Ontario

("NBGH")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

BNY TRUST COMPANY OF CANADA, a trust company incorporated under
the laws of Canada

(the "Custodian")

AND:

DEUTSCHE BANK SECURITIES INC., acting as agent for and on behalf of
the Lenders

(the "Lenders' Agent")

WHEREAS:

- A. NBGH and Project Co (collectively, the "**PA Parties**" and each, a "**PA Party**") have entered into the Project Agreement.
- B. Pursuant to the terms of the Project Agreement, the PA Parties wish to appoint the Custodian, and the Custodian wishes to accept such appointment, to perform certain services in connection with the Project Agreement.
- C. The PA Parties and the Custodian wish to enter into this Custody Agreement in order to record the terms by which the Custodian shall perform such services.

NOW THEREFORE in consideration of the mutual covenants and agreements of the PA Parties and the Custodian herein contained and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the PA Parties and the Custodian covenant and agree as follows:

1. Definitions

In this Custody Agreement, including the recitals and appendices, unless the context indicates a contrary intention, terms which are defined in the Project Agreement (and not otherwise defined in this Custody Agreement) shall have meanings given to them in the Project Agreement and the following terms shall have the following meanings:

- (a) **"Lenders' Agent"** means Deutsche Bank Securities Inc., acting as agent for and on behalf of the Lenders.
- (b) **"Material"** means hard and electronic copies of the Financial Model.
- (c) **"NBGH"** means North Bay General Hospital.
- (d) **"NBGH Signatory"** has the meaning given in Section 6(a)(i).
- (e) **"PA Parties"** means both NBGH and Project Co, and **"PA Party"** means either NBGH or Project Co, as the context requires.
- (f) **"Party"** means NBGH, the Custodian, Project Co or the Lenders' Agent, and **"Parties"** means NBGH, the Custodian, Project Co and the Lenders' Agent.
- (g) **"Project Agreement"** means the project agreement made on or about February 22, 2007 between NBGH and Project Co.
- (h) **"Project Co"** means Plenary Health North Bay [REDACTED].
- (i) **"Project Co Signatory"** has the meaning given in Section 6(a)(ii).
- (j) **"Step-Out Date"** has the meaning given in Section 14(e).

2. Interpretation

This Custody Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Custody Agreement are for convenience of reference only, shall not constitute a part of this Custody Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Custody Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Paragraphs, Subparagraphs, or divisions of this Custody Agreement and the terms "Section" and "Section" are used interchangeably and are synonymous.

- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Custody Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (f) The words in this Custody Agreement shall bear their natural meaning.
- (g) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Custody Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (h) In construing this Custody Agreement, the rule known as the *ejusdem generis* rule shall not apply nor shall any similar rule or approach to the construction of this Custody Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (i) Where this Custody Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (j) Where this Custody Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
- (k) Any reference to time of day or date means the local time or date in North Bay, Ontario.

- (l) Unless otherwise indicated, time periods will be strictly construed.
- (m) Whenever the terms "will" or "shall" are used in this Custody Agreement they shall be construed and interpreted as synonymous and to read "shall".

3. Project Co's Duties and Warranties

- (a) NBGH will, together with Project Co, verify the identity and consistency of two copies of the Material, which shall be delivered by Project Co to the Custodian on the date of this Custody Agreement.
- (b) Project Co shall at all times ensure that the Material as delivered to the Custodian is capable of being used to generate the latest version of the Financial Model issued to NBGH and shall deliver further copies of the Material to the Custodian as and when necessary.
- (c) Upon creation of any new versions of the Financial Model and within 30 days from receipt of a notice served upon it by the Custodian under the provisions of Section 4(a)(vi), the replacement copy of the Material shall be verified by the PA Parties in accordance with Section 3(a) and delivered by Project Co to the Custodian.
- (d) Project Co warrants that:
 - (i) it owns the Intellectual Property Rights in the Material and has authority to enter into this Custody Agreement;
 - (ii) the use of the Materials by NBGH under the terms of this Custody Agreement shall not infringe any Intellectual Property Rights of any person; and
 - (iii) the Material delivered under Section 3(a) shall contain all information in human-readable form and on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Material without the assistance of any other person.

4. Custodian's Duties

- (a) The Custodian shall:
 - (i) hold in safe custody all versions of the Financial Model delivered to it pursuant to the terms hereof, and the provisions of this Custody Agreement shall apply (with any necessary changes being made) to any revised Financial Model;
 - (ii) hold the Material in a safe and secure environment;
 - (iii) inform Project Co and NBGH of the receipt of any copy of the Material;
 - (iv) at all times retain a copy of the latest verified deposit of the Material; and

- (v) promptly notify Project Co and NBGH if it becomes aware at any time during the term of this Custody Agreement that any copy of the Material held by it has been lost, damaged or destroyed.
- (b) The Custodian shall not be responsible for procuring the delivery of the Material in the event of failure by Project Co to do so.
- (c) In accordance with Section 10, the Custodian shall allow the PA Parties to inspect and audit the Financial Model from time to time.

5. Payment

- (a) In consideration of the Custodian performing the services contemplated by this Custody Agreement, Project Co shall pay the Custodian's fees as agreed from time to time between the Custodian and Project Co.

6. Release Events

- (a) The Custodian shall hold the Material to the order of the PA Parties and shall honour the instructions and signatures of:
 - (i) the President & CEO and designated signing officers of NBGH or such other person nominated by it and notified to the Custodian and Project Co in writing (the "**NBGH Signatory**"); and
 - (ii) the President & CEO and designated signing officers of Project Co or such other person nominated by it and notified to the Custodian and NBGH in writing (the "**Project Co Signatory**");

and shall, subject to Section 6(b), upon receiving signed joint instructions from the NBGH Signatory and the Project Co Signatory, release one copy of the Material to the person either named in such instructions or previously identified in writing by the NBGH Signatory and the Project Co Signatory.

- (b) The PA Parties each agree that they shall give joint instructions to the Custodian for the release of the Material, in accordance with Section 6(a), on each occasion that the Material is required to be released pursuant to the Project Agreement or that the Material must be released to allow the Material to be maintained and/or corrected.
- (c) The Custodian shall release the Material to a duly authorized officer of NBGH on any termination of the Project Agreement prior to the Expiry Date.

7. Records

- (a) The PA Parties shall be entitled, at reasonable hours and upon giving the Custodian reasonable notice, to inspect any records kept by the Custodian in accordance with this Custody Agreement.

8. Confidentiality

- (a) The Material shall remain the confidential property of Project Co and, in the event that the Custodian provides a copy of the Material to NBGH, NBGH shall be permitted to use the Material only in accordance with the intellectual property and confidentiality obligations in the Project Agreement.
- (b) The Custodian agrees for itself, its directors, officers, employees, sub-contractors and agents, to maintain all information and/or documentation in whatever form coming into its possession or to its knowledge under or in connection with this Custody Agreement in strictest confidence and secrecy. The Custodian further agrees not to make use of such information and/or documentation other than for the purposes of this Custody Agreement and will not disclose or release it other than in accordance with the terms of this Custody Agreement.
- (c) In the event that the Material is released under Section 6, NBGH shall:
 - (i) use the Material only for the purpose of understanding, maintaining and correcting the Financial Model exclusively on behalf of NBGH;
 - (ii) not use the Material for any other purpose nor disclose it to any person, save such of its employees or contractors who need to know the same in order to understand, maintain and correct the Financial Model exclusively on behalf of NBGH;
 - (iii) hold all media containing the Material in a safe and secure environment when not in use; and
 - (iv) forthwith destroy the same should NBGH cease to be entitled to use the Financial Model.

9. Intellectual Property Rights

- (a) The release of the Material to NBGH and to the Custodian will not act as an assignment of any Intellectual Property Rights that Project Co possesses in the Material.

10. Inspection

- (a) Subject to the following provisions of this Section 10, the Custodian shall bear no obligation or responsibility to any person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, effectiveness or any other aspect of the Financial Model.
- (b) The PA Parties shall be entitled, at reasonable hours and upon giving the Custodian reasonable notice, to inspect and audit or to procure the inspection and audit of the Financial Model in accordance with this Section 10.

- (c) The Custodian shall, upon receiving duly signed instructions from both of the PA Parties (but only upon receiving such instructions), provide facilities for NBGH and/or Project Co and/or such person identified in the duly signed written instructions to inspect and audit the Financial Model.
- (d) The Custodian shall maintain a record of any inspection and audit made pursuant to Section 10(d), including details of the person who made the inspection and/or audit and the date of the same.

11. Custodian's Liability

- (a) The Custodian shall not be liable for any loss or damage caused to Project Co or NBGH either jointly or severally except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by the Custodian, its employees, agents or sub-contractors, and in such event, the Custodian's total liability in respect of all claims arising under or by virtue of this Custody Agreement shall not (except in the case of claims for personal injury or death) exceed the sum of \$5,000 (index-linked).
- (b) The Custodian shall in no circumstances be liable to Project Co or NBGH for indirect or consequential loss of any nature whatsoever whether for loss of profit, loss of business or otherwise.
- (c) Subject to complying with the provisions of Section 6, and save in the case of manifest error, the Custodian shall be protected in acting upon any written request, waiver, consent, receipt or other document furnished to it pursuant to this Custody Agreement, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information contained in it, which the Custodian in good faith believes to be genuine and what it purports to be.
- (d) The duties, responsibilities and obligations of the Custodian shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Custodian shall not be subject to, nor required to comply with, any other agreement between or among any or all of the other Parties or to which any Party is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance herewith). The Custodian shall not be required to expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder except ordinary corporate costs incurred in the performance of such duties.
- (e) If at any time the Custodian is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Material (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of property), the Custodian is authorized to comply therewith in any manner as it or its legal counsel deems appropriate, acting reasonably; provided that the Custodian, when so served, shall promptly notify Project Co and NBGH, in writing, of such process and the Custodian's

intended action in order to provide Project Co and NBGH a reasonable opportunity to intervene or challenge such process in a court or tribunal of competent jurisdiction.

- (f) The Custodian may consult with legal counsel at the expense of Project Co and NBGH as to any matter relating to this Custody Agreement, and the Custodian shall not incur any liability in acting in good faith in accordance with any advice from such counsel. All reasonable fees and disbursements incurred by the Custodian shall be added to the fees otherwise payable hereunder.
- (g) The Custodian shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Custodian (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of any wire or communication facility).
- (h) The Custodian shall not be responsible in any respect for the form or content of the Material delivered to it hereunder.
- (i) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Custodian hereunder, the Custodian shall notify Project Co and NBGH in writing of such ambiguity or uncertainty and request instructions to eliminate such ambiguity or uncertainty. The Custodian may, acting reasonably, refrain from taking any action other than to retain possession of the Material, unless the Custodian receives written instructions, signed by Project Co and NBGH, which eliminates such ambiguity or uncertainty.
- (j) In the event of any dispute between or conflicting claims by or among the PA Parties and/or any other person or entity with respect to the Material, the Custodian shall be entitled, acting reasonably, to refuse to comply with any and all claims, demands or instructions with respect to the Material so long as such dispute or conflict shall continue, and the Custodian shall promptly notify Project Co and NBGH of its intention to do so. In such circumstances, the Custodian shall not be or become liable in any way to Project Co or NBGH for failure or refusal to comply with such conflicting claims, demands or instructions. The Custodian shall be entitled to refuse to act until, acting reasonably, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in writing satisfactory to the Custodian or (ii) the Custodian shall have received security or an indemnity satisfactory to it acting reasonably sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. The Custodian may, in addition, elect, acting reasonably, to commence an interpleader action or seek other judicial relief or orders as it may deem, acting reasonably, necessary, including, without limiting the generality of the foregoing, depositing all or any part of the Material into court. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by, and shall be deemed a joint and several obligation of, Project Co and NBGH.

- (k) Each of Project Co and NBGH shall provide to the Custodian an incumbency certificate setting out the names and sample signatures of persons authorized to give instructions to the Custodian hereunder. The Custodian shall be entitled to rely on such certificate until a revised certificate is provided to it hereunder. The Custodian shall be entitled to refuse to act upon any instructions given by a party which are signed by any person other than a person described in the incumbency certificate provided to it pursuant to this section.
- (l) The Custodian shall be entitled to rely, and act upon, on any direction, order, instruction, notice or other communication provided to it hereunder which is sent to it by facsimile transmission.
- (m) This Section 11 shall survive the termination of this Custody Agreement.

12. Indemnity

- (a) Save for any claim falling within the provisions of Section 11(a), Project Co and NBGH, on a joint and several basis, shall be liable for and shall indemnify and hold harmless the Custodian, and its officers, directors and employees, from and against any and all claims, losses, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) arising from or in connection with or related to this Custody Agreement or acting as Custodian hereunder (including, but not limited to, losses incurred by the Custodian in connection with its successful defense of any claim of negligence or willful misconduct on its part), provided, however, that nothing contained herein shall require the Custodian to be indemnified for losses caused by its negligence or willful misconduct.

13. Termination

- (a) The Custodian may terminate this Custody Agreement for failure by Project Co to pay any outstanding fee provided for herein within 30 days of receipt of written notice in respect thereof.
- (b) The Custodian may terminate this Custody Agreement by giving 120 days prior written notice to Project Co and NBGH. In that event, Project Co and NBGH shall appoint a mutually acceptable new custodian on terms similar to those contained in this Custody Agreement.
- (c) If the Custodian is not notified of the new custodian within the notice period given in Section 13(b), the Custodian will destroy the Material.
- (d) NBGH may terminate this Custody Agreement by giving 30 days prior written notice to the Custodian and Project Co.
- (e) Project Co may, with the prior written consent of NBGH, terminate this Custody Agreement by giving 30 days prior written notice to the Custodian and NBGH.
- (f) This Custody Agreement shall terminate upon release of the Material to NBGH in accordance with Section 6(c).

- (g) Upon termination under the provisions of Sections 13(d) or 13(e), the Custodian will deliver the Material to Project Co. If the Custodian is unable to trace Project Co within 60 days of writing to the last registered address notified by Project Co to the Custodian, the Custodian will destroy the Material.
- (h) Upon termination under the provisions of Section 13(a), the Material will be available for collection by Project Co from the Custodian for 60 days from the date of termination. After such 60-day period, the Custodian will destroy the Material.
- (i) The Custodian may forthwith terminate this Custody Agreement and destroy the Material if it is unable to trace Project Co within 60 days of writing to the last registered address notified by Project Co to the Custodian having used all reasonable endeavours to do so.
- (j) The provisions of Sections 8, 11 and 12 shall continue in full force and effect after termination of this Custody Agreement.
- (k) The Agreement shall terminate on the Expiry Date, at which time Project Co will write to the Custodian requesting the release of the Materials to it. The Custodian agrees that it will notify NBGH of Project Co's request and, failing receipt of any notice of objection from NBGH within 30 days of the receipt of the notice by NBGH, it shall release the Materials to Project Co.
- (l) On termination of this Custody Agreement, Project Co shall remain liable to the Custodian for payment in full of any fee which has become due but which has not been paid as at the date of termination.

14. Step-In Rights

- (a) The Custodian shall, from time to time:
 - (i) permit NBGH to perform or discharge any obligation of Project Co under this Custody Agreement, where Project Co is in breach of the same;
 - (ii) permit Project Co to perform or discharge any obligation of NBGH under this Custody Agreement, where NBGH is in breach of the same; and
 - (iii) following notification by the Lenders' Agent (who at the same time shall provide a copy of any such notification to NBGH), permit the Lenders' Agent or another person specified in such notice with effect from the date specified in the same to perform or discharge all the obligations of Project Co under this Custody Agreement, provided that the Lenders' Agent shall have the benefit of and be entitled to enforce against the Custodian any and all of the Custodian's obligations to Project Co under this Custody Agreement and the Custodian undertakes to perform such obligations in favour of the Lenders' Agent.
- (b) Project Co consents to the performance or discharge of its obligations by NBGH pursuant to Section 14(a)(i).

- (c) NBGH consent to the performance or discharge of their obligations by Project Co pursuant to Section 14(a)(ii).
- (d) The PA Parties consent to the performance or discharge of Project Co's obligations by the Lenders' Agent pursuant to Section 14(a)(iii).
- (e) NBGH or the Lenders' Agent shall be entitled to terminate the Lenders' Agent's obligations pursuant to Section 14(a)(iii) on giving the Custodian prior notice (NBGH or the Lenders' Agent at the same time shall provide a copy of any such notification to NBGH) of at least 15 Business Days. On and from the date of expiry of such notice (the "**Step-Out Date**"), the Lenders' Agent shall be automatically released from all obligations pursuant to this Custody Agreement, except for any which have fallen due for performance or discharge on or before the Step-Out Date and which have not been fully and unconditionally performed or discharged.
- (f) The occurrence of the Step-Out Date shall not affect the continuation of Project Co's obligations towards the Custodian under this Custody Agreement.
- (g) The Lenders' Agent is a Party to this Custody Agreement solely for the purposes of taking the benefit of its rights under this Section 14 and shall have no rights or obligations or liabilities hereunder, except pursuant to the operation of this Section 14.

15. Assignment

- (a) This Custody Agreement shall be binding on, and enure to the benefit of, the Custodian, Project Co and NBGH and their respective successors and permitted transferees and assigns.
- (b) Project Co may assign, transfer or otherwise dispose of the benefit of this Custody Agreement to any person to whom Project Co assigns, transfers or otherwise disposes of its interest in the Project Agreement pursuant to Section 58.1 of the Project Agreement.
- (c) NBGH may assign, transfer or otherwise dispose of the benefit of this Custody Agreement to any person to whom NBGH assigns, transfers or otherwise disposes of its interest in the Project Agreement pursuant to Section 58.2 of the Project Agreement.
- (d) The Custodian shall not, without the prior written consent of the PA Parties assign, transfer or otherwise dispose of the benefit of this Custody Agreement to any person.

16. Notices

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Custody Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Custody Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax: [REDACTED]
Attn.: President and Chief Executive Officer

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax: [REDACTED]
Attn.: Managing Director

If to the Custodian: 4 King Street West, Suite 1101
Toronto, Ontario
M5H 1B6

Fax: [REDACTED]
Attn.: Senior Trust Officer

If to the Lenders' Agent: 60 Wall Street
New York, New York
10005

Fax: [REDACTED]
Attn.: Managing Director, Global Principal Finance

- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 16(b).
- (c) Any Party to this Custody Agreement may, from time to time, change any of its contact information set forth in Section 16(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 16(e), 16(f) and 16(g):
 - (i) a notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and

- (iii) a notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the Party giving the notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 16.
- (f) If any notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such notice was successful.

17. Amendments

- (a) This Custody Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Custody Agreement.

18. Waiver

- (a) No waiver made or given by a Party under or in connection with this Custody Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

19. Relationship Between the Parties

- (a) The Parties are independent contractors. This Custody Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or principal and agent.

20. Entire Agreement

- (a) Except where provided otherwise in this Custody Agreement, this Custody Agreement and the Project Agreement constitute the entire agreement between the Parties in connection with the subject matter of this Custody Agreement and supersede all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Custody Agreement.

21. Severability

- (a) Each provision of this Custody Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Custody Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Custody Agreement. If any such provision of this Custody Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Custody Agreement as near as possible to its original intent and effect.

22. Enurement

- (a) This Custody Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

23. Governing Law and Jurisdiction

- (a) This Custody Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Custody Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

24. Further Assurance

- (a) Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Custody Agreement.

25. Language of Agreement

- (a) Each Party acknowledges having requested and being satisfied that this Custody Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ces documents soient rédigés en anglais et s'en declare satisfaite.

26. Proof of Authority

- (a) NBGH reserves the right to require any person executing this Custody Agreement on behalf of Project Co or the Construction Contractor to provide proof, in a form acceptable to NBGH, that such person has the requisite authority to execute this Custody Agreement on behalf of and to bind Project Co or the Construction Contractor, respectively.

27. Counterparts

- (a) This Custody Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Custody Agreement which was so faxed.

IN WITNESS WHEREOF the Parties have executed this Custody Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: **[REDACTED]**
Title: President and CEO

Per: _____
Name: **[REDACTED]**
Title: Chair of the Board

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

BNY TRUST COMPANY OF CANADA

Per: _____
Name:
Title:

I have authority to bind the company.

**DEUTSCHE BANK SECURITIES INC.,
acting as agent for and on behalf of the
Lenders**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

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SCHEDULE 8**EARLY SERVICES TERM SHEET**

This Early Services Term Sheet summarizes the fundamental terms and conditions of a proposed agreement to be entered into between NBGH, the Service Provider and Project Co with respect to the Existing Facilities Services (as defined herein). The parties agree to negotiate in good faith to conclude an agreement which reflects the terms and conditions set out in this Early Services Term Sheet. This Early Services Term Sheet is a general statement of the parties' understanding and intent, but does not create legally binding obligations on the parties.

A. General Terms and Conditions

- Parties:** North Bay General Hospital, a non-share capital corporation incorporated under the laws of Ontario ("**NBGH**")
- Johnson Controls L.P., a limited partnership formed under the laws of Ontario (the "**Service Provider**")
- Plenary Health North Bay [**REDACTED**] ("**Project Co**"), provided that Project Co shall have no rights or obligations under the Early Service Agreement
- Definitions:** All capitalized terms used but not defined shall have the respective meanings ascribed thereto in the Project Agreement.
- Term:** Unless the parties otherwise agree in writing, from the date that is 24 months prior to the Scheduled Substantial Completion Date until the earlier of the Substantial Completion Date and the Termination Date.
- Scope:**
- The Existing Facilities Services will be provided in two phases, the first being a management only phase.
 - Unless the parties otherwise agree in writing, the management only phase will begin on the date that is 24 months prior to the Scheduled Substantial Completion Date and will conclude on the date that is 12 months prior to the Scheduled Substantial Completion Date.
 - Unless the parties otherwise agree in writing, the Affected Hospital Employees will be transferred to the Service Provider on the date that is 12 months prior to the Scheduled Substantial Completion Date and the Service Provider will provide the Existing Facility Services from such date until the earlier of the Substantial Completion Date and the Termination Date.
- Existing Facilities** All general management services, plant services and utilities

Services: management services currently being provided at the Existing Facilities.

Service Standards: The services standards applicable to the Existing Facilities Services will be generally similar in nature to those standards applicable to the services currently being provided at the Existing Facilities, taking into consideration the following:

- ability of the existing equipment and systems to perform to the standards required;
- no capital refresh will take place unless approved by NBGH; and
- repairs to existing equipment will be minimized, effected only where required to deliver the Existing Facilities Services over the remaining Term and to keep the equipment that will be transferred to the Facility in good working order, or as otherwise directed by NBGH.

For greater certainty, the provisions of Schedule 15 - Output Specifications shall not apply to the Existing Facilities Services.

Payment: The Service Provider's Direct Costs (excluding the costs of the FM Services Manager and employee training) plus [REDACTED]%. For greater certainty:

- the Service Provider's Direct Costs include any cost incurred by the Service Provider which are recorded on the Service Provider's books; and
- the Service Provider's Direct Costs do not include labour costs paid by either Hospital (during the management only phase) or any other costs paid directly by either Hospital to suppliers, vendors, utilities, subcontractors or any other person.

Payment will be made monthly in arrears within 30 days of invoice (to be delivered on the 15th of each month).

Interest on late payments calculated at a rate per annum equal to the Default Interest Rate from the day after the date on which such payment was due up to and including the date of payment.

For greater certainty, the provisions of Schedule 20 - Payment Mechanism shall not apply to the Existing Facilities Services.

Insurance: The Service Provider shall maintain an insurance policy with an aggregate limit of \$[REDACTED] indemnifying the Service Provider

and NBGH for: (i) loss or damage for bodily injury, including damages for care and loss of services resulting from such bodily injury, sickness, disease or death; and (ii) damage to or destruction of property.

Indemnities: The Service Provider shall indemnify and hold harmless NBGH from and against all losses, liabilities, claims, damages and expenses arising out of the negligence of the Service Provider, or its employees, agents or representatives.

NBGH shall indemnify and hold harmless the Service Provider from and against all losses, liabilities, claims, damages and expenses arising out of the negligence of NBGH, or its employees, agents or representatives.

Limits on Liability: Neither party will be entitled to claim indirect losses, including punitive, exemplary or aggravated damages, loss of profits or loss of business opportunity or a claim for consequential loss or indirect loss of any nature. The maximum liability of each party under the indemnity provisions will be \$[REDACTED] per occurrence and in the aggregate.

Dispute Resolution Procedure: To be discussed and agreed.

Governing Law: Province of Ontario.

B. Terms and Conditions Applicable During Management Only Phase

Service Provider Obligations: The Service Provider shall be required to:

- manage the Affected Hospital Employees at the Existing Facilities within the Hospital-approved budgets;
- supervise, train and direct the Affected Hospital Employees in the completion of their duties in providing the Existing Facilities Services, all in a manner that is consistent with existing services standards, Hospital Policy, administrative and other policies, and the Collective Agreement;
- work with the Hospitals to provide skills assessment of the Affected Hospital Employees, including training programs to, where feasible, properly prepare the Affected Hospital Employees for transition to the Facility;
- have adequately trained staff on duty as the Hospitals shall require;

- develop and manage the Hospitals' operating budgets for the Existing Facilities Services, subject to approval of the Hospitals, in their sole discretion;
- provide an FM Services Manager who will be on the Service Provider's payroll and who will be responsible for interacting with, directing, training, communicating, evaluating and supervising the Affected Hospital Employees, and advising the Hospitals on activities, expenditures, and third party accounts payable;
- manage other supervisory and support staff as required to execute the mandated responsibilities;
- manage the current training program for the Affected Hospital Employees, including necessary equipment and materials;
- recommend, implement and maintain the software deemed necessary by the Service Provider to fulfill its obligations;
- maintain an inventory of supplies, with such inventory being provided at the Hospitals' cost;
- provide financial performance benchmarks for the Existing Facilities Services at least once a quarter;
- develop and implement an approved operating plan for the Existing Facilities Services;
- provide the Hospitals with written monthly operating reports, which reports shall be in form and substance satisfactory to the Hospitals, acting reasonably;
- provide Human Resource support for the Existing Facilities Services, in accordance with Hospital Policy, any other applicable policies, and the Collective Agreement;
- within the scope of plant services, at the Hospitals' expense, comply with laws regarding sanitation, recycling, waste management, waste reduction, health and safety, Workplace Hazardous Materials Information System (WHMIS), labour and employment, employment standards, workers' compensation, non-discrimination and pay equity, including any reporting and record keeping requirements and any other applicable laws and regulations;
- obtain and maintain, at the Hospitals' expense, all licenses and

permits the Service Provider requires to enable it to manage the Existing Facilities Services;

- operate in compliance with the recommendations of the Canadian Council on Health Facilities Accreditation;
- maintain a satisfactory quality assurance program for the Existing Facilities Services;
- maintain the integrity of data on any existing Computerized Maintenance Management System so as to enable appropriate recording, tracking, and reporting of Existing Facilities Services (which, for greater certainty, does not include the upgrade or replacement of any Computerized Maintenance Management System);
- continue the existing help desk services in effect at the commencement of the Term;
- propose procedures for rating Existing Facilities Services and customer satisfaction; and
- at the Hospitals' expense, provide any additional technical, operational and corporate support required in respect of the Existing Facilities Services

NBGH Rights:

NBGH and NEMHC anticipate they will have a requirement for certain of the current hard FM employees to continue to provide services to NBGH or NEMHC. During the management only phase, NBGH and NEMHC shall have the right (but not the obligation) to offer such employees alternate employment within the hospitals. If accepted by the employees, such employees shall be excluded from the group of Affected Hospital Employees to be transferred to the Service Provider.

NBGH Obligations:

NBGH will be required to:

- pay monthly invoices;
- participate in budget approval processes;
- provide the Service Provider with suitable and reasonably required equipment and office space; and
- pay all excise, property, occupancy and business taxes, surtaxes, duties, levies, rates, fees, assessments, withholdings, dues and other charges of any nature.

Miscellaneous Terms and Conditions: All Affected Hospital Employees, shall remain employees of NBGH or NEMHC, as applicable, be on the payroll of NBGH or NEMHC, as applicable, and shall perform their respective duties under the Service Provider's supervision and direction.

C. Terms and Conditions Applicable Following Management Only Phase

Transfer of Employees: At the conclusion of the management only phase, the Affected Hospital Employees will be transferred to the Service Provider in accordance with Section 28 of the Project Agreement and will remain engaged in the provision of the Existing Facilities Services until the earlier of the Substantial Completion Date and the Termination Date.

Other Terms and Conditions: Except as described above, all other terms and conditions set out in this Early Services Term Sheet shall apply.

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SCHEDULE 9
KEY INDIVIDUALS

A. Key Individuals - Works

	Project Co Party	Position	Name and Contact Information
1.	Construction Contactor	Project Director	[REDACTED] 2085 Hurontario Street Suite 400 Mississauga, Ontario L5A 4G1 Ph: [REDACTED] Fax: [REDACTED]
2.	Construction Contractor	Construction Manager	[REDACTED] c/o North Bay Regional Health Centre Project North Bay, Ontario
3.	Construction Contractor	General Superintendent	[REDACTED] c/o North Bay Regional Health Centre Project North Bay, Ontario
4.	Construction Contractor	Building Systems Manager	[REDACTED] 2085 Hurontario Street Suite 400 Mississauga, Ontario L5A 4G1 Ph: [REDACTED] Fax: [REDACTED]
5.	Project Co	Plenary Health General Manager	[REDACTED] c/o North Bay Regional Health Centre Project North Bay, Ontario
6.	Project Co	Project Co Representative	[REDACTED] c/o Plenary Health Suite 1510, 181 Bay Street P.O. Box 860

	Project Co Party	Position	Name and Contact Information
			Toronto, Ontario M5J 2T3 Ph: [REDACTED] Fax: [REDACTED]

B. Key Individuals – Services

	Project Co Party	Position	Name and Contact Information
1.	Service Provider	FM Services Manager	[Insert as available.]
2.	Service Provider	Performance Assurance Manager	[Insert as available.]
3.	Project Co	Plenary Health General Manager	[REDACTED] c/o North Bay Regional Health Centre Project North Bay, Ontario
4.	Project Co	Project Co Representative	[REDACTED] c/o Plenary Health Suite 1510, 181 Bay Street P.O. Box 860 Toronto, Ontario M5J 2T3 Ph: [REDACTED] Fax: [REDACTED]

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SCHEDULE 10**REVIEW PROCEDURE****PART A – WORKS PHASE****1. Definitions**

1.1 The following terms shall have the following meanings:

- (a) "**Submittal**" has the meaning given in Section 2.1 of this Schedule 10.
- (b) "**Submittal Schedule**" means the schedule for Submittals prior to the Substantial Completion Date attached as Appendix A to this Schedule 10 as amended in accordance with this Schedule 10.

2. Submittals

2.1 The provisions of Part A of this Schedule 10 shall apply to any and all items, documents and anything else required or specified by this Project Agreement in respect of the Works to be submitted to, reviewed or otherwise processed by NBGH in accordance with the Review Procedure prior to Substantial Completion or after Substantial Completion in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, "**Submittal**" or "**Submittals**" as applicable in Part A of this Schedule 10).

3. Submittal Schedule

3.1 The Submittal Schedule may be amended by agreement of the Parties, or in the event the Parties cannot agree, by Project Co acting reasonably, in each case in accordance with the terms of this Section 3. Any amendment to the Submittal Schedule shall provide for a progressive and orderly flow of Submittals from Project Co to the NBGH Representative to allow sufficient time for review of each Submittal by the NBGH Representative, taking into account both the resources necessary to be available to the NBGH Representative to conduct such review (as anticipated by or inferred from the Submittal Schedule attached as Appendix A to this Schedule 10) and whether delay in the review of the subject matter of the Submittal shall have a material impact on Project Co's ability to progress future anticipated Submittals and the Works in accordance with the Works Schedule.

3.2 The Submittal Schedule and any amendment to the Submittal Schedule shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Submittal, provided that if Project Co has made major changes to the grouping and volume of Submittals, such period of time shall be adjusted by Project Co, acting reasonably, taking into account the factors set forth in Section 3.1 of this Schedule 10.

- 3.3 Project Co shall, in scheduling Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Submittals, for review of the Submittals and for Project Co to make changes to Submittals that may be required if comments are received on the Submittals, such review and required changes to be in accordance with Part A of this Schedule 10.
- 3.4 If the Submittal Schedule indicates that a large number of Submittals will be made at one time, the NBGH Representative may, at the NBGH Representative's discretion, request a longer period for review or a staggering of the Submittals, and Project Co shall review and revise the Submittal Schedule accordingly, taking into account both the resources necessary to be available to the NBGH Representative to conduct such review (as anticipated by or inferred from the Submittal Schedule attached as Appendix A to this Schedule 10) and whether delay in the review of the subject matter of the Submittal shall have a material impact on Project Co's ability to progress future anticipated Submittals and the Works in accordance with the Works Schedule.
- 3.5 Project Co shall submit the Submittal Schedule, as amended, to NBGH on a monthly basis until the Substantial Completion Date.
- 3.6 All amended Submittal Schedules shall be required to meet all the requirements of this Section 3.
- 3.7 Project Co shall submit all Submittals to NBGH in accordance with the current amended Submittal Schedule.

4. General Requirements for Submittals

- 4.1 Unless otherwise specified by the NBGH Representative, Project Co shall issue 3 printed copies of all Submittals to NBGH, together with an electronic copy in a format agreed by the Parties acting reasonably and one printed copy of each Submittal to the Independent Certifier.
- 4.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Submittals and the date of receipt and content of all returned Submittals and comments thereon.
- 4.3 All Submittals shall be in English.
- 4.4 All Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including, where applicable, by registered professional architects or engineers) shall, where applicable, be so signed and sealed.
- 4.5 All Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Submittal and Project Co's proposed course of action relating to the Submittal and the Project Operations that are the subject of the Submittal.

- 4.6 All Submittals shall, where applicable, refer to the relevant provisions of the Technical Requirements.
- 4.7 All Submittals shall be clearly identified as a Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Submittals and for each Submittal: the document number(s) or drawing number(s); revision numbers (if applicable); document or drawing title(s); name of entity that prepared the Submittal; the Submittal history showing date and delivery information and/or log number of all previous submissions of that Submittal; and identification of any previous Submittal superseded by the current Submittal.

5. Comments

- 5.1 The NBGH Representative shall review and respond to each Submittal in accordance with the time periods specified in Section 3 of this Schedule 10. The NBGH Representative shall return Submittals to Project Co and assign one of the following 3 comments:
- (a) "REVIEWED";
 - (b) "REVIEWED AS NOTED"; or
 - (c) "REJECTED".
- 5.2 The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Submittals.
- 5.3 The comment "REVIEWED AS NOTED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the NBGH Representative's review. Project Co shall correct these Submittals and provide a copy of the corrected Submittals to the NBGH Representative before Project Co implements such Submittals for the purposes of the Project Operations. Project Co shall comply with and implement such Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Submittals stamped "REVIEWED AS NOTED", then Project Co will be required to modify the Submittals and Project Operations, including the Facility if applicable, as required to correct the deficiencies and Project Co may be required, at the NBGH Representative's discretion, to resubmit relevant Submittals. In such circumstances the NBGH Representative shall act promptly in considering whether such deficiencies have been corrected and Project Co shall obtain such confirmation prior to continuing. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 5.4 The comment "REJECTED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, contain significant deficiencies or do not generally conform with the requirements of this Project Agreement, including this Schedule 10. Project Co

shall correct and re-submit these Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Submittal is re-submitted within 5 Business Days) shall give the NBGH Representative not less than 5 Business Days' notice of when the Submittals shall be resubmitted. The NBGH Representative will then review such re-submitted Submittals and assign a comment to the corrected Submittal. The Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. Except with the written consent of the NBGH Representative, Project Co shall not proceed with any Project Operations to which such Submittals receiving the comment "REJECTED" relate until Project Co obtains a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 5.5 Where the NBGH Representative issues the comment "REVIEWED AS NOTED" or "REJECTED", the NBGH Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement (including the Technical Requirements and other Schedules) that the Submittal fails to satisfy, and, if requested by the Project Co Representative, the NBGH Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 5.6 If, at any time after assigning any comment to a Submittal, the NBGH Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the NBGH Representative may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with Section 6 below that the revised comment is correct, Project Co shall make all such corrections to the Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 5.7 For the purpose of facilitating and expediting the review and correction of Submittals, the NBGH Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- 5.8 Where a Submittal is voluminous, the NBGH Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages not returned without such an explanation as to their status shall be deemed to be "REVIEWED" by NBGH.
- 5.9 In lieu of returning a Submittal, the NBGH Representative may by letter notify Project Co of the comment assigned to the Submittal and if such comment is "REVIEWED AS NOTED" or "REJECTED" the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

6. Disputes

- 6.1 If Project Co disputes any act of NBGH or the NBGH Representative in respect of a Submittal under this Part A, Project Co shall promptly notify the NBGH Representative and the Independent Certifier of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The NBGH Representative shall review the Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment. If the NBGH Representative confirms the original comment, Project Co may request the Independent Certifier to resolve the Dispute and render a decision within 5 Business Days of such request.
- 6.2 If either Party is not satisfied, acting reasonably, with the resolution of the Independent Certifier, subject to Section 11.2 either Party may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure.

7. Effect of Review

- 7.1 Any review and comment by NBGH or the NBGH Representative of any Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for NBGH. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities in respect of the Works under this Project Agreement or exclude or limit NBGH's rights in respect of the Works under this Project Agreement.

8. Submittal Explanation

- 8.1 At any time, the NBGH Representative may, acting reasonably, require Project Co, including Project Co's consultants, Subcontractors, and any other relevant personnel, at no additional cost to NBGH, to explain to the NBGH Representative and NBGH's advisors the intent of Project Co's Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Technical Requirements.

9. Revisions

- 9.1 Project Co shall ensure that Submittals keep the same, unique reference number throughout the review process, in a format approved by the Architect of Record, and that all subsequent revisions of the same Submittal are identified by a sequential revision number. Correspondence related to such Submittal shall reference the reference number and revision number.
- 9.2 Re-submittals shall clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how

revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.

- 9.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Submittal. Electronic versions of the Submittal shall identify the persons who initialled the revisions to the printed version of the Submittal. All such revisions must be able to be integrated into the As Built Drawings.

10. Audit by the NBGH Representative

- 10.1 Without limiting any other right under this Project Agreement, the NBGH Representative shall have the right to audit all Submittals, including comparing all Submittals to previous Submittals.
- 10.2 If during an audit or at any other time it is discovered by NBGH or Project Co (or resolved pursuant to Section 10.3 below) that any Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Project Operations to which they relate and shall advise the NBGH Representative of all such corrections and modifications.
- 10.3 Any Dispute concerning the implementation of a Submittal, subject to Section 6.1 above, shall be referred in the first instance to the Independent Certifier for resolution.

11. Variations

- 11.1 Subject to Section 11.2 below, no alteration or modification to the design, quality and quantity of the Project Operations arising from the development of detailed design or from the co-ordination of the design in connection with any Submittal shall be construed or regarded as a Variation.
- 11.2 If, having received comments from the NBGH Representative on any Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to NBGH of the same and, if it is agreed by the Parties that a Variation would arise if the comments were complied with, NBGH may, at its election, (a) issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 22 - Variation Procedure or (b) amend its comment on the Submittal or (c) refer the matter to the Dispute Resolution Procedure in accordance with Section 6.2. Any failure by Project Co to notify NBGH in accordance with this Section 11.2 that Project Co considers compliance with any comments of the NBGH Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance

with the NBGH Representative's comments shall be without cost to NBGH and without any extension of time.

SCHEDULE 10**REVIEW PROCEDURE****PART B – SERVICES PHASE****12. Submittals**

- 12.1 The provisions of Part B of this Schedule 10 shall apply to any and all items, documents and anything else required or specified by this Project Agreement to be submitted to, reviewed or otherwise processed by NBGH in accordance with the Review Procedure after Substantial Completion except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, "**Submittal**" or "**Submittals**" as applicable in Part B of this Schedule 10).
- 12.2 Project Co shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Submittal.
- 12.3 Project Co shall, in scheduling Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Submittals, for review of the Submittals and for Project Co to make changes to Submittals that may be required if comments are received on the Submittals, such review and required changes to be in accordance with Part B of this Schedule 10.

13. General Requirements for Submittals

- 13.1 Unless otherwise specified by the NBGH Representative, Project Co shall issue 3 printed copies of all Submittals to NBGH, together with an electronic copy in a format agreed by the Parties acting reasonably.
- 13.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Submittals and the date of receipt and content of all returned Submittals and comments thereon.
- 13.3 All Submittals shall be in English.
- 13.4 All Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including, where applicable, by registered professional architects or engineers) shall, where applicable, be so signed and sealed.
- 13.5 All Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Submittal and Project Co's proposed course of action relating to the Submittal and the Project Operations that are the subject of the Submittal.

- 13.6 All Submittals shall, where applicable, refer to the relevant provisions of the Technical Requirements.
- 13.7 All Submittals shall be clearly identified as a Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Submittals and for each Submittal: the document number(s) or drawing number(s); revision numbers (if applicable); document or drawing title(s); name of entity that prepared the Submittal; the Submittal history showing date and delivery information and/or log number of all previous submissions of that Submittal; and identification of any previous Submittal superseded by the current Submittal.

14. Comments

- 14.1 The NBGH Representative shall review and respond to each Submittal in accordance with the time periods specified in Section 12.2 of this Schedule 10. The NBGH Representative shall return Submittals to Project Co and assign one of the following 3 comments:
- (a) "REVIEWED";
 - (b) "REVIEWED AS NOTED"; or
 - (c) "REJECTED".
- 14.2 The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Submittals.
- 14.3 The comment "REVIEWED AS NOTED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the NBGH Representative's review. Project Co shall correct these Submittals and provide a copy of the corrected Submittals to the NBGH Representative before Project Co implements such Submittals for the purposes of the Project Operations. Project Co shall comply with and implement such Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Submittals stamped "REVIEWED AS NOTED", then Project Co will be required to modify the Submittals and Project Operations as required to correct the deficiencies and Project Co may be required, at the NBGH Representative's discretion, to resubmit relevant Submittals. In such circumstances the NBGH Representative shall act promptly in considering whether such deficiencies have been corrected and Project Co shall obtain such confirmation prior to continuing. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 14.4 The comment "REJECTED" will be assigned to those Submittals that, in the opinion of the NBGH Representative, contain significant deficiencies or do not generally conform with the requirements of this Project Agreement, including this Schedule 10. Project Co shall correct and re-submit these Submittals within 10 Business Days after the comment

- has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Submittal is re-submitted within 5 Business Days) shall give the NBGH Representative not less than 5 Business Days' notice of when the Submittals shall be resubmitted. The NBGH Representative will then review such re-submitted Submittals and assign a comment to the corrected Submittal. The Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. Except with the written consent of the NBGH Representative, Project Co shall not proceed with any Project Operations to which such Submittals receiving the comment "REJECTED" relate until Project Co obtains a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 14.5 Where the NBGH Representative issues the comment "REVIEWED AS NOTED" or "REJECTED", the NBGH Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement (including the Technical Requirements and other Schedules) that the Submittal fails to satisfy, and, if requested by the Project Co Representative, the NBGH Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 14.6 If, at any time after assigning any comment to a Submittal, the NBGH Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the NBGH Representative may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with Section 15 below that the revised comment is correct, Project Co shall make all such corrections to the Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 14.7 For the purpose of facilitating and expediting the review and correction of Submittals, the NBGH Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.
- 14.8 Where a Submittal is voluminous, the NBGH Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to Project Co the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to Project Co. Any pages not returned without such an explanation as to their status shall be deemed to be "REVIEWED" by NBGH.
- 14.9 In lieu of returning a Submittal, the NBGH Representative may by letter notify Project Co of the comment assigned to the Submittal and if such comment is "REVIEWED AS NOTED" or "REJECTED" the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

15. Disputes

- 15.1 If Project Co disputes any act of NBGH or the NBGH Representative in respect of a Submittal under this Part B, Project Co shall promptly notify the NBGH Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The NBGH Representative shall review the Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment.
- 15.2 If after such review by the NBGH Representative Project Co disputes the comment on a Submittal, subject to Section 20.1 Project Co may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure.

16. Effect of Review

- 16.1 Any review and comment by NBGH or the NBGH Representative of any Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for NBGH. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities under this Project Agreement in respect of matters related to the Submittal or exclude or limit NBGH's rights under this Project Agreement in respect of matters related to the Submittal.

17. Submittal Explanation

- 17.1 At any time, the NBGH Representative may, acting reasonably, require Project Co, including Project Co's consultants, Subcontractors, and any other relevant personnel, at no additional cost to NBGH, to explain to the NBGH Representative and NBGH's advisors the intent of Project Co's Submittals, including as to its satisfaction of the Technical Requirements.

18. Revisions

- 18.1 Project Co shall ensure that Submittals keep the same, unique reference number throughout the review process, and that all subsequent revisions of the same Submittal are identified by a sequential revision number. Correspondence related to such Submittal shall reference the reference number and revision number.
- 18.2 Re-submittals shall clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, shall contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall be clearly marked (with appropriate means to visually distinguish between the parts of the

drawing that are revised and the parts that are not revised) and the revision number and description of the revision shall be included on the drawing.

- 18.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Submittal. Electronic versions of the Submittal shall identify the persons who initialled the revisions to the printed version of the Submittal.

19. Audit by the NBGH Representative

- 19.1 Without limiting any other right under this Project Agreement, the NBGH Representative shall have the right to audit all Submittals, including comparing all Submittals to previous Submittals.
- 19.2 If during an audit or at any other time it is discovered by NBGH or Project Co that any Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Project Operations to which they relate and shall advise the NBGH Representative of all such corrections and modifications.

20. Variations

- 20.1 If, having received comments from the NBGH Representative on any Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to NBGH of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 27 - Dispute Resolution Procedure, that a Variation would arise if the comments were complied with, NBGH may at its election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 22 - Variation Procedure or amend its comment on the Submittal. Any failure by Project Co to notify NBGH in accordance with this Section 20.1 that Project Co considers compliance with any comments of the NBGH Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the NBGH Representative's comments shall be without cost to NBGH and without any extension of time.

APPENDIX A
SUBMITTAL SCHEDULE

[REDACTED]

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SCHEDULE 11

CONSTRUCTION QUALITY PLAN OUTLINE

In accordance with Section 13 of the Project Agreement, Project Co must produce a Construction Quality Plan based on the requirements of Section 01450 of the Existing Design and this Schedule 11.

[REDACTED]

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SCHEDULE 12

SERVICE QUALITY PLAN OUTLINE

PURPOSE

The purpose of this document is to provide an outline for the Service Quality Plans to be developed by the Service Provider in accordance with Section 13 of the Project Agreement.

[REDACTED]

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SCHEDULE 13

PROJECT CO PROPOSAL EXTRACTS

[REDACTED]

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SCHEDULE 14

OUTLINE COMMISSIONING PROGRAM

This Outline Commissioning Program will be implemented to ensure that the building systems are operating and tested to satisfy the Technical Requirements and LEED requirements.

[REDACTED]

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SCHEDULE 15**OUTPUT SPECIFICATIONS****1. PROJECT CO SERVICES****1.1 General Requirements**

(a) These Output Specifications set out NBGH's requirements across a range of non-clinical support services to be provided by Project Co.

(b) The following list indicates the functional titles of the hard facilities management services that are to be provided by Project Co to NBGH:

- (i) General Management Services
 - (ii) Plant Services
 - (iii) Utilities Management Services
-

(c) While the Project Co Services are described by their traditional functional title, NBGH is seeking innovative approaches and task configurations to achieve maximum efficiency in service delivery. NBGH is seeking participation by Project Co in achieving a total facilities management solution that maximizes the concept of horizontal integration opportunities amongst services and in supporting the continuous operation of the Facility in its delivery of services to the community, such that there is no deterrent to the delivery of Hospital Services or risk to NBGH patients, staff, volunteers and visitors.

(d) The following list of soft facilities management services will be provided by the Hospitals, excluding services to rooms/spaces designated as Class 7 in Appendix A to Schedule 20 to the Project Agreement, which are Project Co's responsibility:

- (i) clinical engineering services;
- (ii) food services;
- (iii) environmental services (including housekeeping, waste management and linen/laundry services);
- (iv) information systems/information technology management;
- (v) landscaping/gardening;

- (vi) materials management services (including purchasing, stores, distribution, portering, transportation and central processing and distribution);
 - (vii) protection services;
 - (viii) parking services; and
 - (ix) retail.
-

- (e) In providing the Project Co Services, Project Co will be considerate of the needs and interests of:
- (i) Hospital employees, physicians and volunteers;
 - (ii) NBGH Parties;
 - (iii) patients and their families;
 - (iv) residents of the Facility;
 - (v) visitors to the Facility; and
 - (vi) Governmental Authorities.
-

- (f) At a minimum of once every six months, Project Co shall update the operational policies, procedures and practices, as required, with NBGH's prior written consent.

GP01

2. GENERAL MANAGEMENT SERVICES

2.1 General Requirements

(a) Project Co shall comply with the Service Standards and requirements of this Section 2.

(b) Project Co shall provide the General Management Services 24-hours per day 365(6) days per year on a scheduled and reactive basis as may be required to meet the Service Standards of this Section 2. Project Co shall achieve the following objectives, acting in compliance with applicable collective agreement(s):

- (i) Provide high quality, efficient, innovative and flexible General Management Services at all times as required by these Output Specifications.
 - (ii) Provide sufficient number of qualified, trained and competent employees or subcontracted employees with the skills necessary, as required by these Output Specifications.
 - (iii) Meet all requirements of Applicable Law, Building Code and Hospital Policies.
 - (iv) Develop and maintain an auditable Quality Plan, which is representative of the services being provided and reflects the requirements of NBGH and which is based on industry standard benchmarks from available databases.
 - (v) Research and develop new service delivery methods and apprise NBGH of their benefits and develop business cases to support suggested changes as appropriate, as outlined in Section 38.2 of the Project Agreement.
 - (vi) Provide comprehensive, effective, flexible and efficient Helpdesk Services to NBGH.
 - (vii) Manage matters and marshal resources as required by these Output Specifications, to participate in emergency responses, and to provide a high level of customer care.
-

(c) Project Co acknowledges that there may be services or tasks to be performed that are not described herein, but are necessarily ancillary to the delivery of the General Management Services and these shall be performed by Project Co as part of the Project Operations.

-
- (d) Project Co and Project Co Subcontractors shall exercise competent supervision of the work at all times and of all Project Co personnel performing Project Co Services under the Project Agreement.
-
- (e) All quality assurance and quality monitoring (including Quality Monitoring as defined in the Specific Service Specifications) required by these Output Specifications shall form part of, but shall not be construed as limiting, Project Co's quality assurance obligations as set out in the Project Agreement, including Section 13 of the Project Agreement.

2.2 Scope of Service

- (a) Project Co shall provide comprehensive General Management Services in support of the Plant Services and Utilities Management Services consisting of the following twelve elements, as defined in Sections 2.3(a) to 2.3(l) inclusive of these Output Specifications:
- (i) Management and administration
 - (ii) Performance monitoring
 - (iii) Periodic reporting
 - (iv) Recruitment and orientation
 - (v) Training and ongoing knowledge and skills development
 - (vi) Human resource matters
 - (vii) Occupational health & safety/risk management
 - (viii) Legal obligations
 - (ix) Health services accreditation
 - (x) Contingency planning
 - (xi) Communications
 - (xii) Joint Technical Review

2.3 Service Requirements

(a) *Management & Administration*

(i) Project Co shall:

(A) Twelve months prior to Substantial Completion, notify the NBGH Representative of responsibilities and lines of communication, satisfactory to NBGH acting reasonably that will be put into place by Project Co in respect of the Project Co Services.

(B) Twelve months prior to Substantial Completion, develop and maintain a procedure to ensure regular liaison, through the Facilities Management Committee, satisfactory to NBGH acting reasonably, between Project Co's managers and supervisors and the NBGH Representative to facilitate the delivery of the Project Co Services and ensure that Project Co and NBGH are made aware of the day-to-day specific requirements of the individual NBGH departments. Project Co shall develop a series of exception reporting and management information reports as agreed with the NBGH Representative in a form acceptable to NBGH. Such interactions are expected to occur only at a management level. **GP02a**

(C) Ensure that systems and controls acceptable to NBGH are in place to safeguard property, patient/staff information, confidentiality, cash and commodities, and appropriate records are kept and available for inspection at Project Co's expense.

(D) Coordinate communication and liaison between Subcontractors and Project Co, and, as may be required from time to time, between Subcontractors and NBGH.

(E) Implement a comprehensive system of financial and management controls relating to the delivery of the Project Co Services, and make these available to NBGH for approval at the outset and thereafter on request.

(F) Analyze each of the Project Co Services every 12 months and produce a program that details any proposals for changes to the Project Co Services or the procedures used, the likely impact of those changes, the financial implications of the changes, the impact of the timing of such changes on NBGH's ability to carry out its functions and any other matter which NBGH may reasonably require. **GP02b**

- (G) Provide on request and within 48 hours information that is not commercially sensitive for contribution to NBGH internal and external public relations. **GP02c**
- (H) Notify NBGH within a five-minute time frame of Project Co becoming aware of any hazard that has resulted or may result in serious injury or life threatening outcome to occupants on the Site, including both Project Co and NBGH employees. The notification requirements shall be consistent with those established by Project Co as part of the Policy and Procedure Manual for each Specific Service Specification. **GP02d**
- (I) In connection with the provision of the Project Co Services, cause Project Co's management staff to liaise with: **GP02e**
- (1) the NBGH Representative when undertaking or preparing to undertake action in respect of the Works or the Project Co Services which may impact upon the delivery of the Hospital Services or upon the comfort and/or well being of patients, Hospital employees, medical staff or visitors, including the posting of a project notification process; and
 - (2) external advisors and Governmental Authorities in respect of the Project Co Services, as required.
- (J) Include the provision of all necessary IT & Tel equipment and software associated specifically with the Project Co Services, which shall interface with NBGH systems.
- (ii) Project Co shall provide a site manager or responsible designate who will be the representative of Project Co at the Facility, available and contactable 24 hours a day/365(6) days a year for all purposes connected with these Output Specifications. The site manager shall provide overall coordination of all Project Co Services. Project Co's management team will oversee the day-to-day operations, will establish necessary policies, quality assurance systems and controls assurance and will abide by Applicable Law and Hospital Policies, all to ensure delivery of high quality services. **GP03**
- (iii) Project Co shall make provision for and cooperate with NBGH in the management of visits by government officials, dignitaries, etc., provided that the cost to Project Co of such visits in any year shall not exceed \$10,000 (index linked).
- (iv) Project Co or Subcontractor employees shall be responsible for installation/affixing of paintings/prints provided by NBGH.

- (v) On an annual basis, the NBGH Representative will provide Project Co with a list of religious observances and other special cultural occasions to be recognized, including providing direction regarding the observation of the death of prominent individuals (e.g., requiring the need for flying the flag at half mast). Such observances or occasions will reflect those commonly recognized within the community, and the overall volume of such occasions will be in proportion to other similar hospitals and mental health centres. Following discussions and agreement with the NBGH Representative, Project Co shall implement reasonable arrangements with regards to such religious observances and other special cultural occasions.
- (vi) Project Co shall work jointly with NBGH to minimize and appropriately manage acts of vandalism.

(b) ***Performance Monitoring***

- (i) Project Co shall be committed to continuous improvement and shall implement systems to facilitate this objective. Some outputs described within these Output Specifications have a corresponding performance parameter that describes the criteria used to determine whether Project Co has delivered the Project Co Service to the Service Standards required. The performance parameters are provided at the end of each Specific Service Specification in tabulated form and provide a list of potential Availability Failure Events and Service Failures for each Project Co Service and a reference to the Specific Service Specification (reference prefixed by "G" for General Performance or "S" for Specific Performance) against which Project Co's actual performance is assessed. All performance parameters are assessed on a pass or fail basis.

Project Co shall at times have in place a performance monitoring program (the "**Performance Monitoring Program**" or "**PMP**") for all of the Project Co Services. The PMP will outline the actions Project Co intends to undertake to monitor the performance of the Project Co Services provided to NBGH, in accordance with the Project Agreement, including this Specific Service Specification. The PMP will at all times permit NBGH to determine whether or not Project Co has met the performance Service Standards in the Project Agreement. This shall include, but not be limited to, the following types of monitoring methods, which shall appropriately separate risk management, training initiatives and life safety audits:

GP04

- (A) Project Co and/or NBGH communications to the computerized maintenance management system order entry system ("**CMMS**").

- (B) Project Co self-monitoring.
 - (C) Review reports by Governmental Authorities.
 - (D) Facilitating/assisting NBGH audits. NBGH audit measures shall include, but not be limited to, analysis of complaints, random visits (checking of appearance, cleanliness, sterility, completeness, and quality), validation checks of Project Co data and deliberate testing.
- (ii) For the avoidance of doubt, NBGH has the right to inspect any area of the Facility to ensure that the Project Co Services are being performed to the Service Standards. NBGH is entitled to report any Availability Failure Events and Service Failures to the Helpdesk. The Helpdesk records must be available for inspection by NBGH at all times.

(c) ***Periodic Reporting***

- (i) Project Co shall prepare a Performance Monitoring Report and deliver it to NBGH within five Business Days after the end of each month. The Performance Monitoring Report shall include, but not be limited to, the following information regarding the period just ended: **GP05**
- (A) All statistical data required for any provincial or federal reports/returns, including per period worked hours and billings by Project Co Service.
 - (B) Monitoring which has been performed in accordance with the Performance Monitoring Program with a summary of the findings.
 - (C) A summary of all life safety actions, such as fire extinguisher inspections, generator testing, sprinkler testing, etc.
 - (D) A summary of each Demand Requisition received. The summary will include the applicable Service Response Time and Rectification Time, and the actual time of Service Response and Rectification. The summary will also identify the number of Demand Requisitions assigned and the number completed for the timeframe in question.
 - (E) A summary of all Availability Failure Events and Service Failures.
 - (F) Identification of the Affected Area.
 - (G) The deductions to be made from the Monthly Service Payment in respect of Availability Failure Events and Service Failures,

consistent with the Project Agreement and/or Payment Mechanism and separately identifying:

- (1) Availability Failure Deductions directly attributable to NBGH;
 - (2) Availability Failure Deductions directly attributable to NEMHC;
 - (3) Availability Failure Deductions not directly attributable to either NBGH or NEMHC (i.e. with respect to common areas);
 - (4) Service Failure Deductions directly attributable to NBGH;
 - (5) Service Failure Deductions directly attributable to NEMHC; and
 - (6) Service Failure Deductions not directly attributable to either NEMHC or NBGH (i.e. with respect to common areas).
- (H) The number of Failure Points to be awarded on a daily basis. This part of the report should also show the rolling total for the past 14 months (in aggregate and by Service Category) and highlight any day in this period that a rolling total breaches a Failure Point threshold. Refer to Sections 30.3, 31.1, 44.1 and 44.5 of the Project Agreement.
- (ii) All reports provided by Project Co will clearly identify the Affected Area and/or Project Co Service in which an Availability Failure Event or Service Failure has occurred.
- (iii) NBGH shall notify Project Co within 10 Business Days of receipt of the Performance Monitoring Report as to whether it accepts the contents of the Performance Monitoring Report and shall provide full details of any matter that is not resolved.

(d) ***Recruitment and Orientation***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with its customer service philosophy, as approved by NBGH, relative to recruitment and orientation three months prior to the Substantial Completion Date or the Transfer Date, whichever comes first, which shall include, but not be limited to:

- (A) Job role descriptions, tasks and responsibilities.
 - (B) Reporting relationships for each job.
 - (C) Geography of the Site and Facility.
 - (D) Interaction with lines of communication between Project Co and NBGH.
 - (E) Knowledge of Applicable Law and Hospital Policies.
 - (F) Knowledge of Project Co policies on health and safety, and all other policies.
 - (G) Use of machines relevant to the provision of the Project Co Services.
 - (H) Handling, storage and use of cleaning materials and equipment, including familiarization with the Facility's materials, finishes and colour coding system.
 - (I) Manual material handling (where applicable).
 - (J) Customer care.
 - (K) Personal hygiene.
 - (L) Appropriate dress and rules of conduct while on the Site or in the Facility.
 - (M) Fire risks and fire precautions and all other contingency plan.
 - (N) First aid training.
 - (O) Mutual respect training.
 - (P) CMMS user instruction.
 - (Q) A pledge of confidentiality.
 - (R) Infection control policies (including routine precautions, isolation, handwashing, blood, body fluid protocols, Legionella precautions, etc.).
- (ii) Project Co shall ensure that all new Project Co employees and Subcontractor employees involved in the delivery of any Project Co Service undertake an orientation course prior to their commencement at the Facility. Such an orientation course will include the orientation course provided by NBGH to employees of NBGH. Every six months,

GP06

Project Co shall deliver to NBGH Representative a list of the employees engaged during the preceding six-month period and the date at which orientation was provided. Project Co will also make its staff available to attend the orientation session completed by NBGH prior to new staff starting employment with Project Co.

(e) ***Training and Ongoing Knowledge and Skills Development***

(i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Training and Ongoing Knowledge and Skills Development three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:

(A) Maintaining individual records to demonstrate professional competency and compliance with Applicable Law and Hospital Policies, including all training and human resources records whose content will be agreed with NBGH Representative for every Project Co employee and Subcontractor employee.

(B) Ensuring that Project Co employees and Subcontractor employees are properly trained for the relevant Project Co Service:

(1) Ensuring Project Co employees and Subcontractor employees are licensed, trained and members of professional associations to an appropriate level commensurate with the responsibility of the post held and tasks required to be undertaken (including current C.P.R. skills, as required), including technical standards and safety authority (TSSA) certification for all industrial maintenance technician staff who maintain appliances fueled by natural gas, propane or fuel oil, with training records maintained and made available to NBGH for inspection upon written request; and

(2) Providing first aid training to at least the service standards contained within Regulation 1101 R.R.O 1990 (Ontario) of the *Occupational Health and Safety Act* (Ontario).

(C) Ensuring that Project Co employees and Subcontractor employees and managers are knowledgeable regarding the following issues:

(1) violence in the workplace;

- (2) fire and safety and all contingency plans;
 - (3) occupational health and safety responsibilities, and due diligence;
 - (4) workplace hazardous material information system (WHMIS);
 - (5) infection control;
 - (6) site orientation;
 - (7) confidentiality;
 - (8) human rights;
 - (9) *Freedom of Information and Privacy Protection Act* (Ontario);
 - (10) mutual respect;
 - (11) workplace harassment;
 - (12) emergency codes; and
 - (13) early return to work/transitional work programs.
- (D) Ensuring that all appropriate new Project Co employees and Subcontractor employees are familiarized with the use of the CMMS as part of their orientation training. Project Co shall ensure that NBGH Representative has updated, correct and timely information about the CMMS, which NBGH Representative can use to train and orientate NBGH staff about the CMMS, as required.
- (E) Ensuring that all Project Co employees and Subcontractor employees engaged in the delivery of the Project Co Services, in addition to the orientation program, are at all times properly and adequately notified, trained and instructed in compliance with relevant Applicable Law and Hospital Policies, and that information is recorded within their personal training records (including by way of continuing professional development) with regard to:
- (1) the task that Project Co employees and Subcontractor employees have to perform;
 - (2) the provisions of each Specific Service Specification

- relevant to the duties to be performed;
- (3) the job description and personal development plan;
 - (4) the Manuals established by Project Co, where relevant, to the Project Co Services;
 - (5) all relevant health and safety hazards, rules, policies and procedures established by Project Co concerning health and safety at work, as required in accordance with Applicable Law and Hospital Policies;
 - (6) fire precautions and fire procedures and other contingency plans established by Project Co;
 - (7) the need for Project Co employees and Subcontractor employees to show the highest standard of personal hygiene, courtesy and consideration at all times. Project Co employees and Subcontractor employees shall conduct themselves in a professional manner at all times;
 - (8) use of all machines relevant to their work areas;
 - (9) handling and usage of chemicals and other hazardous materials;
 - (10) proper lifting and handling techniques; and
 - (11) use of personal protective equipment.
- (ii) Proof of licences, qualifications and registrations required by Applicable Law shall be provided to NBGH Representative at the commencement of the Operational Term and on an annual basis thereafter. **GP07**

(f) ***Human Resource Matters***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Human Resource Matters three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:

- (A) Ensuring all Project Co employees and Subcontractor employees when on duty at the Facility:
- (1) are properly and presentably dressed in appropriate uniforms and work wear including protective footwear and protective clothing where required;
 - (2) maintain a high standard of personal hygiene commensurate with their allocated tasks; and
 - (3) wear identification badges as provided by NBGH at all times. The uniforms will be provided by Project Co, at the cost of Project Co, and will be dissimilar from NBGH uniforms and suitable for the Project Co Services carried out under the Project Agreement.
- (B) Having in place reporting procedures to NBGH with regard to Project Co employees and Subcontractor employees suffering from any illness which may compromise the health and/or safety of any NBGH employee, physician, patient or visitor and to identify instances of any Project Co employees and Subcontractor employees having knowingly had contact with any person with any illness which may compromise the health and/or safety of any NBGH employee, physician, patient or visitor.
- (C) Ensuring all Project Co employees and Subcontractor employees understand issues regarding employee/labour relations and that they conduct themselves according to the requirements and obligations of the applicable collective agreement(s) to promote good relationships with NBGH unions and employees.
- (D) Ensuring all Project Co employees and Subcontractor employees have a good command of the English language.
- (E) Ensuring all new Project Co employees and Subcontractor employees not commence work until the results of a recent signed Criminal Record Check Authorization is received, reviewed and proves satisfactory to NBGH policy. It is understood that employees being transferred to Project Co from the Hospitals will not be required to provide a criminal reference check.
- (F) Ensuring reporting procedures and contingency plans are in place with regard to its employees and Subcontractor employees suffering any infectious/defined illness contact with any person with infectious/defined illness or illness suffered

during/following holidays abroad.

- (G) In respect of all persons employed or seeking to be employed by Project Co, complying with all Applicable Law and Hospital Policies.

(g) ***Occupational Health & Safety/Risk Management***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Occupational Health & Safety/Risk Management three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:

- (A) Advising NBGH, in writing, of any shortfalls it becomes aware of outside of its defined areas of responsibility. The responsibility for the payment of any required work to correct such shortfalls shall be to the account of NBGH. Project Co is to work with NBGH to minimize such costs.
- (B) Ensuring compliance with Applicable Law, Hospital Policies, and all health and safety legislation. Producing a comprehensive health and safety manual and ensure it is available to, and used by, all Project Co employees and Subcontractor employees.
- (C) Administering and managing Project Co's compliance with its health and safety obligation insofar as they relate to the provision of the Project Co Services.
- (D) Advising NBGH of any breaches of Applicable Law and Hospital Policies related to occupational health & safety.
- (E) Ensuring all Project Co employees and Subcontractor employees are properly immunized and tested for influenza and TB skin test (in accordance with NBGH's occupational health and safety policies) and that proper immunization records are maintained.
- (F) Ensuring all Project Co employees and Subcontractor employees have received training in proper handwashing procedures.
- (G) Procuring the services of a safety adviser qualified to at least the Canadian registered safety professional (CRSP) level or equivalent to coordinate the production, amendment and updating of the health and safety procedures of Project Co and

the Subcontractors.

- (H) Ensuring that all Project Co employees and Subcontractor employees are offered immunization against Hepatitis B virus at no cost to the worker, upon request for all workers who have or may have occupational exposure to Hepatitis B virus.
- (I) Providing all Project Co employees and Subcontractor employees with suitable and appropriate personal protective equipment (gowns, face shields, masks, etc.).
- (J) Ensuring suitable first aid and first aid facilities are provided to all Project Co employees and Subcontractor employees, and ensuring name of on-duty first aider is clearly identified.
- (K) Maintaining and keeping up-to-date health and safety records and documentation and making these available for inspection by NBGH, or authorized Governmental Authorities, including, but not limited to:
 - (1) risk assessments in respect of all of the Project Co Services;
 - (2) manuals; and
 - (3) method statements.

(h) ***Applicable Law and Hospital Policies, Obligations and Legislation***

- (i) Project Co shall comply with all Applicable Law and Hospital Policies, **GP08** whether or not specifically identified in the Specific Service Specifications.
- (ii) Project Co shall, with respect to the use and disclosure of personal information, comply with the *Freedom of Information & Protection of Privacy Act* (Ontario) having due regard to guidelines published by the Office of the Information and Privacy Commissioner (Ontario), as well as Section 51 of the Project Agreement.
- (iii) Project Co shall submit, 2 times yearly, or as otherwise defined, a WSIB Certificate of Clearance.
- (iv) Project Co shall also comply with the provisions of the Project Agreement relating to the Personal Information described in Section 52 of the Project Agreement.

(i) ***Health Services Accreditation***

- (i) Project Co shall achieve within six months after the Substantial Completion Date and, thereafter, maintain at a minimum the Facility and all Facilities Management Services to Service Standards that are consistent with full accreditation by the Canadian Council on Health Services Accreditation. **GP09**
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(j) ***Contingency Planning***

- (i) Project Co shall participate in, and review annually (only to the extent of the obligations imposed by these General Management Services and Specific Service Specifications) with NBGH in the development of seamless contingency plans, which currently include code red (fire), code blue (cardiac arrest), code pink (neonatal cardiac arrest), code green (evacuation), code orange (disaster), code black (bomb threat), code yellow (missing patient), code white (aggressive behaviour), code brown (chemical spill), and code grey (air exclusion) for the safety and well-being of Project Co employees, Subcontractor employees, NBGH staff, physicians, patients, volunteers and visitors. **GP10**
- (ii) Project Co shall develop a contingency failure plan three months prior to the Scheduled Substantial Completion Date to ensure it is able to deliver all Project Co Services under the Project Agreement should there be a malfunction of the CMMS or an Availability Failure Event or Service Failure in any of the Plant Services or Utilities Management Services for which Project Co is responsible. **GP11**
- (iii) Project Co shall develop contingency failure plans three months prior to the Scheduled Substantial Completion Date in response to any, and all, utility and equipment failures that could result in the disruption of services to NBGH. This will include, but not be limited to, items such as electrical supply failure complete with standing generator failure, water supply failure, gas supply failure, multiple chiller/boiler failures, loss of central reverse osmosis water system, etc. **GP12**
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(k) ***Communications***

- (i) No later than three months prior to the Scheduled Substantial Completion Date, Project Co shall develop, maintain and implement a communications plan that includes: **GP13a**
- (A) A description of Project Co's approach to all communications aspects of the Project.

- (B) A description of Project Co's communications team, including the roles and responsibilities for each team member and any Subcontractors who will provide any aspect of the communications program.
- (ii) Project Co shall:
- (A) Update the communications plan on an annual basis or as reasonably requested by NBGH. **GP13b**
 - (B) Coordinate with NBGH in the implementation of the communications plan.
 - (C) Attend regular meetings with NBGH to discuss communication issues and developments.
 - (D) Produce monthly progress reports, which will include information on activities, public and media enquiries, any emerging issues, and actions taken in response to issues. **GP13c**
 - (E) Develop, in collaboration with NBGH, a crisis communication plan outlining roles and responsibilities for a list of potential crisis issues that could develop during the Project Term.
 - (F) Follow any guidelines provided by NBGH related to signage or advertising at the Site.
- (iii) NBGH will assume the lead communications role. NBGH will take primary responsibility for all communications matters and will be responsible for performing the following functions:
- (A) Providing identified, dedicated lead communications contacts with applicable skills and experience with 24/7 availability on applicable aspects of communications and issues management.
 - (B) Providing an identified, dedicated media-trained lead media spokesperson, with back-up media-trained personnel, as required with 24/7 availability on applicable aspects of communications.
 - (C) Acting as primary media contact for the Project.
 - (D) Providing final review and approval of all public communications materials.
 - (E) Communicating promptly with all relevant parties on crisis issues and communicating within 24 hours on general issues.

- (F) Maintaining and updating the Project website, as required.
 - (G) Providing coordinated updates to internal/ external stakeholders, as required.
 - (iv) Project Co will assume a supporting role with respect to communications related to the Project. Project Co will be responsible for performing the following functions: **GP14**
 - (A) Providing identified, dedicated communications contacts with applicable communications skills and experience with 24/7 availability.
 - (B) Providing identified, dedicated media-trained lead media spokesperson (with back-up media-trained personnel, as required) with 24/7 availability on applicable aspects of communications.
 - (C) Responding to communications issues in accordance with agreed timeframes.
 - (D) Reviewing and/ or providing communications and/ or technical materials reasonably requested by NBGH for website content.
 - (E) Updating internal/ external stakeholders, as required, including involvement and participation in community events.
 - (F) Providing the public/ media reasonable access to the Site for milestone events.
 - (G) Directing all media enquiries and interview requests to NBGH's lead communications contact.
 - (H) Maintaining a written record of all material public enquiries, complaints and communications and providing copies to NBGH's lead communications contact on a weekly basis (or immediately if urgent).
 - (I) Reporting to NBGH on communications matters on an agreed upon basis.
 - (J) During a crisis situation, ensuring and making available sufficient resources to effectively with NBGH and proactively manage and perform its communications responsibilities.
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(l) *Joint Technical Review*

- (i) At the end of each five-year period throughout the Operational Term, Project Co and NBGH, supported by the Independent Inspector and such technical resources as mutually deemed necessary, shall conduct a Joint Technical Review. The Joint Technical Review will assess the performance and effectiveness of both the preventative maintenance and lifecycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the approved Lifecycle Replacement Schedule and these Output Specifications.
 - (A) The current facility condition standard for each Joint Technical Review shall be based on the principle that each element of the Facility, the Listed Assets, and the Site shall be maintained in a condition which is consistent with due performance by Project Co. of its obligations under the Project Agreement.
 - (B) The Parties, acting reasonably, shall agree to a standard of normal wear and tear for each review period.
 - (C) During the last five years of the Operational Term, the Parties on mutual agreement may cancel the requirement for a Joint Technical Review deferring to the inspection provisions of Schedule 24 - Expiry Transition Procedure.
- (ii) The findings of the Joint Technical Review shall be documented in a written report (a Facility Condition Report) that:
 - (A) Identifies the condition of the Facility and each element for which Project Co. is responsible under the Project Agreement.
 - (B) Identifies any deficiencies to the technical standards and specifically, these Output Specifications and approved Lifecycle Replacement Schedule.
- (iii) Within 15 Business Days of receipt of the Facility Condition Report, Project Co shall prepare a remediation plan outlining its approach and schedule for rectification of any identified deficiencies.
- (iv) The Parties shall convene a meeting of the Facilities Management Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. If required, the Parties shall undertake a subsequent inspection of the remediation work completed by Project Co and issue a Revised Facility Condition Report.

- (v) The Scheduled Maintenance Plan and the Five Year Maintenance Plan, **GP15** including any lifecycle replacement and/or refurbishment works shall be amended and updated, as applicable, to include all remediation work identified in the Facility Condition Report and/or the Revised Facility Condition Report. Project Co shall rectify any identified deficiencies to the satisfaction of NBGH within a reasonable time period as approved by the Facilities Management Committee.

2.4 Performance Indicators

Performance Indicators Legend

FE Type	Category	Response	Rectification	Recording Frequency
AF= Availability Failure	A B C	N/A = Not Applicable		PR = Per Request D = Daily W = Weekly M = Monthly Q = Quarterly B = Bi-Annually A = Annually R = Randomly, At Any Moment In Time
SF = Service Failure	High Medium Low			

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
<i>Management & Administration</i>						
GP01	Project Co to update operational policies and procedures and practices with NBGH prior written consent every six months	SF	Medium	N/A	N/A	B
GP02a	Project Co shall maintain appropriate management & exception reporting; reports to be available to NBGH at all reasonable times.	SF	Medium	N/A	N/A	A
GP02b	Project Co will review at least annually the delivery of each of the Project Co Services and detail any changes it wishes to make to NBGH Representative. No changes to Project Co Service delivery standards will be accepted unless approved by NBGH Representative.	SF	Medium	N/A	N/A	A
GP02c	Information relating to internal and external public relations is to the agreed format and quality.	SF	Medium	N/A	N/A	PR
GP02d	Project Co will notify NBGH in the event of all life safety hazards as established in Project Co's Policy & Procedure Manual within five minutes.	SF	High	N/A	N/A	R
GP02e	Project Co staff will liaise with NBGH staff, external advisors and Governmental Authorities with respect to the Project Co Services.	SF	Medium	N/A	N/A	R
GP03	Site Manager (or designate) provided by Project Co at the Facility available and contactable 24 hours, 365(6) days/year who will provide overall coordination, maintain policies, QA system, and management control system as required.	SF	High	N/A	N/A	R

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
<i>Performance Monitoring</i>						
GP04	The Performance Monitoring Program is available to NBGH and captures the necessary information as detailed in these Output Specifications.	SF	High	N/A	N/A	PR
<i>Periodic Reporting</i>						
GP05	Periodic Performance Monitoring Report, as detailed in these Output Specifications, is carried out in accordance with the Performance Monitoring Program within 5 Business Days of the end of each month.	SF	High	N/A	N/A	M
<i>Recruitment and Orientation</i>						
GP06	All Project Co employees and Subcontractor employees have received orientation training prior to starting work with list and date of orientation conducted provided every 6 months.	SF	Medium	N/A	N/A	B
<i>Training and Ongoing Knowledge and Skills Development</i>						
GP07	Proof of licenses, qualifications and registrations provided for all Project Co employees and Subcontractor employees annually.	SF	High	N/A	N/A	A
<i>Applicable Law and Hospital Policies, Obligations and Legislation</i>						
GP08	Compliance with all Applicable Law and Hospital Policies, whether or not specifically identified in these Output Specifications.	SF	High	N/A	N/A	R
<i>Health Services Accreditation</i>						
GP09	Project Co to achieve Accreditation six months after Substantial Completion and thereafter, maintain the Facility and all Facilities Management Services to Service Standards that are consistent with Canadian Council on Health Services Accreditation at all times.	SF	High	N/A	N/A	R
<i>Contingency Planning</i>						
GP10	Project Co has participated in and reviewed annually all its contingency plans prepared in connection with these Output Specifications. This plan should be reviewed annually for consistency with NBGH plans.	SF	High	N/A	N/A	A
GP11	Project Co has at all times its own contingency plan in the event of a malfunction of the CMMS or an Availability Failure Event or Service Failure in any of the Works Project Co is responsible.	SF	High	N/A	N/A	PR
GP12	Project Co shall develop contingency failure plans three months prior to Scheduled Substantial Completion Date in response to any, and all, utility and equipment failures.	SF	High	N/A	N/A	PR
<i>Communications</i>						
GP13a	Project Co shall produce and issue to NBGH for approval an annual communications plan centred on	SF	Medium	N/A	N/A	A

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
	the likely issues that may impact on the Project Operations over the next 12 months.					
GP13b	Project Co shall update the communications plan on an annual basis or as reasonably requested by NBGH.	SF	Medium	N/A	N/A	A
GP13c	Project Co shall produce monthly progress reports, which will include information on activities, public and media enquiries, any emerging issues, and actions taken in response to issues.	SF	Medium	N/A	N/A	M
GP14	Project Co shall fulfill its supporting role with respect to communications related to the Project.	SF	Medium	N/A	N/A	R
GP15	Project Co shall rectify any identified deficiencies to the satisfaction of NBGH within a reasonable time period as approved by the Facilities Management Committee.	SF	High	N/A	N/A	R

3. PLANT SERVICES

3.1 General Requirements

- (a) In addition to complying with the applicable provisions set out in the General Management Services Specification, Project Co shall comply with the Service Standards and requirements of this Plant Services Specification.
-
- (b) Project Co shall provide Plant Services 24 hours per day, 365(6) days per year on a scheduled and demand basis as may be required to meet the Service Standards of this Plant Services Specification. Project Co shall:
- (i) Provide efficient, responsive, continuous, reliable, comprehensive and effective Plant Services, including maintenance of all buildings, building services, infrastructure, building fabric, mechanical and electrical services and building and property management, which are based on sound technical and operational requirements and standards in accordance with Good Industry Practice, in order to meet the operational needs of NBGH.
 - (ii) Ensure that the Plant Services do not cause or create any safety or environmental hazard at the Facility or on the Site.
 - (iii) Minimize disruption of NBGH operations.
 - (iv) Provide Preventative Maintenance and Demand Maintenance for specific items of Equipment as listed in Schedule 21 to the Project Agreement.
 - (v) Maintain a safe, compliant, functional, working, barrier-free, healing environment, applying the necessary available safe working practices, including the use of recognized risk assessment/management systems to ensure that standards are maintained and that any adverse variance is recognized and corrected.
 - (vi) Maintain the Grounds (excluding landscaping, gardening and snow removal which are NBGH responsibilities) to facilitate the smooth running of NBGH operations, including ensuring safe, logical, clear and barrier-free access to the Facility and across the Site at all times for all staff and patients/visitors in such a way as to promote a positive image of the Facility.
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- (c) Project Co acknowledges that there may be services or tasks to be performed that are not described herein, but are necessarily ancillary to the Plant Services Specification and these shall be performed by Project Co as part of the Project Operations.
-
- (d) The Project Co Service detailed within this Plant Services Specification forms one aspect of what will be a fully integrated and coordinated service; and Project Co will integrate and coordinate this Service Category with all other Service Categories to provide, from NBGH perspective, an integrated and complete facilities management solution.
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- (e) Project Co shall prepare a periodic Performance Monitoring Report in compliance with relevant aspects of this task outlined in Section 2.3(c) of these Output Specifications.
-
- (f) Project Co shall exercise competent supervision of the work at all times.
-
- (g) Project Co shall ensure that all requisitions for Plant Services may be completed electronically via the Plant Services Helpdesk (refer to Section 3.3(i)).
-
- (h) Project Co shall provide delivery functions (e.g., movement of equipment) as related to Plant Services.
-
- (i) Project Co shall be responsible for the identification and costs associated with the appointment of qualified independent agencies to undertake the testing and establishment of baseline measurements of systems performance at Substantial Completion with participation and approval by the NBGH Representative.

3.2 Scope of Service

- (a) Project Co shall provide comprehensive Plant Services consisting of eleven main elements as follows and, as defined in Sections 3.3(a) to 3.3(j) inclusive of these Output Specifications, in accordance with the Existing Design:
- (i) Statutory testing and permission to work
 - (ii) Building and equipment maintenance
 - (iii) Internal & external Facility condition/environment
 - (iv) Building management system (BMS) reporting requirements
 - (v) Fire management

- (vi) Elevators and vertical transportation services
- (vii) Grounds maintenance
- (viii) Plant Services information management
- (ix) Plant Services helpdesk services
- (x) Pneumatic tube system
- (xi) Quality monitoring

3.3 Service Requirements

(a) *Statutory Testing and Permission to Work*

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to statutory testing and permission to work prior to commencement of the Operational Term, which shall include, but not be limited to:
 - (A) Maintaining records of all statutory and regulatory tests which may be required to be carried out and attending upon and undertaking, where appropriate, insurance, statutory and regulatory tests which may be required by Applicable Law or NBGH insurers in liaison between Project Co management staff and NBGH management staff including, but not limited to:
 - (1) preparing boilers, elevators, etc. for regulatory and insurance company inspections;
 - (2) providing routine/regular testing of standby generators, standby domestic pumps, fire alarms, emergency lighting systems and exit signs and electrical distribution systems, medical gas systems, reverse osmosis system, etc. in accordance with recommended manufacturers guidelines and Good Industry Practice;
 - (3) providing testing and servicing of hand fire appliances (extinguishers, hoses, etc.);
 - (4) testing for legionella;
 - (5) providing testing, labeling and recording of all portable appliances, as required under Applicable Law with test results stored electronically and made available to NBGH on reasonable request. This shall include, but

not be limited to, the following tasks:

- (a) testing and certifying all portable test equipment, pressure gauges and recording equipment;
 - (b) testing and certifying all fixed instrumentation and taking any necessary action to repair, replace and adjust such devices, as required; or
 - (c) ensuring that all test equipment is itself tested and carrying the necessary valid certification.
- (B) Providing reports on a periodic basis to NBGH that provide a status and results of all testing and any rectification requirements to ensure compliance is achieved. **SP01**
- (C) Commissioning all new plant operations, systems and equipment, including those replaced under the Lifecycle Replacement Schedule, with prior review and approval of all commissioning procedures by NBGH. **SP02**
- (D) Conducting an annual review of all measurement and verification (M&V) processes defined in leadership in energy and environmental design (LEED™) guidelines. Any variances outside the allowances specified by the M&V plan will be investigated and corrected to bring the Facility back within specification. **SP03**
- (E) Conducting an annual review of maintenance manuals and concurrent updating of changes or notifications by manufactures/suppliers and reporting to the NBGH Representative on such changes annually. **SP04**
- (F) Applying to NBGH through management staff with a 10-day advance notice, for permission to work where any scheduled work may affect NBGH operations in a large or substantive way. Where disruptions are determined by Project Co to be minimal, shorter requests for permission may be made. **SP05**

In the event that a unit/department is in use by NBGH during the access times detailed in Table 1 below, NBGH may inform Project Co that Plant Services shall not be carried out in order to avoid disruption to NBGH operations. Project Co management staff shall liaise with NBGH management staff to agree upon an alternative time to carry out the service. Where Project Co subsequently carries out the service at the agreed alternative time, Project Co shall be deemed to have complied with carrying out the service.

Table 1: Access Times

Service Category	Access Times
Preventative Maintenance	As agreed with NBGH management staff at the time included in the Scheduled Maintenance Plan.
Demand Maintenance	As required to meet the relevant Service Response Time response and Rectification Times specified in Table 2.
Plant Services Information Management	As agreed with NBGH management staff at the time included in the Scheduled Maintenance Plan.
Fire Management	As agreed with NBGH management staff at the time included in the Scheduled Maintenance Plan.

(b) Building & Equipment Maintenance

(i) Project Co shall develop and implement appropriate operational **SP06** policies, procedures and practices, together with customer service philosophy, relative to Building Maintenance and Mechanical and Electrical Services Maintenance three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:

(A) Maintaining, including maintenance, repair, and updating, where appropriate, the following elements of the Site and Facility in accordance with the Service Standards and this Plant Services Specification including, but not limited to:

- all air conditioning and ventilation systems (including changing hepa filters)
- all directional, departmental and safety signage
- all electrical plant and equipment, including HV and LV systems
- all mechanical plant and plant areas
- all refrigerators and freezers
- all roofs
- all water storage, distribution and treatment systems
- any specialized drainage systems
- battery systems
- building alarm systems
- building and energy management systems
- catering and food distribution equipment
- chilling plant and chilled water storage and distribution systems
- chimneys and flues
- compressors and vacuum plant systems
- door hardware, including hinges, handles, security hardware etc. (excluding key control)
- elevators /dumbwaiters
- electrical systems
- electronic metering system
- equipment monitoring
- external lighting
- eyewash stations
- fire alarm and fire protection systems
- fire escapes and staircases
- fire equipment, fire doors, automatic holdbacks and emergency lights
- fixed and portable first aid fire fighting system
- fuel oil system
- heating and hot water systems
- high voltage and medium voltage distribution system
- hoppers
- indoor air quality
- interior and exterior painting
- internal electrical power and lighting installations

- isolation room air pressures/exchanges
- laboratory gas systems
- lightning conductor system
- main generator and auto-change oversystems and emergency power supply systems
- medical gas systems up to terminals, including anaesthetic scavengers
- natural gas systems
- pneumatic tube system
- pressure vessels, main boiler plant, and heat exchanger systems
- prevention of Legionella in all Project Co systems
- public address systems
- revenue metering system
- sanitary and storm water waste systems (including sewage lift stations, holding ponds, etc.)
- sanitary vent systems
- steam, hot water and pressurized pipe – work systems
- structured cabling
- thermal systems and distribution systems
- uninterruptible power supplies (UPS)
- waste disposal systems
- water treatment systems, excluding reverse osmosis system in renal dialysis

This list is not exhaustive and Project Co is to fully ascertain the total requirements based on Existing Design and Schedule 21 – Equipment to the Project Agreement.

- (B) Providing, purchasing and installing, unless otherwise stated, all requisite plant, equipment, apparatus and consumable items required for the proper execution of all work which Project Co is required to carry out under this Plant Services Specification; including scaffolding, crange, tackle, machinery, tools or other appliances and everything else necessary for the work, and shall be responsible for their conveyance, use, subsequent removal, making good and cleaning.
- (C) In maintaining the Facility, adhering to operations and maintenance principles in the use of products, processes and operating methodologies consistent with the initially applicable LEEDTM certification points.
- (D) Providing comprehensive and effective Preventative Maintenance and Demand Maintenance by way of a Helpdesk accessible by electronic requisitioning and/or other suitable means of communication such that any member of NBGH staff or any patient or visitor can report any failure in need of repair or any other matter which he or she believes to require Demand Maintenance at any time, on a day-to-day basis to meet the requirements of NBGH in all areas of the Site in accordance with this Plant Services Specification and the Service Standards, set out in Tables 4 - 9 inclusive, within the Service Response and Rectification Times set out in Table 2 below.

Table 2: Failure or Events Request for Service Categories, Completion Rates, Response and Rectification Times

Service Category/ Completion Rates ¹	Definition	Service Response Time	Rectification Time ²
STAT / 100%	Any event felt to be a life safety issue or serious enough to cause significant economic or environmental damage. Any request for a Project Co Service which is required to avoid a life safety event or an event serious enough to cause significant damage or disruption.	Immediately (5 minutes)	Within 1 hour (or as required by nature of repair)
Urgent / 95%	Any event required to be completed in the next hour as it will impact patient/ staff safety or pose a serious hazard to hospital equipment or supplies.	Call or arrive in person (5 minutes)	Within 12 hours (or as reasonably required by nature of repair and communicated to department making request)
Immediate / 90%	Any event required to be completed before end of shift as it could impact staff/patient safety or significantly impact staff productivity. This priority would also be used in the event that leaving the task for a future date could result in a loss of supplies or significant equipment damage.	Call or automated message sent indicating who request has been assigned to. (2 hours)	Within 24 hours dependent on temporary rectification (or as reasonably required by nature of repair and communicated to department making request)
Routine / 85%	Any event that is not seen as immediately detrimental and not causing significant operational problems. Any request for a Project Co Service that is not seen as immediately detrimental and not causing significant problems if not attended to.	Call or automated message sent indicating who request has been assigned to. (1 day)	5 days dependent on temporary rectification (or as reasonably required by nature of repair and communicated to department making request)
Scheduled Project / 98%	This priority would be associated with renovation requests that require planning, coordination and approval.	7 days	As agreed to

(E) Providing Preventative Maintenance and Demand Maintenance that shall regularly maintain, repair and replace, where necessary, all fire prevention/detection equipment, including fire safety systems and equipment, automatic fire detection and alarm systems, portable and fixed fire fighting systems and equipment, at the Facility as may be required from time to time to maintain all fire equipment in compliance with applicable legislation and any other regulations in force from time-to-time, including ULC standards S536 Inspection and Testing of Fire Alarm Systems. Where any such equipment requires replacement, Project Co shall replace such equipment with equipment of equivalent or higher standard.

¹ Demand Requisition completion rates are not to fall below an aggregate score of 95% in any given month.

² Repeated Rectification – For the fourth and subsequent event within a rolling 30-day period in which a given Service Standard is not met but is rectified within the Rectification Time described above, which failure to meet a Service Standard would (if not rectified) give rise to a Category B Availability Failure Event or Category C Availability Failure Event (as described in Schedule 20), the Rectification Time will be zero. This reduced Rectification Time will remain in effect until 30 days of compliance with this given Service Standard, after which the Rectification Time will revert to the value shown above.

- (F) Failures such as broken water lines and flooding are extremely rare and, therefore, if Project Co does not have staff on site on a 24 hour, 7 day a week basis, it must ensure that hospital staff are sufficiently trained to act as a first responder in appropriately shutting systems down to minimize damage in advance of Project Co intervention.
- (G) Establishing and maintaining suitable systems and procedures to ensure that all fire equipment is examined and tested and keep records of all tests and the dates thereof in an accurate and sufficiently detailed manner.
- (H) Whenever possible, avoiding the need for service diversions. Where diversions are necessary, Project Co management staff shall (other than in an Emergency) contact NBGH and gain approval to divert the same as required. The work shall be carried out with the minimum of interference to existing installations and the normal operation of the building.
- (I) Ensuring sufficient authorized persons, who are competent, suitably qualified persons and experienced, with appropriate trade certification, are available 24 hours a day 365(6) days per year.
- (J) Establishing and maintaining suitable systems and procedures to ensure that Maintenance Work is carried out at such times and in such manner that the Service Standards and regulatory requirements are met in relation to the Facility, Plant and Equipment. Project Co shall provide Maintenance Work, which actively reduces the risk of disruption to Hospital Services.
- (K) Providing Maintenance Work which shall include, but not be limited to:
 - (1) Site utility services (connections and on-Site infrastructure, including inspection and maintenance of sanitary sewers, storm drainage systems, water supply systems and appurtenances);
 - (2) interior and exterior fabric of the Facility so that they are properly and safely maintained and remain functional, safe, operationally sound and of good appearance;
 - (3) mechanical and electrical, communications and data network cabling, including heating, ventilation and air conditioning systems, hot and cold water system, pure

- water system, sanitary waste and storm water systems, fire alarm system, medical gases, vacuum and anaesthetic scavenging systems, electrical and cabling systems, such that they are properly and safely maintained and remain functional, safe and operational;
- (4) equipment and furniture as specified in Schedule 21 to the Project Agreement; and
 - (5) maintenance and on going testing, verification and calibration to ensure the building systems continue to perform as intended (e.g., of indoor air quality, space pressurization, etc., including by independent testing agencies).
- (L) Commissioning, inspecting, testing and monitoring building fabric and utilities, and all Mechanical and Electrical Services to ensure they are fully operational and compliant with Applicable Law, and Good Industry Practice.
- (M) Producing such reports as required by Applicable Law and other regulations, informing NBGH which statutory reports have been carried out and making available to NBGH copies of such reports.
- (N) Producing and issuing to NBGH for approval: **SP07**
- (1) Five Year Maintenance Plan for the Facility, including lifecycle maintenance, planned improvement and replacement programs, on every anniversary of the Project Agreement, from the Payment Commencement Date, in a format to be agreed between the Parties; and
 - (2) a detailed Scheduled Maintenance Plan produced annually in advance and available for review at all times. The plan shall include, but not be limited to, information relating to any implications arising from carrying out the Maintenance Work and its effects, if any, on the Hospital Services while work is in progress, including:
 - (a) all maintenance to be undertaken in that period;
 - (b) a list of all failures events, failure event analysis and corrective action plan, to comply with the requirements of this Specific Service Specification and Project Co's procedures in connection with the provision of Project Co

Services as previously agreed with NBGH;

- (c) details of testing (statutory, insurance company, and Legionella) and changes to established working practices that shall be undertaken during the following one year period; and
 - (d) details of life safety audits.
- (O) Including details of the forthcoming period's work in periodic meetings to be held with NBGH, including the following information:
 - (1) failure event analysis report(s);
 - (2) location of the Maintenance Work to be undertaken clearly identifying activities which are anticipated to cause disruption to NBGH operations;
 - (3) risk assessment, including health and safety, and manufacturer's recommendations;
 - (4) method statement;
 - (5) time period when the Maintenance Work is to be undertaken;
 - (6) asset conditions;
 - (7) resources/Subcontractors used; and
 - (8) permission to work required.
- (P) Providing a complete and comprehensive Demand Maintenance service, including a service giving technical and managerial support and advice 24 hours per day, 365(6) days per year. The service shall be consistently delivered, sensitive to clinical and patient care needs, and responsive to the changing health program requirements.
- (Q) Managing any capital development projects awarded to Project Co with no impact on the Project Co Services, and for those capital development projects not awarded to Project Co, working as a representative of NBGH as it relates to all Project Co Services.
- (R) Ensuring adequate levels of insurance are in place, in consultation with NBGH, for all service contracts held by, and

related to, the Project Co Services.

- (ii) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Equipment Maintenance as specified in Schedule 21 three months prior to the Scheduled Substantial Completion Date and/or three months prior to equipment installation and use, whichever comes first, which shall include, but not be limited to: **SP08**
- (A) Response and rectification to all equipment matters referenced in this Section 3.3(b)(ii) within the parameters stated in Table 2 above.
 - (B) Provide Preventative Maintenance for those specific items of Equipment as identified in Schedule 21 to the Project Agreement as FM Code AA and FM Code BB. Project Co will ensure that Preventative Maintenance will be performed by Project Co personnel with operator level training provided under Section 28 of the Project Agreement.
 - (C) Provide Demand Maintenance for those specific items of Equipment as identified in Schedule 21 to the Project Agreement as FM Code AA and FM Code BB. Project Co will ensure that Demand Maintenance will be performed or supervised by Project Co personnel with specialized training provided under Section 28 of the Project Agreement and who must also be familiar with the general operations of applicable equipment.
 - (D) For clarity, Project Co will not be responsible as part of the Project Co Services to maintain items of Equipment indicated as a NBGH responsibility in Schedule 21 to the Project Agreement.
 - (E) If Project Co reasonably believes that the nature of the repairs for a specific item of Equipment (FM Code BB) is outside the scope of Preventative Maintenance or Demand Maintenance (as applicable), then, subject to NBGH prior written agreement, acting reasonably, Project Co will arrange to have such items repaired or maintained by third party service providers. NBGH will be responsible for the direct, supplier invoice cost of third party repairs arranged under this Section, and to make payments directly to the suppliers for all resulting invoices.
 - (F) Project Co will maintain at its cost an inventory of basic and specialty parts related to the repair and maintenance of the

items of FM Code AA Equipment that Project Co is required to maintain hereunder, as recommended by the manufacturer.

- (G) Project Co will be responsible for the direct, supplier invoice cost of all basic and specialty parts related to the repair and maintenance of FM Code BB Equipment and will make payments directly to the suppliers for all resulting invoices. Project Co will invoice NBGH for these spare parts on a monthly basis.
- (H) Project Co shall compile and maintain the following information in respect of Equipment and maintenance service records and activities:
 - (1) number of requests on CMMS by type as defined in Table 2 of these Output Specifications;
 - (2) description of Equipment (including a unique numerical equipment identifier (such as the tagging identifier that is in place on all NBGH transferable equipment), category, condition/age and equipment item number);
 - (3) description of maintenance provided and time spent to rectify;
 - (4) who performed the maintenance (i.e., Project Co, third party provider, or manufacturer's service representative under warranty);
 - (5) direct cost of maintenance, including parts, or third party provider's invoiced cost;
 - (6) Project Co commentary on how the maintenance could be better handled in the future (e.g., if the maintenance were done by a third party provider, could it have been done by Project Co personnel if they had received additional training, parts or personnel); and
 - (7) based on such service records, Project Co will keep a list of such Equipment that it believes should be replaced or removed from use by reason of being beyond its useful life or non-repairable, which list the Parties will periodically review. If NBGH agrees, acting reasonably, that particular FM Code BB items are beyond their useful life or non-repairable, or potentially dangerous if continued to be used by patients, staff, volunteers or visitors, then NBGH will fund their

replacement.

- (I) Within a reasonable time after each anniversary of the Substantial Completion Date, the Parties will meet and review the information referred to in items 3.3(b)(ii)(H) above. The Parties will consider as part of their review issues such as personnel, training, parts, third party provision of maintenance and any other matters pertaining to Equipment.
- (J) Project Co shall maintain all Equipment as required by these Output Specifications and manufacturer's recommendation, unless otherwise mutually agreed with NBGH.
- (K) NBGH and Project Co shall both maintain inventory listings of Equipment for which they are respectively responsible in a format similar to Schedule 21 to the Project Agreement, and include the date of disposition or removal from service.

(c) ***Internal & External Site and Facility Condition/Environment***

- (i) Project Co must deliver the Plant Services to the standard identified in this Specification having regard to the Site and the internal and external environment of the Facility including, but not be limited to:
 - (A) Maintaining the Site and Facility. **SP09**
 - (B) Keeping the mechanical ventilation systems (including supply, return, exhaust, fume cupboards and other local ventilation systems) functioning as intended in the Existing Design with the correct supply air volumes, return air volumes and exhaust air volumes within the tolerances outlined in Table 7 of these Output Specifications. **SP10**
 - (C) Keeping the effectiveness of the air filters at or above the level of performance as intended in the Existing Design, and operating within the parameters outlined in Table 7 of these Output Specifications. **SP11**
 - (D) Keeping the humidity control systems functioning as intended in the Existing Design with the correct return air humidity servicing the space (or space humidity where applicable) as outlined in Table 7 of these Output Specifications. **SP12**
 - (E) Keeping the relative pressurization of selected rooms as defined in Table 7 of these Output Specifications and as intended in the Existing Design. The basis of measurement will be as established in the notes to Table 7 of these Output **SP13**

Specifications and the points of measurement will be as established by an NBGH appointed independent agency, adequately qualified, using visual smoke tests.

- (F) Keeping the defined Functional Areas in the Existing Design and in Table 7 within the temperature control tolerances from setpoint and within the permissible room temperature setpoint adjustment range as defined in Table 7 of these Output Specifications. **SP14**
- (G) Not exceeding the maximum sound levels defined in the Existing Design and in Table 8b of these Output Specifications for the background noise level in each Functional Area as established by an NBGH appointed independent agency, adequately qualified. **SP15**
- (H) Conforming with or exceeding the baseline measurements established at Substantial Completion for the acoustic performance of the Facility as defined in Table 8c of the Output Specifications as established by an NBGH appointed independent agency, adequately qualified. **SP16**
- (I) Conforming with or exceeding the baseline measurements established at Substantial Completion for the vibration level performance as defined in Table 9 of these Output Specifications and as established by an NBGH appointed independent agency, adequately qualified. **SP17**
- (J) Ensuring all lighting systems remain fully functional, safe, and are maintained to provide illumination levels based on a light loss levels of no more than 85% of benchmark levels established at Substantial Completion to be established by an NBGH appointed independent agency, adequately qualified. **SP18**

(K) Ensuring the public address system operates as designed in consultation with the Design Team. **SP19**

(L) Ensuring all construction/renovation work conducted within the Facility is carried out in compliance with the latest revision of CSA Standard 317.13 titled Infection Control During Construction or Renovation of Health Facilities. **SP20**

(d) ***Building Management System (BMS) Reporting Requirements***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to these Building Management System Reporting

Requirements three months prior to Substantial Completion, which shall include, but not be limited to:

- (A) Maintaining the BMS specified in the Existing Design.
- (B) Upon the occurrence of any event nominated by NBGH, the BMS will automatically and immediately notify the nominated Hospital staff of the incident particulars. Such incidents will include, but not be limited to:
 - (1) changes in the temperature of the blood fridges outside the acceptable range;
 - (2) changes in the temperature of the body freezer and body fridge outside the acceptable ranges in the morgue;
 - (3) changes in the temperature of pharmacy fridges outside the acceptable range;
 - (4) changes in the status of laboratory cold rooms outside the acceptable range;
 - (5) where an alarm is triggered in accordance with an event covered by the Fire System;
 - (6) other installed alarms as notified by NBGH from time-to-time; and
 - (7) where hardware is in place, provide alarms as notified by NBGH.
- (C) Providing for the BMS to initiate an alarm related to the occurrence of a nominated event when requested by NBGH.
- (D) Linking the occurrence of a nominated event to the paging system when requested by NBGH. NBGH may nominate any number of Hospital staff to be notified, via the paging system, of the occurrence of a nominated event.
- (E) Ensuring that the BMS initiates the appropriate alarms as specified in Section 3.3(d)(i)(B) of this Plant Services Specification. **SP21**
- (F) Providing NBGH direct access to the following BMS reports on a continuous basis:
 - (1) critical incident failures;

- (2) daily, weekly, periodic status reports;
 - (3) exception report by element status;
 - (4) time of occurrence, response and rectification; and
 - (5) any other requirement of Project Co or NBGH to ensure that all systems are functioning effectively.
- (G) Providing NBGH with the BMS Reporting requirements as specified in this Section 3.3(d), as well as providing full system access to NBGH for running of any desired adhoc reports. **SP22**

(e) ***Fire Management***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Fire Management, three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:
 - (A) Preparing a comprehensive Fire Management Plan which shall include, but not be limited to, the following: **SP23a**
 - (1) collaborating with NBGH within timelines set out by applicable national and provincial codes and/or other Applicable Law, or where these are not stated within reasonable periods of time, to agree to all emergency procedures and contingency plans as these shall relate to the provision of the Project Co Services and Project Co's responsibilities as set out in the Project Agreement;
 - (2) based on communications with and approval by NBGH, establishing and implementing procedures for fire drills on all work shifts in liaison with the fire authority, or as required by Applicable Law in relation to the Facility. Project Co's nominated fire officer (a management employee) shall liaise with NBGH Representative in respect of procedures for the evacuation of buildings in the event of fire. Project Co shall ensure that fire drills are carried out as agreed with the fire authority or as may be directed by the NBGH fire officer or other authorized person;
 - (3) developing recovery policies that reflect the whole approach to contingency and NBGH disaster recovery, and that are linked to security policies, both addressing

basic defense requirements, to ensure the stability and continuity of NBGH operations and services.

- (4) developing evacuation policies that respond to a variety of emergencies, including fire, explosions, floods, earthquakes, hurricanes, tornadoes, toxic material releases, radiological and biological accidents, civil disturbances and workplace violence, and that include, but are not limited to, the following:
 - (a) conditions under which an evacuation would be necessary;
 - (b) conditions under which it may be better to shelter-in-place;
 - (c) a clear chain of command and designation of the person in your business authorized to order an evacuation or shutdown;
 - (d) specific evacuation procedures, including routes and exits;
 - (e) specific evacuation procedures for high-rise buildings;
 - (f) for employers;
 - (g) for employees;
 - (h) procedures for assisting visitors and employees to evacuate, particularly those with disabilities or who do not speak English;
 - (i) designation of what, if any, employees will remain after the evacuation alarm to shut down critical operations or perform other duties before evacuating;
 - (j) a means of accounting for employees after an evacuation;
 - (k) special equipment for employees; and
 - (l) appropriate respirators.
- (5) ensuring that Project Co and NBGH staff shall, if at any time they believe that any matter constitutes a fire risk,

report this immediately to Project Co's nominated fire officer and take such remedial action as may be necessary;

- (6) ensuring that all Project Co staff are given fire safety instruction/ education in compliance with Applicable Law. Project Co will review their training plans with NBGH to allow for collaboration in training as appropriate;
- (7) ensuring that emergency vehicles have access to the Facility and to the faces of the buildings. Project Co shall ensure alternative fire paths are used where roads do not give the required access. Project Co shall ensure all fire access is agreed with NBGH and the fire department, and is in accordance with Applicable Law. Project Co shall ensure use of hatched road markings to help to prevent misuse of emergency vehicle access routes;
- (8) ensuring that there is minimal interference to access routes for emergency vehicles, including ambulances. In addition, congestion and speed restriction measures shall be avoided on any access routes required by the fire department. Fire department access-routes shall be clearly sign-posted; and
- (9) NBGH, in collaboration with Project Co, shall ensure that all on duty security staff shall attend and provide whatever assistance is necessary to all reports of fire in any areas of the Facility in support of NBGH, the fire response team, and/or the automated electronic paging system. This shall include, but not be limited to:
 - (a) responding to a fire alarm;
 - (b) reporting blocked fire access routes to the Helpdesk;
 - (c) assisting portering staff in limiting unauthorized access to the scene of the fire;
 - (d) assisting in the evacuation of the affected areas in the event of fire; or
 - (e) liaising with external agencies, including the fire department, as part of its response in relation to

an incident.

- (10) preparing an annual written report for NBGH providing the following information on the Site: **SP23b**
- (a) confirmation that the Facility, including, but not limited to, fire compartmentalization design, provision of escape routes and provision of fire fighting equipment and systems, complies with the requirements of Applicable Law relating to fire safety;
 - (b) confirmation that procedures for which Project Co is responsible, including emergency procedures and contingency plans, as these relate to the Fire Management Plan agreed with NBGH, comply with the requirements of Applicable Law relating to fire safety;
 - (c) current status of fire alarm system certification; and
 - (d) all circumstances where Project Co believes, using due skill and care, NBGH is conducting its activities in a way where there are non-compliances with Applicable Law relating to fire safety.
- (ii) For the avoidance of doubt Project Co shall have a sole obligation to maintain in readiness and implement where necessary, contingency plans should any of the fire safety systems in the Facility fail to function as intended.

(f) ***Elevators and Vertical Transportation Services***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to elevators and vertical transportation services prior to commencement of the Operational Term, which shall include, but not be limited to:
- (A) Passenger and service elevators
 - (B) Associated elevators motor rooms
 - (C) Dumbwaiters

- (D) Escalators (if any)
- (E) Each elevator shall be maintained so as to achieve the Service Standards for Elevator Availability as detailed in this Plant Services Specification. For these purposes, Elevator Availability is defined as: **SP24a**
- (1) Elevator Availability (%) = (Total Time – Down Time) x100 / Total Time.
- Where:
- Down Time is the time during which the elevator is unavailable for normal use. It should be noted that the time for which the elevators are out of use while they are being maintained contributes to the Down Time.
- Total Time is the total time for which the elevators should be in use, which is 24 hours per day, 365 days per year.
- (F) Project Co shall immediately respond (as defined in Table 2) to all elevator alarms or telephone calls from an elevator and initiate the required action to rectify faults and release occupants.
- (G) Project Co should have personnel on Site to immediately attend to minor elevator faults and release occupants as soon as practicable given the nature of the fault.
- (H) In meeting this Plant Services Specification, the elevators will be maintained so as to operate as specified in the Existing Design.
- (I) In the event of mechanical failure, elevator occupants must be released from the elevator as soon as practicable and in any event within a half hour if the failure occurs or subsists during the period from 8:00 a.m. to 5:00 p.m. and within one hour otherwise. **SP24b**
- (J) Elevator Availability for any one elevator shall be 99.0% as measured each month. **SP24c**
- (ii) In no case will routine maintenance or elevator failure be allowed to take out of service more than the following elevators by category:
- (A) 2 of 4 service elevators servicing NBGH;

- (B) More than 1 of the service elevators servicing the central processing department and operating rooms in NBGH;
- (C) 1 in each bank of public/passenger elevators in NBGH; and
- (D) 1 of 3 public/passenger elevators in NEMHC.

(g) ***Grounds Maintenance***

- (i) NBGH will be responsible for all horticultural, landscaping and gardening maintenance, including lawn cutting, tree/shrub maintenance, flower and flower bed maintenance, etc., as well as snow removal, while Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy relative to civil, mechanical and electrical Grounds Maintenance three months prior to the Scheduled Substantial Completion Date, which shall include, but not be limited to:
 - (A) Providing a schedule for the Preventative Maintenance Work and Demand Maintenance related to Ground Maintenance based on a periodic maintenance program. Project Co shall identify and schedule all preventative work, the nature of the work and the affected area(s) in a program format agreed with NBGH Representative. The program shall also highlight areas where NBGH or Project Co's cooperation is required before work can be started for example in areas where car parking areas may need to be temporarily closed.
 - (B) Ensuring all external areas of the Facility are sound, safe, tidy and maintained in accordance with the Service Standards described in Table 6 and Response and Rectification Times in Table 2 of these Output Specifications. **SP25a**
 - (C) In complying with Table 6 of this Plant Services Specification, Project Co will protect from damage, all existing and new plants, Site services, curbs, paving, structures, finishes and any other features, during the course of providing the Project Co Services.
 - (D) Maintaining all records, showing areas occupied, status, materials used, activities carried out and date of activity and conducting inspections to ensure that all areas are in good order. **SP25b**
 - (E) Developing, documenting and maintaining procedures required for the effective operation of the roads and paths activities to ensure availability of access to all essential areas for all

services.

- (F) Complying with or exceeding all Ministry of Transportation regulations and/or all municipal, provincial or federal regulations related to all Project Co equipment and vehicles utilized in the performances of services, including, but not limited to, lighting, signage and license.

(h) ***Plant Services Information Management***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Plant Services Information Management three months prior to Substantial Completion, which shall include, but not be limited to:

- (A) Providing a comprehensive, computerized Plant Services Information Management System that shall include:

- (1) maintaining Plant Services records and information;
- (2) providing Plant Services information to authorized persons or Governmental Authorities;
- (3) administrating Plant Services information and business;
- (4) providing hardware and software to run relevant systems meeting NBGH interfacing standards;
- (5) ensuring that with any upgrade of software Project Co is compatible with NBGH systems and, if not, paying for the upgrade of NBGH systems to meet the requirements. Conversely, NBGH will be required to pay for the upgrade of Project Co's systems should NBGH upgrade or change systems and create incompatibilities with Project Co's software or systems. Ensuring that all Project Co staff or users of specific software/ systems are trained and competent to meet the requirements; and
- (6) ensuring backup and storage, in safe custody, of the data, materials and documents in accordance with Good Industry Practice with processes/procedures to be defined by Project Co and approved by NBGH.

- (B) Collecting, managing and updating all Plant Services records and information on behalf of NBGH. This shall include but not be limited to the information regarding:

- (1) Physical characteristics of the Plant and Equipment including, but not limited to:
 - (a) the description and address of the Facility;
 - (b) all area and buildings volume data;
 - (c) condition surveys;
 - (d) all location plans, boundaries and titles relating to the Site; and
 - (e) up-to-date CAD drawings for both the Site and Facility and the Project Co Services, which are to be linked to NBGH systems to current CAD standards. Ensuring that all systems provided are compatible for access of information by the NBGH Representative and Project Co.

- (C) Ensuring all CAD and As Built Drawings are kept up to date and a new set of drawings is to be provided to NBGH in the format requested semi-annually, where changes have occurred. Otherwise NBGH is to be advised that no changes have occurred and that the drawings remain current for the forthcoming period: **SP26**

- (D) Maintaining records and details of legal or equitable interests in or rights over the Facility or Site and, in addition, Project Co shall retain to keep safe all original documentation relating to any such rights or interests.

- (E) Maintaining records and details of specific license requirements where Project Co is responsible for obtaining such licenses. Where NBGH is responsible, Project Co shall only be obliged to maintain records that have been provided to it by NBGH.

- (F) Ensuring test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) shall be maintained accurately and shall be updated appropriately and shall be available for inspection by NBGH or any other relevant party.

- (G) Using data and communications systems which are compatible with NBGH systems at all times.

- (H) Ensuring all information and records are complete, precise and clearly identifiable. All such information shall be available for inspection at the reasonable request of NBGH Representative or

any other relevant authorized person.

- (I) Maintaining hazard notices and safety signs including those issued by NBGH, maintaining a record of all such hazard notices and safety signs and putting in place procedures to ensure they are located and displayed correctly, and are fully serviceable. **SP27**
- (J) Preparing and supplying all information reasonably required by any person, firm or Governmental Authority to which NBGH is obliged to present information at any time in relation to the performance of the Plant Services. **SP28**

(i) ***Plant Services Helpdesk Services***

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to Plant Services Helpdesk Services three months prior to Substantial Completion, which shall include, but not be limited to: **SP29**
 - (A) Providing Helpdesk Services 24 hours a day, 365(6) days a year, with provisions for backup if required, which shall form the day-to-day notification interface between NBGH and Project Co and any of its Subcontractors in relation to the following matters:
 - (1) all enquiries and service requests for assistance relating to the Project Co Services;
 - (2) the notification of Availability Failure Events, Service Failures and complaints or compliments from any user relating to the Project Co Services;
 - (3) service requests mutually agreed for temporary changes to the delivery and scope of any Project Co Service, which shall not be a Variation; and
 - (4) monitoring of alarm systems.
 - (B) Updating progress regarding any Availability Failure Events or Service Failures notified to Helpdesk.
 - (C) Following the completion of the user instructions, ensuring all users and other persons are familiar with these Helpdesk instructions.

- (D) Making the initial determination and categorizing each and every Service Request, Availability Failure Event and Service Failure using the classification protocol outlined in Table 2 and recorded in a mutually agreed work order program management matrix similar to the example provided in Table 3 below, which will ensure the continuous operation of the Facility in its delivery of services to the community, such that there is no deterrent to the Hospital Services or risk to NBGH patients, staff, volunteers or visitors.
- (E) Updating the instructions provided to NBGH from time-to-time, as necessary.

Table 3: Example Work Order Prioritization Matrix

Legend
 1 – STAT within 1 hr
 2 – URGENT within 2 hrs
 3 – within 24 hrs
 4 – within 5 days
 5 – scheduled project

Maintenance Request	Comment	Patient Care Area Priority	Non-Pt Care Area Priority
Addressograph not working	only accept repairs unit clerks are to order & replace ink	2	~
Alarms	specify what type of alarm	1	1
Back flow not working		2	2
Baseboard is loose		4	4
Bed not working	can this bed be replace?	1 if pt can't move – 3 if pt is ambulatory	
Blanket warmer not working		2	~
Breaker problem		1 critical equip only	2 – 3 for other
Breaker problem		1	1
Bulletin board to hang/move		4	4
Burning smell		1	1
Call bell ringing in wrong unit		2	~
Call bells not working	specify main patient room, washroom or shower	1	~
Ceiling leaking	specify if leak slow, fast, or possibly condensation	1	1
Ceiling tile missing		4	4
Chair brakes not working	specify which chair, ask caller to label it	4	~
Chair needs repair		4	4
Circulation not working		2	3
Clock behind / stopped	critical areas BSU, OR, Emerg, ICU, PACU	1 critical areas	2 – 4 for other

Maintenance Request	Comment	Patient Care Area Priority	Non-Pt Care Area Priority
		only	
CSA check appliance (safety check)		3	3

(F) Maintaining, as part of the Helpdesk Services, a daily electronic log of all Service Requests and calls reporting Availability Failure Events and Service Failures on the CMMS. The Helpdesk shall record all relevant details, including, but not limited to, the following information: **SP30**

- (1) Helpdesk operators name;
- (2) requester's name;
- (3) date and time;
- (4) location;
- (5) nature of the request, Availability Failure Event or Service Failure, and the response required;
- (6) category (see Table 3);
- (7) unique request reference identifier;
- (8) service provider and contact name to which the request was passed;
- (9) date and time request passed to the relevant Subcontractor;
- (10) action taken and by whom; and
- (11) Service Response Time and Rectification Time.

(G) Ensuring not to delete or alter any details recorded by the Helpdesk unless approved by NBGH Representative or designate and the following information is recorded: **SP31**

- (1) the exact nature and impact of the amendment;
- (2) the reason for the amendment; and
- (3) by whom the amendment was authorized.

(H) Ensuring that, in the event of emergencies, at whatever time, **SP32**

the Helpdesk personnel assist in raising the alarm, reporting the incident to internal and external authorities, coordinating the Service Response Time and logging the details.

- (I) Ensuring the Helpdesk personnel answer all telephone calls within 4 rings of the telephone, and are kept on hold no more than two minutes. **SP33**
- (J) Maintaining confidentiality consistent with the policy established by NBGH and implemented by Project Co. **SP34**

(j) ***Pneumatic Tube System***

- (i) ProjectCo shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to the pneumatic tube system prior to commencement of the Operational Term, which shall include, but not be limited to:

- (A) The pneumatic tube system shall be maintained so as to achieve the Service Standards for Pneumatic Tube System Availability/Reliability as detailed in this Plant Services Specifications and as defined in Table 10. **SP35**
- (B) In meeting this Plant Services Specification, the pneumatic tube system will be maintained so as to operate as specified in the Existing Design.

(k) ***Quality Monitoring***

- (i) Project Co shall conduct a customer satisfaction survey, including mutually agreed survey questions, a minimum of twice a year (ideally, in October/November and April/May of each year). **SP36**
- (ii) Project Co shall provide all testing and maintenance as required by Applicable Law, as appropriate to meet Good Industry Practice and, as required, to ensure compliance with the performance requirements of the Project Agreement. **SP37**

The following tables outline some general items to be monitored and they are not meant to be inclusive of all the inspections that are required by an effective maintenance program.

Table 4: Service Standards, Building & Equipment

Element	Standard
General	<ul style="list-style-type: none"> In general, all elements of building fabric, fixtures and fittings, floor and floor coverings, and furniture and equipment shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear, which is in turn subject to refurbishment obligations.
Building Fabric, External Including, but not limited to: <ul style="list-style-type: none"> External walls, doors, screens, canopies, glazing and windows Roof Fire escapes Walkways Safety barriers Balconies Eaves, soffits, fascia Chimneys/flues 	<ul style="list-style-type: none"> Sound secure and weatherproof where appropriate. Free from damp penetration or spalling. Claddings, copings and parapets, soffits/fascia are structurally sound and secure. Free from vermin and/or pests. Chimney stacks/flues are structurally sound and secure and flue is free from blockages/excess soot. Free from debris, moss growth and bird droppings. Thermographic scans (and cut samples, if necessary) to confirm roof system is watertight. These will be repeated every 3 years with appropriate repairs made based on the results.
Building Fabric, Internal Including, but not limited to: <ul style="list-style-type: none"> Internal walls Doors, glazing, screens, cabinetry Partitions Ceilings Elevators, escalators, dumbwaiters Pneumatic tube Floors 	<ul style="list-style-type: none"> Free from structural cracks and/or deflection. Free from insect infestation and vermin. Free from dampness and mould. Free from undue damage and of reasonable appearance for location. Comply with the requirements set out in the chartered institution of building services engineers (CIBSE) guidelines. Free from asbestos and other hazardous materials. Ensure volatile off gassing (VOG) meets LEED requirements. Free from volatile off-gasing which might not meet LEED accreditations
Fixtures and Fittings Including, but not limited to: <ul style="list-style-type: none"> Doors (external, internal and fire) Glazing, screens, cabinetry Windows and sills Hatches Vents Shelving Cupboards Railings Racking Notice boards Mirrors Balustrades Magnetic door holders Roll-shut screens 	<ul style="list-style-type: none"> Operate as intended, in a safe way, without making undue noise and without including observable stains on hinges, locks, catches and handles, & without binding, rubbing or catching in any way. Reset after tripping, if required. Shall function as intended, and shall be free from all but minor surface blemishes and wear and tear. Luminescent strips, signs, notices, warning signs where appropriate are intact, legible and illuminated where appropriate. Free from corrosion.
Floor and Floor Coverings	<ul style="list-style-type: none"> The floor coverings are complete, in accordance with the Technical Requirements. The floor covering fully fixed to the floor so as not to cause health & safety hazard. The floor/floor covering is free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard. Floor coverings/surfaces shall be maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheeled beds trolleys, wheel chairs and any other wheeled vehicle in use in the Facility. Allow adequate drainage where necessary. Free from pests.

Element	Standard
Decorative Finishes Including, but not limited to: <ul style="list-style-type: none"> • Paintwork • Fabric • Special finishes applied to walls, ceilings, woodwork, metalwork, pipework and other visible elements) 	<ul style="list-style-type: none"> • Decorative finishes are complete according to their specification. • Free from all but minor surface blemishes or undue wear and tear. • Free from cracks, or any other surface degradation inconsistent with a building maintained in accordance with Good Industry Practice.
Equipment & Furniture	<ul style="list-style-type: none"> • Is free from splits, cracks, and other defects (including squeaks) and is free from all but minor surface blemishes or undue wear and tear. • Will be maintained in accordance with Applicable Law. • Will be maintained in accordance with manufacturer's requirements.
Artwork/Sculpture	<ul style="list-style-type: none"> • Secured from theft or vandalism where appropriate.

Table 5: Service Standards, Systems

Element	Standard
General	<ul style="list-style-type: none"> • In general, all elements of building systems, including the elements outlined below, shall at all times be functional, operational and satisfy the Existing Design and the Technical Requirements.
Emergency Power Supply System	<ul style="list-style-type: none"> • Standby power supply shall be operational, secure and tested regularly in compliance with standards CSA Z32.4 and CSA C282 and free from dust. • Batteries shall be adequately ventilated, free from acid leakage; batteries shall be topped up and fully charged.
LV Distribution System Including, but not limited to: <ul style="list-style-type: none"> • Distribution equipment and protective devices fuse switches • Isolators • Distribution boards • Fuses • MCB's, ACB, ELCB's and RCE's • Exposed distribution cables 	<ul style="list-style-type: none"> • Ratings shall be clearly marked. • Secure to authorized access only. Recording instruments operational where necessary. • Provide lock out procedure. • Thermographic scans (utilizing thermal imaging camera's) taken every 3 years after substantial completion. This frequency may be increased if problem areas are encountered. • Do injection testing at least every 2 years. • Test all alarm functions. • Identification notices where necessary.
HV Distribution Systems Including, but not limited to: <ul style="list-style-type: none"> • Distribution equipment • Isolators • Distribution units • VCBs, ACBs and ELCBs • Outdoor Substation • Ground grid 	<ul style="list-style-type: none"> • Ratings shall be clearly marked. • Secure to authorized access only. • Recording instruments operational where necessary. • Provide lock out procedure. • Provide coordination study after initial installation and after every significant change or at minimum every 10 years. • Identify all current transformer and potential transformer ratios. • Thermographic scans (utilizing thermal imaging camera's) taken every 3 years after substantial completion. This frequency may be increased if problem areas are encountered.
Hot & Cold Water Systems	<ul style="list-style-type: none"> • Deliver water at the temperatures (43°C in patient areas and 60°C in all other areas) and flow rates as required to serve the Facility needs without undue noise and vibration. • Taps, valves and other related fittings and fixtures function as intended. • Pipework and fittings shall be fastened securely to their intended points of anchorage. • There shall be no drips or leaks of water from pipework, taps, valves and/or fittings.
Heating, Ventilation and Air Conditioning Systems Including, but not limited to: <ul style="list-style-type: none"> • Fume hoods • Humidifiers • Heaters 	<ul style="list-style-type: none"> • All ventilation systems shall function as intended without undue noise or vibration. • Air changes and ventilation levels as required, fully in accordance with the Existing Design and the Technical Requirements. • Ductwork, fittings and pipework shall be securely fastened to their intended points of anchorage.

Element	Standard
<ul style="list-style-type: none"> • Ductwork • Heat recovery wheels • Mixing boxes and dampers • Coolers • Inlet/outlet grilles • Refrigeration plant • Cooling towers (and other local ventilation systems) • Boilers • Fans • Air handling units 	<ul style="list-style-type: none"> • There shall be no persistent or unreasonable leakages of water (or other heating/cooling medium) or air from ventilation systems. • Cleanliness verification with technology utilized and frequency applied to be specified by Project Co and agreed to by NBGH. • Secure to authorized access only. • Free from corrosion, erosion and organic growth.
Conveying Systems	<ul style="list-style-type: none"> • Pneumatic tube system operates to the manufacturers and NBGH requirements as determined from time to time. • Elevators/dumbwaiters operate to Manufacturers and NBGH Technical Requirements, as determined from time-to-time. • Disinfection following spills in the conveying systems will be undertaken when a canister carrying any biological agent is believed to have opened in the tube system. The system should not be down longer than specified by the manufacturer for this type of work.
Sanitary and Other Drainage Systems (Including all sanitary ware and associated fittings)	<ul style="list-style-type: none"> • Shall function as intended, without undue noise and vibration (including all sanitary ware and associated fittings). • Shall ensure the storm water management system is maintained to provide the required quality of water entering adjoining streams and municipal drainage systems. • All pipework and fittings fastened securely to their intended points of anchorage. • There shall be no leakage of waste and/or foul water and/or rainwater.
Fire Management Systems	<ul style="list-style-type: none"> • Fire extinguishers and other fire fighting equipment shall be maintained in accordance with relevant codes and standards (e.g., CSA Standards).
Medical Gas Systems	<ul style="list-style-type: none"> • Medical gas systems shall be maintained in accordance with all relevant codes and standards.
Communications Systems	<ul style="list-style-type: none"> • The communications systems shall be maintained in accordance with all relevant codes and standards. • All electrical communications and data transmission installations to comply with relevant codes and standards (e.g., CSA Standards). • Fully operational within manufacturer's recommendations. Shall function as intended.
Electrical Systems Including, but not limited to ³ :	<ul style="list-style-type: none"> • Weatherproof where appropriate. • Function as intended without undue noise or vibration; wiring, fittings, fixtures, controls and safety devices shall be properly housed and fastened securely to their intended point of anchorage and labelled. • Lightning conductor should be complete, isolated and comply with CSA Standards. • Cable intact.
<ul style="list-style-type: none"> • IT/data • Lighting • Communications • Safety • Alarm systems 	

Table 6: Service Standards, Grounds & Gardens Maintenance

Element	Standard
Site Circulation Routes Including, but not limited to:	<ul style="list-style-type: none"> • Sound safe and even surface with no potholes or sinkings. • Curbs and edgings are sound. • No loose curbs or paving stones. • Road markings and parking stripings are clear and complete. • Free from graffiti and/or vandalism. • Provides provision for good disabled access such as the visually impaired and wheelchair users.
<ul style="list-style-type: none"> • Pavings • Paths • Driveways • Roads • Car Parking Areas 	

³ Safety devices shall be deemed to include all Un-Interruptible Power Supplies (UPS) and power surge devices specified to protect personnel and equipment

Element	Standard
<ul style="list-style-type: none"> • Hardstandings • Facility entrances • External staircases • External fire escapes 	<ul style="list-style-type: none"> • Protection of all vehicles from chemical sprays during any applications.
<p>External Furniture and Structures Including, but not limited to:</p> <ul style="list-style-type: none"> • Street lights • Guard rails • Copings • Statues or ornamental objects • Bollards • Bus stops • Bicycle racks/benches/furniture 	<ul style="list-style-type: none"> • Sound secure safe and free from damage. • Operating as per design and Technical Requirements, where applicable. • Free from moss algae and/or interstitial weeds. • Free from graffiti and/or vandalism. • Replacement of light elements.
<p>Boundaries Including, but not limited to:</p> <ul style="list-style-type: none"> • Fences/walls • Gates 	<ul style="list-style-type: none"> • Intact safe sound and secure. • Free from graffiti and damage. • Locks are operational. • Free from graffiti and/or vandalism.
<p>External Play/Recreational Areas Including, but not limited to:</p> <ul style="list-style-type: none"> • Courtyards • Patios 	<ul style="list-style-type: none"> • Safe secure. • Suitable for disabled and elderly access. • Accessible and easily observable by carers and staff. • Free from graffiti and/or vandalism.
<p>External Sign Posting (including lighting)</p>	<ul style="list-style-type: none"> • Compliant with the Existing Design. • Secure and sound. • Not hinder visibility to car and pedestrians at junctions. • Be in appropriate locations. • Highly visible, both day and night. • Offer clear and concise information. • Free from graffiti and/or vandalism. • Replacement of light elements.
<p>Gutters and Drains</p>	<ul style="list-style-type: none"> • Swept. • Free from litter, leaves, weeds and extraneous material.
<p>Facility</p>	<ul style="list-style-type: none"> • Free from litter, including cigarette ends and chewing gum residue. • Garbage bins shall be less than 75% capacity and free from malodour.

Table 7: Service Standards, Heating, Ventilation and Air Conditioning

- Temperature Control:**
- Design Temperature means that the HVAC system has been designed to meet any setpoint within the design temperature range.
 - Maintained to temperature setpoint. Setpoint is adjustable either locally through adjustable room space temperature sensor or remotely through BAS within permissible setpoint adjustment range.
 - Temperature is to be maintained within control tolerance from the setpoint.
 - Monitor compliance through continuous log of selected representative rooms, except all class 1 rooms (as defined by CSA Standard Z317.2) are to be monitored trend logged at all times.
 - Selection of representative rooms to be logged is to be changed every reporting period and to be on continuous rollover assignment.
- Humidity Control:**
- Return air humidity for the air handling unit serving the space (or space humidity where applicable) maintained to setpoint within control tolerance as listed in table below and confirmed through trend logging.
- Outdoor Air Conditions:**
- The cooling and heating plant and associated control systems were designed to maintain the indoor environmental conditions for the Facility as listed in Table 7 provided that the outdoor air conditions fall within the range of -30°C (OBC 1%) (± 1°C tolerance) winter and 28°C DB and 21°C WB (OBC 2½ %) (± 1°C tolerance) summer.
- Supply Air Volumes:**
- Maintained to percentage of design airflow quantities shown on drawings as listed in table

below.

- Demonstrate that airflow quantities are maintained through periodic reporting using trend logs and/or physical flow hood measurement.

Return Air Volumes:

- Maintained to percentage of design airflow quantities shown on drawings as listed in table below.
- Demonstrate that airflow quantities are maintained through periodic reporting using trend logs and/or physical flow hood measurement.

Relative Pressurization:

- For rooms with critical relative pressurization requirements, maintain differential pressure within range as per table below and provide continuous monitoring and trend logging.
- For all other spaces, maintenance of Positive (P), Negative (N) or Equal (E) relative pressurization requirements will result from demonstrating that supply and return/exhaust air volumes are being maintained, and by annual visual smoke tests where indicated.

Filtration:

- Demonstrate that replacement of filters occurs when differential pressure reaches filter loading differential pressure setpoint as follows: Pre-Filters: 250 Pa, Final and HEPA Filters: 375 Pa.
- Replacement filters to be of same type and to have same efficiency as prescribed in the design specifications and thawing schedules.

Type of Room / Area Designation ⁴	Design Temp. °C	Permissible Temp. Setpoint Adjustment Range Min / Max °C	Temp. Control Tolerance from Setpoint °C	Return Air Humidity Setpoint Winter-Summer % RH	Humidity Control Tolerance from Setpoint % RH	Relative Pressurization Differential Pressure Setpoint & Tolerance Pa	Supply Air Volume % of Design Air Flow Quantity	Return or Exhaust Air Volumes % of Design Air Flow Quantity
Typical Acute Patient Bed Room (Med/Surg., CCC, Rehab, Acute M/H, Paeds, Ante-P/P)	22-24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Protective Isolation Bed Room (Positive)	24	21 / 25	±0.5	35 -55	±5.0%	P 7.5 Pa ±2.5 Pa Relative to Corridor	±5%	±5%
Infectious Isolation Bed Room (Negative)	24	21 / 25	±0.5	35 -55	±5.0%	N 3.75 Pa ±1.25 Pa Relative to Corridor	±5%	±5%
Isolation Ante-Room	24	21 / 25	±0.5	35 -55	±5.0%	P or N Depends On Room 1.25 Pa ±0.25 Pa	±5%	±5%
Mental Health Patient Bed Room (Non Acute)	22-24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Nursing Stations	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Medication Rooms	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Clean Utility	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Soiled Utility	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Patient Care Corridors & Public	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%

⁴ All terms capitalized in this column do not require definition, as they simply refer to standard hospital terminology.

Type of Room / Area Designation ⁴	Design Temp. °C	Permissible Temp. Setpoint Adjustment Range Min / Max °C	Temp. Control Tolerance from Setpoint °C	Return Air Humidity Setpoint Winter-Summer % RH	Humidity Control Tolerance from Setpoint % RH	Relative Pressurization Differential Pressure Setpoint & Tolerance Pa	Supply Air Volume % of Design Air Flow Quantity	Return or Exhaust Air Volumes % of Design Air Flow Quantity
Corridors								
Non Patient Corridors	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Waiting, Reception, Lounges	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Washrooms, Bathing Facilities	24	21 / 25	±0.5	35 -55	±5.0%	N	NA	±10%
Janitor's Closets	24	21 / 25	±0.5	35 -55	±5.0%	N	NA	±10%
Exam Room Standard (Occ. Health, Rehab, ECG, Stress Test, Holter, Hot Lab, Triage, Surg, Mat/Child, DI)	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Cast Room / Fracture Room	24	21 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
Renal Dialysis Unit	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Procedures / Treatment Room (Uro-Dyn., Mat/Child, Emerg.)	24	21 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
Pacemaker	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Holding / Patient Prep. / Observation	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Emergency Decontamination	24	21 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
Emergency Dept. Acute Cubicle, Exam & Treatment	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Emergency Dept. Minor Procedure.	24	21 / 25	±0.5	35 -55	±5.0%	P Visual Smoke Test	±5%	±5%
Resus / Trauma (Emerg.)	24	21 / 25	±0.5	35 -55	±5.0%	P Visual Smoke Test	±5%	±5%
Diagnostic Imaging Rooms (Fluoro, Chest, Rad., Mammo, Multi-Use) / (Camera Nuclear Med)	21-24	21 / 25	±0.5	35 -55	±5.0%	E / N	±10%	±10%
Diagnostics Imaging Specialty Rooms (CAT Scan, CT, MRI)	21-24	21 / 25	±0.25	35 -55	±5.0%	E	±10%	±10%
Rad Trauma (DI)	24	21 / 25	±0.25	35 -55	±5.0%	P Visual	±5%	±5%

Type of Room / Area Designation ⁴	Design Temp. °C	Permissible Temp. Setpoint Adjustment Range Min / Max °C	Temp. Control Tolerance from Setpoint °C	Return Air Humidity Setpoint Winter-Summer % RH	Humidity Control Tolerance from Setpoint % RH	Relative Pressurization Differential Pressure Setpoint & Tolerance Pa	Supply Air Volume % of Design Air Flow Quantity	Return or Exhaust Air Volumes % of Design Air Flow Quantity
						Smoke Test		
Film Processing / Dark Rooms	21-24	21 / 25	±0.5	35 -55	±5.0%	N	±5%	±5%
Film Storage	21-24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
LBRP -Maternal Newborn - Bedroom	24	21 Min 25 Max	±0.5	35 -55	±5.0%	E	±10%	±10%
Normal Nursery & Respite Nursery, Care by Parent	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Nursery (NICU - Level I / II) / per Bassinet	24-27	21 / 28	±0.25	35 -55	±5.0%	P Visual Smoke Test	±5%	±5%
Resuscitation (Mat/Child)	24	21 / 25	±0.25	35 -55	±5.0%	E	±10%	±10%
Operating Room, C-Section Room / Delivery Room	17-27	17 / 27	±0.25	48 -52 Space Humidity	±2.5%	P 7.5 Pa ±2.5 Pa	±5%	±5%
Minor Procedures (Endoscopy, Cystoscopy, Ophthalmo)	20-24	21 / 25	±0.25	35 -55	±5.0%	P 7.5 Pa ±2.5 Pa	±5%	±5%
Minor Procedure Bronchoscopy	20-24	21 / 25	±0.25	35 -55	±5.0%	N 7.5 Pa ±2.5 Pa	±5%	±5%
Sub-Sterile Room	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Clean Core / Sterile Corridor	24	21 / 25	±0.5	35 -55	±5.0%	P	±10%	±10%
Scrub Rooms	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
PACU	24	21 / 25	±0.25	48 -52 Space Humidity	±2.5%	P Visual Smoke Test	±10%	±10%
Day Surgery Unit Recovery, ECT & Paeds. Recovery	24	21 / 25	±0.25	48 -52 Space Humidity	±2.5%	P Visual Smoke Test	±5%	±5%
ICU\CCU	24-27	21 / 28	±0.25	35 -55	±5.0%	P Visual Smoke Test	±5%	±5%
Morgue / Autopsy	24 / 18-20	18 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
CPD Soiled or Decontamination	18-20	18 / 24	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
CPD Clean Workroom	20-23	18 / 25	±0.5	35 -55	±5.0%	P Visual Smoke Test	±5%	±5%
CPD Sterile Storage	20-23	18 / 24	±0.5	35 -55	±5.0%	P Visual Smoke Test	±10%	±10%

Type of Room / Area Designation ⁴	Design Temp. °C	Permissible Temp. Setpoint Adjustment Range Min / Max °C	Temp. Control Tolerance from Setpoint °C	Return Air Humidity Setpoint Winter-Summer % RH	Humidity Control Tolerance from Setpoint % RH	Relative Pressurization Differential Pressure Setpoint & Tolerance Pa	Supply Air Volume % of Design Air Flow Quantity	Return or Exhaust Air Volumes % of Design Air Flow Quantity
Sterilizer Equipment Room	20-23 / 22-24	18 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Ambulatory Care Clinics	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Admitting & General Clinics (Family Practice, Gastro., Paeds.)	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Laboratory General	24	21 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
Pharmacy	24	21 / 25	±0.5	35 -55	±5.0%	P Visual Smoke Test	±10%	±10%
Tech Work Rooms (RT, Pharm., Biomed., Anaesthesia)	24	21 / 25	±0.5	35 -55	±5.0%	N Visual Smoke Test	±10%	±10%
Physical Therapy / Hydro Therapy	21-24	21 / 25	±0.5	35 -55	±5.0%	E / N	±10%	±10%
Respiratory Therapy	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Occupational Therapy	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Offices & Administrative Areas	24	21 / 25	±0.5	35 -55	±5.0%	E	±10%	±10%
Auditorium/ Conference	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Laundry & Laundry Rooms	20-23	18 / 25	±1.0	35 -55	±5.0%	N	±10%	±10%
Staff Locker Rooms	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Storage Rooms	24	21 / 25	±1.0	35 -55	±5.0%	E	±10%	±10%
Kitchen & Dishwashing	24	21 / 25	±1.0	35 -55	±5.0%	N Visual Smoke Test	±5%	±5%
Dining Room	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Garbage (non refrigerated and biomed)	NA	NA	NA	NA	NA	N	±10%	±10%
Mental Health Timeout Rooms (Seclusion Rooms)	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%
Mental Health Native Ceremonies Room	24	21 / 25	±0.5	35 -55	±5.0%	N	±10%	±10%

Type of Room / Area Designation ⁴	Design Temp. °C	Permissible Temp. Setpoint Adjustment Range Min / Max °C	Temp. Control Tolerance from Setpoint °C	Return Air Humidity Setpoint Winter-Summer % RH	Humidity Control Tolerance from Setpoint % RH	Relative Pressurization Differential Pressure Setpoint & Tolerance Pa	Supply Air Volume % of Design Air Flow Quantity	Return or Exhaust Air Volumes % of Design Air Flow Quantity
Mental Health Pod Kitchens	24	21 / 25	±0.5	35 –55	±5.0%	N	±10%	±10%

Table 8a: Service Standards, Sound Transmission⁵

For the spaces noted below, baselines will have been developed as a result of testing done at Substantial Completion. These baselines will be maintained, or improved upon, by Project Co.

Note: Treatment rooms shall be treated the same as patient rooms.

Space Adjacencies

- Patient room to patient room
- Public space to patient room⁶
- Service areas to patient rooms⁷
- Patient room access corridor⁸
- Exam/consultation room to exam/consultation room
- Exam/consult to public space
- Exam /consultation room to wait room
- Toilet room to public space
- Conference rooms to public space
- Conference rooms to patient rooms
- Staff lounges to patient rooms
- Staff lounges to public spaces

Table 8b: Service Standards, Background Noise Criterion (NC) Levels

For the spaces noted below, baselines will have been developed as a result of testing done at Substantial Completion. These baselines will be maintained, or improved upon, by Project Co.⁹

Space Type

- Inpatient Unit (Patient Rooms, Nursery)
- Inpatient Unit (Occupational Therapy)
- Inpatient Unit (Other)
- Intensive Care Unit, Comprehensive Cardiology Care Unit
- Outpatient Services
- Operating Rooms (Surgeries, Procedure Room)
- Emergency
- Medical Imaging
- Obstetrics
- Pathology/Morgue & Autopsy
- Pharmacy Services
- Laboratory Medicine
- Sterile Processing Services
- Education- (Offices)
- Education – (Classrooms)
- Administration – (Boardrooms)
- Administration – (Offices, Computer Rooms, Reception)
- General Support Areas
- Auditorium

⁵ Sound Transmission Class (STC) tests shall be done on the wall and ceiling construction conditions on site, using a methodology in general accordance with ASTM E336 Standard Test method for Measurement of Airborne Sound Insulation in Buildings upon opening the facility, which will set STC baseline ratings.

⁶ Public space includes corridors, lobbies, dining rooms, recreation rooms, and similar space.

⁷ Service areas include kitchens, elevators, elevator machine rooms, laundries, garages maintenance rooms, boiler and mechanical equipment rooms and similar spaces of high noise. Mechanical equipment located on the same floor of above patient rooms, offices, nurse's stations and similar occupied spaces shall be effectively isolated from the floor.

⁸ Patient room access corridors contain composite walls with doors/windows and have direct access to patient rooms.

⁹ For wall constructions see Drawing A001. For wall, floor, roof standards, STC to conform to actual construction listed.

Tele-Health Rooms
 Library
 Corridors, Lobbies, Entrance Halls
 Cafeteria
 Below Diesel Generators
 Outdoors (Public Areas)
 Outdoors (Public Areas)

Table 8c: Service Standards, Exterior Environmental Noise Source Guidelines

For the spaces noted below, baselines will have been developed as a result of testing done at Substantial Completion. These baselines will be maintained, or improved upon, by Project Co.

Space Type

Operating rooms, patient rooms
 Private offices, waiting rooms
 General offices, reception, television rooms, lobby & corridors

Table 9: Service Standards, Vibrations

For the spaces noted below, baselines will have been developed as a result of testing done at Substantial Completion. These baselines will be maintained, or improved upon, by Project Co.

Space Type

MRI room
 Above operating rooms
 Ophthalmology rooms

Table 10: Service Standards, Pneumatic Tube System

Failure Rate: 1 Failure per 4,000 Transactions

Performance Parameters (to be confirmed 1 yr. post occupancy):

- average zone/system wait time over a 24 hour period
- % of transactions that depart from the station in 2 minutes or less
- % of transactions that depart in 2 to 2.5 min
- % of transactions that depart in 2 to 3 min

Note: System traffic parameters will only be established following fine tuning by system vendors.

3.4 Performance Indicators

Performance Indicators Legend

FE Type	Category	Response	Rectification	Recording Frequency
AF = Availability Failure	A B C	N/A = Not Applicable		PR = Per Request D = Daily W = Weekly M = Monthly Q = Quarterly B = Bi-Annually A = Annually R = Randomly, At Any Moment In Time
SF = Service Failure	High Medium Low			

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
<i>Statutory Testing and Permission to Work</i>						
SP01	The status on all statutory testing is reported on a periodic basis at joint Project Co/NBGH meetings.	SF	High	N/A	N/A	R
SP02	Commissioning of all new plant operations, systems and equipment based on approved commissioning procedures.	SF	High	N/A	N/A	R
SP03	Conduct annual review of all M&V processes defined by LEED.	SF	High	N/A	N/A	A
SP04	Annual review of maintenance manuals to include notifications and changes by manufacturers/suppliers. NBGH Representative advised in a report annually.	SF	Medium	N/A	N/A	A
SP05	Project Co is not to proceed with any maintenance works unless advised 10 days in advance and approved by NBGH Representative or designate.	SF	High	N/A	N/A	R
<i>Building & Equipment Maintenance</i>						
SP06	Develop and implement appropriate operational policies, procedures and practices relative to Building, Mechanical and Electrical Maintenance.	SF	High	N/A	N/A	R
SP07	Provide the Scheduled Maintenance Plans and Five Year Maintenance Plans, as stipulated.	SF	High	N/A	N/A	A
SP08	Develop and implement appropriate operational policies, procedures and practices relative to Equipment and Furnishings Maintenance.	SF	Medium	N/A	N/A	R
<i>Internal & External Facility Condition/Environment</i>						
SP09	The Site and Facility are maintained to the Standards specified in Tables 4, 5 & 6 of these Output Specifications at all times.	AF	A – C	N/A	N/A	M
SP10	Keeping the mechanical ventilation systems (including supply, return, exhaust, fume cupboards and other local ventilation systems) functioning as intended with the correct supply air, return air and exhaust air volumes, as outlined in Table 7 of these Output Specifications.	AF	A – C	N/A	N/A	R
SP11	Keeping the effectiveness of the air filters at or above the level of performance as intended in the Existing Design, and operating within the parameters outlined in Table 7 of these Output Specifications.	AF	A – C	N/A	N/A	R
SP12	Keeping the humidity control systems functioning as intended in the Existing Design with the correct return air humidity servicing the space (or space humidity where applicable) as outlined in Table 7 of these Output Specifications.	AF	A – C	N/A	N/A	R
SP13	Keeping the relative pressurization of selected rooms as intended in the Existing Design and as established by an NBGH appointed independent agency.	AF	A – C	N/A	N/A	R

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
SP14	The defined Functional Areas in Table 7 are kept within the temperature control tolerance from setpoint and within the permissible room temperature setpoint adjustment range defined in Table 7 of these Output Specifications.	AF	A – C	N/A	N/A	R
SP15	The sound level in each Functional Area is not greater than the maximum sound levels defined in Table 8b of these Output Specifications as established by an NBGH appointed independent agency.	AF	A – C	N/A	N/A	R
SP16	The acoustic performance of the Facility conforms to Table 8a to 8c of these Output Specifications as established by an NBGH appointed independent agency.	AF	A – C	N/A	N/A	R
SP17	The vibration level performance will conform with or exceed the baseline measurements established at Substantial Completion as defined in Table 9 of the Output Specifications.	AF	A – C	N/A	N/A	R
SP18	All lighting systems are fully functional, safe, and maintained to provide illumination levels at agreed benchmark levels as established by an NBGH appointed independent agency.	AF	A – C	N/A	N/A	R
SP19	The public address system will operate as designed.	AF	A – C	N/A	N/A	R
SP20	Ensuring all construction/renovation work conducted within the Facility in compliance with CSA Standard 317.13.	AF	A – C	N/A	N/A	R
<i>Building Management System (BMS) Reporting Requirements</i>						
SP21	The BMS initiates the appropriate alarms.	AF	A - C	N/A	N/A	M
SP22	The BMS Reporting requirements are provided to NBGH. NBGH has full system access for running of any desired adhoc reports.	SF	Medium	N/A	N/A	M
<i>Fire Management</i>						
SP23a	A comprehensive Fire Management Plan is in place at all times and includes the elements as described in this Plant Services Specification.	SF	High	N/A	N/A	R
SP23b	Annual report is provided to NBGH Representative on the anniversary of the Payment Commencement Date in the agreed format, quality and standard as described in this Plant Services Specification.	SF	High	N/A	N/A	A
<i>Elevators and Vertical Transportation Services</i>						
SP24a	Minimum levels of fully functioning elevators by category are maintained at all time.	AF	A – C	Per Table 2	30 minutes	M
SP24b	Elevator occupants are released in times specified in the event of mechanical failure.	AF	A – C	30 minutes	N/A	M
SP24c	Elevator Availability for any one elevator is 99.0% as measured each month.	AF	A – C	N/A	N/A	M

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
<i>Grounds Maintenance</i>						
SP25a	All external areas of the Facility are maintained in accordance with the Service Standards in Table 6 and Response and Rectification Times as described in Table 2 of these Output Specifications.	SF	Medium	N/A	N/A	M
SP25b	Records of all inspections and activities undertaken are complete, documented in the agreed format and available for inspection by NBGH Representative.	SF	Low	N/A	N/A	M
<i>Plant Services Information Management</i>						
SP26	All CAD and As Built Drawings are kept up to date and a new set of drawings are to be provided to NBGH in the agreed format annually, where changes have occurred and NBGH is advised in the event that no changes have occurred.	SF	Medium	N/A	N/A	A
SP27	All hazard notices and safety signs are maintained, recorded, located and displayed correctly, and fully serviceable.	SF	Medium	N/A	N/A	M
SP28	Requests for information from authorized personnel is provided by the agreed date, quality and format with NBGH being informed.	SF	Medium	N/A	N/A	M
<i>Plant Services Helpdesk Services</i>						
SP29	The Helpdesk Services are available 24 hours per day, 365(6) days per year and there is provision for backup, if required.	SF	High	N/A	N/A	D
SP30	Project Co will electronically record all Service Requests, Availability Failure Events and Service Failures, as defined in this Specific Service Specification and further requirements of NBGH from time to time. This reporting requirement to be adhered by Project Co at all times.	SF	Medium	N/A	N/A	M
SP31	No amendments are made to the information logged with the Helpdesk unless the amendments are clearly identified and have the necessary authorization from NBGH.	SF	Medium	N/A	N/A	A
SP32	Provide assistance in raising alarms, reporting Availability Failure Events and Service Failures to internal and external authorities and logging of the details in the event of an emergency.	SF	High	N/A	N/A	M
SP33	All telephone calls to the Helpdesk are answered and actioned within 4 rings of the telephone, and a maximum 2-minute hold.	SF	High	N/A	N/A	Per incident
SP34	Confidentiality is maintained in accordance with Hospital Policies.	SF	High	N/A	N/A	M
SP35	Develop and implement appropriate operational policies, procedures and practices relative to Pneumatic Tube System Availability/Reliability.	SF	High	N/A	N/A	M
<i>Quality Monitoring</i>						
SP36	Conduct a customer satisfaction survey, including mutually agreed survey questions a minimum of	SF	High	N/A	N/A	B

Ref	Parameter	FE Type	Category	Response	Rectification	Recording Freq.
	twice a year.					
SP37	All testing and maintenance to be provided as required by Applicable Law, as appropriate to meet Good Industry Practice.	SF	High	N/A	N/A	R

4. UTILITIES MANAGEMENT SERVICES

4.1 General Requirements

- (a) In addition to complying with the applicable provisions set out in the General Management Services Specification, Project Co shall comply with the Service Standards and requirements of this Utilities Management Services Specification.
-
- (b) Project Co shall provide Utilities Management Services 24 hours per day, 365(6) days per year on a scheduled and demand basis as may be required to meet the Service Standards of this Utilities Management Services.
-
- (c) Project Co, in consultation with NBGH, shall continuously manage all necessary Utilities to meet the requirements of NBGH operations, efficiently, economically, and with due regard to current principles of sustainable technology/management procedures.
-
- (d) The Project Co Service detailed within this Utilities Management Services Specification forms one aspect of what will be a fully integrated and coordinated service; and Project Co will integrate and coordinate this Service Category with all other Service Categories to provide, from NBGH's perspective, an integrated and complete facilities management solution.
-
- (e) Project Co acknowledges that there may be services or tasks to be performed that are not described herein, but are necessarily ancillary to the Utilities Management Services Specification and these shall be performed by the Project Co as part of the Project Operations.
-
- (f) Project Co shall prepare a periodic Performance Monitoring Report in compliance with relevant aspects of this task outlined in 2.3(c) of these Output Specifications.
-
- (g) Project Co shall exercise competent supervision of the work at all times.
-
- (h) Project Co shall ensure that all requisitions related to Utilities Management Services may be completed electronically via the Helpdesk (refer to Section 2 of these Output Specifications for details).

4.2 Scope of Service

- (a) Project Co shall provide Utilities Management Services consisting of three main elements as follows and as defined in Sections 4.3(a) to 4.3(c) inclusive of these Output Specifications:
- (i) Management and Administration
 - (ii) Initial and Ongoing Energy Benchmark Calculation
 - (iii) Energy Analysis and Energy Report

4.3 Service Requirements

(a) *Management and Administration*

- (i) Project Co shall develop and implement appropriate operational policies, procedures and practices, together with customer service philosophy, relative to the management of utilities three months prior to Substantial Completion, which shall include, but not be limited to:

(A) Management of the following utility services:

- | | |
|--|---|
| • Electricity | • sanitary waste |
| • natural gas/fuel oil | • storm water |
| • water (including water conservation) | • bulk and canister medical gas compounds |

- (B) Ensuring the service is cost effective, comprehensive in nature, addresses all technical, managerial, and operational issues, and maintains the integrity of supply of utilities. The Utilities Management Services shall include, but not be limited to: **SP01**

- (1) administering hazard and safety notices, recording, distributing and evaluating such notices and ensuring that all required notification procedures regarding any Equipment or Plant failure are complied with;
- (2) use of products, processes and operating methodologies at the Site consistent with the initially applicable LEED™ certification points detailed in Section 23 of the Project Agreement;
- (3) advising on Utilities consumption and cost implications throughout the Operational Term for plant upgrading/modernization schemes and new

- developments;
- (4) providing, managing and operating an effective building management system that includes an integrated energy management system;
 - (5) creating a joint utilities working group (the "**Utilities Management Subcommittee**"), which will be a subcommittee of the Facilities Management Committee consisting of 2 representatives of each Party and will meet as detailed in paragraph (b)(i) below;
 - (6) working with NBGH to establish a utilities conservation policy that sets consumption targets; and
 - (7) ensuring that Project Co employees and Subcontractor employees are made aware of the aims of the energy policy and are given guidance on its implementation.
- (C) Ensuring all physical connections for telephone and data services are provided and maintained at all times.
- (D) Ensuring responsibility for:
- (1) securing and maintaining connections to Utility Company services of appropriate specifications and adequate capacity to supply the requirements of NBGH under all anticipated operating conditions (including standby provisions in the event of an earthquake or other catastrophic events); and
 - (2) undertaking all testing, cleaning and maintenance as required by the Utility Company and as required by normal industry due diligence of customer owned switchgear and emergency generation.
- (E) Reviewing and providing comment to NBGH on the utility supply specifications such that they are consistent with the requirements of NBGH operations. **SP02**
- (F) In the event that there is a utility disruption from the Utility Company(s), Project Co will supply emergency utilities as defined in the Existing Design. **SP03**
- (G) Informing the NBGH Representative of all scheduled interruptions to any utility supply that may or may not affect NBGH and/or Project Co's operations immediately upon notice **SP04**

of disruption.

- (H) Maintaining appropriate records in relation to all Project Co Permits, Licences and Approvals including, but not limited to: **SP05**
- (1) ensuring all test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) are maintained accurately and updated appropriately and are available for inspection by NBGH or any other relevant party;
 - (2) ensuring all information and records are up to date, precise and accurate and available for inspection by NBGH or any other relevant party;
 - (3) preparing and supplying all information reasonably required by any party, to whom NBGH are obliged to present information at any time in relation to the performance of the Utility Management Service, plus all statistical records which may be required provincially or federally;
 - (4) maintaining records detailing any complaints made with respect to any Project Co Service and action taken; and
 - (5) maintaining records that have been provided to Project Co by NBGH.

(b) ***Initial and Ongoing Energy Benchmarking***

- (i) Project Co and NBGH shall convene a meeting of the Utilities Management Subcommittee as soon as practical following the first anniversary of the Substantial Completion Date to agree to an appropriate benchmarking period. This timeframe will ideally be based on 12 months of stable building operation.
- (ii) NBGH and Project Co will share equally in the cost of the appointment and services of an Energy Surveyor, including the payment of all amounts due to the Energy Surveyor pursuant to the Energy Surveyor's appointment.
- (iii) All Energy Benchmarking will be carried out as per the procedures set out by International Performance Measurement & Verification Protocols (IPMVP) Volume III Option D – Calibrated Energy Simulation and ASHRAE Guideline 14-2002.

- (iv) Project Co and NBGH shall assist the Energy Surveyor and afford him such information and access to the Facility, building management system records, Helpdesk and by other means as detailed in these Output Specifications as may reasonably be required in order that the Energy Surveyor may carry out the Energy Analysis (including, without limitation, necessary training on any building management system being operated at the Facility).
- (v) The terms of reference for the Energy Analysis shall be as set out in Section 4.3(c) of these Output Specifications as may be amended and agreed between NBGH and Project Co prior to any relevant survey to take into account the design and fit out of the Facility (including with respect to any Equipment in use at the Facility) and the proportion of the relevant year it has been in use.
- (vi) Within two weeks following the completion of the agreed to benchmarking period:
 - (A) Project Co will submit to the Energy Surveyor and the NBGH Representative the records required under Section 4.3(c) of these Output Specifications to support fully the Energy Analysis for the preceding year;
 - (B) NBGH shall deliver to the Energy Surveyor a schedule of all major electrical equipment currently supplied by and in use by NBGH and all other occupants of the Facility, together with the individual power ratings of each item and, where reasonably possible, the recorded running hours; and
 - (C) NBGH and Project Co jointly shall ensure that the Energy Surveyor reviews the information provided pursuant to this paragraph (vi) and inspects the Facility as necessary to facilitate the production of the Energy Report and Project Co shall permit such inspection.
- (vii) Within six weeks of the completion of the survey, or within such period as may be otherwise agreed between the NBGH Representative and the Project Co Representative (both acting reasonably), the Energy Surveyor will submit to both Parties its Energy Report for the preceding year. The Energy Report shall include, as a key conclusion, the initial Energy Benchmark derived in Section 4.3(c) from the Energy Analysis (based on the previous years' figures). The Energy Benchmark shall be established as follows:
 - (A) All energy usage for the year will be collected. This data will come from a number of sources including the local utility and from metering fed into the building energy management

- system.
- (B) Weather profiles will be obtained from a local meteorological source (North Bay Airport). The data will be provided for each hour.
 - (C) NBGH will provide operating profiles of all departments and wings in a manner suitable to the Energy Surveyor.
 - (D) Prior to occupancy, Canata Energy will prepare an energy model based on the Existing Design and the predicted usage of the Facility. The model will be based on weather conditions from a twenty-year average.
 - (E) After one year of regular operation, the energy usage, combined with the operating profile of the Facility, will be assessed and the simulated model will be adjusted to match the actual energy usage of the Facility. Discrepancies to the initial model will be investigated to determine if the problems are functional issues or model inaccuracies. Once this is determined the model will be adjusted, it will then be considered the base for all future energy assessments.
 - (F) In subsequent years, the energy usage will be calculated and compared against the base model. Adjustments will be made to take into consideration changes in the weather patterns, changes in the operating profile of the Facility as well as changes in process and all other changes not under control of Project Co.
- (viii) For the purposes of the conclusions in the Energy Report, the Parties acknowledge, and shall ensure that the Energy Surveyor's appointment provides, that the Energy Surveyor shall be entitled to make any adjustment that it considers reasonable to compensate for missing or unsubstantiated records and/or information which Project Co is obliged to provide pursuant to paragraphs 4.3(c)(iv) and 4.3(c)(vi) of these Output Specifications. Such adjustment shall be fair and reasonable taking into account the operational use of the Facility and any dispute in respect thereto may be referred by either party to the Dispute Resolution Procedure.
- (ix) Both the NBGH Representative and the Project Co Representative shall be entitled to query the Energy Report in writing within ten (10) Business Days of receipt thereof, and the Energy Surveyor shall be obliged (as part of the terms of the Energy Surveyor's appointment) to answer any query so raised within ten (10) Business Days of receipt of any such written query. If necessary, a meeting between the Parties, the Service Provider (if appropriate) and the Energy Surveyor shall be

convened during this time to discuss and resolve these queries. Should the Energy Surveyor (acting reasonably) determine that the initial Energy Benchmark should be adjusted as a result of such queries, then the Energy Surveyor shall amend and reissue its Energy Report within five (5) Business Days of the resolution of such queries.

- (x) Subject to any amendment in accordance with paragraph (ix) above and except in the event of manifest error, the initial Energy Benchmark shall be final and binding on both Project Co and NBGH until such time as a subsequent Energy Benchmark is brought into effect. The accuracy of the Energy Benchmark will be established as per the process laid out in the standards referred to in paragraph (vii) above.
- (xi) Any recommendation made by the Energy Surveyor, acting reasonably, on measurement and recording of the Energy Services in order to provide the necessary data shall be pursued unless it is cost prohibitive to do so. Where the recommendation made by the Energy Surveyor requires Project Co to amend, alter, adapt, or add to any plant or equipment which form part of the Facility, NBGH may, in its discretion, issue a Variation Enquiry.
- (xii) Subject to Schedule 22 - Variation Procedure to the Project Agreement, Project Co and NBGH may act on their own discretion and at their own cost on any recommendations made in the Energy Report (other than those referred to in paragraph (xi) above of these Output Specification, to which that paragraph shall apply) save to the extent that to do so would materially and adversely affect the ability of Project Co to discharge its obligations under the Project Agreement.
- (xiii) Following the Substantial Completion Date, Project Co will retain and maintain all records necessary to comply with the requirements of the Energy Report as set out in these Output Specifications and to support fully any future surveys. This obligation shall extend to the records agreed in accordance with paragraph (i) above and as may be recommended pursuant to paragraph (xi) above.
- (xiv) Following the Substantial Completion Date, Project Co shall arrange for the consumption of the Energy Services to be recorded (irrespective of the dates and periods agreed by NBGH with the relevant suppliers for metering and payments) at or as soon as practical after the end of each calendar month and forward these records of consumption (suitably authenticated) in writing to the NBGH Representative within two (2) Business Days thereafter.
- (xv) This process as noted in paragraph (vii)(F) above is applicable from, and including, the second and each successive anniversary of the Substantial Completion Date. Within ten (10) Business Days of the

monthly notification (in accordance with paragraph (xiv) above) next after each anniversary of the Substantial Completion Date, the NBGH Representative and the Project Co Representative shall review the actual metered consumption of the Energy Services and the initial Energy Benchmark for the preceding year, and agree the figures to be used for the purposes of calculating any Utility Adjustment in accordance with paragraph (xvi) below.

- (xvi) In respect of the second and each successive year following the Substantial Completion Date, any Utility Adjustment will be determined in accordance with the applicable formula set out in Schedule 20 - Payment Mechanism to the Project Agreement using the figures agreed to or determined for that year pursuant to paragraph (xv) above.
- (xvii) The value of actual consumption and the value of the applicable Energy Benchmark for the purpose of any calculation pursuant to paragraph (xv) above shall be based on the relevant rates for each service payable by NBGH in relation to the Facility for the relevant year. Calculations will be performed on a monthly basis. For certainty, the calculations shall use the actual rates that would apply for each relevant billing period. Reconciliation will be made of estimated billings, erroneous billing that is subsequently corrected, and any rebates or other adjustments that are earned for periods other than the billing period. NBGH may, at its discretion, enter into certain contracts for the supply of energy, using all reasonable efforts to obtain the most favourable terms and pricing. Project Co accepts and agrees to be bound by the terms of any such contracts entered into by NBGH.

(xviii) Project Co recognizes and agrees that any additional market revenues related to the energy performance and/or operation of the Facility shall be negotiated with and accepted by NBGH with a view to maximizing benefit for both Parties. Such revenues may include, but are not limited to:

-
- (A) Air emission or other environmental credits related to energy saving measures undertaken.
-
- (C) Incentives received from participation in various government or utility company programs.
-
- (E) Revenues related to the operation and control off-end use equipment, such as payments for demand response capability.
-

(c) *Energy Analysis and Energy Report*

- (i) The objectives of a comprehensive Energy Analysis include, but are not limited to:
- (A) Provide an audit of energy usage at the Facility.
 - (B) Identify areas of potential energy and cost savings.
 - (C) Provide an estimate of potential annual energy consumption savings broken down by fuel type, with implementation costs and payback periods.
 - (D) Identify how methods of energy management should be developed to achieve, maintain and recognize further potential savings.
 - (E) To provide a basis for calculation by NBGH and Project Co of the Utility Adjustment.
- (ii) Methods of achieving these objectives include, but are not limited to:
- (A) Analysis of invoiced and metered gas and electricity consumption.
 - (B) Observations and measurements on electrical and gas-consuming equipment during the survey period to determine energy efficiency and wastage.
 - (C) Examination of operating practices and management techniques.
 - (D) Establishment of a basis for continued monitoring of energy consumption and setting an initial Energy Benchmark on completion of the survey, preparation of a report in the format outlined below containing recommendations supported by data, which, if implemented, would result in energy consumption savings.
- (iii) The Energy Report is to be provided detailing the findings and recommendations arising from the Energy Analysis and, where required by Section 4.3(b) of these Output Specifications, the initial Energy Benchmark. A copy of the Energy Report in an agreed electronic format shall be provided to Project Co and NBGH. The Energy Report is to include, but not be limited to:
- (A) A management summary, which outlines the energy performance and potential savings identified by the survey

(including any changes made to the initial Energy Benchmark pursuant to Section 4.3(b) of these Output Specifications). The summary shall also show tables of individual recommendations based on No Cost Measures, Low Cost Measures and High Cost Measures. Estimated cost and consumption savings broken down by Energy Service are to be shown with capital costs (specifying whether these include or exclude fees and GST) and payback periods.

- (B) The Energy Report shall detail findings and recommendations in the following sections as set out in more detail in Section 4.3(c)(iv) below:
- (1) Energy Analysis;
 - (2) Outstanding issues from any previous Energy Analysis and Energy Report; and
 - (3) energy use:
 - (a) central heating;
 - (b) central cooling plant;
 - (c) central air handling unit;
 - (d) heating, cooling and air distribution systems;
 - (e) domestic hot water service;
 - (f) process equipment (e.g., sterilizers, kitchen equipment, etc.);
 - (g) electrical distribution, including power, lighting, process equipment (e.g., diagnostic imaging equipment, etc.);
 - (h) other energy uses;
 - (i) building fabric;
 - (j) maintenance and training;
 - (k) health and safety;
 - (l) energy management;
 - (m) initial Energy Benchmark (where applicable).

- (C) The appendices shall include graphs, calculations and miscellaneous data, which are relevant to the Energy Analysis.
- (iv) The Energy Analysis shall include, but not be limited to
 - (A) All data required to be collected for the Energy Analysis by the Building Management System (BMS) Reporting Requirements shall include, but not be limited to:
 - (1) hourly external ambient temperature for the Facility (north-facing shade temperature);
 - (2) real-time temperature sensing with hourly measurements recorded for set-back/plant optimization (hourly readings will be required by the Energy Surveyor.) Data to be provided in Microsoft Excel or other agreed electronic format;
 - (3) operating status of heating plant, cooling plant, and central air handling units;
 - (4) on/off times recorded (both manual and programmed);
 - (5) performance monitoring (temp / pressure / flow, etc.), as appropriate;
 - (6) alarm status recorded: normal or critical, as appropriate;
 - (7) energy metering to include maximum demand and through-day profiles (data to be provided in Microsoft Excel or other agreed electronic format);
 - (8) incoming supplies - full telemetry;
 - (9) sub-meters - consumption meters;
 - (10) space / room environmental conditions;
 - (11) temperature-sensing for environmental control; and
 - (12) miscellaneous sensors for plant control, as appropriate.
 - (B) Building operating data to be provided by NBGH shall include:
 - (1) weekly operating schedule of the various departments and wings of the Facility;
 - (2) a summary of changes in process equipment and the

- method that it is operated;
- (3) a summary of physical changes in the building complete with date of the changes; and
 - (4) a list of procedures that may have affected the energy usage of the central plant.
- (C) Based on information obtained above and from energy invoices, metered consumption, observations and calculations, the following shall be produced:
- (1) tables and graphs showing the consumption, unit costs, and total costs for all purchased energy for the previous 12 months;
 - (2) a table showing the percentage changes in energy consumption against the initial Energy Benchmark over the period since the previous Energy Analysis;
 - (3) a table showing the percentage changes in consumption against the initial Energy Benchmark over the period since the previous Energy Analysis; and
 - (4) table(s) and chart(s) if possible showing a breakdown of energy types and costs for each occupier's major energy use for the previous 12 months.
- (v) Any outstanding recommendations or items for further consideration from a previous Energy Analysis are to be identified, with comments on reasons for non-implementation, and exceptional changes in consumption or pattern of use since any previous survey should be highlighted.
- (vi) Project Co shall provide a detailed operating log of the previous year's operation which details all plant service, operating problems, breakdowns, corrective action, etc., including but not limited to:
- (A) Central heating plant, including:
 - (1) Combustion efficiency tests shall be carried out on all boilers at high, medium and low fire rates (where applicable) and recommendations for the improvement of combustion efficiency shall be made where necessary;
 - (2) seasonal efficiency of boilers shall be estimated, based

- on observed operating conditions and past records;
- (3) where low seasonal efficiencies are found, recommendations shall be made on savings achievable by replacement boilers, separate hot water heaters, or other facilities for seasonal operation;
 - (4) the general condition of the boilers shall be assessed and recommendations made for improvements where necessary;
 - (5) the condition of all distribution equipment shall be assessed and recommendations made for improvement where necessary;
 - (6) suitability and settings of time and temperature or pressure controls shall be assessed and recommendations for improvements made where necessary;
 - (7) the treatment of the water and steam shall be made and recommendations on improvements shall be reported;
 - (8) the condition of other equipment in the plant shall be reviewed and comments made on the resultant impact on energy;
 - (9) the use of waste heat recovery from boiler blowdown on steam boilers and the use of economizers on gas-fired boilers shall be evaluated and recommendations made on the viability and practicality of such schemes;
 - (10) the use of cheaper or alternative fuels shall be considered; and
 - (11) consideration shall be given, in certain circumstances, to the viability of the use of waste incinerators.
- (B) Central cooling plant, including:
- (1) based on a report provided by the chiller service company, comment on the efficiency of the chillers;
 - (2) review the sequencing of the chiller operation and suggest where improvements could be made;
 - (3) make recommendations on any potential changes to the

- types and sizes of the chillers;
- (4) assess the operating temperature of the chilled water and the condenser water and make recommendations on how they could be adjusted to minimize energy use;
 - (5) suitability and settings of time and temperature or pressure controls shall be assessed and recommendations for improvements made where necessary; and
 - (6) review the water treatment and assess the impact on energy use.
- (C) Central air handling units, including:
- (1) review the operating logs and make recommendations with respect to altering the operating times, set-back schedules, etc.;
 - (2) review the ventilation requirements and confirm that the units conform to the needs of the Facility;
 - (3) check all dampers for proper operation including positive shut off when the units are off;
 - (4) review the condition of all related equipment; and
 - (5) review all heat recovery equipment and assess whether it is operating at maximum efficiency.
- (D) Heating, cooling and air distribution systems, including:
- (1) condition of all distribution equipment;
 - (2) the operation of the terminal controls;
 - (3) the condition, settings, positioning and operation of existing controllers and sensors;
 - (4) the need for additional controls;
 - (5) the condition, positioning, and any obstruction of terminals;
 - (6) a sample of temperature readings in key work spaces and other relevant areas shall be check-measured to validate building management system data; and

- (7) air changes provided in critical areas of the Facility.
- (E) Domestic hot water service, including:
- (1) condition of hot water heaters and tanks;
 - (2) temperature settings, both normal and when flushing system; and
 - (3) temperature of process hot water (kitchens) and the impact on usage.
- (F) Process equipment, including:
- (1) assess the amount of energy being utilized for processes in the Facility; including but not limited to, diagnostic equipment, kitchen equipment, computer rooms, etc.; and
 - (2) compare energy usage with the previous year and comment on the variation, taking into consideration changes in equipment and hours of operation.
- (G) Electrical power and lighting, including:
- (1) the total electrical consumption of the building shall be determined from building management system data;
 - (2) assessment of the need for power factor correction, if low power factors are penalized by the supply authorities;
 - (3) assessment of excessive transformer losses due to low loading of transformers;
 - (4) an assessment of connected power and lighting loads;
 - (5) assessment of the type, condition, siting and switching arrangement of existing luminaries, and possible replacement by high-efficiency lamps;
 - (6) assessment of any unnecessary use of lighting and power equipment, with particular attention to electric heating equipment;
 - (7) the control of electric heating, and possible replacement by other types of heating;

- (8) the performance and loading of air compressors, and the potential for waste heat recovery;
- (9) the type, size and loading of motors to suit the application;
- (10) the potential to utilize variable speed drives; and
- (11) the potential for combined heat and electricity generation.

Recommendations shall be made on the basis of the findings from the above observations and measurements.

- (H) Other energy uses, including:
- (1) the use of cheaper alternative fuels and heat recovery shall be considered; and
 - (2) any unnecessary use of equipment shall be identified.
- (I) Building fabric, based on information provided as required in Table 4: Service Standards, Building & Equipment of Sections 3 of these Output Specifications, provide comment on the following:
- (1) the impact of the wall condition, making special reference to the caulking and the flashing;
 - (2) the impact of door and window condition, especially excessive air infiltration due to badly fitting doors and windows;
 - (3) excessive air infiltration due to doors and windows being left open; and
 - (4) impact on roof leakage, especially skylights(if water can penetrate the surface, so can air).
- (J) Energy Management, including:
- (1) time and temperature schedules compared to the actual usage of the space;
 - (2) assess the performance of the system compared to the latest technology; and
 - (3) make recommendations on improvements to the

building management system.

(K) Maintenance and training, including:

(1) review the findings of the report prepared under Section 2 of these Output Specifications and comment on the level of training and its effect on the operation of the Facility especially as it affects the energy usage and make recommendations on where improvements can be made.

(L) Health and safety, including:

(1) review changes in the Facility over the previous year as they relate to health and safety and the impact on energy usage.

(vii) Project Co shall undertake an assessment of the existing energy management procedures, information available, and metering at the Facility. Recommendations shall be made on any improvement that can be made to the existing system. These recommendations shall take account of manpower availability and the cost requirements of setting up an improved system of energy management.

(viii) Project Co shall review management structures for collecting and processing data and taking action in response to the findings.

4.4 Performance Indicators

Performance Indicators Legend

FE Type	Category	Response	Rectification	Recording Frequency
AF = Availability Failure	A B C	N/A = Not Applicable		PR = Per Request D = Daily W = Weekly M = Monthly Q = Quarterly B = Bi-Annually A = Annually R = Randomly, At Any Moment In Time
SF = Service Failure	High Medium Low			

Ref	Parameter	FE Type	Category	Resp.	Rectification	Recording Frequency
<i>Management and Administration</i>						
SP01	Project Co Service is comprehensive, cost effective, addresses all issues, and maintains the supply of utilities.	SF	High	N/A	N/A	M
SP02	Utility supply specifications are regularly reviewed and amended as required and are	SF	Low	N/A	N/A	M

Ref	Parameter	FE Type	Category	Resp.	Rectification	Recording Frequency
	consistent with the requirements of NBGH operations.					
SP03	An adequate, continuous supply of all utility services is maintained 365(6) days per year, 24 hours a day, during the Operational Term. In the event that there is a disruption from the Utility Company, Project Co will supply emergency utilities, as defined in the Existing Design.	AF	A – C	Per Table 2	Per Table 2	M
SP04	NBGH is informed of all scheduled interruptions to any utility supply.	SF	High	N/A	N/A	M
SP05	All Utility licenses are current, correct for the current supply requirements and available for inspection by NBGH, Governmental Authorities and/or Utility Supplier.	SF	High	N/A	N/A	R

APPENDIX A

SPACE CLASSIFICATION TABLES

See attached.

Key:
 Classification from Table 2
 1 STAT
 2 Urgent
 3 Immediate
 4 Routine
 5 Scheduled

Type A Service Failures

Section	AF Item	Description	Space Classification				
			Class 1	Class 2	Class 3	Class 4	Class 5
3	SP09	The Site and Facility are maintained to the Standards specified in Tables 4, 5 & 6 of these Output Specifications at all times.	4	4	4	4	3
	SP10	The heating, air conditioning, humidity and mechanical ventilation systems (including fume cupboards and other local ventilation systems) function as intended with the correct circulation rates and air filtration efficiencies as outlined in Table 7 of these Output Specifications.	N/A	N/A	N/A	N/A	N/A
	SP11	Conforming with, or exceeding, the baseline measurements established at Substantial Completion for the number of air exchanges to specific rooms.	N/A	N/A	N/A	N/A	N/A
	SP12	The defined Functional Areas in Table 7 are kept at the temperatures defined in Table 7 of these Output Specifications.	N/A	N/A	N/A	N/A	N/A
	SP13	The sound level in each Functional Area is not greater than the maximum sound levels defined in Table 8b of these Output Specifications.	N/A	N/A	N/A	N/A	N/A
	SP14	The acoustic performance of the Facility conforms to Table 8a to 8c of these Output Specifications.	N/A	N/A	N/A	N/A	N/A
	SP15	The vibration level performance will conform with or exceed the baseline measurements established at Substantial Completion.	N/A	N/A	N/A	N/A	N/A
	SP16	All lighting systems are fully functional, safe, and maintained to provide illumination levels at agreed benchmark levels.	N/A	N/A	N/A	N/A	N/A
	SP17	The public address system will operate as designed.	N/A	N/A	N/A	N/A	N/A
	SP19	The BMS initiates the appropriate alarms.	N/A	N/A	N/A	N/A	N/A
	SP22a	Minimum levels of fully functioning elevators by category are maintained at all time.	N/A	N/A	N/A	N/A	N/A
	SP22c	Elevator Availability for any one elevator is 99.0% as measured each month.	N/A	N/A	N/A	N/A	N/A
	SP23a	All external areas of the Facility are maintained in accordance with the Service Standards in Table 6 and Response and Rectification Times as described in Table 2 of these Output Specifications	N/A	N/A	N/A	N/A	N/A
4	SP03	An adequate, continuous supply of all utility services is maintained 365(6) days per year, 24 hours a day, during the Operational Term. In the event that there is a disruption from the Utility Company, Project Co will supply emergency utilities, as defined in the Existing Design.	N/A	N/A	N/A	N/A	N/A

Key: Classification from Table 2
 1 STAT (1 hour rectification)
 2 Urgent (12 hour rectification)
 3 Immediate (24 hour rectification)
 4 Routine (5 day rectification)
 5 Scheduled

Type B Service Failures

Section	AF Item	Description	Space Classification				
			Class 1	Class 2	Class 3	Class 4	Class 5
3	SP09	The Site and Facility are maintained to the Standards specified in Tables 4, 5 & 6 of these Output Specifications at all times.	4	4	3	3	2
	SP10	The heating, air conditioning, humidity and mechanical ventilation systems (including fume cupboards and other local ventilation systems) function as intended with the correct circulation rates and air filtration efficiencies as outlined in Table 7 of these Output Specifications.	4	4	3	3	2
	SP11	Conforming with, or exceeding, the baseline measurements established at Substantial Completion for the number of air exchanges to specific rooms.	4	4	3	3	2
	SP12	The defined Functional Areas in Table 7 are kept at the temperatures defined in Table 7 of these Output Specifications.	4	4	3	3	2
	SP13	The sound level in each Functional Area is not greater than the maximum sound levels defined in Table 8b of these Output Specifications.	4	4	3	3	2
	SP14	The acoustic performance of the Facility conforms to Table 8a to 8c of these Output Specifications.	4	4	3	3	2
	SP15	The vibration level performance will conform with or exceed the baseline measurements established at Substantial Completion.	4	4	3	3	2
	SP16	All lighting systems are fully functional, safe, and maintained to provide illumination levels at agreed benchmark levels.	4	4	3	3	2
	SP17	The public address system will operate as designed.	3	3	3	3	3
	SP19	The BMS initiates the appropriate alarms.	4	4	3	3	2
	SP22a	Minimum levels of fully functioning elevators by category are maintained at all time.	3	3	3	3	3
	SP22c	Elevator Availability for any one elevator is 99.0% as measured each month.	4	4	4	4	4
	SP23a	All external areas of the Facility are maintained in accordance with the Service Standards in Table 6 and Response and Rectification Times as described in Table 2 of these Output Specifications	4	4	4	4	4
4	SP03	An adequate, continuous supply of all utility services is maintained 365(6) days per year, 24 hours a day, during the Operational Term. In the event that there is a disruption from the Utility Company, Project Co will supply emergency utilities, as defined in the Existing Design.	4	4	3	3	2

Key: Classification from Table 2
 1 STAT (1 hour rectification)
 2 Urgent (12 hour rectification)
 3 Immediate (24 hour rectification)
 4 Routine (5 day rectification)
 5 Scheduled

Type C Service Failures

Section	AF Item	Description	Space Classification				
			Class 1	Class 2	Class 3	Class 4	Class 5
3	SP09	The Site and Facility are maintained to the Standards specified in Tables 4, 5 & 6 of these Output Specifications at all times.	3	3	2	1	1
	SP10	The heating, air conditioning, humidity and mechanical ventilation systems (including fume cupboards and other local ventilation systems) function as intended with the correct circulation rates and air filtration efficiencies as outlined in Table 7 of these Output Specifications.	3	3	2	1	1
	SP11	Conforming with, or exceeding, the baseline measurements established at Substantial Completion for the number of air exchanges to specific rooms.	3	3	2	1	1
	SP12	The defined Functional Areas in Table 7 are kept at the temperatures defined in Table 7 of these Output Specifications.	3	3	2	1	1
	SP13	The sound level in each Functional Area is not greater than the maximum sound levels defined in Table 8b of these Output Specifications.	3	3	2	1	1
	SP14	The acoustic performance of the Facility conforms to Table 8a to 8c of these Output Specifications.	3	3	2	1	1
	SP15	The vibration level performance will conform with or exceed the baseline measurements established at Substantial Completion.	3	3	2	1	1
	SP16	All lighting systems are fully functional, safe, and maintained to provide illumination levels at agreed benchmark levels.	3	3	2	1	1
	SP17	The public address system will operate as designed.	3	3	2	1	1
	SP19	The BMS initiates the appropriate alarms.	3	3	2	1	1
	SP22a	Minimum levels of fully functioning elevators by category are maintained at all time.	3	3	3	1	1
	SP22c	Elevator Availability for any one elevator is 99.0% as measured each month.	4	4	4	4	4
	SP23a	All external areas of the Facility are maintained in accordance with the Service Standards in Table 6 and Response and Rectification Times as described in Table 2 of these Output Specifications	3	3	3	3	3
4	SP03	An adequate, continuous supply of all utility services is maintained 365(6) days per year, 24 hours a day, during the Operational Term. In the event that there is a disruption from the Utility Company, Project Co will supply emergency utilities, as defined in the Existing Design.	3	3	2	1	1

SCHEDULE 16**TITLE ENCUMBRANCES**

The following Encumbrances are registered against title to the Site:

PIN 49128-0006 (LT):

1. Transfer Easement in favour of The Hydro-Electric Power Commission of Ontario registered as Instrument No. LT57514, as amended by Instrument No. LT413144.
2. Transfer Easement in favour of The Northern Ontario Natural Gas Company Limited registered as Instrument No. LT77541.
3. Plan Reference registered as Instrument No. 36R10957.
4. Plan Reference registered as Instrument No. 36R11318.
5. Transfer Easement in favour of Hydro One Networks Inc. registered as Instrument No. LT403065.
6. Plan Reference registered as Instrument No. 36R11367.
7. Transfer Easement in favour of Union Gas Limited registered as Instrument No. LT405939.
8. Site Plan Control Agreement between The Corporation of the City of North Bay, North Bay General Hospital and Northeast Mental Health Centre registered as Instrument No. BS19369.

PIN 49128-0234 (LT):

9. Transfer Easement in favour of The Northern Ontario Natural Gas Company Limited registered as Instrument No. LT77541.
10. Plan Reference registered as Instrument No. 36R11367.
11. Transfer Easement in favour of Union Gas Limited registered as Instrument No. LT405939.
12. Notice Agreement registered as Instrument No. LT409632.
13. Site Plan Control Agreement between The Corporation of the City of North Bay, North Bay General Hospital and Northeast Mental Health Centre registered as Instrument No. BS19369.

PIN 49093-0020 (LT):

14. Transfer Easement in favour of The Hydro Electric Power Commission of Ontario registered as Instrument No. CD118.
15. Transfer Easement in favour of The Hydro Electric Power Commission of Ontario registered as Instrument No. CD120.
16. Plan Reference registered as Instrument No. 36R10957.
17. Plan Reference registered as Instrument No. 36R11264.
18. Transfer Easement in favour of Hydro One Networks Inc. registered as Instrument No. NB162482.
19. Bylaw registered as Instrument No. NB163514.
20. Deposit registered as Instrument No. NB163565.
21. Plan Reference registered as Instrument No. 36R11520.
22. Site Plan Control Agreement between The Corporation of the City of North Bay, North Bay General Hospital and Northeast Mental Health Centre registered as Instrument No. BS19369.

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SCHEDULE 17**EMPLOYEE TRANSITION****1. Transferred Employees**

1.1 In respect of the Affected Hospital Employees, the applicable Hospital shall, no later than 90 Business Days prior to the Transfer Date, and, thereafter, no later than 5 Business Days from completion of a payroll period in which there is a material change to the relevant information, provide Project Co or the relevant Project Co Party, as the case may be, with:

- (a) a list of all Affected Hospital Employees to be transferred pursuant to Section 28.1 of the Project Agreement;
- (b) a copy of the Collective Agreement, including any amendments thereto, applicable to any of the Affected Hospital Employees;
- (c) a list detailing the salary, job classification or position, length of service, date of hire (if different), regular hours of work, overtime worked in the last 12 months, vacation pay entitlements, accumulated sick banks, employment status (active, paid leave of absence, unpaid leave of absence, layoff, short or long term disability, or discharged pending arbitration) and expected date of return if not actively at work for each Affected Hospital Employee;
- (d) a description of the extended health and medical coverage to which the Affected Hospital Employees may be entitled on the Transfer Date, including a description of any extended medical coverage, group life insurance, accidental death and dismemberment, vision care, dental care and any other similar benefits;
- (e) a description of the retirement benefits to which the Affected Hospital Employees will be entitled on the Transfer Date, including any registered pension plans and group retirement savings plans;
- (f) a description of any other material supplemental benefits to which the Affected Hospital Employees will be entitled on the Transfer Date that are not specified in the Collective Agreement, including Canada Savings Bonds, group registered retirement savings plan programs and employee assistance programs; and
- (g) a list of any outstanding grievances or litigation, including claims under the *Human Rights Code* (Ontario), the *Occupational Health and Safety Act* (Ontario) and other provincial employment statutes, related to the Affected Hospital Employees.

1.2 The applicable Hospital shall, no later than 3 Business Days after the Transfer Date, also provide Project Co or the relevant Project Co Party with a list, updated to the Transfer Date, of any outstanding grievances or litigation related to the Transferred Employees.

- 1.3 Project Co may, in consultation with the applicable union, issue or cause the relevant Project Co Party to issue, a confirmation of continuing employment to the Transferred Employees identified on the list described in Section 1.1(a) above.

2. Benefit Plan

- 2.1 No later than 20 Business Days prior to the Transfer Date, Project Co shall arrange, or shall cause the relevant Project Co Party to arrange, in accordance with Section 28 of the Project Agreement, for the establishment or designation of benefit plans in which any Transferred Employee would participate, on or after the Transfer Date, and shall immediately notify the applicable Hospital, in writing, of the establishment or designation of such benefit plans. The applicable Hospital will notify the applicable insurer(s) that the Transferred Employees will cease to participate in that Hospital's benefit plans effective as of the Transfer Date.

3. Pension Plan

- 3.1 No later than 60 Business Days prior to the Transfer Date, Project Co shall, or shall cause the relevant Project Co Party to, either:
- (a) provide confirmation, in writing, to the applicable Hospital that Project Co, or the relevant Project Co Party, is currently a participating employer under the terms of the Applicable Pension Plan;
 - (b) seek approval from the administrator of the Applicable Pension Plan that it qualifies as a participating employer under the terms of the Applicable Pension Plan so as to provide pension benefits in accordance with Section 28 of the Project Agreement for all Transferred Employees on and after the Transfer Date, and provide confirmation, in writing, to the applicable Hospital of the approval from the administrator of the Applicable Pension Plan no later than 5 Business Days after such approval;
 - (c) establish a new pension plan so as to provide pension benefits in accordance with Section 28 of the Project Agreement for all Transferred Employees on and after the Transfer Date, and provide confirmation, in writing, to the applicable Hospital of the establishment of a new pension plan no later than 5 Business Days after such establishment or designation; or
 - (d) designate an existing pension plan so as to provide pension benefits in accordance with Section 28 of the Project Agreement for all Transferred Employees on and after the Transfer Date, and provide confirmation, in writing, to the applicable Hospital of the designation of an existing pension plan no later than 5 Business Days after such establishment or designation.
- 3.2 No later than 20 Business Days prior to the Transfer Date, the applicable Hospital shall notify the administrator of the Applicable Pension Plan that, except as outlined in Section 4.1, the Transferred Employees will cease to be its employees effective as of the Transfer

Date and, accordingly, that the applicable Hospital will cease to be responsible for contributions on behalf of the Transferred Employees on and after the Transfer Date.

4. Leaves of Absence

4.1 Affected Hospital Employees who are in receipt of short-term disability or long-term disability benefits on the date immediately preceding the Transfer Date shall remain employees of the applicable Hospital so as not to adversely affect their entitlement to benefits until such time as they cease to receive such disability benefits or are declared fit to resume employment, at which time, they will become Transferred Employees pursuant to the Project Agreement, unless otherwise agreed to on an individual employee basis between the Parties. All other Affected Hospital Employees who are on leave of absence on the Transfer Date will become Transferred Employees on the Transfer Date.

5. List of Employees

5.1 The applicable Hospital shall provide to Project Co on Financial Close a list of the names of the Affected Hospital Employees.

5.2 The applicable Hospital shall provide an updated list of names to Project Co on or before the Transfer Date.

6. Employee Files

6.1 The applicable Hospital shall (to the extent permitted by Applicable Law and the Collective Agreement) transfer to Project Co, no later than 2 Business Days following the Transfer Date, copies of all documents created in the 18 months prior to the Transfer Date and held in the Transferred Employees' employment files, excluding any Personal Information that may be relevant to the pension and benefit plans provided by the applicable Hospital which Personal Information shall not be transferred.

7. Vacation and Overtime Accrual

7.1 Notwithstanding Section 28.2(a) of the Project Agreement, the applicable Hospital shall be responsible for vacation and overtime accruals which are attributed to the employment of each Transferred Employee prior to the Transfer Date, but which are claimed by the Transferred Employee after the Transfer Date, up to the value of such accruals as calculated by the applicable Hospital as at the Transfer Date.

7.2 The applicable Hospital shall notify Project Co as to the aggregate amount of such accruals no later than 2 Business Days after the Transfer Date and shall pay such amount to Project Co within 5 Business Days thereafter.

7.3 Project Co shall, upon receipt of instructions, and following its receipt of such monies from the applicable Hospital, transfer such monies to the Project Co Party that is the employer of the Transferred Employees, if applicable. For greater certainty, the applicable Hospital's obligations under this Section 7 shall be fully satisfied by such

payment to Project Co, regardless of whether a Project Co Party shall be the employer of any Transferred Employees.

8. Sick Banks

- 8.1 The applicable Hospital's responsibility for all Transferred Employees' accumulated sick banks ends on the Transfer Date. For greater certainty, Project Co shall assume, or shall cause the relevant Project Co Party to assume, all liability and obligations related to the Transferred Employees' accumulated sick banks as at the Transfer Date.

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SCHEDULE 18**COMMUNICATIONS PROTOCOL****1. GENERAL****1.1 Communications Principles**

The Project represents an important infrastructure commitment by the Province. Accordingly, a comprehensive communications and stakeholder relations plan is required to ensure the public is informed and engaged where necessary. This plan will support effective communications between Project Co and NBGH, and with NBGH stakeholders and the greater North Bay community.

2. NBGH RESPONSIBILITIES**2.1 Lead Communications Role**

NBGH will assume the lead communications role. NBGH will take primary responsibility for all communications matters and will be responsible for:

- (a) providing identified, dedicated lead communications contacts with applicable skills and experience with 24/7 availability on applicable aspects of communications and issues management;
- (b) providing an identified, dedicated media-trained lead media spokesperson, with back-up media-trained personnel, as required with 24/7 availability on applicable aspects of communications;
- (c) acting as primary media contact for the Project;
- (d) providing final review and approval of all public communications materials;
- (e) communicating promptly with all relevant parties on crisis issues and communicating within 24 hours on general issues;
- (f) maintaining and updating the Project website, as required; and
- (g) providing coordinated updates to internal/ external stakeholders, as required.

2.2 NBGH Communications Responsibilities During the Works Phase

In the period up to the Substantial Completion Date, NBGH will be responsible for the following matters:

- (a) Communications: To develop a comprehensive communications strategy and program that includes community relations, media relations, marketing, special events, employee communications and government relations regarding issues related to the Project.

- (b) Crisis Communications: To undertake, in cooperation with Project Co, required planning for potential crisis issues related to the Project. A plan will be developed within 30 days of the date of this Project Agreement outlining the roles and responsibilities of both NBGH and Project Co during a crisis situation.
- (c) Patient-Related Communication: To provide all communications related to the provision of the Hospital Services.
- (d) Performance Review: To review, on a periodic basis, Project Co's performance in providing communications support as outlined in Section 3 of this Schedule 18.

2.3 NBGH Communications Responsibilities During the Operational Term

No later than 30 days prior to the Scheduled Substantial Completion Date, the Parties will agree on a communications protocol to apply during the Operational Term.

3. PROJECT CO RESPONSIBILITIES

3.1 Support Communications Role

Project Co will assume a supporting role with respect to communications related to the Project. Project Co will be responsible for:

- (a) providing identified, dedicated media-trained lead media spokesperson (with back-up media-trained personnel, as required) with 24/7 availability on applicable aspects of communications;
- (b) responding to communications issues in accordance with agreed timeframes;
- (c) reviewing and/ or providing communications and/ or technical materials reasonably requested by NBGH for website content;
- (d) updating, in collaboration with NBGH, internal/ external stakeholders, as required, including involvement and participation in community events;
- (e) providing the public/ media reasonable access to the Site for milestone events;
- (f) directing all media enquiries and interview requests to NBGH's lead communications contact;
- (g) maintaining a written record of all material public enquiries, complaints and communications and providing copies to NBGH's lead communications contact on a weekly basis (or immediately if urgent);
- (h) reporting to NBGH on communications matters on an agreed upon basis;
- (i) participating in NBGH communications meetings, as required; and

- (j) during a crisis situation, ensuring and making available sufficient resources to work effectively with NBGH and proactively manage and perform its communications responsibilities.

3.2 Project Co Communications Responsibilities During the Works Phase

In the period up to the Substantial Completion Date, Project Co will:

- (a) within 30 days of the date of this Project Agreement and in collaboration with NBGH, develop, maintain and implement a construction liaison and communications plan that includes:
 - (i) a description of Project Co's approach to all communications aspects of the Project;
 - (ii) a description of Project Co's communications team, including the roles and responsibilities for each team member and any Subcontractors who will provide any aspect of the communications program; and
 - (iii) the identification of proposed communication tools to be used to keep the community and other stakeholders informed with respect to the progress of the Project;
- (b) update the construction liaison and communications plan on an annual basis or as reasonably requested by NBGH;
- (c) coordinate with NBGH in the implementation of the construction liaison and communications plan;
- (d) attend regular meetings with NBGH to discuss communication issues and developments;
- (e) produce monthly progress reports, which will include information on activities, public and media enquiries, any emerging issues, and actions taken in response to issues;
- (f) through NBGH, provide regular updates to the immediately affected property owners and neighbourhoods on Works related issues with particular attention to communicating the scope, schedule and status of the Works. This will include processes to proactively address any Works related enquiries and issues (e.g., public enquiries and complaints re noise, hours of work, dust, etc.);
- (g) provide regular updates to NBGH related to the management of local traffic during the Works;
- (h) develop, in collaboration with NBGH, a crisis communication plan outlining roles and responsibilities for a list of potential crisis issues that could develop during the Works; and
- (i) follow any guidelines provided by NBGH related to signage or advertising at the Site.

3.3 Project Co Communications Responsibilities During the Operational Term

No later than 30 days prior to the Scheduled Substantial Completion Date, the Parties will agree on a communications protocol to apply during the Operational Term.

4. MEDIA RELEASES

4.1 Media Releases/Publicity

- (a) Project Co shall not, and shall ensure that no Project Co Party shall, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, this Project Agreement, the Hospital Services, or any matters related thereto, without the prior written consent of NBGH, in its sole discretion.
- (b) Unless otherwise required by Applicable Law (but only to that extent), neither Party shall use the other Party's name or refer to the other Party, directly or indirectly, in any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, this Project Agreement, the Hospital Services, or any matter related thereto, without the prior written consent of the other Party.
- (c) Project Co shall, and shall ensure that all Project Co Parties and its and their subcontractors, agents, employees, officers and directors, in each case, comply, at all times, with NBGH's media release and publicity protocols or guidelines, as such protocols and/or guidelines are updated by NBGH from time to time.

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SCHEDULE 19

HERITAGE GUIDELINES AND PROTOCOLS

See attached.

**BEST PRACTICE GUIDELINES FOR THE
TREATMENT OF HUMAN SKELETAL REMAINS DISCOVERED OUTSIDE
A LICENSED CEMETERY**

The attached document is a "best practices" guideline describing the procedures for the treatment of human skeletal remains discovered outside a licensed cemetery. It reflects an agreement among members of the various ministries and agencies involved in the resolution of such burials (i.e., First Nations Burial Committee of Toronto; Toronto Police Service; Ministry of Citizenship, Culture and Recreation; Cemeteries Regulation Section of Ministry of Consumer and Commercial Relations; Ministry of Transportation; and The Office of the Chief Coroner) and reflects what is seen as the best practice.

The document is intended to serve as a guide to approval authorities as a discovery goes through the many different steps involved in a reburial to ensure that human remains are treated with respect and dignity and processed in a timely and efficient manner.

It is intended that this guide be reviewed periodically to reflect experiences with the topic. The signatories to this guideline have agreed to ensure that staffs within their jurisdictions have access to this guideline.

Should clarification be required, please refer to the Cemeteries Act (Revised) R.S.O.1990 or contact one of the signatories.

Signatories:

First Nations Burial Committee of Toronto
Toronto Police Service
Ministry of Citizenship, Culture and Recreation
Cemeteries Regulation Section of Ministry of Consumer and Commercial Relations
Ministry of Transportation
Office of the Chief Coroner

The Discovery of Human Remains - Best Practices

Introduction

The following is designed to assist all those involved in responding to and addressing discoveries of human skeletal remains outside of a licensed cemetery. The advice is presented as a series of best practices among the many overlapping interests and jurisdictions of several ministries, agencies, police services and other government bodies that are triggered when human skeletal remains are uncovered. This approach has been developed with the support and approval of the First Nations Burial Committee of Toronto. The practices outlined here are equally applicable to discoveries of human remains across Ontario.

These best practices support the existing regulatory and statutory mechanisms in Ontario. Responsibility for a burial passes through a number of jurisdictions (i.e., Police, Coroner, Cemeteries Regulation Section) and the intent of this document is to ensure this flow is effective and seamless. This information should be read along with the attached flow chart outlining the mandatory process to be followed under existing statutes. Although the flow chart describes the process as being linear, in many instances events can and do happen simultaneously.

A Note on Public Notification:

Getting through the entire discovery and disposition process when human remains are found will see the authority of the issue shift among several agencies. As such, until all investigations have been carried out and the disposition resolved, formal press releases or contacting the media should only occur if all affected authorities have concurred (i.e. police, coroner and Cemeteries Registrar). In addition, after all investigations have been completed, the concerns of the landowner and group acting as representative for the deceased (e.g. First Nation) should be considered before media contact. Premature media notification, particularly prior to having accurate identification of the deceased, will lead to misinformation, misplaced concerns being raised, and potentially a hardening of attitudes. This can make a final disposition agreement more difficult to reach.

Any media interest should be directed to the agency that has authority over the burial site at the time of the media contact (i.e. police, Coroner's Office or Cemeteries Registrar). Media photography of the remains should be avoided: a publicly displayed photograph of skeletal remains is both disrespectful to the deceased and offensive to representatives for the deceased.

A Note on Archaeology:

It is important to note that the discovery of human remains will occur in two basic contexts: either through accidental discovery by an individual in unexpected circumstances, or through discovery as part of an archaeological examination/excavation of a locale by a trained archaeologist, licensed by the Ministry of Citizenship, Culture & Recreation (MCzCR) under the Ontario Heritage Act. In the latter case, the archaeologist will possess the skills, knowledge and expertise to assist both the police and coroner in determining the age of the interment, as well as to assist the landowner in generating the information the Cemeteries Registrar will require to determine the nature, extent and cultural affiliation of the persons buried. His or her presence at the front end of the discovery process will greatly aid all authorities in making quick and

accurate determinations, and as such should be relied on as much as possible in such circumstances.

Under the Coroner's Act

1. A person finding skeletal material may first contact staff in an agency other than the police or coroner (e.g. MCzCR or Ministry of Consumer & Commercial Relations [MCCR] staff). When that occurs, the person is to be immediately instructed to report the find to the local police or coroner. An appropriate contact list (e.g. Regional Coroner's offices) should be maintained by all agencies that may be first contacted about such a discovery.

2. When the police are first contacted they will attend the scene, protect the site and contact the local coroner. The coroner, or the police on behalf of the coroner, will conduct an investigation to determine if: a) the skeletal material is human and b) if the site represents a crime scene. The investigators will need to obtain all the information required to make a determination. However, efforts should be made at this stage to minimize site disturbance. All bone and associated grave goods still embedded in the ground should not be disturbed unless removal is essential for the coroner to make a determination. Poking, pulling, and digging up the bone in an uncontrolled manner can quickly destroy critical data essential to making accurate identifications.

3. Whenever possible, the police and coroner should seek the assistance of an archaeologist in conducting the investigation. This is especially critical since burials are archaeological deposits in their own right, and are often found as part of more extensive archaeological deposits. As such, confirming an association of the burial with a surrounding archaeological site will help determine whether or not the remains are part of a crime scene. Also, the archaeologist can help ensure that the larger heritage resource is not destroyed or damaged during investigation of the skeletal material. MCzCR staff can sometimes be called on to visit the scene with the police.

4. Archaeologists will consider issues such as the condition and discoloration of the bone, presence of artifacts around the discovery site, and knowledge of known archaeological sites in the area to determine chronological (and cultural) associations. If intact deposits are examined, features such as the presence/absence of a coffin, depth of remains, position of body, presence of grave goods, etc., will also assist the determination.

5. When skeletal material is found and it is not readily obvious that this material is either a burial or crime scene, coroners will often employ the services of a physical anthropologist or osteologist to examine the bone in detail. While the coroner requires only a basic determination of age (i.e. recent vs. historic/ancient) and nature of the interment, the physical anthropologist's study can also determine cultural affiliation (based on the presence/absence of specific skeletal traits), age of the individual at death, sex, and even funerary practices. This information will be essential for both the Cemeteries Registrar's investigation, as well as for the deceased's representative in determining the appropriate re-interment requirements. As such, latitude in allowing the physical anthropologist to complete a full, basic descriptive analysis of the skeletal material as a part of the coroner's investigation will greatly aid in addressing remaining issues associated with this process.

6. When the Coroner is satisfied the discovery site is not a crime scene, it is essential that he/she notifies the Registrar of Cemeteries of the discovery, and passes along any relevant information (e.g. contacts, results of any analyses, etc.). It is also essential that the landowner understand that he/she will need to preserve and protect the site from the point when the police are no longer involved, and until a disposition is made under the Cemeteries Act.

Under the Cemeteries Act

1. Under the Cemeteries Act the Registrar will be required to determine and formally declare what the locale is: either an irregular burial site (unintentional interment), or an unapproved cemetery or unapproved Aboriginal Peoples cemetery. When the information is not already in hand (i.e. based on archaeological findings or the results of the coroner's investigation) the landowner normally will be required to undertake an investigation. Such an investigation will generate the information necessary for the Registrar to make an accurate declaration.

2. In most cases, such investigations will be undertaken by a licensed and qualified archaeologist hired by the landowner. MCzCR ensures that the Cemeteries Registrar has a current list of such licensees which can be made available to the landowner.

3. The intent of the investigation is to provide the Cemeteries Registrar with, the data necessary to make a declaration. As such, burial investigations will minimize normal archaeological fieldwork and reporting requirements. It will be determined following the Registrar's declaration and disposition agreement reached between landowner and deceased's representative whether disinterment is necessary.

4. The investigation for the Registrar must determine whether or not the interment(s) were intentional, and the basis on which this is made, the cultural affiliation of the deceased, and the defined limits of the area containing burials, the style and manner in which the remains are interred, and a description of the artifacts determined to form part of the burial site. It may also be necessary to determine the exact number of discrete burials present in the area. Excavation methods should maximize recovery of this data, while minimizing disturbances to the remains. Recording should also be limited to that required by the Registrar (e.g. emphasis on mapping location of burials in relation to property lines, existing structures, or other reference points). MCzCR will advise licensed archaeologists of the appropriate archaeological methods.

5. During the investigation, the remains must be treated with respect and care. All artifacts found in the burial are to be considered grave goods, and should be treated as part of the burial, and kept with the skeletal remains. Burials must not be unnecessarily exposed to the elements or to casual viewing, and must be covered over as soon as possible following identification. The landowner continues to be responsible for preserving and protecting the site during this investigation, and until a disposition is made under the Cemeteries Act.

6. At the conclusion of the investigation a report must be submitted to the Registrar. This report will need to include the information required in Point 4. For sites that date to the last 200 years, historical research (e.g. land title search, newspapers, local informant interviews, etc.) may be required to answer some of the information points outlined in Point 4. This report will also

serve to address the archaeologist's reporting requirements for the license issued by MCzCR under the Ontario Heritage Act.

7. Once the Registrar can make a declaration, and the locale is determined to be an unapproved cemetery, he/she will locate a representative for the deceased. If the locale is an unapproved Aboriginal Peoples cemetery, the Registrar will contact the nearest First Nation Government. Another community of Aboriginal People whose members have a close cultural affinity to the interred person may also act as representative. As well, if agreed-to and established before-hand, a designated "Burials Committee" can serve as the first point of Aboriginal contact for the Registrar. If the burial is non-aboriginal, the Registrar will attempt to find a representative through media notification. Where no descendant is found, a representative of the same religious denomination as the person buried can act for the deceased.

8. The representative and landowner will agree to a disposition agreement outlining what is to be done with the burials. Where there is no agreement, binding arbitration is provided under the Cemeteries Act. Typically there are three options: 1) leave the remains intact and establish the site as a cemetery; 2) establish a cemetery nearby, remove the remains and re-inter them there; 3) remove the remains and reinter them in an existing cemetery. The option selected with respect to an unapproved cemetery or unapproved Aboriginal Peoples cemetery will be negotiated between the landowner and representative for the deceased.

9. If the discovery is declared to be an irregular burial site, there are three options: 1) leave the remains intact and establish the site as a cemetery; 2) establish a cemetery nearby, remove the remains and re-inter them there; 3) remove the remains and re-inter them into an existing cemetery. The landowner will decide which option and is responsible for all costs.

10. In respect to an unapproved cemetery or unapproved Aboriginal Peoples cemetery, if a disinterment/reburial option is selected, the burials will need to be fully uncovered, removed and reinterred with a minimum of damage and time. Costs associated with a disposition agreement will be negotiated by the landowner and representative. While the time it takes to complete this work will be subject to the wishes of the landowner and representative, factors such as the number and nature of interments, level of observations required by the representative for re-interment purposes, etc., will affect the length of time needed to complete the removal and reinterment. Consequently, in order to minimize time while maximizing care and documentation, this work is best done by a licensed archaeologist under the direction of the disposition agreement.

11. During removal, detailed observations will need to be made of the archaeological context of the burial to ensure that all associated remains and grave goods are fully recovered. Age at death and sex of the individual should also be noted. This information will assist in determining the appropriate methods of re-interment, as well as to assist in determining what specific ceremonies need to accompany the reburial. Basic mapping can be used to aid in making these observations. No scientific analysis of the skeletal remains or grave goods can occur during this process without the consent of the representative of the deceased.

12. Should the disposition agreement impact on adjacent archaeological remains, or should concerns be raised for these deposits during negotiations, MCzCR will advise and work closely

with the Cemeteries Registrar and others concerned to determine what is the most appropriate course of action. MCzCR will also assist in mediating any issues that might arise between the licensed archaeologist and other parties.

July 15, 1998

**CULTURAL HERITAGE PROTOCOL
AGREEMENT BETWEEN
THE MINISTRY OF GOVERNMENT SERVICES &
THE MINISTRY OF CULTURE & COMMUNICATIONS**

Introduction

The Cultural Heritage Protocol is an agreement between the Ministry of Government Services (MGS) and the Ministry of Culture and Communications (MCC) concerning the development of a process for identifying and protecting cultural heritage resources affected by those MGS real property undertakings addressed in the MGS Parent Class Environmental Assessment (EA).

Effective July 1, 1991, the Protocol applies to Ontario Regulation 1/90 (MGS 1021, and is intended to continue under and in parallel with the functioning of the MGS Parent Class EA.

Cultural Heritage Resources

The following are cultural heritage resources based in real property:

- archaeological sites
- buildings and structural remains of historical, architectural and contextual value
- districts or landscapes of historic and scenic value in rural, village and urban contexts
- places which hold significance because of sacred value or long traditional use

MGS Responsibilities

As a purchaser, property owner or vendor, MGS is responsible for protecting the provincial interest in preserving its cultural heritage resources. As a tenant, MGS must not adversely affect cultural heritage resources on leased property.

Implementation Plan

MGS will implement the Protocol in two phases commencing before the implementation date of MGS Parent Class EA.

- **Phase 1** is a short-term assignment to be performed by consultants in 3 stages.
- **Phase 2** is an ongoing responsibility requiring permanent resources.

Phase 1:

This phase will be implemented in 3 stages as follows:

- A. MGS will retain a consultant to carry out the following steps:

1. Develop operational definitions of the cultural heritage resources listed above.
 2. Develop simple and effective criteria for determining whether or not a property has potential heritage significance.
 3. Prepare a list of available MGS, MCC and other government data sources for the recognition of cultural heritage resources.
 4. Identify and review existing guidelines; adopt/adapt relevant materials for MGS purposes, resulting in:
 - (a) A Guideline for Appropriate Documentation indicating where, when, who, and to what extent documentation should be collected for buildings, groups of structures, structural remains, districts and landscapes.
 - (b) An Evaluation System which can assess the significance of the resource being documented.
 - (c) A Guideline for Maintenance, Repair and Alteration identifying appropriate means of carrying out changes, renovation, rehabilitation, restoration, or additions to structures which have heritage significance.
 5. Assemble a list of government and non-government consultative sources, based on the stakeholders listed below, for the four categories of cultural heritage resources.
 6. Develop heritage inventory forms which can be used by field staff and serve as the basis for a physical file.
- B. MGS will retain consultants on a regional basis to carry out the following steps;
1. Review additional non-government consultative sources, based on the stakeholders listed in Phase 2 "Evaluation Process", for the four categories of cultural heritage resources.
 2. Review MGS buildings and identify the potential cultural heritage resources: note any heritage implications of pertinent MGS building sites and develop an interim listing.
 3. Document any immediate threats to the heritage features, and the implications the heritage features might have on future property management or development.
- C. MGS will retain the consultant for Phase 1A to carry out the following step:

1. Review existing guidelines, as well as the "generic guidelines" developed in Phase 1A (step #4), and adopt/adapt relevant materials for MGS purposes, resulting in:
 - (a) A Guideline for the Assessment of Archeological Sites indicating where, when and how to access.
 - (b) A Guideline for Mitigative Measures relating to projects involving heritage structures. This would describe the appropriate means of dealing with unavoidable impacts and discuss relocation, moth balling, demolition and reassembly, screening, etc.
 - (c) A Guideline for Compatible Development indicating appropriate ways to build new structures which are compatible with existing buildings, districts or landscapes.

Phase 2:

This phase may commence before the completion of Phase 1, and will involve the following activities:

A. Evaluation Process

Using the "generic guidelines" from Phase 1A (Step #4), MGS will carry out active evaluations for specific projects, involving the collection of any necessary data, to determine the significance, options and courses of action to be documented in evaluation reports.

For specific undertakings, MGS and MCC will evaluate potential cultural heritage resources in consultation with stakeholders:

- for archaeological sites:
contact MCC, Ministry of Natural Resources (MNR), aboriginal groups, historical societies
- for buildings and structural remains of buildings:
contact MCC, local architectural conservation advisory councils (LACACs), historical societies, local and regional municipalities
- for districts or landscapes of historic and scenic value in rural, village and urban contexts:
contact local and regional municipalities and LACACs
- for unorganized territories:
contact MNR, Ministry of Municipal Affairs, aboriginal groups
- for places which hold significance because of sacred values or long traditional use:

contact aboriginal groups, local and regional municipalities

Upon approval of the MGS Parent Class EA, MGS will follow the consultation process outlined in the "Class EA Methodology" (Section 4).

B. Inventory

An inventory is required to capture and access heritage-related information. Based on the "interim listing" prepared as part of Phase IB (Step #2), any prevailing Information System will have fields to flag whether a property has, has not or may have heritage significance.

These "flags" must be cross-referenced to evaluation reports developed as part of the "evaluation process" which describe the heritage features in detail, identify immediate threats to them, and examine their potential implications on future property management or development.

The inventory will require ongoing maintenance, and must be readily available to MGS personnel.

Tim Casey
Assistant Deputy Minister
Realty Group
Ministry of Government Services

Linda Stevens
Assistant Deputy Minister
Cultural Division
Ministry of Culture and
Communications

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SCHEDULE 20**PAYMENT MECHANISM****1. DEFINITIONS**

The following terms shall have the following meanings:

- 1.1 **"Affected Area"** means an Area in which an Availability Failure Event is occurring.
- 1.2 **"Annual Service Payment"** means the sum calculated for each Contract Year in accordance with Section 4 of this Schedule 20.
- 1.3 **"Area"** means each area designated as such in Appendix A to this Schedule 20.
- 1.4 **"Area Availability Value"** means the value assigned to each Area in Appendix A to this Schedule 20.
- 1.5 **"Availability Failure Deduction"** means an amount calculated pursuant to Section 8 of this Schedule 20 and paid or payable by Project Co to NBGH in the event of an Availability Failure Event, and to effect such payment by Project Co such amount may be deducted by NBGH from the Monthly Service Payment otherwise payable for the relevant Payment Period.
- 1.6 **"Availability Failure Event"** means the occurrence of any non-compliance with a Performance Indicator of type "AF" contained in Schedule 15 - Output Specifications.
- 1.7 **"Availability Failure Severity Factor"** means 0.25 for a Category A Availability Failure Event, 0.50 for a Category B Availability Failure Event and 1.00 for a Category C Availability Failure Event.
- 1.8 **"Bedding-In Period"** means the 6-month period following the Payment Commencement Date.
- 1.9 **"Category A Availability Failure Event"** means, in respect of an Affected Area, an Availability Failure Event, as described in Appendix B to this Schedule 20.
- 1.10 **"Category B Availability Failure Event"** means, in respect of an Affected Area, an Availability Failure Event that is not a Category A Availability Failure Event or a Category C Availability Failure Event and NBGH continues to use the Affected Area for any Hospital Service.
- 1.11 **"Category C Availability Failure Event"** means in respect of an Affected Area, an Availability Failure Event of a nature that NBGH ceases to use the Affected Area for any Hospital Service where using the Area would pose a health or safety risk or an infection control risk to patients, staff or visitors of NBGH.

- 1.12 "**Class 5 Area**" means an Area designated as such in Appendix A to this Schedule 20.
- 1.13 "**Class 6 Area**" means an Area designated as such in Appendix A to this Schedule 20, being an Area associated with another Area.
- 1.14 "**Collective Agreement Rates**" has the meaning given in Section 4.6 of this Schedule 20.
- 1.15 "**Contract Year**" means the period of 12 calendar months that commences on April 1st of each calendar year and ends on the next ensuing March 31st, provided that:
- (a) the first Contract Year shall be such period that commences on the Payment Commencement Date and ends on the next ensuing March 31st; and
 - (b) the final Contract Year shall be such period that commences on the April 1st that precedes the date on which the Project Agreement expires or is terminated, for whatever reason, and ends on the expiry or termination of the Project Agreement.
- 1.16 "**Deduction**" means any reduction in the Monthly Service Payment arising as a result of an Availability Failure Event or a Service Failure.
- 1.17 "**Department**" means a group of Areas related as such according to the structure shown in Appendix A to this Schedule 20.
- 1.18 "**Escalation Factor**" means the escalation factor calculated in accordance with Section 5 of this Schedule 20.
- 1.19 "**Failure Points**" means points allocated to Project Co in respect of the occurrence of Availability Failure Events or Service Failures which are determined by the provisions set out in Section 12 of this Schedule 20.
- 1.20 "**High Priority Service Failure**" means a Service Failure which has been designated a High Priority Service Failure in Schedule 15 - Output Specifications.
- 1.21 "**Incentive**" means amounts which Project Co may earn related to its compliance with Schedule 15 - Output Specifications, as set out in Section 11 of this Schedule 20.
- 1.22 "**Initial CPI Adjustment**" means the amount calculated in accordance with Section 4.2 of this Schedule 20.
- 1.23 "**Initial Labour Adjustment**" has the meaning given in Section 4.4 of this Schedule 20.
- 1.24 "**Low Priority Service Failure**" means a Service Failure which has been designated a Low Priority Service Failure in Schedule 15 - Output Specifications.
- 1.25 "**Lower Energy Limit**" means the low end of the range of energy consumption in a given month indicated by the Energy Benchmark, expressed in kilowatt-hours.
- 1.26 "**Medium Priority Service Failure**" means a Service Failure which has been designated a Medium Priority Service Failure in Schedule 15 - Output Specifications.

- 1.27 **"Monthly Base Payment"** means the sum payable by NBGH to Project Co for the provision of the Project Co Services, before Deductions, Incentives, or Utility Adjustments in accordance with Section 3 of this Schedule 20.
- 1.28 **"Monthly Service Payment"** means the sum payable by NBGH to Project Co for the provision of the Project Co Services in accordance with Section 2 of this Schedule 20.
- 1.29 **"Payment Mechanism"** means and is comprised of this Schedule 20.
- 1.30 **"Performance Indicator"** means a line item in the tables contained in Sections 2.4, 3.4 and 4.4 of Schedule 15 - Output Specifications.
- 1.31 **"Performance Monitoring Report"** means the report specified in Schedule 15 - Output Specifications in respect of a Project Co Service or a part of a Project Co Service which Project Co has an obligation to prepare for NBGH in respect of its performance of that Project Co Service or the relevant part of it during a specified period.
- 1.32 **"Periodic Labour Adjustment"** has the meaning given in Section 4.6 of this Schedule 20.
- 1.33 **"Re-Commissioning"** means any act required to enable an Area to be used by NBGH for the purpose for which it was being properly used pursuant to the Project Agreement by any such party prior to the occurrence of the relevant Availability Failure Event or Service Failure.
- 1.34 **"Rectification"** means making good, whether temporarily or permanently, an Availability Failure Event so that the subject matter of such Availability Failure Event complies with the levels of service and performance of the Project Co Services required pursuant to the Project Agreement and shall, without prejudice to the generality of the foregoing, include (a) restoring all functional capability affected by the Availability Failure Event and (b) ensuring that any affected Area is returned to the condition required by Schedule 15 - Output Specifications. **"Rectified"** and **"Rectify"** shall be construed accordingly.
- 1.35 **"Rectification Confirmation Notice"** means a notice in accordance with Schedule 15 - Output Specifications from Project Co to the NBGH Representative confirming the date and time that a Service Response or Rectification has been completed with respect to the relevant Availability Failure Event.
- 1.36 **"Rectification Time"** means the period specified in Schedule 15 - Output Specifications within which Rectification of the relevant Availability Failure Event in the relevant Area must be completed, calculated from the earlier of the time that such Availability Failure Event has received a Service Response and the time the Service Response Time has elapsed or, if there is no Service Response Time specified, the time the Availability Failure Event is reported to the Helpdesk.
- 1.37 **"Service Failure"** means an occurrence of non-compliance with a Service Performance Indicator.

- 1.38 **"Service Failure Deduction"** means an amount calculated pursuant to Section 7 of this Schedule 20 and paid or payable by Project Co to NBGH in the event of a Service Failure, and to effect such payment by Project Co such amount may be deducted by NBGH from the Monthly Service Payment otherwise payable for the relevant Payment Period.
- 1.39 **"Service Indicator Weight"** means 1 for a Low Priority Service Failure, 2 for a Medium Priority Service Failure and 3 for a High Priority Service Failure.
- 1.40 **"Service Performance Indicator"** means a Performance Indicator of type "SF" as shown in Schedule 15 - Output Specifications.
- 1.41 **"Service Request"** means a request by NBGH to Project Co by notification to the Helpdesk for the provision of a Project Co Service.
- 1.42 **"Service Response"** means assessing and, if applicable, providing the Project Co Service which is the subject of the relevant Service Request in accordance with the requirements of that Service Request and Schedule 15 - Output Specifications, and "Respond", "Responding" and "Response" shall be construed as applicable to refer to a Service Response.
- 1.43 **"Service Response Time"** means the period specified in Schedule 15 - Output Specifications within which a Service Response is to be provided in respect of the relevant Service Request calculated from the time that such Service Request is made to the Helpdesk.
- 1.44 **"Service Score"** has the meaning given in Section 7.3 of this Schedule 20.
- 1.45 **"Session"** means each of the periods from 12:00 a.m. to 4:00 a.m., 4:00 a.m. to 8:00 a.m., 8:00 a.m. to 12:00 p.m., 12:00 p.m. to 4:00 p.m., 4:00 p.m. to 8:00 p.m., and 8:00 to 12:00 a.m. in every 24-hour period for a total of six Sessions per day.
- 1.46 **"Upper Energy Limit"** means the upper end of the range of energy consumption in a given month indicated by the Energy Benchmark, expressed in kilowatt-hours.
- 1.47 **"Utility Adjustment"** means the adjustment to the Monthly Service Payment in respect of the quantity of electricity, gas, water or diesel fuel consumed at the Facility as calculated in accordance with Section 10 of this Schedule 20.

2. MONTHLY SERVICE PAYMENT

- 2.1 The Monthly Service Payment payable in respect of any Payment Period shall be calculated in accordance with the following formula:

$$\text{MSP}_n = \text{MBP}_n - \text{DED}_n + \text{UAN} + \text{INCEN}_n$$

Where:

MSP_n is the Monthly Service Payment in month "n";

MBP_n is the Monthly Base Payment in month "n";

DED_n is the Deduction for month "n";

UAn is the Utility Adjustment for month "n"; and

INCEN_n is the Incentive for month "n".

- 2.2 NBGH shall pay to Project Co the Monthly Service Payment in accordance with the provisions of this Schedule 20 and Section 33 of the Project Agreement.

3. MONTHLY BASE PAYMENT

- 3.1 Subject to Sections 4.6, 4.7 and 4.8, the Monthly Base Payment shall be calculated in accordance with the following formula:

$$\text{MBP}_n = \text{ASP}_y / 12; \text{MBP}_n = \text{ASP}_y \times (\text{DIM}_n / \text{DIY}_y) \text{ in part months}$$

Where:

MBP_n is the Monthly Base Payment in month "n";

ASP_y is the Annual Service Payment for the relevant Contract Year "y" in which month "n" falls;

DIM_n is the number of days in month "n" of the relevant Contract Year "y"; and

DIY_y is the number of days in the relevant Contract Year "y" in which month "n" falls.

4. ANNUAL SERVICE PAYMENT

- 4.1 For the first Contract Year or part thereof, the Annual Service Payment shall be \$35,040,170, subject to the Initial CPI Adjustment and the Initial Labour Adjustment, prorated for the number of days in such Contract Year.

- 4.2 The Initial CPI Adjustment shall be calculated in accordance with the following formula:

$$\text{ASP}_0 \times \text{PESC} \times \text{CPI}_{pc} / \text{CPI}_0$$

- 4.3 The Initial CPI Adjustment will constitute an adjustment to the Annual Service Payment on the Payment Commencement Date

- 4.4 No later than 60 days prior to the Payment Commencement Date, Project Co will prepare and submit to NBGH an analysis of the difference in the terms and conditions of employment of the Transferred Employees between October 19, 2006 and the Transfer Date, as this difference in terms and conditions of employment affects Project Co's actual cost of providing the Project Co Services in accordance with the Project Agreement (the

"**Initial Labour Adjustment**"). NBGH and Project Co, both acting reasonably, will agree on the Initial Labour Adjustment to be applied to the Annual Service Payment for the first Contract Year, and the revisions to PESC and PCAR to be made in accordance with Section 4.11.

- 4.5 The Initial Labour Adjustment will constitute an adjustment to the Annual Service Payment on the Payment Commencement Date.
- 4.6 The Annual Service Payment will be adjusted from time to time to take account of changes in the centrally negotiated labour rates applicable under the Collective Agreement (the "**Collective Agreement Rates**"), as these changes in labour rates affect Project Co's actual cost of providing the Project Co Services in accordance with the Project Agreement (the "**Periodic Labour Adjustment**"). NBGH and Project Co, both acting reasonably, will agree on the Periodic Labour Adjustment to be applied to the Annual Service Payment for the relevant Contract Year, or part thereof.
- 4.7 Intentionally Deleted
- 4.8 Where a Collective Agreement Rate takes effect during a Contract Year, the Periodic Labour Adjustment shall be prorated for the remainder of the Contract Year, and the Annual Service Payment and Monthly Base Payment for such Contract Year, calculated pursuant to Sections 3.1 and 4.11, shall be adjusted accordingly.
- 4.9 No later than 60 days prior to each Insurance Review Date, Project Co will require its insurance broker to prepare and submit to NBGH the Joint Insurance Cost Report. NBGH and Project Co, both acting reasonably, will agree on the Insurance Adjustment to be applied to the Annual Service Payment for the next Contract Year.
- 4.10 On each Insurance Review Date, the Insurance Adjustment will be applied in accordance with Section 4.11 of this Schedule 20.
- 4.11 For each Contract Year subsequent to the first Contract Year (except for the Final Contract Year where ASPo shall be prorated for the number of days in such Contract Year), the Annual Service Payment shall be calculated in accordance with the following formula:

$$\text{ASPy} = (\text{ASPo} \times (1 - \text{PESC} - \text{PCAR})) + (\text{ASPo} \times \text{PESC} \times \text{ESCy}) + (\text{ASPo} \times \text{PCAR} \times \text{PLAy}) + \text{IA}$$

Where:

ASPy is the Annual Service Payment for the relevant Contract Year "y";

ASPo is \$35,040,170, adjusted by the Initial CPI Adjustment and the Initial Labour Adjustment;

PESC is [REDACTED]%;

PCAR is [REDACTED]%;

ESCy is the Escalation Factor;

PLAy is the Periodic Labour Adjustment, calculated pursuant to Sections 4.6, 4.7 and 4.8 above; and

IA is the Insurance Adjustment calculated in accordance with Section 4.9 above.

5. ESCALATION FACTOR

5.1 The Escalation Factor shall be calculated in accordance with the following formula:

$$\text{ESCy} = \text{CPIy}/\text{CPIpc}$$

Where:

ESCy is the escalation factor applicable to the relevant Contract Year "y".

6. DEDUCTIONS

6.1 Subject to Sections 6.7 and 6.8, during any Payment Period, a Service Failure or an Availability Failure Event may give rise to a Deduction from the Monthly Service Payment for such Payment Period.

6.2 If a Service Failure occurs, the Service Failure Deduction will be calculated in accordance with the provisions set out in Section 7 of this Schedule 20.

6.3 If an Availability Failure Event occurs, the Availability Failure Deduction will be calculated in accordance with Section 8 of this Schedule 20.

6.4 Deductions for a given Payment Period shall be calculated in accordance with the following formula:

$$\text{DEDn} = \text{AFDn} + \text{SFDn}$$

Where:

DEDn is the Deduction for month "n";

AFDn is the Availability Failure Deductions for month "n"; and

SFDn is the Service Failure Deductions for month "n".

6.5 The maximum aggregate Deduction that can be made from the Monthly Service Payment in respect of any Payment Period shall be 100% of the Monthly Base Payment.

- 6.6 Where more than one Availability Failure Deduction or Service Failure Deduction are indicated due to the same occurrence in the same Area, only the Deduction with the greater value will apply.
- 6.7 NBGH shall not be entitled to make any Deductions during the Bedding-In Period.
- 6.8 Where Project Co claims that Deductions arising during the M&E Systems Verification Period are due to an Existing Design issue relating to the mechanical and electrical systems, the provisions of Section 19 of the Project Agreement shall apply.

7. SERVICE FAILURE DEDUCTIONS

- 7.1 Service Failures may give rise to Service Failure Deductions.
- 7.2 Each month, Project Co will be scored (using the measurement methodology and data collection framework specified in Schedule 15 - Output Specifications) on each Service Performance Indicator applicable in that month as follows:
- (a) for Service Performance Indicators scored monthly or less frequently, a pass or fail is recorded in the month in which measurement takes place according to the methodology outlined in Schedule 15 - Output Specifications;
 - (b) for Service Performance Indicators measured daily, a fail will be recorded in a month in which 4 daily measurements are non-compliant with the requirements outlined in Schedule 15 - Output Specifications;
 - (c) for Service Performance Indicators measured weekly, a fail will be recorded in a month in which 2 weekly measurements are non-compliant with the requirements outlined in Schedule 15 - Output Specifications; and
 - (d) for other Service Performance Indicators measured more frequently than monthly, including Service Performance Indicators which are identified in Schedule 15 - Output Specifications as Random or Per Request where measured more often than once in a month, a pass is recorded if 50% or more of the measurements are in compliance with the requirements outlined in Schedule 15 - Output Specifications.
- 7.3 The score (each, a "**Service Score**") assigned to Project Co for that month is calculated by:
- (a) multiplying the score achieved for each Service Performance Indicator by its Service Indicator Weight to determine the points achieved for that Service Performance Indicator;
 - (b) summing up the total number of points achieved for all Service Performance Indicators applicable in that month; and

- (c) dividing the result by the total number of points available for the Service Performance Indicators applicable in that month.
- 7.4 If the Service Score is [REDACTED] or greater, there will be no Service Failure Deduction.
- 7.5 If the Service Score is [REDACTED] or less, the Service Failure Deduction will be [REDACTED]% of the Monthly Base Payment.
- 7.6 If the Service Score is between [REDACTED] and [REDACTED], the Service Failure Deduction will be calculated on a pro rata basis.
- 7.7 The amount to be deducted from the Monthly Service Payment in respect of a Service Failure shall be calculated in accordance with the following formula:

[REDACTED]

Where:

SS_n is the Service Score in month "n";

PIP_p is a Service Performance Indicator "p" scored in month "n" on which Project Co is compliant in month "n";

IWP is the Service Indicator Weight for Service Performance Indicator "p"; and

PIP is a Service Performance Indicator "p" scored in month "n".

8. AVAILABILITY FAILURE DEDUCTIONS

- 8.1 An Availability Failure Event occurs when a Performance Indicator with a Service Failure type "AF" is not satisfied. A single Availability Failure Event may affect multiple Areas over multiple Sessions.
- 8.2 An Availability Failure Event may be a Category A Availability Failure Event, a Category B Availability Failure Event, or a Category C Availability Failure Event. Project Co will make the preliminary determination concerning the category of Availability Failure Event.
- 8.3 All Availability Failure Deductions that are determined for Availability Failure Events occurring or continuing during a Payment Period shall be aggregated for purposes of deducting all such amounts to be deducted from the Monthly Service Payment for such Payment Period.
- 8.4 Subject to the other provisions of this Section 8, for each Availability Failure Event an Availability Failure Deduction shall be calculated in accordance with the following formula:

$$AFD_n = \sum AFD_{en}$$

$$\text{AFDen} = \Sigma(\text{AAVen}^{\text{aa}} \times \text{SAen}^{\text{aa}} \times \text{AFSFen}^{\text{aa}}) \times \text{ESCy}$$

Provided that:

Subject to Section 8.5 below, AFDen will not exceed the greater of:

$\text{ASPy} \times \text{SAe} / (\text{DIY} \times 6)$ or

$(\text{ASPy}/12 \times 0.20) + (((\text{ASPy} \times \text{SAe}) / (\text{DIY} \times 6)) / 2)$

Where:

AFDen is the Deduction associated with Availability Failure Event "e" which falls in month "n";

AAVen^{aa} is the Area Availability Value associated with an Affected Area "aa" (as set out in Appendix A to this Schedule 20) affected by Availability Failure Event "e" which falls in month "n";

SAen^{aa} is the number of Sessions affected by Availability Failure Event "e" which falls in month "n" pertaining to Affected Area "aa";

SAe is the number of Sessions affected by Availability Failure Event "e" whether falling in one or more months;

AFSFen^{aa} is the Availability Failure Severity Factor associated with Availability Failure Event "e" which falls in month "n" pertaining to Affected Area "aa", according to whether Availability Failure Event "e" is a Category A Availability Failure Event, a Category B Availability Failure Event, or a Category C Availability Failure Event; and

DIY is the number of days in the year in which Availability Failure Event "e" falls.

- 8.5 Where an Availability Failure Event "e" gives rise to a Deduction "AFDen" in more than one month due to the same occurrence in the same Area, the aggregate Deductions applying to such Availability Failure Event "e" shall not exceed the amount calculated pursuant to Section 8.4.
- 8.6 Intermittent Availability Failure Events (for example, noise from a fan unit which is discontinuous and difficult to diagnose) affecting multiple sequential Sessions for less than 10 minutes per Session will be accounted for as the greater of:
- (a) one Session affected; or
 - (b) the number of Sessions affected indicated by the aggregate time during which an Availability Failure Event condition exists.
- 8.7 A 10-minute grace period will apply to the first and last Sessions affected for a maximum of two affected Sessions in a given Availability Failure Event. In addition, the Session will not contribute to the "number of affected Sessions" ($\Sigma\text{SAen}^{\text{aa}}$) if the Availability

- Failure Event has a duration of less than 10 minutes in the Session. For greater certainty, the minimum number of "number of Sessions affected" ($\Sigma SAen^{aa}$) for an Availability Failure Event is one.
- 8.8 If an Area of the Facility is inaccessible due to an Availability Failure Event in another Affected Area, that inaccessible Area will be considered an Affected Area for that Availability Failure Event.
- 8.9 If a Class 6 Area (that is an Area associated with another Area as shown in Appendix A to this Schedule 20) is an Affected Area due to a Category A Availability Failure Event or a Category B Availability Failure Event, the Class 6 Area will be deemed to have the same space classification as the highest classification Area with which it is associated. No Availability Failure Event will be deemed to occur in the associated Areas by reason of a Category A Availability Failure Event or a Category B Availability Failure Event.
- 8.10 If a Class 6 Area (that is an Area associated with another Area as shown in Appendix A to this Schedule 20) is an Affected Area due to a Category C Availability Failure Event, the Areas with which the Class 6 Area is associated will also be considered Affected Areas for that Availability Failure Event, provided that, where a Class 6 Area is associated with more than one Area, for the first Session in which such Category C Availability Failure Event occurs, the Availability Failure Event will be considered a Category B Availability Failure Event, except that, for Room 102 125 and Room 102 126 identified in Appendix A to this Schedule 20, only Areas that are affected by a systems failure arising as a result of the Availability Failure Event in these rooms shall become Affected Areas under this Section 8.10.
- 8.11 Should a Category A Availability Failure Event remain unremediated for 30 consecutive Sessions, it will be considered a Category B Availability Failure Event for subsequent Sessions affected by that Availability Failure Event.
- 8.12 The identification of Areas, Service Response Times and Rectification Times shall be reviewed after the first two Contract Years and thereafter shall again be reviewed every two Contract Years, all for the purpose of ensuring that such Area identification, Service Response Times and Rectification Times are appropriate for the efficient and effective delivery of the Project Co Services and the Hospital Services and appropriate for the satisfaction of Project Co's other obligations under the Project Agreement.
- 8.13 NBGH and Project Co may, in respect of each matter subject of the review, either:
- (a) agree that the status of the relevant matter shall continue to apply unchanged until the time of the next such review; or
 - (b) agree to adjustments to the relevant matter.
- 8.14 Any agreed adjustment pursuant to a review shall be effective from the commencement of the Contract Year immediately following the relevant review carried out in accordance with Section 8.12. Where an agreed adjustment relates to the material change in use,

addition or deletion of an Area, such adjustment shall be effected through the Variation Procedure.

9. RECTIFICATION

- 9.1 Where an Area requires Re-Commissioning at the direction of NBGH following Rectification of an Availability Failure Event, the Re-Commissioning of the Area shall be at the sole cost and expense of Project Co and shall be deemed to have been completed on the date and time set out in the Rectification Confirmation Notice.
- 9.2 The relevant Availability Failure Event shall continue and shall be deemed to occur for all Sessions up to and including the Session in which the Re-Commissioning of the Area shall have been deemed to have been completed.
- 9.3 When Project Co has completed Re-Commissioning of the Affected Area, Project Co shall confirm that the Area is available for the purposes for which it was being used prior to the occurrence of the relevant Availability Failure Event, and Project Co and the NBGH Representative shall agree on the date and time of such Rectification.
- 9.4 The Rectification Confirmation Notice shall state as the relevant time and date of Rectification or Service Response the time and date agreed by Project Co and the NBGH Representative pursuant to Section 9.3, provided that, if NBGH does not agree to the time and date stated or that Rectification or Service Response has been completed, it may refer the matter for resolution in accordance with Schedule 27 - Dispute Resolution Procedure.

10. UTILITY ADJUSTMENT

- 10.1 NBGH will purchase the energy utilities necessary for Project Co to meet the standards set out in Schedule 15 - Output Specifications. NBGH will provide to Project Co, on a timely basis, the information necessary for Project Co to calculate the Utility Adjustment. Each month, Project Co will present to NBGH, at a time determined by the Facilities Management Committee, a calculation of the Utility Adjustment. Project Co and NBGH, both acting reasonably, will agree on the amount of the Utility Adjustment.
- 10.2 An Energy Benchmark for each commodity will be established in accordance with Section 4 of Schedule 15 - Output Specifications. This Energy Benchmark will indicate the Lower Energy Limit and the Upper Energy Limit for each commodity.
- 10.3 If, in a given month, the actual energy consumption for the commodity is between the Lower Energy Limit and the Upper Energy Limit for such commodity, the Utility Adjustment for such commodity will be zero.
- 10.4 If, in a given month, energy consumption for the commodity is less than the Lower Energy Limit for such commodity, then NBGH and Project Co will share the benefit. This will result in a positive Utility Adjustment for the commodity equal to one-half the difference in consumption between actual and the Lower Energy Limit for such commodity, multiplied by the average price for the commodity paid by NBGH in the subject month.

- 10.5 If, in a given month, energy consumption for the commodity is greater than the Upper Energy Limit for such commodity, Project Co will be responsible for the cost of the excess consumption. This will result in a negative Utility Adjustment for the commodity equal to the difference in consumption between actual and the Upper Energy Limit for such commodity, multiplied by the average price for the commodity paid by NBGH in the subject month.
- 10.6 Utility Adjustments will be applied two months in arrears.
- 10.7 The Utility Adjustment shall be calculated in accordance with the following formula:

$$UAn = \sum UAnc$$

If $LELnc \leq ECnc \leq UELnc$, then $UAnc = 0$

If $ECnc < LELnc$, then $UAnc = (LELnc - ECnc) / 2 \times UPnc$

If $ECnc > UELnc$, then $UAnc = (UELnc - ECnc) \times UPnc$

Where:

UAn is the Utility Adjustment in month "n";

$UAnc$ is the Utility Adjustment in month "n" for commodity "c";

$LELnc$ is the Lower Energy Limit in month "n" for commodity "c";

$UELnc$ is the Upper Energy Limit in month "n" for commodity "c";

$ECnc$ is the actual energy consumption in month "n" expressed in the relevant unit of consumption for commodity "c"; and

$UPnc$ is the average utility price in month "n" expressed in dollars per relevant unit of consumption for commodity "c".

11. INCENTIVES

- 11.1 Project Co may earn an Incentive in an amount up to but not exceeding **[REDACTED]**% of the Monthly Base Payment for the second and subsequent months in which Deductions are equal to zero.
- 11.2 Incentives may only be applied against Deductions incurred during the preceding 12 consecutive months.
- 11.3 Incentives will be applied two months in arrears.
- 11.4 Incentives shall be calculated in accordance with the following formula:

[REDACTED]

Subject to:

[REDACTED]

12. FAILURE POINTS

12.1 Subject to Sections 12.5 and 12.6, Failure Points may be awarded for Service Failures and Availability Failure Events as follows:

$$FPn = FPSn + FPA_n$$

Where:

FPn is the number of Failure Points awarded in month "n";

FPSn is the number of Failure Points arising from Service Failures in month "n"; and

FPA_n is the number of Failure Points arising from Availability Failure Events in month "n".

12.2 Failure Points will be awarded with respect to Service Failures as follows:

[REDACTED]

Subject to:

[REDACTED]

12.3 Failure Points will be awarded with respect to Availability Failure Events as follows:

[REDACTED]

Provided that:

Subject to Section 12.4, FPA_n will not exceed the greater of:

[REDACTED]

Where:

FPA_n is the number of Failure Points arising from Availability Failure Event "e" taking place in month "n".

12.4 Where an Availability Failure Event "e" gives rise to Failure Points "FPA_n" in more than one month due to the same occurrence in the same Area, the aggregate Failure Points applicable to such Availability Failure Event "e" shall not exceed the amount calculated pursuant to Section 12.3, provided that the maximum number of Failure Points applicable to such Availability Failure Event "e" will not exceed [REDACTED] for the first [REDACTED] Sessions, and, if Availability Failure Event "e" persists longer than

[REDACTED] Sessions, Failure Points will be awarded in subsequent Sessions in an amount equal to the lesser of:

[REDACTED]

- 12.5 Failure Points shall not be awarded during the Bedding-In Period.
- 12.6 Where Project Co claims that Failure Points arising during the M&E Systems Verification Period are due to an Existing Design issue relating to the mechanical and electrical systems, the provisions of Section 19 of the Project Agreement shall apply.

13. FAILURE BY PROJECT CO TO MONITOR OR REPORT

- 13.1 The Performance Monitoring Report provided by Project Co for any Payment Period shall be the initial source of information regarding the performance of the Project Co Services for the relevant Payment Period for the purposes of calculating the relevant Monthly Service Payment.
- 13.2 Without limiting any audit or inspection rights in the Project Agreement, if Project Co fails to monitor or report an Availability Failure Event or Service Failure in accordance with Schedule 15 - Output Specifications, Project Co shall, upon submission of a valid invoice by NBGH, reimburse NBGH in full for all Deductions that should have been made, and, in addition, shall reimburse NBGH for the direct costs relating to the auditor, audit, inspector and inspection to a maximum that is the lesser of:
- (a) the actual direct costs relating to the auditor, audit, inspector and inspection reasonably incurred by NBGH in carrying out any audit, inspection or investigation of records made available pursuant to the Project Agreement and this Section 13; or
 - (b) an amount equivalent to the amount of all such Deductions that should have been made.
- 13.3 Without limiting obligations in the Project Agreement for Project Co to pay NBGH or NBGH's rights of set-off, in the event that NBGH's inspection or investigation of records made available pursuant to the Project Agreement reveals any further Service Failures relating to Project Co's failure to monitor or report an Availability Failure Event or Service Failure, NBGH shall be entitled to make Deductions in respect of any such Availability Failure Events or Service Failures in the manner prescribed in this Schedule 20. Any such Deductions may be made from the Monthly Service Payment payable in respect of the Payment Period in which the relevant matters were revealed by NBGH's investigations or, to the extent that NBGH is unable to make any further Deductions from the Monthly Service Payment in respect of that Payment Period, such un-deducted balance may be carried forward and deducted from Monthly Service Payments due in respect of a subsequent Payment Period. Any Failure Points that arise pursuant to this Section 13.3 shall be deemed to have been incurred at the time that the Availability Failure Event or Service Failure occurred.

13.4 In the event that NBGH's inspection or investigation of records reveals any of the following acts:

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

in each case on the part of Project Co or a Project Co Party, there shall be deemed to be a new High Priority Service Failure and NBGH shall be entitled to make a Deduction in respect of such High Priority Service Failure in the manner prescribed in Section 7 of this Schedule 20.

13.5 The provisions of this Section 13 shall be without prejudice to any rights of NBGH in the Project Agreement, including any the rights set out in Section 33 and Section 44 of the Project Agreement.

APPENDIX A

AREA AVAILABILITY VALUES

See attached.

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
1 – ELECTRICAL AREA					
1	101 110	ELECTRICAL	7	0	
1	101 112	WATER ENTRY	7	0	
1	101 114	ELECTRICAL	7	0	
1	101 115	COMMUNICATIONS	5	500	
1	101 116	ELEVATOR MACHINE			
1	101 117	UNFINISHED SPACE	7	0	
1	101 118	UNFINISHED SPACE	7	0	
1	101 119	STORAGE	7	0	
1	101 124	MECHANICAL	7	0	
1	EL0101	ELEVATOR	4	200	
2 – STORES AREA					
2	101 203	SUPPLY CLERK	1	40	
2	101 204	SUPPLY CART	4	200	
2	101 205	STORES	3	120	
2	101 207	CSR STORES & DISP.	5	500	
2	101 209	STERLIZER	6	0	301 204, 301 206, 301 207, 301 209, 301 213, 301 215, 301 216, 301 226, 303 137, 101 207
2	101 210	CLEAN PROCESS	5	500	
2	101 212	WIPE DOWN	5	500	
2	101 213	EQUIP. CL.	4	200	
2	101 215	DECONTAM.	4	200	
2	101 216	HSKP.	1	40	
2	101 217	DEC. STAFF	1	40	
2	101 218	WRS	1	40	
2	101 219	DETER.	4	200	
2	101 220	STAFF ROOM	1	40	
2	101 222	CPD OFFICE	1	40	
2	101 223	BREAKOUT ROOM	1	40	
2	101 224	ELEVATOR MACHINE			
2	101 225	ELEVATOR MACHINE			
2	101 227	CART WASH	4	200	
2	101 228	HAZARDOUS WASTE	4	200	
2	102 101	CORRIDOR	1	40	
2	102 110	CLERICAL/RECEPTION	1	40	
2	102 111	MATERIALS MGT OFFICE	1	40	
2	102 112	PURCHASING OFFICE	1	40	
2	102 113	INVENTORY CONTROL	1	40	
2	102 114	INVENTORY CONTROL	1	40	
2	102 115	VENDOR CATALOGE ST	1	40	
2	102 117	STORES KEEPER	1	40	
2	102 120	PHARMACY STORES	3	120	
2	102 121	MARSHALLING AREA	1	40	
2	102 122	SHIPPING OFFICE	1	40	
2	102 123	CHARGING	2	60	
2	102 124	CYLINDER STORAGE	1	40	
2	102 125	MANIFOLD GAS	6	0	Cause whole hospital disruption
2	102 126	MEDICAL AIR/VAC PUMPS	6	0	Cause whole hospital disruption
2	102 127	OFFICE	1	40	
2	102 128	GENERAL OFFICE	1	40	
2	102 129	OFFICE MANAGER	1	40	
2	102 130	WASHROOM	1	40	
2	102 131	CPD OFFICE	1	40	

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with	
Dept. No. & Type	ROOM NO.	ROOM NAME				
2	102 132	TRANSFORMER	6	0	All Radiology Suites	
2	102 133	FLAMMABLE STG	3	120		
2	102 134	FLAMMABLE WASTE STG	3	120		
2	ST01G	STAIR	3	120		
2	EL0105	ELEVATOR	4	200		
2	EL0106	ELEVATOR	4	200		
2	102 116	BULK STORES	3	120		
2	102 118	PRINT SHOP	1	40		
3 – LINEN AREA/ENVIRO SERVICES						
3	102 319	SOILED LINEN	4	200		
3	102 320	WASTE HOLDING	5	500		
3	102 322	SIGN-IN	1	40		
3	102 323	VENDOR DISPLAY	1	40		
3	102 325	VESTIBULE	7	0		
3	102 410	CORRIDOR	1	40		
3	102 316	LAUNDRY PROCESS	3	120		
3	102 317	LINEN TRANSFER	4	200		
3	102 318	VESTIBULE	6	0	102 317	
3	102 321	UNIFORM	2	60		
3	102 327	WASH	1	40		
3	102 326	CART WASH	3	120		
4 – SHOPS AREA						
4	102 310	GENERAL OFFICE	7	0		
4	102 311	OFFICE	7	0		
4	102 312	OFFICE	7	0		
4	102 313	MANAGER'S OFFICE	7	0		
4	102 314	CAD ROOM	7	0		
4	102 315	MONITORING	7	0		
4	102 413	EQUIPMENT HOLDING	7	0		
4	102 414	INVENTORY STORAGE	7	0		
4	102 415	ELECTRICAL SHOP	7	0		
4	102 416	PAINTING	7	0		
4	102 417	WELDING	7	0		
4	102 418	LOCKSMITH	7	0		
4	102 419	TOOL CRIB	7	0		
4	102 420	SHOWER/WC	7	0		
4	102 421	CARPENTRY	7	0		
4	102 422	MTCE/GRNDS GARAGE	1	40		
4	102 423	DELIVERY	7	0		
4	102 424	MOBILE CARTS	7	0		
4	102 425	WASHING BENCH	7	0		
4	102 426	INSTRUMENTATION	7	0		
4	102 427	MECHANICAL SHOP	7	0		
4	102 428	PLUMBING SHOP	7	0		
4	100 008	CORRIDOR	7	0		
4	ST01H	STAIR	3	120		
5 – MORGUE AREA						
5	102 510	AUTOPSY ROOM	4	200		
5	102 511	STOR.	1	40		
5	102 512	PATH. OFFICE	1	40		
5	102 513	CHANGE ROOM	1	40		
5	102 514	CHANGE ROOM	1	40		

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
5	102 515	ANTE ROOM	6	0	102 514
5	102 516	FAMILY VIEWING	2	60	
5	102 517	BODY HOLDING	6	0	Morgue Area
6 – CLINICAL ENGINEERING					
6	103 101	CORRIDOR	1	40	
6	103 110	OFFICE/RECEPTION	3	120	
6	103 111	RECEIVING/STAGING	3	120	
6	103 112	EQUIPMENT/HOLDING	3	120	
6	103 113	INVENTORY/STORAGE	3	120	
6	103 113.1	FILE REFERENCE	3	120	
6	103 114	WORKSHOP	3	120	
6	103 116	GARAGE	3	120	
7 – KITCHEN AREA					
7	103 347	MECHANICAL ROOM	1	40	
7	103 348	STAFF WASHROOM	1	40	
7	103 349	STAFF WASHROOM	1	40	
7	103 350	DIETARY OFFICE	1	40	
7	103 351	DIETARY OFFICE	1	40	
7	103 352	DISPATCH AREA	3	120	
7	103 353	READY FOOD DRY INV	3	120	
7	103 354	CORRIDOR	1	40	
7	103 355	RECEIVING & DECASING	2	60	
7	103 356	PRODUCTION-REFRIGERATED STORAGE	5	500	
7	103 357	PRODUCTION-FROZEN ST	5	500	
7	103 358	PRODUCTION-DRY ST	5	500	
7	103 359	CORRIDOR	1	40	
7	103 360	READY FOOD-REFRIGERATED INV	3	120	
7	103 361	MEETING ROOM	1	40	
7	103 363	BARRIER FREE W.R.	2	60	
7	103 364	MEZZANINE	1	40	
7	103 370	READY FOOD-FROZEN INVENTORY	4	200	
7	103 371	PRODUCTION-HOT/COLD	4	200	
7	103 372	CLEAN CART PARKING	1	40	
7	103 373	SANITIZING-CART WASH	4	200	
7	103 374	CORRIDOR	1	40	
7	103 375	DISPATCH-REFRIGERATED HOLDING	2	60	
7	103 376	DISPATCH-FROZEN HOLDING	2	60	
7	103 377	DIETARY OFFICE	1	40	
7	103 378	WASHROOM B F	1	40	
7	103 379	DIETARY OFFICE	1	40	
7	103 380	JAN. CLOSET & DETERGENT STORAGE	1	40	
7	ST01P	STAIR	3	120	
8 – TELECOM AREA					
8	101 113	TELEPHONE ENTRY	5	500	
8	101 121	PULL PIT	5	500	
8	101 123	FA-PANELS	7	0	
8	101 310	ELEVATOR MACHINE			
8	101 311	PNEUMATIC TUBE	7	0	
8	101 327	TELECOMMUNICATIONS	5	500	Whole hospital impact
8	101 328	ARCHIVE STORES	1	40	

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
8	101 329	ELEVATOR MACHINE						
8	EL0102	ELEVATOR	4	200				
9 – HUMAN RESOURCE								
9	101 313	FEMALE LOCKERS	1	40				
9	101 315	FEMALE WASHROOM	1	40				
9	101 317	BARRIER FREE WR	1	40				
9	101 318	SHOWER	1	40				
9	101 319	VESTIBULE	1	40				
9	101 320	MECHANICAL	1	40				
9	101 321	VESTIBULE	1	40				
9	101 322	MALE LOCKERS	1	40				
9	101 323	SHOWER	1	40				
9	101 324	MALE WASHROOM	1	40				
9	101 325	VESTIBULE	1	40				
9	101 326	BARRIER FREE WR	1	40				
9	101 330	VESTIBULE	1	40				
9	101 401	CORRIDOR	1	40				
9	101 402	CORRIDOR	1	40				
9	101 410	HUMAN RES REC	1	40				
9	101 411	PHOTOCOPY	1	40				
9	101 412	OCC HEALTH OFFICE	1	40				
9	101 413	OCC HEALTH OFFICE	1	40				
9	101 414	OCC HEALTH OFFICE	1	40				
9	101 415	CO-ORDINATOR	1	40				
9	101 416	REHAB CONSULTANT	1	40				
9	101 417	NEMHC CONSULTANT	1	40				
9	101 418	NEMHC RESOURCE ASST	1	40				
9	101 419	CO-ORDINATOR'S OFC	1	40				
9	101 420	RECEPTION	1	40				
9	101 421	CLERICAL WKSTN	1	40				
9	101 422	STAFFING OFFICE	1	40				
9	101 423	OFFICE GENERALIST	1	40				
9	101 424	OFFICE GENERALIST	1	40				
9	101 425	OFFICE GENERALIST	1	40				
9	101 426	OFFICE GENERALIST	1	40				
9	101 427	OFFICE MANAGER	1	40				
9	101 428	WASHROOM	1	40				
9	101 429	HOUSEKEEPING	1	40				
9	101 430	MEETING	1	40				
9	101 431	OFFICE CLERICAL	1	40				
9	101 432	OFFICE CLERICAL	1	40				
9	101 433	FILES	1	40				
9	101 434	PHOTOCOPY/WK ROOM	1	40				
9	101 435	FILES	1	40				
9	101 436	INTERVIEW	1	40				
9	101 437	MEETING	1	40				
9	101 438	EXAM/TREATMENT	3	120				
9	101 439	WASHROOM	1	40				
9	101 440	EXAM/TREATMENT	3	120				
9	101 441	EXAM/TREATMENT	3	120				
9	101 442	CONSULTATION	1	40				
9	101 443	OBSERV/MULTI-USE	3	120				
9	101 444	FILES/STORAGE	1	40				
9	101 445	ELECTRICAL	7	0				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
9	101 446	COMMUNICATIONS	5	500				
9	101 447	TESTING	1	40				
9	101 448	NEMHC CO-ORDINATOR	1	40				
9	101 449	OFFICE GENERALIST	1	40				
10 – FINANCE								
10	102 632	ELECTRICAL	7	0				
10	102 633	COMMUNICATIONS	5	500				
10	102 701	CORRIDOR	1	40				
10	102 702	CORRIDOR	1	40				
10	102 710	NBGH AUDITOR	1	40				
10	102 712	NEMHC BUDGET CLERK	1	40				
10	102 713	PAYROLL SUPERVISOR	1	40				
10	102 714	NEMHC GENERAL OFFICE	1	40				
10	102 715	NEMHC PAYROLL	1	40				
10	102 716	NEMHC RECORDS	1	40				
10	102 717	NEMHC FINANCE OFC	1	40				
10	102 718	NEMHC ANALYST	1	40				
10	102 719	NBGH ANALYST	1	40				
10	102 720	OFFICE MANAGER	1	40				
10	102 721	NBGH ANALYST	1	40				
10	102 722	FINANCE DIRECTOR	1	40				
10	102 723	NBGH ACCOUNTS PAY	1	40				
10	102 724	NBGH PAYROLL	1	40				
10	102 725	OFFICE	1	40				
10	102 726	PHOTOCOPY/VAULT	1	40				
10	102 727	RECORDS/EQUIPMENT	1	40				
10	102 728	NBGH ANALYST	1	40				
10	102 729	SECRETARY	1	40				
10	102 732	NBGH ANALYST	1	40				
10	102 733	RECEPTION	1	40				
10	102 735	WASHROOM	1	40				
10	102 736	WASHROOM	1	40				
11 – PHARMACY AREA								
11	102 611	ELEVATOR MACHINE						
11	102 612	STOCKROOM	2	60				
11	102 613	INVENTORY	5	500				
11	102 614	REC. ENTR. WASTE HOLD.	4	200				
11	102 614.1	PURCH/REC WORK.	4	200				
11	102 615	STAFF	1	40				
11	102 616	WR	3	120				
11	102 617	NARC VAULT	5	500				
11	102 618	NARC WORK	5	500				
11	102 619	FRIG. STORAGE	5	500				
11	102 619.1	CHECKING STATION	5	500				
11	102 620	MANUFACTURING	5	500				
11	102 620.1	UNIT DOSE PICKING	5	500				
11	102 621	DRUG INFO	2	60				
11	102 622	ORDER ENTRY	5	500				
11	102 622	ORDER ENTRY STA.	5	500				
11	102 622.1	WORK ROOM	5	500				
11	102 624	RECEIPT	1	40				
11	102 625	PATIENT COUNT.	5	500				
11	102 626	OFFICE	1	40				

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Dept. No. & Type	ROOM NO.	ROOM NAME			
11	102 627	PHARM. WORK.	5	500	
11	102 628	ANTE	6	0	102 629 & 102 630
11	102 629	BIOH	5	500	
11	102 630	STERILE	5	500	
11	102 631	WAITING	1	40	
11	EL0107	ELEVATOR	4	200	
11	EL0108	ELEVATOR	4	200	
11	EL0109	ELEVATOR	4	200	
12 – EDUCATION AREA					
12	102 610	MEETING	1	40	
13 – I.S. AREA					
13	103 301	CORRIDOR	1	40	
13	103 302	CORRIDOR	1	40	
13	103 303	CORRIDOR	1	40	
13	103 304	CORRIDOR	1	40	
13	103 305	CORRIDOR	1	40	
13	103 310	RECEPTION	1	40	
13	103 312	STORAGE/EQUIPMENT	1	40	
13	103 313	ELEVATOR MACHINE			
13	103 314	TRAINING	1	40	
13	103 315	TRAINING	1	40	
13	103 316	WASHROOM	1	40	
13	103 317	WASHROOM	1	40	
13	103 318	EQUIPMENT STORAGE	1	40	
13	103 319	MANAGER/CO-ORDINAT	1	40	
13	103 320	OFFICE	1	40	
13	103 321	OFFICE	1	40	
13	103 322	OFFICE	1	40	
13	103 323	OFFICE	1	40	
13	103 324	OFFICE	1	40	
13	103 326	OFFICE	1	40	
13	103 327	OFFICE	1	40	
13	103 328	COMPUTER ROOM	5	500	Major impact on whole hospital
13	103 329	OFFICE	1	40	
13	103 330	OFFICE	1	40	
13	103 331	EQUIPMENT/STAGING	1	40	
13	103 332	TELECOM MANAGER	1	40	
13	103 333	NURSE CALL TRANS	4	200	
13	103 334	STORAGE	1	40	
13	103 335	BROADCAST EQUIPMENT	4	200	
13	103 336	SERVICE TECHNICIAN	1	40	
13	103 337	HELP DESK	1	40	
13	103 338	TECHNICAL SUPPORT	1	40	
13	103 339	OFFICE MGR/CO-ORD	1	40	
13	103 340	NETWORK ADMINIST	1	40	
13	103 341	BUSINESS ANALYSTS	1	40	
13	103 342	COMMUNICATIONS	5	500	
13	103 343	ELECTRICAL	7	0	
13	103 344	REPAIR WORKROOM	1	40	
13	103 345	OPERATIONS	1	40	
13	103 346	TRANSMITTER EQUPT	4	200	
13	103 362	FIRE ALARM CLOSET	7	0	
13	EL0110	ELEVATOR	4	200	

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Dept. No. & Type	ROOM NO.	ROOM NAME						
13	EL0111	ELEVATOR	4	200				
14 – AUDITORIUM AREA								
14	103 410	AUDITORIUM	1	40				
14	103 411	COATS	6	0			103 410	
14	103 412	PROJECTOR	1	40				
14	103 413	KITCHENETTE	1	40				
14	103 414	STAGE	1	40				
14	103 415	STORAGE	1	40				
14	103 416	CORRIDOR	1	40				
14	103 418	VESTIBULE	6	0			103 419	
14	103 419	WOMEN'S WASHROOM	1	40				
14	103 420	VESTIBULE	6	0			103 421	
14	103 421	MEN'S WASHROOM	1	40				
14	103 422	HOUSEKEEPING	1	40				
15 – VOLUNTEER AREA								
15	103 417	RETAIL FOOD STORAGE	1	40				
15	103 601	CORRIDOR	1	40				
15	103 610	SIGN-IN LOUNGE	1	40				
15	103 611	OFFICE CLERICAL	1	40				
15	103 612	OFFICE	1	40				
15	103 613	OFFICE	1	40				
15	103 614	CONFERENCE	1	40				
15	103 615	OFFICE	1	40				
15	103 616	MULTI-PURPOSE	1	40				
15	103 617	WASHROOM	1	40				
15	103 618	WASHROOM	1	40				
16 – CAFETERIA AREA								
16	103 510	CAFETERIA	1	40				
16	103 511	MARKETPLACE CAFÉ #1	1	40				
16	103 512	MARKETPLACE CAFÉ #2	1	40				
16	103 513	CONFERENCE ROOM	1	40				
16	103 514	COMM. CLOSET	5	500				
16	103 701	VOLUNTEER RECEPTION	1	40				
16	103 702	READING	1	40				
16	103 703	INTERNET	1	40				
16	103 704	INFORMATION	1	40				
16	103 705	JOURNAL/REFERENCE	1	40				
16	103 706	ELECTRICAL CLOSET	7	0				
16	103 707	SPRINKLER CLOSET	7	0				
16	107 201	ENTRY	1	40				
16	107 231	VOLUNTEER'S DESK	1	40				
16	107 232	TRANSITION WAITING	1	40				
16	108 101	WAITING	1	40				
16	108 103	CHAPEL	1	40				
16	108 104	WASHROOM	1	40				
16	108 105	STORAGE	1	40				
16	108 107	RETAIL AREA	1	40				
16	108 111	SEATING	1	40				
16	108 112	WASHROOM	1	40				
16	108 113	LEGACY ALCOVE	1	40				
16	108 114	FOUNDATION DISPLAY/ HEALING ARTS	1	40				

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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
16	108 115	WAYFINDING KIOSK	1	40				
17 – COMPLEX CARE A								
17	104 101	CORRIDOR	1	40				
17	104 102	CORRIDOR	1	40				
17	104 103	CORRIDOR	1	40				
17	104 104	CORRIDOR	1	40				
17	104 105	CORRIDOR	1	40				
17	104 106	CORRIDOR	1	40				
17	104 107	CORRIDOR	1	40				
17	104 108	CORRIDOR	1	40				
17	104 110	2 BED.	4	200				
17	104 111	WR	6	0			104 110	
17	104 113	1 BED. BARIATRIC	5	500				
17	104 114	BARIATRIC W.R.	6	0			104 113	
17	104 115	1 BED.	4	200				
17	104 116	WR	6	0			104 115	
17	104 117	1 BED.	4	200				
17	104 118	WR	6	0			104 117	
17	104 119	STORAGE	1	40				
17	104 120	THERAPY/TUB/CHANGE	4	200				
17	104 121	2 BED.	4	200				
17	104 122	WR	6	0			104 121	
17	104 123	FAMILY LOUNGE	2	60				
17	104 124	QUIET	1	40				
17	104 125	EQUIP.	1	40				
17	104 126	1 BED. PALLIATIVE	4	200				
17	104 127	WR	6	0			104 126	
17	104 128	1 BED. PALLIATIVE	4	200				
17	104 129	WR	6	0			104 128	
17	104 130	SHOWER	6	0			104 129	
17	104 131	1 BED. PALLIATIVE	4	200				
17	104 132	WR	6	0			104 131	
17	104 133	1 BED. PALLIATIVE	4	200				
17	104 134	WR	6	0			104 133	
17	104 135	1 BED. PALLIATIVE	4	200				
17	104 136	WR	6	0			104 135	
17	104 137	1 BED. PALLIATIVE	4	200				
17	104 138	WR	6	0			104 137	
17	104 139	WRBF	3	120				
17	104 140	FAMILY LOUNGE	1	40				
17	104 141	1 BED. PALLIATIVE	4	200				
17	104 142	WR	6	0			104 141	
17	104 143	1 BED. PALLIATIVE	4	200				
17	104 144	WR	6	0			104 143	
17	104 145	1 BED. PALLIATIVE	4	200				
17	104 146	WR	6	0			104 145	
17	104 147	1 BED. PALLIATIVE	4	200				
17	104 148	WR	6	0			104 147	
17	104 149	SHOWER	6	0			104 148	
17	104 150	2 BED. DIV.	4	200				
17	104 151	WR	6	0			104 150	
17	104 152	2 BED. DIV.	4	200				
17	104 153	WR	6	0			104 152	
17	104 154	TUB ADL BF	4	200				

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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
17	104 155	DINING	3	120				
17	104 156	SERVERY CCC	3	120				
17	104 157	LAUNDRY	2	60				
17	104 158	ACTIVITY	1	40				
17	104 158A	ADL CCC	1	40				
17	104 159	HSKP.	1	40				
17	104 160	WR	1	40				
17	104 161	OFFICE CNS	1	40				
17	104 162	MEETING ROOM	1	40				
17	104 163	MEETING ROOM	1	40				
17	104 164	HOUSEKEEPING	1	40				
17	104 165	ELECTRICAL CLOSET	7	0				
17	104 166	ELECTRICAL CLOSET	7	0				
17	104 167	ALCOVE	6	0			104 168	
17	104 168	LOUNGE	1	40				
17	104 169	STAFF WORK.	1	40				
17	104 170	TEAM WORK	4	200				
17	104 171	CLEAN	1	40				
17	104 172	STAFF WORK.	1	40				
17	104 176	MED.	1	40				
17	104 177	REPORT/CONF.	1	40				
17	104 178	WR	1	40				
17	104 179	WR	1	40				
17	104 180	SOIL.	1	40				
17	104 181	COMM.	5	500				
17	104 182	OFFICE CNS	1	40				
17	104 183	OFFICE CNS	1	40				
17	104 184	ELECTRICAL CLOSET	7	0				
17	ST01B	STAIR	3	120				
17	ST01C	STAIR	3	120				
17	ST01D	STAIR	3	120				
18 – REHAB AREA								
18	105 101	CORRIDOR	1	40				
18	105 102	CORRIDOR	1	40				
18	105 103	CORRIDOR	1	40				
18	105 104	CORRIDOR	1	40				
18	105 105	CORRIDOR	1	40				
18	105 106	CORRIDOR	1	40				
18	105 107	CORRIDOR	1	40				
18	105 108	CORRIDOR	1	40				
18	105 109	CORRIDOR	1	40				
18	105 110	CORRIDOR	1	40				
18	105 111	CORRIDOR	1	40				
18	105 112	CORRIDOR	1	40				
18	105 113	CORRIDOR	1	40				
18	105 114	CORRIDOR	1	40				
18	105 115	CORRIDOR	1	40				
18	105 116	HAIR DRESSING	1	40				
18	105 117	2 BED.	4	200				
18	105 118	WR	6	0			105 117	
18	105 119	PHARMACY NIGHT CUPBD	3	120				
18	105 120	WR	1	40				
18	105 120A	STAFF LOCKERS	1	40				
18	105 121	DINING	2	60				

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Level 100			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
18	105 122	STORAGE	1	40			
18	105 123	2 BED. DIV.	4	200			
18	105 124	WR	6	0			105 123
18	105 125	2 BED. DIV.	4	200			
18	105 127	SHOWER	6	0			105 125
18	105 128	TUB/CHANGE	4	200			
18	105 129	CHART STATION	3	120			
18	105 130	1 BED.	4	200			
18	105 131	WR	6	0			105 130
18	105 132	1 BED.	4	200			
18	105 133	WR	6	0			105 132
18	105 134	1 BED.	4	200			
18	105 135	WR	6	0			105 134
18	105 136	LOUNGE	1	40			
18	105 137	1 BED.	4	200			
18	105 138	WR	6	0			105 137
18	105 139	1 BED.	4	200			
18	105 140	WR	6	0			105 139
18	105 141	1 BED.	4	200			
18	105 142	WR	6	0			105 141
18	105 143	DINING/ACTIVITY	1	40			
18	105 144	SHOWER	1	40			
18	105 145	2 BED.	4	200			
18	105 146	WR	6	0			105 145
18	105 147	2 BED.	4	200			
18	105 148	WR	6	0			105 147
18	105 149	STORAGE	1	40			
18	105 150	STAFF WORK.	1	40			
18	105 151	PHYSICAL THERAPY	2	60			
18	105 152	ACTIVITY/OT	2	60			
18	105 153	ASSESS	2	60			
18	105 154	2 BED.	4	200			
18	105 155	WR	6	0			105 154
18	105 156	2 BED.	4	200			
18	105 158	SHOWER	6	0			105 156
18	105 159	1 BED.	4	200			
18	105 160	WR	6	0			105 159
18	105 161	1 BED.	4	200			
18	105 162	WR	6	0			105 161
18	105 163	1 BED.	4	200			
18	105 164	WR	6	0			105 163
18	105 165	1 BED.	4	200			
18	105 166	WR	6	0			105 165
18	105 167	FAMILY WR	1	40			
18	105 168	FAMILY/STAFF/CONF.	1	40			
18	105 169	1 BED.	4	200			
18	105 170	WR	6	0			105 169
18	105 171	1 BED.	4	200			
18	105 172	WR	6	0			105 171
18	105 173	1 BED.	4	200			
18	105 174	WR	6	0			105 173
18	105 175	1 BED.	4	200			
18	105 176	WR	6	0			105 175
18	105 177	SHOWER	6	0			105 176
18	105 178	2 BED.	4	200			

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Dept. No. & Type	ROOM NO.	ROOM NAME			
18	105 179	WR	6	0	105 178
18	105 180	2 BED.	4	200	
18	105 181	WR	6	0	105 180
18	105 182	ADL TUB	4	200	
18	105 183	1 BED.	4	200	
18	105 184	WR	6	0	105 183
18	105 185	1 BED.	4	200	
18	105 186	WR	6	0	105 185
18	105 187	TUB/CHANGE	4	200	
18	105 188	OFFICE	1	40	
18	105 189	2 BED.	4	200	
18	105 190	WR	6	0	105 189
18	105 191	OFFICE MULTI-USE	1	40	
18	105 192	STAFF COAT	6	0	105 191
18	105 195	2 BED.	4	200	
18	105 196	WR	6	0	105 195
18	105 197	LAUNDRY	1	40	
18	105 198	ANTE.	6	0	105 199
18	105 199	1 BED. ISOL.	5	500	
18	105 200	WR	6	0	105 199
18	105 201	1 BED.	4	200	
18	105 202	WR	6	0	105 201
18	105 203	ANTE.	6	0	105 204
18	105 204	1 BED. ISOL.	5	500	
18	105 205	WR	6	0	105 204
18	105 206	WRBF	3	120	
18	105 207	SLP STOR.	1	40	
18	105 208	OFFICE SLP	1	40	
18	105 209	OFFICE SLP	1	40	
18	105 210	OFFICE SLP	1	40	
18	105 211	OFFICE SLP	1	40	
18	105 212	OFFICE COUN.	1	40	
18	105 213	RECREATION	1	40	
18	105 214	STOR.	1	40	
18	105 215	WR	1	40	
18	105 216	1 BED.	4	200	
18	105 217	WR	6	0	
18	105 218	1 BED.	4	200	
18	105 219	WR	6	0	105 218
18	105 220	ANTE.	6	0	105 221
18	105 221	1 BED. ISOL.	5	500	
18	105 222	WR	6	0	105 221
18	105 223	ALCOVE	6	0	105 224
18	105 224	2 BED.	4	200	
18	105 225	WR	6	0	105 224
18	105 228	LOUNGE	1	40	
18	105 229	OFFICE SW	1	40	
18	105 230	OFFICE SW	1	40	
18	105 231	COMM.	5	500	
18	105 232	SOIL	1	40	
18	105 233	WR	1	40	
18	105 234	WRS	1	40	
18	105 235	STAFF WORK.	1	40	
18	105 236	STRETCHER ALCOVE	1	40	
18	105 239	CLEAN	1	40	

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Dept. No. & Type	ROOM NO.	ROOM NAME						
18	105 240	STAFF WORK.	1	40				
18	105 241	TEAM STATION	4	200				
18	105 242	REPORT/CONF.	1	40				
18	105 243	MED.	1	40				
18	105 244	ACTIVITY	1	40				
18	105 245	WRBF	3	120				
18	105 246	TEAM STATION	4	200				
18	105 247	REPORT/CONF.	1	40				
18	105 248	PHYS. DICT./WORK	1	40				
18	105 249	HSKP.	1	40				
18	105 250	STORE	1	40				
18	105 252	WRS	1	40				
18	105 253	SOIL.	1	40				
18	105 254	MED.	1	40				
18	105 256	EQUIP. STOR.	1	40				
18	105 257	ELECTRICAL CLOSET	7	0				
18	105 258	COMM.	5	500				
18	105 259	ELECTRICAL CLOSET	7	0				
18	105 260	CLEAN	1	40				
18	105 261	ELECTRICAL CLOSET	7	0				
18	105 262	ELECTRICAL CLOSET	7	0				
18	105 263	ELECTRICAL CLOSET	7	0				
18	105 264	ELECTRICAL CLOSET	7	0				
18	106 112	EXAM/MULTI-USE	3	120				
18	106 113	OFFICE MANAGER	1	40				
18	106 114	2 BED.	4	200				
18	106 115	WR	6	0			106 114	
18	106 116	2 BED.	4	200				
18	106 117	WR	6	0			106 116	
18	106 118	DINING/LOUNGE	1	40				
18	106 118	ADL REHAB	3	120				
18	ST01E	STAIR	3	120				
18	ST01F	STAIR	3	120				
18	ST01J	STAIR	3	120				
18	ST01K	STAIR	3	120				
19 – THERAPY AREA								
19	106 101	CORRIDOR	1	40				
19	106 102	CORRIDOR	1	40				
19	106 103	CORRIDOR	1	40				
19	106 104	CORRIDOR	1	40				
19	106 105	CORRIDOR	1	40				
19	106 106	CORRIDOR	1	40				
19	106 107	CORRIDOR	1	40				
19	106 108	CORRIDOR	1	40				
19	106 111	STORES	1	40				
19	106 119	SERVERY REHAB	2	60				
19	106 120	HSKP.	1	40				
19	106 120.1	HOUSEKEEPING	1	40				
19	106 121	QUIET ASSESS.	3	120				
19	106 122	VOICE ROOM	3	120				
19	106 123	SLP TREAT./ASSESS.	3	120				
19	106 124	SLP TREAT./ASSESS.	3	120				
19	106 125	STOR.	1	40				
19	106 126	SOIL.	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
19	106 127	CLEAN	1	40				
19	106 128	MODALITIES	2	60				
19	106 129	TREAT.	3	120				
19	106 130	GYM.	1	40				
19	106 131	ACTIVITY	1	40				
19	106 132	HAND	1	40				
19	106 133	STOR. GYM.	1	40				
19	106 134	WRBF ADL	3	120				
19	106 135	MULTI-USE ACTIVITY	1	40				
19	106 136	VESTIBULE	6	0			106 137	
19	106 137	CONFERENCE	1	40				
19	106 138	ASSESS.	2	60				
19	106 139	QUIET/REST	1	40				
19	106 140	ASSESS.	2	60				
19	106 141	WAITING AREA	1	40				
19	106 142	WRBF	3	120				
19	106 143	WR	1	40				
19	106 144	GYM.	1	40				
19	106 145	TREAT.	3	120				
19	106 146	ELECTRICAL CLOSET	7	0				
19	106 147	COMMUNITY CLERGY RM	1	40				
19	106 148	ELECTRICAL CLOSET	7	0				
19	106 149	MASSAGE THERAPY	3	120				
19	106 150	OFFICE	1	40				
19	106 151	OFFICE	1	40				
19	106 152	OFFICE CO-ORD	1	40				
19	106 155	RECEPT.	1	40				
19	106 156	WHIRLPOOL	1	40				
19	106 157	COATS	6	0			106 156	
19	106 158	WR	1	40				
19	106 159	WR	1	40				
19	106 160	STAFF	1	40				
19	106 161	INTERVIEW ROOM	2	60				
19	106 164	ELECTRICAL CLOSET	7	0				
19	106 165	MEETING ROOM	1	40				
19	106 166	COMM.	4	200				
19	ST01L	STAIR	3	120				
19	ST01M	STAIR	3	120				
19	ST01N	STAIR	3	120				
20 – PUBLIC CIRCULATION AREA								
20	100 001	CORRIDOR	1	40				
20	100 003	CORRIDOR	1	40				
20	100 005	CORRIDOR	1	40				
20	100 006	CORRIDOR	1	40				
20	100 007	CORRIDOR	1	40				
20	100 009	CORRIDOR	1	40				
20	102 738	FIRE ALARM CLOSET	7	0				
20	102 739	FIRE ALARM CLOSET	7	0				
20	ST01A	STAIR	3	120				
20	EL0103	ELEVATOR	4	200				
20	EL0104	ELEVATOR	4	200				
21 – NORTH SPECIALIZED AREA								
21	108 006	CORRIDOR	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
21	108 201	CORRIDOR	1	40				
21	108 202	BEDROOM	4	200				
21	108 203	WASHROOM	3	120				
21	108 204	BEDROOM	4	200				
21	108 205	WASHROOM	3	120				
21	108 206	BEDROOM	4	200				
21	108 207	WASHROOM	3	120				
21	108 208	BEDROOM	4	200				
21	108 209	WASHROOM	3	120				
21	108 210	CONSULTATION	3	120				
21	108 211	RECREATION	1	40				
21	108 212	WASHROOM	1	40				
21	108 213	LIVING ROOM	1	40				
21	108 214	BEDROOM	4	200				
21	108 215	WR BF	3	120				
21	108 216	BEDROOM	4	200				
21	108 217	WASHROOM	3	120				
21	108 218	BEDROOM	4	200				
21	108 219	WASHROOM	3	120				
21	108 220	CORRIDOR	1	40				
21	108 221	STORAGE	1	40				
21	108 222	BATH	1	40				
21	108 223	LINEN	1	40				
21	108 224	LAUNDRY	1	40				
21	108 225	QUIET ROOM	1	40				
21	108 226	TREATMENT EXAM	2	60				
21	108 227	WASHROOM	1	40				
21	108 228	DINING ROOM	1	40				
21	108 229	TEAM ROOM	1	40				
21	108 230	STAFF WASHROOM	1	40				
21	108 231	STAFF WASHROOM	1	40				
21	108 232	MEDICATIONS	1	40				
21	108 233	HOUSEKEEPING	1	40				
21	108 234	VESTIBULE	1	40				
21	108 301	TEAM ROOM	4	200				
21	108 302	TIMEOUT ROOM	5	500				
21	108 303	ADL KITCHEN	1	40				
21	108 304	KITCHEN	2	60				
21	108 305	CORRIDOR	1	40				
21	108 306	BEDROOM	4	200				
21	108 307	WASHROOM	3	120				
21	108 308	BEDROOM	4	200				
21	108 309	WASHROOM	3	120				
21	108 310	BEDROOM	4	200				
21	108 311	WASHROOM	3	120				
21	108 312	DINING ROOM	1	40				
21	108 313	LIVING ROOM	1	40				
21	108 314	RECREATION	1	40				
21	108 315	STORAGE	1	40				
21	108 316	BEDROOM	4	200				
21	108 317	WR BF	3	120				
21	108 318	BEDROOM	4	200				
21	108 319	WASHROOM	3	120				
21	108 320	BEDROOM	4	200				
21	108 321	WASHROOM	3	120				

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CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
21	108 322	BEDROOM	4	200				
21	108 323	WASHROOM	3	120				
21	108 324	CORRIDOR	1	40				
21	108 325	BATH	1	40				
21	108 326	LINEN	1	40				
21	108 327	LAUNDRY	1	40				
21	108 328	CONSULTATION	2	60				
21	108 329	CONSULTATION	2	60				
21	108 330	VESTIBULE	1	40				
21	108 331	WASHROOM	1	40				
21	108 332	WASHROOM	1	40				
21	108 333	MEDICATIONS	4	200				
21	108 334	WASHROOM	1	40				
21	108 335	WASHROOM	1	40				
21	108 336	RETERM	2	60				
21	108 337	ANTE ROOM	6	0			108 302	
21	108 338	STORAGE	1	40				
21	108 812	STORAGE	1	40				
21	108 813	ELEVATOR MACHINE						
22 – EDUCATION AREA								
22	108 106	OFFICE	1	40				
22	108 108	OFFICE	1	40				
22	108 110	OFFICE	1	40				
22	108 004	CORRIDOR	1	40				
22	108 005	CORRIDOR	1	40				
22	108 007	CORRIDOR	1	40				
22	108 401	WAITING	1	40				
22	108 402	CORRIDOR	1	40				
22	108 403	SECRETARY	1	40				
22	108 404	OFFICE	1	40				
22	108 405	OFFICE	1	40				
22	108 406	OFFICE	1	40				
22	108 407	OFFICE	1	40				
22	108 408	STORAGE	1	40				
22	108 409	OFFICE	1	40				
22	108 410	OFFICE	1	40				
22	108 411	OFFICE	1	40				
22	108 412	STORAGE	1	40				
22	108 414	WORKROOM	1	40				
22	108 415	CORRIDOR	1	40				
22	108 416	DIRECTOR	1	40				
22	108 417	WASHROOM	1	40				
22	108 418	WORKROOM/SUPPLY/ COPY/FAX	1	40				
22	108 501	LEISURE/LIFESTYLES	1	40				
22	108 502	BULK STORAGE	1	40				
22	108 503	MEDICAL/PHYSICIANS	1	40				
22	108 504	MEDICAL/PHYSICIANS	1	40				
22	108 505	GROUP ROOM	1	40				
22	108 506	SOCIAL WORKERS	1	40				
22	108 507	CLERICAL	1	40				
22	108 508	CO-ORDINATOR	1	40				
22	108 509	RESEARCHER	1	40				
22	108 510	PSYCHOLOGY	1	40				
22	108 511	STORAGE	1	40				

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
22	108 512	PSYCHOLOGIST	1	40				
22	108 513	PSYCHOMETRIST	1	40				
22	108 514	OCCUPAT THERAPIST	1	40				
22	108 515	FIRE ALARM CLOSET	7	0				
22	108 516	MAIL ROOM	1	40				
22	108 517	WASHROOM	1	40				
22	108 518	HOUSEKEEPING	1	40				
22	108 519	PSYCHOLOGIST	1	40				
22	108 520	RESIDENT STORAGE	1	40				
22	108 521	PROGRAM DIRECTOR	1	40				
22	108 522	MEDICAL/PHYSICIANS	1	40				
22	108 523	MEDICAL/PHYSICIANS	1	40				
22	108 524	EXAMINATION	2	60				
22	108 525	CONSULTATION	2	60				
22	108 526	WAITING	1	40				
22	108 527	SOCIAL WORKERS	1	40				
22	108 528	STORAGE	1	40				
22	108 529	OFFICE	1	40				
22	108 530	OFFICE	1	40				
22	108 531	OFFICE	1	40				
22	108 532	MOBILE X-RAY STORAG	1	40				
22	108 533	WASHROOM	1	40				
22	108 534	WR BF	3	120				
22	108 535	LAB	1	40				
22	108 536	VENDING MACHINE	1	40				
22	108 537	VENDING MACHINE	1	40				
22	108 602	ELECTRICAL	7	0				
22	108 603	COMMUNICATIONS	5	500				
22	108 701	STUDY/READING	1	40				
22	108 702	REFERENCE DESK	1	40				
22	108 703	A/V VIEWING	1	40				
22	108 704	A/V VIEWING	1	40				
22	108 705	STORAGE	1	40				
22	108 706	LIBRARIAN	1	40				
22	108 707	WORKROOM STORAGE	1	40				
22	108 708	PHOTOCOPY	1	40				
22	108 709	ON-LINE CATALOGUE	1	40				
22	108 710	SHELVING	1	40				
22	108 711	WASHROOM	1	40				
22	EL0112	ELEVATOR	4	200				
22	EL0113	ELEVATOR	4	200				
23 – SOUTH SPECIALIZED AREA								
23	107 101	CORRIDOR	1	40				
23	107 102	RECREATION	1	40				
23	107 103	ADL KITCHEN	1	40				
23	107 104	BEDROOM	4	200				
23	107 105	WR BF	3	120				
23	107 106	BEDROOM	4	200				
23	107 107	WASHROOM	3	120				
23	107 108	BEDROOM	4	200				
23	107 109	WASHROOM	3	120				
23	107 110	BEDROOM	4	200				
23	107 111	WASHROOM	3	120				
23	107 112	BEDROOM	4	200				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
23	107 113	WASHROOM	3	120				
23	107 114	BEDROOM	4	200				
23	107 115	WASHROOM	3	120				
23	107 116	BEDROOM	4	200				
23	107 117	WASHROOM	3	120				
23	107 118	CORRIDOR	1	40				
23	107 119	BATHROOM	1	40				
23	107 120	STORAGE	1	40				
23	107 121	BARRIER FREE W/R	1	40				
23	107 122	CONSULTATION	2	60				
23	107 123	LIVING ROOM	1	40				
23	107 124	TEAM WORKSTATION	4	200				
23	107 125	MEDICATION	4	200				
23	107 126	CONSULTATION	2	60				
23	107 127	TREATMENT EXAM	3	120				
23	107 128	LAUNDRY	1	40				
23	107 129	VESTIBULE	1	40				
23	107 202	DIRECTOR'S OFFICE	1	40				
23	107 203	MULTI-USE/MEETING	1	40				
23	107 204	VESTIBULE	1	40				
23	107 205	BARRIER FREE PUBLIC W/R	1	40				
23	107 206	WASHROOM	1	40				
23	107 207	WASHROOM	1	40				
23	107 208	CORRIDOR	1	40				
23	107 209	WASHROOM	1	40				
23	107 210	WAITING AREA	1	40				
23	107 211	VISITOR ROOM	1	40				
23	107 219	DOCUMED/PHARMACY	4	200				
23	107 228	RECEPTION/WAITING	1	40				
23	107 301	ANTE ROOM	6	0				107 302
23	107 302	TIMEOUT ROOM	5	500				
23	107 303	RETHERM	3	120				
23	107 303.1	STORAGE	1	40				
23	107 304	KITCHEN	3	120				
23	107 305	DINING ROOM	1	40				
23	107 306	STORAGE	1	40				
23	107 307	CORRIDOR	1	40				
23	107 308	BEDROOM	4	200				
23	107 309	WR BF	3	120				
23	107 310	BEDROOM	4	200				
23	107 311	WASHROOM	3	120				
23	107 312	BEDROOM	4	200				
23	107 313	WASHROOM	3	120				
23	107 314	BEDROOM	4	200				
23	107 315	WASHROOM	3	120				
23	107 316	BEDROOM	4	200				
23	107 317	WASHROOM	3	120				
23	107 318	BEDROOM	4	200				
23	107 319	WASHROOM	3	120				
23	107 320	BEDROOM	4	200				
23	107 321	WASHROOM	3	120				
23	107 322	BEDROOM	4	200				
23	107 323	WASHROOM	3	120				
23	107 324	BATHROOM	4	200				
23	107 325	LINEN	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
23	107 326	BARRIER FREE W/R	1	40				
23	107 327	CONSULTATION	2	60				
23	107 328	TEAM WORKSTATION	4	200				
23	107 329	VESTIBULE	1	40				
23	ST01R	STAIR	3	120				
23	ST01T	STAIR	3	120				
24 – CENTRAL CORE AREA								
24	107 212	COMPREHENS ASSESS	3	120				
24	107 213	VESTIBULE	6	0			107 222	
24	107 214	STORAGE	1	40				
24	107 215	WASHROOM	1	40				
24	107 216	CORRIDOR	1	40				
24	107 217	ADVOCATE OFFICE	1	40				
24	107 218	ADVOCATE OFFICE	1	40				
24	107 220	CLASSROOM	1	40				
24	107 221	STORAGE	1	40				
24	107 222	CONFERENCE	1	40				
24	107 223	PATIENT CLOTHING	1	40				
24	107 224	CANTEEN	1	40				
24	107 225	HAIR SALON	1	40				
24	107 226	CASHIER	1	40				
24	107 227	PATIENT COUNSELLING	1	40				
24	107 229	COMP ASSESSMENT	3	120				
24	107 230	COMP ASSESSMENT	3	120				
24	107 235	WAITING	1	40				
24	107 330	CENTRAL CORE	1	40				
24	107 333	VESTIBULE	1	40				
24	107 334	HORTICULTURE	1	40				
24	109 201	CRAFT ROOM	1	40				
24	109 202	CORRIDOR	1	40				
24	109 203	WASHROOM	1	40				
24	109 204	STAFF CHANGEROOM	1	40				
24	109 205	STAFF CHANGEROOM	1	40				
24	109 206	WASHROOM	1	40				
24	109 207	UPHOLSTERY	1	40				
24	109 208	WORKSHOP	1	40				
24	109 209	CORRIDOR	1	40				
24	109 210	ASSESSMENT OFFICE	2	60				
24	109 211	INSTRUCTOR	1	40				
24	109 212	OFFICE	1	40				
24	109 213	CO-ORDINATOR	1	40				
24	109 214	CLERICAL	1	40				
25 – GYM AREA								
25	108 008	CORRIDOR	1	40				
25	108 601	STAFF CHANGEROOM	1	40				
25	108 604	STAFF CHANGEROOM	1	40				
25	108 605	PATIENT LIBRARY	1	40				
25	108 606	CHANGEROOM	1	40				
25	108 607	CHANGEROOM	1	40				
25	108 608	WEIGHT ROOM	1	40				
25	108 609	WASHROOM	1	40				
25	108 612	WR BF	3	120				
25	108 615	WR BF	3	120				

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
25	108 616	WASHROOM	1	40				
25	110 101	GYMNASIUM	1	40				
25	110 103	GYM STORAGE	1	40				
25	110 104	SERVERY	1	40				
25	110 105	SOCIAL RECREATION	1	40				
25	110 108	WORKSHOP STORAGE	1	40				
26 – DENTAL AREA								
26	108 801	CORRIDOR	1	40				
26	108 802	EXAMINATION ROOM	2	60				
26	108 803	OFFICE	1	40				
26	108 804	RECEPTION/WAITING	1	40				
26	108 805	STORAGE	1	40				
26	108 806	PROCEDURES	4	200				
26	108 807	STERILIZATION WRKRM	6	0			108 806, 07	
26	108 808	PROCEDURES	4	200				
26	108 809	PANOREX AREA	3	120				
26	108 810	WASHROOM BF	3	120				
27 – ELECTRICAL AREA								
27	108 811	MECHANICAL	7	0				
27	110 422	ELECTRICAL	7	0				
28 – SOUTH FORENSIC AREA								
28	109 301	WAITING	1	40				
28	109 302	TESTING	2	60				
28	109 303	INVESTIGATORS	2	60				
28	109 304	CORRIDOR	1	40				
28	109 305	STAFF LOCKERS	1	40				
28	109 306	CORRIDOR	1	40				
28	109 307	WASHROOM	1	40				
28	109 308	WASHROOM	1	40				
28	109 309	WASHROOM	1	40				
28	109 310	WASHROOM	1	40				
28	109 311	HOUSEKEEPING	1	40				
28	109 401	KITCHEN	1	40				
28	109 402	TEAM STATION	4	200				
28	109 403	DINING ROOM	1	40				
28	109 404	STORAGE	1	40				
28	109 405	CORRIDOR	1	40				
28	109 406	BEDROOM	5	500				
28	109 407	WR BF	3	120				
28	109 408	BEDROOM	5	500				
28	109 409	WASHROOM	3	120				
28	109 410	BEDROOM	5	500				
28	109 411	WASHROOM	3	120				
28	109 412	BEDROOM	5	500				
28	109 413	WASHROOM	3	120				
28	109 414	BEDROOM	5	500				
28	109 415	WASHROOM	3	120				
28	109 416	BEDROOM	5	500				
28	109 417	WASHROOM	3	120				
28	109 418	BEDROOM	5	500				
28	109 419	WASHROOM	3	120				
28	109 420	BATH	5	500				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 100
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
28	109 421	LINEN	1	40				
28	109 422	WASHROOM	1	40				
28	109 423	CONSULTATION	2	60				
28	109 424	LIVING ROOM	1	40				
28	109 427	STORAGE	1	40				
28	109 428	RETHERM	2	60				
28	109 429	VESTIBULE	1	40				
28	109 501	SECURE VESTIBULE	5	500				
28	109 502	TIMEOUT ROOM	5	500				
28	109 504	ADL KITCHEN	1	40				
28	109 505	CORRIDOR	1	40				
28	109 506	TREATMENT	4	200				
28	109 507	CONSULTATION	2	60				
28	109 508	MEDICATIONS	4	200				
28	109 509	WASHROOM	1	40				
28	109 510	STORAGE	1	40				
28	109 511	BATH	1	40				
28	109 512	BEDROOM	5	500				
28	109 513	WASHROOM	3	120				
28	109 514	BEDROOM	5	500				
28	109 515	WASHROOM	3	120				
28	109 516	BEDROOM	5	500				
28	109 517	WASHROOM	3	120				
28	109 518	BEDROOM	5	500				
28	109 519	WASHROOM	3	120				
28	109 520	BEDROOM	5	500				
28	109 521	WASHROOM	3	120				
28	109 522	BEDROOM	5	500				
28	109 523	WASHROOM	3	120				
28	109 524	BEDROOM	5	500				
28	109 525	WR BF	3	120				
28	109 526	CORRIDOR	1	40				
28	109 527	LAUNDRY	1	40				
28	109 528	RECREATION	1	40				
28	109 529	TEAMWORK ROOM	4	200				
28	109 530	VESTIBULE	1	40				
28	109 531	ANTE ROOM	6	0				109 502
28	ST01U	STAIR	3	120				
28	ST01W	STAIR	3	120				
29 – SUPPORT AREA								
29	110 002	CORRIDOR	1	40				
29	110 003	CORRIDOR	1	40				
29	110 006	CORRIDOR	1	40				
29	110 007	CORRIDOR	1	40				
29	110 008	CORRIDOR	1	40				
29	110 106	LEISURE INSTRUCTION	1	40				
29	110 107	ABORIGINAL COMMON RM	1	40				
29	110 109	COMMUNICATIONS	5	500				
29	110 110	ELECTRICAL	7	0				
29	110 201	COUNSELLING OFFICE	1	40				
29	110 202	WAITING	1	40				
29	110 203	BARRIER FREE W/R	1	40				
29	110 204	BULK STORAGE	1	40				
29	110 205	FORENSIC OUTREACH	1	40				

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1	40	
2	60	
3	120	
4	200	
5	500	
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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
29	110 206	HOUSEKEEPING	1	40				
29	110 207	REVIEW BOARD STAFF	1	40				
29	110 208	OFFICE ABORIGINAL	1	40				
29	110 209	OFFICE ABORIGINAL	1	40				
29	110 210	LEISURE/LIFESTYLE WK	1	40				
29	110 211	GROUP ROOM	1	40				
29	110 212	SUPPORT SERVICES	1	40				
29	110 213	CLERICAL	1	40				
29	110 214	CO-ORDINATOR	1	40				
29	110 215	CO-ORDINATOR	1	40				
29	110 216	PHYSICIAN	1	40				
29	110 217	PHYSICIAN	1	40				
29	110 218	STORAGE	1	40				
29	110 219	ELEVATOR MACHINE						
29	110 220	PHYSICIAN	1	40				
29	110 221	PHYSICIAN	1	40				
29	110 222	PHYSICIAN	1	40				
29	110 223	PHYSICIAN	1	40				
29	110 224	SEATING ALCOVE	1	40				
29	110 310	HOUSEKEEPING	1	40				
29	110 311	PHARMACY DOCUMED CART	1	40				
29	110 312	REVIEW BD MEETING	1	40				
29	110 313	RESIDENT STORAGE	1	40				
29	110 314	WASHROOM	1	40				
29	110 315	WASHROOM	1	40				
29	110 316	SOCIAL WORKER OFFICE	1	40				
29	110 317	SOCIAL WORKER OFFICE	1	40				
29	110 318	PSYCHOLOGY OFFICE	1	40				
29	110 319	PSYCHOLOGY OFFICE	1	40				
29	110 320	PSYCHOLOGY OFFICE	1	40				
29	110 321	SOCIAL WORKER OFFICE	1	40				
29	110 322	SOCIAL WORKER OFFICE	1	40				
29	110 323	NURSE PRACTITIONER OFFICE	1	40				
29	110 324	STORAGE	1	40				
29	110 325	SOILED LINEN STAGING	1	40				
29	110 326	ELEVATOR LOBBY	1	40				
29	110 327	FIRE ALARM CLOSET	1	40				
29	110 402	CONSULTATION	2	60				
29	110 403	CORRIDOR	1	40				
29	110 404	WAITING	1	40				
29	110 405	SECURE VESTIBULE	1	40				
29	110 406	METAL DETECTION	3	120				
29	110 407	MONITORING OFFICE	5	500				
29	110 408	SALLY PORT	1	40				
29	110 409	VISITOR'S ROOM	1	40				
29	110 410	VISITOR'S ROOM	1	40				
29	110 411	CONJUGAL SUITE	1	40				
29	110 412	WASHROOM	1	40				
29	110 413	EXAMINATION	2	60				
29	110 414	OCCUPA THERAPY	1	40				
29	110 415	OCCUPA THERAPY	1	40				
29	110 417	STORAGE	1	40				
29	110 418	WASHROOM	1	40				
29	110 419	STORAGE	1	40				
29	EL0114	ELEVATOR	4	200				

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2	60	
3	120	
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Level 100			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
30 – NORTH FORENSIC AREA								
30	110 502	VESTIBULE	1	40				
30	110 503	CORRIDOR	1	40				
30	110 504	BEDROOM	5	500				
30	110 505	WASHROOM	3	120				
30	110 506	BEDROOM	5	500				
30	110 507	WASHROOM	3	120				
30	110 508	BEDROOM	5	500				
30	110 509	WASHROOM	3	120				
30	110 510	RECREATION	1	40				
30	110 511	WASHROOM	1	40				
30	110 512	LIVING ROOM	1	40				
30	110 513	LINEN	1	40				
30	110 514	CORRIDOR	1	40				
30	110 515	BEDROOM	5	500				
30	110 516	WASHROOM	3	120				
30	110 517	BEDROOM	5	500				
30	110 518	WASHROOM	3	120				
30	110 519	BEDROOM	5	500				
30	110 520	WASHROOM	3	120				
30	110 521	BEDROOM	5	500				
30	110 522	WR BF	3	120				
30	110 523	BATH	5	500				
30	110 524	ANTE ROOM	6	0			110 523	
30	110 525	DINING ROOM	1	40				
30	110 526	KITCHEN	2	60				
30	110 527	TEAM STATION	4	200				
30	110 528	TIMEOUT ROOM	5	500				
30	110 530	CONSULTATION	2	60				
30	110 531	WASHROOM	1	40				
30	110 532	ELECTRICAL CLOSET	7	0				
30	110 533	LAUNDRY	1	40				
30	110 534	MEDICATION	4	200				
30	110 535	VESTIBULE	1	40				
30	110 536	STORAGE	1	40				
30	110 601	VESTIBULE	1	40				
30	110 602	BEDROOM	5	500				
30	110 603	WASHROOM	3	120				
30	110 604	BEDROOM	5	500				
30	110 605	WASHROOM	3	120				
30	110 606	BEDROOM	5	500				
30	110 607	WASHROOM	3	120				
30	110 608	CORRIDOR	1	40				
30	110 609	RECREATION	1	40				
30	110 610	WASHROOM	1	40				
30	110 611	LIVING ROOM	1	40				
30	110 612	LINEN	1	40				
30	110 613	BEDROOM	5	500				
30	110 614	WASHROOM	3	120				
30	110 615	BEDROOM	5	500				
30	110 616	WASHROOM	3	120				
30	110 617	BEDROOM	5	500				
30	110 618	WASHROOM	3	120				
30	110 619	BEDROOM	5	500				

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1	40
2	60
3	120
4	200
5	500
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Level 100			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
30	110 620	WR BF	3	120			
30	110 621	CORRIDOR	1	40			
30	110 622	BATH	1	40			
30	110 623	ANTE ROOM	6	0		110 627	
30	110 624	DINING ROOM	1	40			
30	110 625	TEAM STATION	4	200			
30	110 626	MEDICATIONS	4	200			
30	110 627	TIMEOUT ROOM	5	500			
30	110 629	CONSULTATION	2	60			
30	110 630	WASHROOM	1	40			
30	110 631	ELECTRICAL CLOSET	7	0			
30	110 632	TREATMENT/EXAM	2	60			
30	110 633	CORRIDOR	1	40			
30	110 634	WASHROOM	1	40			
30	110 635	WASHROOM	1	40			
30	110 636	VESTIBULE	1	40			
30	110 637	STORAGE	1	40			
31 – SECURE COURTYARD AREA							
31	110 225	SECURE COURTYARD	4	200			
32 – PUBLIC CIRCULATION AREA							
32	100 002	CORRIDOR	1	40			
32	100 004	CORRIDOR	1	40			
32	100 010	CORRIDOR	1	40			
32	100 011	CORRIDOR	1	40			
32	100 012	CORRIDOR	1	40			
32	100 013	CORRIDOR	1	40			
32	ST01S	STAIR	3	120			
32	ST01V	STAIR	3	120			

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
1 – PUBLIC CIRCULATION AREA								
1	200 001	VESTIBULE	1	40				
1	200 002	CORRIDOR	1	40				
1	200 003	CORRIDOR	1	40				
1	200 004	CORRIDOR	1	40				
1	200 005	CORRIDOR	1	40				
1	200 006	CORRIDOR	1	40				
1	200 007	CORRIDOR	1	40				
1	200 008	CORRIDOR	1	40				
1	200 009	CORRIDOR	1	40				
1	201 108	VEST.	5	500				
1	201 121	TELEPHONES	1	40				
1	201 210	RECEPTION/INFORMATION	1	40				
1	201 366	WAITING	1	40				
1	201 367	VENDING	1	40				
1	202 113	COMMUNICATIONS	5	500				
1	202 114	ELECTRICAL	7	0				
1	202 115	VERTICAL SHAFT	7	0				
1	202 215	COMMUNICATIONS	5	500				
1	202 216	ELECTRICAL	7	0				
1	202 217	VERTICAL SHAFT						
1	202 218	GENERAL SEATING	1	40				
1	202 219	GENERAL SEATING	1	40				
1	202 428	FIRE ALARM CLOSET	7	0				
1	202 429	FIRE ALARM CLOSET	7	0				
1	204 001	CORRIDOR	1	40				
1	204 002	CORRIDOR	1	40				
1	204 110	WOMEN'S PUBLIC WASHROOM	1	40				
1	204 111	MEN'S PUBLIC WASHROOM	1	40				
1	204 164	STOR.	1	40				
1	204 165	OFFICE DIETICIAN	1	40				
1	204 166	OFFICE DIETICIAN	1	40				
1	204 167	AMCARE CLINICIAN	1	40				
1	204 168	PATIENT CLASSROOM	1	40				
1	204 170	VERTICAL SHAFT	7	0				
1	204 171	ELECTRICAL CLOSET	7	0				
1	204 171.1	ELECTRICAL CLOSET	7	0				
1	205 001	CORRIDOR	1	40				
1	205 238	ELECTRICAL CLOSET	7	0				
1	205 239	ELECTRICAL CLOSET	7	0				
1	ST02B	STAIR	6	0				ST01B
1	CST02B	CONVENIENCE STAIR	1	40				
1	CST02C	CONVENIENCE STAIR	1	40				
2 – SECURITY AREA								
2	201 109	SECURITY SERVICES	1	40				
3 – EMERGENCY AREA								
3	201 101	VEST.	3	120				
3	201 102	CORRIDOR	1	40				
3	201 103	CORRIDOR	1	40				
3	201 104	CORRIDOR	1	40				
3	201 105	CORRIDOR	1	40				
3	201 106	CORRIDOR	1	40				
3	201 107	CORRIDOR	1	40				

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1	40	
2	60	
3	120	
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
3	201 110	WR	1	40				
3	201 111	WHEELCHAIR STOR.	1	40				
3	201 112	WAYFINDING KIOSK	1	40				
3	201 113	PAED. WAITING	3	120				
3	201 114	ADULT WAITING	3	120				
3	201 115	WR	1	40				
3	201 116	TRIAGE	5	500				
3	201 117	RECEPT./REG.	5	500				
3	201 118	ASSESS	5	500				
3	201 119	ASSESS	5	500				
3	201 120	WRBF	3	120				
3	201 122	WRBF	3	120				
3	201 123	PSYCH	5	500				
3	201 124	WR	3	120				
3	201 125	CRISIS INTER.	5	500				
3	201 126	SPECIAL CARE INTAKE	5	500				
3	201 127	ANTE ROOM	6	0				201 126
3	201 128	DECONTAM/ ISOL.	5	500				
3	201 130	CLINICAL DECISION	5	500				
3	201 131	WR	1	40				
3	201 132	VESTIBULE	6	0				201 134
3	201 133	ANTE ROOM	6	0				201 139 & 201 140
3	201 134	DECONT.	5	500				
3	201 135	EQUIPMENT STOR.	1	40				
3	201 136	AMBULANCE DRIVE-THRU	5	500				
3	201 137	AMBUL./POLICE WORK.	1	40				
3	201 138	EQUIPMENT STOR.	1	40				
3	201 139	RESUS./TRAUMA	5	500				
3	201 140	RESUS./TRAUMA	5	500				
3	201 141	WORK	5	500				
3	201 142	MULTIDIS. WORK AREA	4	200				
3	201 143	OFFICE MED. DIR.	1	40				
3	201 144	WR	1	40				
3	201 145	STAFF LOUNGE	1	40				
3	201 146	STAFF CHANGE ROOM	1	40				
3	201 147	WRS	1	40				
3	201 147.1	SHOWER	1	40				
3	201 148	PANTRY EMERG.	1	40				
3	201 149	SOIL	3	120				
3	201 150	CLEAN	2	60				
3	201 151	MED.	2	60				
3	201 152	COMM.	5	500				
3	201 153	PHYSICIAN'S AREA	2	60				
3	201 154	SUPPLY	1	40				
3	201 155	EXAM	5	500				
3	201 156	OFFICE BED ALLOC.	1	40				
3	201 157	EXAM	5	500				
3	201 158	EXAM	5	500				
3	201 159	EXAM	5	500				
3	201 160	EXAM	5	500				
3	201 161	EXAM	5	500				
3	201 162	ACUTE CARE	5	500				
3	201 163	SUBSTATION	4	200				
3	201 164	EQUIP. STORAGE	1	40				
3	201 165	WR	1	40				

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Dept. No. & Type	ROOM NO.	ROOM NAME						
3	201 166	WRBF	3	120				
3	201 167	IMAGING EQUIP. ALC.	1	40				
3	201 168	BH OFFICE COORD.	1	40				
3	201 169	OFFICE REG. TRAIN.	1	40				
3	201 170	OFFICE	1	40				
3	201 171	HSKP.	1	40				
3	201 172	OFFICE	1	40				
3	201 173	QUIET/FAMILY	3	120				
3	201 174	SOIL	3	120				
3	201 175	EQUIP. ALCOVE	1	40				
3	201 176	WRS	1	40				
3	201 177	MINOR PROCEDURES	4	200				
3	201 178	ENT/DENT./OPHTH.	4	200				
3	201 179	SUB STA. COMM.	4	200				
3	201 180	CLINIC. REV. STATION	3	120				
3	201 181	EXAM/TREAT.	5	500				
3	201 182	EXAM/TREAT.	5	500				
3	201 183	EXAM/TREAT.	5	500				
3	201 184	WRBF	3	120				
3	201 185	SUPPLY	1	40				
3	201 186	EXAM/TREAT.	5	500				
3	201 187	CONSULT/EXAM	5	500				
3	201 188	GYN.	5	500				
3	201 189	WR	5	500				
3	201 190	EQUIP. ALCOVE	1	40				
3	201 191	GYN.	5	500				
3	201 192	MULTI-USE EXAM	5	500				
3	201 193	OFFICE DISCHARGE	1	40				
3	201 194	OFFICE AMBUL. CARE	1	40				
3	201 195	OFFICE MANAGER	1	40				
3	201 196	WR	1	40				
3	201 197	OFFICE CLERICAL	1	40				
3	201 198	MAINTENANCE	1	40				
3	201 199	PNEUMATIC TUBE	1	40				
3	201 201	ANTE ROOM	6	0				201 202
3	201 202	ISOL./EXAM	5	500				
3	201 203	WR	6	0				201 202
3	201 204	ISOL./EXAM	5	500				
3	201 205	ANTE ROOM	6	0				201 204
3	201 206	WR	6	0				201 204
3	201 207	ISO. ENTRANCE/INTERVIEW	6	0				201 201, 201 202, 201 205, 202 204
3	ST02A	STAIR	6	0				ST01A
3	EL0201	ELEVATOR	6	0				EL0101
3	EL0202	ELEVATOR	6	0				EL0102
3	EL0203	ELEVATOR	6	0				EL0103
4 – DIAGNOSTIC AREA								
4	202 301	CORRIDOR	1	40				
4	202 302	CORRIDOR	1	40				
4	202 303	CORRIDOR	5	500				
4	202 304	CORRIDOR	1	40				
4	202 305	CORRIDOR	1	40				
4	202 306	CORRIDOR	1	40				
4	202 308	CORRIDOR	1	40				
4	202 309	CORRIDOR	1	40				

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Dept. No. & Type	ROOM NO.	ROOM NAME						
4	202 310	WAITING	1	40				
4	202 311	WRBF	3	120				
4	202 313	CHEST RM.	5	500				
4	202 314	CONTROL	6	0			202 313	
4	202 315	HSKP.	1	40				
4	202 316	WR	1	40				
4	202 317	RAD. RM.	5	500				
4	202 318	RAD. RM.	5	500				
4	202 319	CONTROL	6	0			202 318	
4	202 320	STRETCHER	2	60				
4	202 321	CHANGE RAD.	1	40				
4	202 322	RAD. RM.	5	500				
4	202 323	CONTROL	6	0			202 322	
4	202 324	WAITING RAD.	2	60				
4	202 325	WR	1	40				
4	202 326	MULTI-USE/INTERVEN.	5	500				
4	202 327	CONTROL	6	0			202 326	
4	202 328	LINEN ALCOVE	1	40				
4	202 329	STORAGE/SUPPLIES	1	40				
4	202 330	RAD. RM. TRAUMA	5	500				
4	202 331	CONTROL	6	0			202 330	
4	202 332	STAFF FACIL.	1	40				
4	202 333	WR	1	40				
4	202 334	CORRIDOR	1	40				
4	202 335	CHANGE	1	40				
4	202 336	CLINICAL INSTRUCT.	1	40				
4	202 337	CHARGE TECH.	1	40				
4	202 338	WR	6	0			202 339	
4	202 339	FLUORO. RM.	5	500				
4	202 340	FLUORO. RM.	5	500				
4	202 341	CONTROL	6	0			202 340	
4	202 342	CHANGE FLUORO	3	120				
4	202 343	WR	6	0			202 342	
4	202 344	STRETCHER AREA	2	60				
4	202 345	OFFICE PACS/RIX	1	40				
4	202 346	WRBF	3	120				
4	202 347	OFFICE RADIOLOGIST	1	40				
4	202 348	HSKP.	1	40				
4	202 349	WAITING	2	60				
4	202 350	OFFICE RADIOLOGIST	1	40				
4	202 351	OFFICE RADIOLOGIST	1	40				
4	202 352	OFFICE RADIOLOGIST	1	40				
4	202 353	CT SCAN	5	500				
4	202 354	CT CONTROL	6	0			202 353	
4	202 355	SUPP. RM./TRAY	1	40				
4	202 357	CHANGE AREA	1	40				
4	202 358	WR	1	40				
4	202 359	WR	1	40				
4	202 360	WAITING	1	40				
4	202 361	INTERVIEW	2	60				
4	202 362	MRI CONTROL	6	0			202 363	
4	202 363	MRI	5	500				
4	202 364	CLEAN-UP/SOILED UTIL.	2	60				
4	202 365	COMPUTER/EQUIP.	5	500				
4	202 366	STAFF AREA	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
LEVEL 200
NORTH BAY REGIONAL HEALTH CENTRE
PROJECT Project 9749
March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with				
Dept. No. & Type	ROOM NO.	ROOM NAME							
4	202 367	CAMERA ROOM	5	500					
4	202 368	WRS	1	40					
4	202 369	READING	1	40					
4	202 370	HOT LAB/HOT WASTES	4	200					
4	202 371	GENERATOR	6	0				202 372 & 202 373	
4	202 372	CAMERA ROOM	5	500					
4	202 373	CAMERA ROOM	5	500					
4	202 374	SUB WAIT	2	60					
4	202 375	CHANGE	1	40					
4	202 376	STRETCHER	2	60					
4	202 377	INJECT	2	60					
4	202 379	READING	1	40					
4	202 380	LOCKERS	1	40					
4	202 381	PROCESSING AREA	3	120					
4	202 382	OBSP OFFICE	1	40					
4	202 383	OBSP OFFICE	6	0				202 382	
4	202 384	MAMMO. RM.	5	500					
4	202 385	MAMMO. RM.	5	500					
4	202 386	SUB WAIT	2	60					
4	202 387	WR	1	40					
4	202 388	CHANGE AREA	1	40					
4	202 389	RECEPTION	4	200					
4	202 390	FILM STOR.	4	200					
4	202 391	SUB WAIT	2	60					
4	202 392	ULTRASOUND RM.	5	500					
4	202 393	ULTRASOUND RM.	5	500					
4	202 394	ULTRASOUND RM.	5	500					
4	202 395	ULTRASOUND RM.	5	500					
4	202 396	ULTRASOUND RM.	5	500					
4	202 397	ULTRASOUND RM.	5	500					
4	202 398	WRBF	4	200					
4	202 399	WR	4	200					
4	202 400	STRETCHER HOLDING	2	60					
4	202 401	WR	1	40					
4	202 402	ALCOVE	6	0				202 403	
4	202 403	TECH. AREA	3	120					
4	202 404	SOILED UTIL. CLEANING	1	40					
4	202 405	STAFF WC	1	40					
4	202 406	WRBF	3	120					
	202 406.1	COOLING	3	120					
4	202 407	READING RM.	1	40					
4	202 408	PREP. RM.	2	60					
4	202 409	ULTRASOUND RM.	5	500					
4	202 410	BONE DENS. RM.	5	500					
4	202 411	SUB-WAITING	6	0				202 410	
4	202 412	CHANGE AREA	2	60					
4	202 413	ULTRASOUND RM.	5	500					
4	202 414	EXAM. RM./CLINIC	2	60					
4	202 415	RECEPTION/CLERICAL	5	500					
4	202 416	FILM LIBRARY	4	200					
4	202 417	WORKSTA. TELERAD.	4	200					
4	202 418	PHYS. VIEWING	4	200					
4	202 419	DARKROOM	5	500					
4	202 420	OFFICE SEC.	1	40					
4	202 421	OFFICE MGR.	1	40					

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
4	202 422	STAFF	1	40				
4	202 423	STAFF	1	40				
4	202 424	IMAGE MGMT.	5	500				
4	202 425	TECHNICAL SUP. & PREP.	5	500				
4	202 426	SCRUB BAY	2	60				
4	ST02G	STAIR	6	0				ST01G
4	ST02H	STAIR	6	0				ST01H
5 – LAB AREA								
5	203 201	CORRIDOR	5	500				
5	203 202	CORRIDOR	5	500				
5	203 203	CORRIDOR	2	60				
5	203 210	FRIDGE	5	500				
5	203 211	BLOOD BANK	5	500				
5	203 212	BLOOD CLEAN ROOM	5	500				
5	203 213	B/B OFFICE TECH	1	40				
5	203 214	WR	1	40				
5	203 215	GLASS WASH-UP	4	200				
5	203 217	STERILIZER ROOM	4	200				
5	203 218	PCR DETECTION ROOM	4	200				
5	203 219	PCR MOL. PREP LAB	4	200				
5	203 220	MEDIA COLD STOR ROOM	5	500				
5	203 221	EQUIPMENT ROOM	4	200				
5	203 222	WALK-IN INCUBATOR	4	200				
5	203 223	T.B. LAB	4	200				
5	203 224	MICROBIOLOGY OFFICE	1	40				
5	203 225	MICROBIOLOGY	5	500				
5	203 226	FLUO. MIC.	4	200				
5	203 227	COLD ROOM FRIDGE	5	500				
5	203 228	HAEMO. LEAD TECH.	1	40				
5	203 229	HISTOLOGY	5	500				
5	203 230	HISTOLOGY TECH.	1	40				
5	203 231	CYTOLOGY	5	500				
5	203 232	CYTO. OFFICE TECH.	1	40				
5	203 233	TISSUE PROCESS	5	500				
5	203 234	GROSS CUTTING	5	500				
5	203 235	CHEM. OFFICE TECH.	1	40				
5	203 236	SPECIMEN COLLECTION	5	500				
5	203 237	WRBF	3	120				
5	203 238	CORE LAB	5	500				
5	203 239	STORAGE	5	500				
5	203 240	SPECIMEN RECEIVING	5	500				
5	203 241	STAFF FAC.	1	40				
5	203 242	WR	1	40				
5	203 243	STAFF ROOM/LAB.	1	40				
5	203 244	STORAGE ROOM	1	40				
5	203 245	MULTI-USE MEETING ROOM	1	40				
5	203 246	WR	1	40				
5	203 247	LAB MANAGER	1	40				
5	203 248	PRINT/REPORT STOR.	5	500				
5	203 249	LIS OFFICE	1	40				
5	203 250	PATHOLOGIST OFFICE	3	120				
5	203 251	GEN. OFFICE/TRANS.	3	120				
5	203 252	PATHOLOGIST OFFICE	3	120				
5	203 253	PATHOLOGIST OFFICE	3	120				

NORTH BAY REGIONAL HEALTH CENTRE

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 March 1, 2006

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1	40
2	60
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
5	203 254	DIRECTOR OFFICE	3	120				
5	203 310	RESIDENTS FACILITY	1	40				
5	203 311	LOUNGE	1	40				
5	203 312	CONFERENCE	1	40				
5	203 313	HOUSEKEEPING	1	40				
5	203 317	CHIEF OF STAFF OFFICE	1	40				
5	203 318	KITCHENETTE	1	40				
5	ST02P	STAIR	6	0			ST01P	
6 – SPECIMEN COLLECTION AREA								
6	201 361	STOR.	3	120				
6	201 362	PHLEBOTOMY AREA	3	120				
6	201 363	WR	3	120				
6	201 364	WR	3	120				
6	201 365	RECEPTION/PROCESS	2	60				
7 – RECEPTION AREA								
7	201 231	VERTICAL SHAFT						
7	201 232	ELECTRICAL	7	0				
7	201 233	COMMUNICATIONS	5	500				
7	201 239	TEAM WORK AREA	4	200				
7	201 241	CASHIER	1	40				
7	201 242	MONITOR	4	200				
7	201 243	STORAGE	1	40				
7	201 244	SWITCHBOARD	4	200				
7	201 245	WASHROOM	1	40				
7	201 246	STAFF KITCHENETTE	1	40				
7	201 247	CORRIDOR	1	40				
7	201 248	FILE STORAGE	3	120				
7	201 249	VAULT	3	120				
7	201 250	INTERVIEW	2	60				
7	201 254	MAIL ROOM	1	40				
8 – RETAIL AREA								
8	201 235	RETAIL PHARMACY	1	40				
8	201 237	VOLUNTEER GIFT SHOP	1	40				
9 – A M CARE AREA								
9	201 306	PREADM. CLIN. WAIT.	2	60				
9	201 307	WR	1	40				
9	201 308	OFFICE	1	40				
9	201 309	OFFICE	1	40				
9	201 310	CONSUL.	2	60				
9	201 311	CONSUL.	2	60				
9	201 312	OFFICE	1	40				
9	201 313	SCHED. OFFICE	2	60				
9	201 314	CORR.	1	40				
9	201 315	CORR.	1	40				
9	201 316	PLASTER ROOM	3	120				
9	201 317	EXAM ORTHO	3	120				
9	201 318	EXAM ORTHO	3	120				
9	201 319	WAITING ORTHO.	2	60				
9	201 320	WAITING CANCER	2	60				
9	201 321	CORR.	1	40				
9	201 322	EXAM	3	120				

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1	40
2	60
3	120
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Level 200			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
9	201 323	EXAM	3	120	
9	201 324	EXAM	3	120	
9	201 325	EXAM	3	120	
9	201 326	EXAM	3	120	
9	201 327	EXAM	3	120	
9	201 328	PROC.	3	120	
9	201 329	WR	6	0	201 328 & 301 329
9	201 330	ALCOVE	2	60	
9	201 331	PROC.	3	120	
9	201 332	PROC.	3	120	
9	201 333	WR	6	0	201 332
9	201 334	ALCOVE	2	60	
9	201 335	PROC.	3	120	
9	201 336	WAITING AM CARE	2	60	
9	201 337	REGIST.	2	60	
9	201 338	CORR.	1	40	
9	201 339	CLEAN	1	40	
9	201 340	CHIROPODY	3	120	
9	201 341	CONSUL.	2	60	
9	201 342	WR	1	40	
9	201 343	WRS	1	40	
9	201 344	SOIL	1	40	
9	201 345	CORR.	1	40	
9	201 346	TEAM STATION	4	200	
9	201 347	PROC.	3	120	
9	201 348	WR	6	0	201 347 & 201 351
9	201 350	CORR.	1	40	
9	201 351	PROC.	3	120	
9	201 352	HSKP	1	40	
9	201 353	CORR.	1	40	
9	201 354	EXAM	3	120	
9	201 355	OSTOMY	3	120	
9	201 356	WR	6	0	201 355
9	201 357	STRETCHER/KIT. AMB. CARE	2	60	
9	201 358	TEAM STATION	4	200	
9	201 359	REGIST.	4	200	
9	201 360	REGIST.	4	200	
9	201 234	VERTICAL SHAFT			
9	201 240	FIRE ALARM CLOSET	7	0	
9	201 368	FIRE ALARM CLOSET	7	0	
9	EL0202	ELEVATOR	6	0	EL0102
9	EL0203	ELEVATOR	6	0	EL0103
9	EL0204	ELEVATOR	6	0	EL0104
10 – EDUCATION AREA					
10	202 110	ER / TELEHEALTH BDRM	3	120	
10	202 111	TRAINING/PAT ED BDRM	1	40	
10	202 112	MATERIALS MGT STORAGE	1	40	
11 – ADMINISTRATION AREA					
11	202 210	GENERAL OFFICE	1	40	
11	202 211	OFFICE CO-ORDINATOR	1	40	
11	202 212	MEDICAL STAFF WR	1	40	
11	202 213	MEDICAL STAFF WR	1	40	
11	202 214	LOUNGE	1	40	

NORTH BAY REGIONAL HEALTH CENTRE

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 March 1, 2006

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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
11	202 220	MULTI-USE	1	40				
12 – CARDIO AREA								
12	202 501	CORRIDOR	1	40				
12	202 502	CORRIDOR	1	40				
12	202 503	CORRIDOR	1	40				
12	202 504	CORRIDOR	1	40				
12	202 505	WAITING	2	60				
12	202 506	WRBF	3	120				
12	202 507	STAFF WORKROOM	1	40				
12	202 508	EEG	4	200				
12	202 509	SUPPLY	1	40				
12	202 510	GOWNED WAITING	1	40				
12	202 511	PAT. CH. CUBICLES	1	40				
12	202 512	WR	1	40				
12	202 513	WRBF	3	120				
12	202 514	STRESS TESTING	4	200				
12	202 515	PHYS. INTER.	2	60				
12	202 516	HOLTER INTER.	2	60				
12	202 517	HOLTER HOOK-UP	2	60				
12	202 518	STUDENT WORKROOM	1	40				
12	202 519	WRS	1	40				
12	202 520	SOIL	1	40				
12	202 521	OFFICE PROG. MAN.	1	40				
12	202 522	OFFICE SEN. RESP.	1	40				
12	202 523	OFFICE	1	40				
12	202 524	EQUIP. STORAGE	1	40				
12	202 525	PULMONARY FUN. LAB	3	120				
12	202 526	MULTI-USE EXAM/TREAT.	2	60				
12	202 527	CLERICAL	1	40				
12	202 528	REPORT STOR.	2	60				
12	202 529	EKG	2	60				
12	202 530	IN-PATIENT HOLDING	2	60				
12	202 531	EDUCATION	1	40				
12	202 532	INTERVIEW/EXAM.	2	60				
12	202 533	P-TUBE	1	40				
12	EL0207	ELEVATOR	6	0				EL0107
12	EL0208	ELEVATOR	6	0				EL0108
12	EL0209	ELEVATOR	6	0				EL0109
13 – PATIENT INFO AREA								
13	203 401	CORRIDOR	1	40				
13	203 402	CORRIDOR	1	40				
13	203 403	CORRIDOR	1	40				
13	203 404	CORRIDOR	1	40				
13	203 410	WORKROOM	1	40				
13	203 411	SUPPLIES STORAGE	1	40				
13	203 412	PRINTER/SCANNER	1	40				
13	203 413	WASHROOM	1	40				
13	203 414	WASHROOM	1	40				
13	203 415	MULTI-USE OFFICE	1	40				
13	203 416	OFFICE SUPERVISOR	1	40				
13	203 417	EQUIPMENT STORAGE	1	40				
13	203 418	OFFICE RELEASE OF INFO	1	40				
13	203 419	ACTIVE CHART STORAGE	4	200				

NORTH BAY REGIONAL HEALTH CENTRE

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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
13	203 420	VIEWING	3	120				
13	203 421	STORAGE	1	40				
13	203 422	CHART REVIEW	3	120				
13	203 423	PURSES	1	40				
13	203 424	OFFICE CO-ORDINATOR	1	40				
13	203 425	RECEPTION	1	40				
13	203 426	WAITING	2	60				
13	203 427	DICTATION	1	40				
13	203 428	STORAGE/ADMITTING	1	40				
13	203 429	CHART REVIEW	3	120				
13	203 430	FILING CLERK	1	40				
13	203 431	ACTIVE CHARTS	4	200				
13	203 432	OFFICE	1	40				
13	203 433	DIRECTOR OFFICE	1	40				
13	203 434	MULTI-USE OFFICE	1	40				
13	203 435	INTERVIEW ROOM	1	40				
13	203 436	VIEWING	3	120				
13	203 437	CHART AUDIT	3	120				
13	203 438	WASHROOM	1	40				
13	203 439	SUPPLIES STORAGE	1	40				
13	203 440	INCOMPLETE RECORDS	1	40				
13	203 441	DICTATION STATIONS	1	40				
13	203 442	OFFICE UTILIZATION	1	40				
13	203 443	WORKSTATIONS	3	120				
13	203 444	WORKSTATION	3	120				
13	203 445	WORKSTATION	3	120				
13	203 446	CENTRAL EQUIPMENT	2	60				
13	203 447	INCOMPLETE RECORDS	1	40				
13	203 448	CONFIDENTIAL STORAGE	3	120				
13	203 449	CENTRAL EQUIPMENT	2	60				
13	203 450	WORKSTATIONS	3	120				
13	203 451	ELECTRICAL	7	0				
13	203 452	COMMUNICATIONS	5	500				
13	203 453	VERTICAL SHAFT						
13	203 454	VERTICAL SHAFT						
13	203 455	FIRE ALARM CLOSET	7	0				
13	EL0210	ELEVATOR	6	0			EL0110	
13	EL0211	ELEVATOR	6	0			EL0111	
14 – ADMINISTRATION AREA								
14	203 101	CORR.	1	40				
14	203 110	BEDROOM	1	40				
14	203 111	WR	1	40				
14	203 112	BEDROOM	1	40				
14	203 113	WR	1	40				
14	203 114	BEDROOM	1	40				
14	203 115	WR	1	40				
14	203 116	BEDROOM	1	40				
14	203 117	WR	1	40				
14	203 118	BEDROOM	1	40				
14	203 119	WR	1	40				
14	203 314	MEDICAL DIRECTOR	1	40				
14	203 315	PUBLIC RELATIONS OFC	1	40				
14	203 316	SECRETARY	1	40				
14	203 501	CORRIDOR	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
14	203 502	CORRIDOR	1	40				
14	203 503	CORRIDOR	1	40				
14	203 505	WAITING	1	40				
14	203 506	ADMIN ASSISTANT	1	40				
14	203 507	DIRECTOR CORPORATE	1	40				
14	203 508	ADMIN ASSISTANT	1	40				
14	203 509	DIRECTOR FACILITIES	1	40				
14	203 510	ADMIN ASSISTANT	1	40				
14	203 511	DIRECTOR PLAN/DEVP	1	40				
14	203 512	MEDICAL DIRECTOR OFFICE	1	40				
14	203 513	MEDICAL DIRECTOR OFFICE	1	40				
14	203 514	ADMIN ASSISTANT	1	40				
14	203 515	DIRECTOR MAT CHILD/SURG	1	40				
14	203 516	ADMIN ASSISTANT	1	40				
14	203 517	DIRECTOR MED CARE	1	40				
14	203 518	ADMIN ASSISTANT	1	40				
14	203 519	PRESIDENT/CEO	1	40				
14	203 520	ADMIN ASSISTANT	1	40				
14	203 521	DIRECTOR ACUTE MHEALTH	1	40				
14	203 522	SECRETARY	1	40				
14	203 523	CO-ORD PUB RELATIONS	1	40				
14	203 524	COAT CLOSET	1	40				
14	203 525	MEETING/CONFERENCE	2	60				
14	203 526	MEETING/CONFERENCE	2	60				
14	203 527	BOARDROOM	2	60				
14	203 528	KITCHENETTE	1	40				
14	203 529	ADMIN ASSISTANT	1	40				
14	203 531	CEO NEMHC	1	40				
14	203 532	ADMIN ASSISTANT	1	40				
14	203 533	WASHROOM	1	40				
14	203 534	WASHROOM	1	40				
14	203 535	MULTI-USE OFFICE	1	40				
14	203 536	PHOTO/STORES NEMHC	1	40				
14	203 537	CHIEF PSYCH	1	40				
14	203 538	ADMIN ASSISTANT	1	40				
14	203 539	CHIEF NURSING OFFICER	1	40				
14	203 540	ADMIN ASSISTANT	1	40				
14	203 541	VP FACILITIES	1	40				
14	203 542	MULTI-USE OFFICE	1	40				
14	203 543	PHOTOCOPY/STORAGE	1	40				
14	203 544	WASHROOM	1	40				
14	203 545	ADMIN ASSISTANT	1	40				
14	203 546	VP PROGRAM	1	40				
14	203 547	WASHROOM	1	40				
14	203 548	WASHROOM	1	40				
14	203 549	ADMIN ASSISTANT	1	40				
14	203 550	DIRECTOR COMMUNICATIONS	1	40				
14	203 551	WASHROOM	1	40				
15 – EDUCATION AREA								
15	204 112	BREASTFEEDING	1	40				
15	204 113	DIRECTOR	1	40				
15	204 114	RECEPTION	1	40				
15	204 115	DATA	1	40				
15	204 116	WASHROOM	1	40				

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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
15	204 117	DEV OFFICER OFFICE	1	40				
15	204 118	PHOTOCOPY	1	40				
15	204 119	MEETING	1	40				
15	204 120	STORAGE	1	40				
15	204 121	STORAGE	1	40				
15	204 177	MECHANICAL	7	0				
16 – A M CARE AREA								
16	204 104	CORRIDOR	1	40				
16	204 106	CORRIDOR	1	40				
16	204 107	CORRIDOR	1	40				
16	204 108	CORRIDOR	1	40				
16	204 109	CORRIDOR	1	40				
16	204 122	SUPPLY STORAGE	1	40				
16	204 123	EQUIP. STORAGE	1	40				
16	204 124	PROC.	3	120				
16	204 125	PANTRY DIALYSIS	2	60				
16	204 126	ISOL.	5	500				
16	204 127	TREATMENT	5	500				
16	204 128	CHART	3	120				
16	204 129	TREATMENT	5	500				
16	204 130	CHART	3	120				
16	204 131	CHART	3	120				
16	204 132	CHART	3	120				
16	204 133	WR	1	40				
16	204 134	CLEAN	4	200				
16	204 135	MED.	4	200				
16	204 136	COMM.	5	500				
16	204 137	PATIENT LOUNGE	1	40				
16	204 141	WRBF	3	120				
16	204 142	HSKP.	3	120				
16	204 143	TRAINING	3	120				
16	204 144	TRAINING	3	120				
16	204 145	WRS	1	40				
16	204 145.1	WRS	1	40				
16	204 146	STAFF WORK.	1	40				
16	204 147	STAFF	1	40				
16	204 149	STOR./PHOTO.	1	40				
16	204 150	MULTI-USE OFFICE	1	40				
16	204 151	MULTI-USE	1	40				
16	204 152	HOSP. OFFICE	1	40				
16	204 153	HOSP. OFFICE	1	40				
16	204 154	TRANS. OFFICE	1	40				
16	204 155	REGIST. OFFICE	1	40				
16	204 156	MULTI-USE OFFICE	1	40				
16	204 157	UNIT LEADER OFFICE	1	40				
16	204 159	CORRIDOR	1	40				
16	204 160	EXAM.	3	120				
16	204 161	OFFICE	1	40				
16	204 162	EXAM.	3	120				
16	204 163	OFFICE	1	40				
16	204 169	STORAGE	1	40				
16	204 172	WAITING	2	60				
16	204 173	RECEPT.	2	60				
16	204 174	WR	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 200
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
16	204 175	SATELLITE BIOMED.	4	200	
16	204 176	WATER	6	0	
16	204 178	WR	1	40	Whole Rental Unit
16	204 179	LINEN	1	40	
16	204 180	SOIL	1	40	
16	204 181	PATIENT LOCKERS	1	40	
16	204 182	STRETCHER ALCOVE	1	40	
16	204 183	ELECTRICAL CLOSET	7	0	
16	204 184	COMMUNICATIONS	5	500	
16	204 185	ANTE ROOM	6	0	204 184
16	204 186	WR	1	40	
16	205 002	CORRIDOR	1	40	
16	205 111	MULTI-USE OFFICE	1	40	
16	205 112	NURSE CLIN. OFFICE	1	40	
16	205 113	SOCIAL WORKER	1	40	
16	205 114	PHARM. OFFICE	1	40	
16	205 115	DRUG PREP	4	200	
16	205 118	WAITING	2	60	
16	205 119	RECEP./SEC.	1	40	
16	205 120	EXAM./PROC.	3	120	
16	205 121	SOIL	1	40	
16	205 122	COMMUNICATIONS	5	500	
16	205 123	CHEMO. TREAT ROOM	5	500	
16	205 124	CHEMO. TREAT ROOM	5	500	
16	205 125	CHEMO. TREAT ROOM	5	500	
16	205 126	WR	1	40	
16	205 127	TREATMENT AREA	5	500	
16	205 128	SATELLITE PHARMACY	5	500	
16	205 129	CLEAN SUPPLY	1	40	
16	205 130	RECLIN.	5	500	
16	205 131	SUPPLY/REVIEW/CARTS	1	40	
16	205 132	WR	1	40	
16	205 227	MATERIALS MGT STORAGE	1	40	
16	205 229	CLIN TRIALS OFFICE	1	40	
16	205 230	MANAGER OFFICE	1	40	
16	205 231	WR BF	3	120	
16	ST02C	STAIR	6	0	ST01C
16	ST02D	STAIR	6	0	ST01D
16	ST02E	STAIR	6	0	ST01E
17 – EDUCATION AREA					
17	205 223	WASHROOM	1	40	
17	205 224	STORAGE	1	40	
17	205 249	SHAFT			
17	205 251	WORK ROOM	1	40	
17	205 252	MULTI-USE	1	40	
17	205 253	OFFICE	1	40	
17	205 254	OFFICE	1	40	
17	205 255	OFFICE	1	40	
17	205 256	RECEPTION	1	40	
17	205 264	STORAGE	1	40	
17	205 267	WAITING	1	40	
17	205 268	WOMEN'S PUBLIC WASHROOM	1	40	
17	205 269	MEN'S PUBLIC WASHROOM	1	40	
17	205 270	MEETING CENTRE	1	40	

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 200
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
17	ST02F	STAIR	6	0			ST01F
18 – ACUTE MENTAL HEALTH AREA							
18	205 003	CORRIDOR	1	40			
18	205 004	CORRIDOR	1	40			
18	205 005	CORRIDOR	1	40			
18	205 006	CORRIDOR	1	40			
18	205 007	CORRIDOR	1	40			
18	205 008	CORRIDOR	1	40			
18	205 009	CORRIDOR	1	40			
18	205 010	CORRIDOR	1	40			
18	205 011	CORRIDOR	1	40			
18	205 012	VESTIBULE	6	0			205 117
18	205 117	WASHROOM	1	40			
18	205 133	WR	1	40			
18	205 134	INTERVIEW/QUIET	2	60			
18	205 135	COMMUNITY OFFICE	1	40			
18	205 136	DOCTOR'S OFFICE	1	40			
18	205 137	DOCTOR'S OFFICE	1	40			
18	205 138	DOCTOR'S OFFICE	1	40			
18	205 139	DOCTOR'S OFFICE	1	40			
18	205 140	DOCTOR'S OFFICE	1	40			
18	205 141	DOCTOR'S OFFICE	1	40			
18	205 142	STORAGE	1	40			
18	205 143	STAFF WASHROOM	1	40			
18	205 144	SHOWER	1	40			
18	205 145	1-BED ROOM	4	200			
18	205 146	WASHROOM	3	120			
18	205 147	1-BED ROOM	4	200			
18	205 148	WASHROOM	3	120			
18	205 149	SHOWER	1	40			
18	205 150	SOILED	3	120			
18	205 151	1-BED ROOM	4	200			
18	205 152	WR BF	3	120			
18	205 153	1-BED ROOM	4	200			
18	205 154	WR BF	3	120			
18	205 155	2-BED ROOM	4	200			
18	205 156	WASHROOM	3	120			
18	205 157	GROUP ROOM	4	200			
18	205 158	2-BED ROOM	4	200			
18	205 159	WASHROOM	3	120			
18	205 160	WR BF	3	120			
18	205 161	2-BED ROOM	4	200			
18	205 162	WASHROOM	3	120			
18	205 163	2-BED ROOM	4	200			
18	205 164	WASHROOM	3	120			
18	205 165	SHOWER	1	40			
18	205 166	PATIENT BELONGINGS	1	40			
18	205 167	INTERVIEW/QUIET	2	60			
18	205 168	LAUNDRY	1	40			
18	205 169	COMMUNICATIONS	5	500			
18	205 170	1-BED ROOM	4	200			
18	205 171	WASHROOM	3	120			
18	205 172	1-BED ROOM	4	200			
18	205 173	WASHROOM	3	120			

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
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 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
18	205 174	1-BED ROOM	4	200				
18	205 175	WASHROOM	3	120				
18	205 176	VISITOR WRBF	3	120				
18	205 177	WR BF	3	120				
18	205 178	VISITOR AREA	2	60				
18	205 179	DINING ROOM	1	40				
18	205 180	MATERIALS MGT	1	40				
18	205 181	STORAGE	1	40				
18	205 182	KITCHENETTE	2	60				
18	205 183	LOUNGE	2	60				
18	205 184	1-BED ROOM	4	200				
18	205 185	WASHROOM	3	120				
18	205 186	1-BED ROOM	4	200				
18	205 187	WASHROOM	3	120				
18	205 188	1-BED ROOM	4	200				
18	205 189	WASHROOM	3	120				
18	205 190	SOILED	1	40				
18	205 191	CLEAN SUPPLY	4	200				
18	205 192	TEAM REPORT	1	40				
18	205 193	TUB	1	40				
18	205 194	TEAM STATION	4	200				
18	205 195	MEDICATIONS	3	120				
18	205 196	STAFF WASHROOM	1	40				
18	205 197	MEDICATIONS	3	120				
18	205 198	INTERVIEW/QUIET	2	60				
18	205 199	SHOWER ROOM	1	40				
18	205 200	SATELLITE NURSE STATION	4	200				
18	205 201	TIMEOUT ROOM	5	500				
18	205 202	ANTEROOM	6	0			205 201	
18	205 210	STORAGE	1	40				
18	205 211	DOCTOR'S OFFICE	1	40				
18	205 212	DOCTOR'S OFFICE	1	40				
18	205 213	DOCTOR'S OFFICE	1	40				
18	205 214	DOCTOR'S OFFICE	1	40				
18	205 215	DOCTOR'S OFFICE	1	40				
18	205 216	DOCTOR'S OFFICE	1	40				
18	205 217	INTERVIEW/QUIET	2	60				
18	205 218	MANAGER OFFICE	1	40				
18	205 219	PSYCHOLOGY OFFICE	1	40				
18	205 220	SOCIAL WORKER OFFICE	1	40				
18	205 221	SOCIAL WORKER OFFICE	1	40				
18	205 222	NURSE OFFICE	1	40				
18	205 225	RECEPTION	1	40				
18	205 226	STORAGE	1	40				
18	205 232	PSYCH TESTING	2	60				
18	205 233	GROUP ROOM	4	200				
18	205 234	WASHROOM	1	40				
18	205 235	WASHROOM	1	40				
18	205 236	WAITING/LOUNGE	2	60				
18	205 240	ELECTRICAL CLOSET	7	0				
18	205 241	ELECTRICAL CLOSET	7	0				
18	205 242	ELECTRICAL CLOSET	7	0				
18	205 243	P-TUBE	1	40				
18	205 245	P-TUBE	1	40				
18	205 246	ELECTRICAL CLOSET	7	0				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 200
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
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Level 200			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
18	205 248	SHAFT					
18	205 250	MECHANICAL ROOM	7	0			
18	205 258	HOUSEKEEPING	1	40			
18	205 259	1-BED ROOM	4	200			
18	205 260	WR BF	3	120			
18	205 261	CLEAN ROOM	4	200			
18	205 262	1-BED ROOM	4	200			
18	205 263	WASHROOM	3	120			
18	205 265	FOOD EQUIPMENT ALCOVE	2	60			
18	205 266	SECRETARY	1	40			
18	205 271	CRISIS INTERVENTION	3	120			
18	205 272	PHYSICIAN'S SECRETARIAL	1	40			
18	206 001	CORRIDOR	1	40			
18	206 002	CORRIDOR	1	40			
18	206 003	CORRIDOR	1	40			
18	206 004	CORRIDOR	1	40			
18	206 005	CORRIDOR	1	40			
18	206 006	CORRIDOR	1	40			
18	206 007	CORRIDOR	1	40			
18	206 008	CORRIDOR	1	40			
18	206 009	VESTIBULE	5	500			
18	206 110	DINING/LOUNGE	1	40			
18	206 111	SERVERY/CLOSET	2	60			
18	206 112	KITCHEN	2	60			
18	206 113	PATIENT BELONGINGS	1	40			
18	206 114	SHOWER	1	40			
18	206 115	2-BED ROOM	4	200			
18	206 116	WASHROOM	3	120			
18	206 117	2-BED ROOM	4	200			
18	206 118	WASHROOM	3	120			
18	206 119	SHOWER	1	40			
18	206 120	2-BED ROOM	4	200			
18	206 121	WASHROOM	3	120			
18	206 122	2-BED ROOM	4	200			
18	206 123	WASHROOM	3	120			
18	206 124	GROUP ROOM	4	200			
18	206 125	STORAGE	1	40			
18	206 126	LAUNDRY	1	40			
18	206 127	INTERVIEW/QUIET	2	60			
18	206 128	1-BED ROOM	4	200			
18	206 129	WR BF	3	120			
18	206 130	TUB	1	40			
18	206 131	SHOWER	1	40			
18	206 132	1-BED ROOM	4	200			
18	206 133	1-BED ROOM	4	200			
18	206 134	1-BED ROOM	4	200			
18	206 135	1-BED FLEX	4	200			
18	206 135.1	ANTE ROOM	6	0			206 135
18	206 136	WASHROOM	6	0			206 135
18	206 137	LOUNGE/DINING	1	40			
18	206 138	INTERVIEW	2	60			
18	206 139	KITCHENETTE	2	60			
18	206 140	1-BED FLEX	4	200			
18	206 141	WASHROOM	6	0			206 140
18	206 142	1-BED ROOM	4	200			

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
18	206 143	1-BED ROOM	4	200				
18	206 144	1-BED ROOM	4	200				
18	206 145	ANTE ROOM	6	0			206 140	
18	206 146	GROUP ROOM	4	200				
18	206 148	MATERIALS MGT	1	40				
18	206 149	SHOWER	1	40				
18	206 150	HOUSEKEEPING	1	40				
18	206 151	1-BED ROOM	4	200				
18	206 152	WASHROOM	3	120				
18	206 153	1-BED ROOM	4	200				
18	206 154	WASHROOM	3	120				
18	206 155	1-BED ROOM	4	200				
18	206 156	WASHROOM	3	120				
18	206 157	COMMUNICATIONS	5	500				
18	206 158	EXAM	2	60				
18	206 159	WASHROOM	1	40				
18	206 160	STAFF PURSE/LOCKER	1	40				
18	206 161	PHYSICAL ACTIVITY	1	40				
18	206 162	OCC THERAPY ASSESSMENT	2	60				
18	206 163	TEAM STATION	4	200				
18	206 164	MEDICATIONS	4	200				
18	206 165	STAFF WASHROOM	1	40				
18	206 166	WR BF	3	120				
18	206 167	SHOWER	1	40				
18	206 168	CLEAN SUPPLY	1	40				
18	206 169	SOILED	1	40				
18	206 170	WASHROOM	1	40				
18	206 171	WASHROOM BF	3	120				
18	206 172	SHOWER	1	40				
18	206 173	TIMEOUT ROOM	5	500				
18	206 174	TEAM SUBSTATION	4	200				
18	206 175	TEAM REPORT	1	40				
18	206 176	WASHROOM	1	40				
18	206 177	WASHROOM	1	40				
18	206 178	SHOWER	1	40				
18	206 179	WASHROOM BF	3	120				
18	206 180	MATERIALS MGT STORAGE	1	40				
18	206 181	VERTICAL SHAFT	1	40				
18	206 182	ELECTRICAL CLOSET	7	0				
18	206 183	ELECTRICAL CLOSET	7	0				
18	206 185	ELECTRICAL CLOSET	7	0				
18	206 186	CORRIDOR	1	40				
18	206 187	DINING ROOM	1	40				
18	206 188	HOUSEKEEPING	1	40				
18	206 189	ANTE ROOM	6	0			206 173	
18	ST02J	STAIR	6	0			ST01J	
18	ST02K	STAIR	6	0			ST01K	
18	ST02L	STAIR	6	0			ST01L	
18	ST02M	STAIR	6	0			ST01M	
18	ST02N	STAIR	6	0			ST01N	
19 – PUBLIC CIRCULATION AREA								
19	200 010	CORRIDOR	1	40				
19	208 001	CORRIDOR	1	40				
19	208 201	ELEVATOR LOBBY	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
7	0	Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
19	210 002	CORRIDOR	1	40			
19	210 201	ELEVATOR LOBBY	1	40			
20 – NORTH SPECIALIZED AREA							
20	208 101	CORRIDOR	1	40			
20	208 102	TREATMENT EXAMINATION	3	120			
20	208 103	CONSULTATION	2	60			
20	208 104	RECREATION	1	40			
20	208 105	WASHROOM	1	40			
20	208 106	CORRIDOR	1	40			
20	208 108	BEDROOM	4	200			
20	208 109	WASHROOM	3	120			
20	208 110	BEDROOM	4	200			
20	208 111	WASHROOM	3	120			
20	208 112	BEDROOM	4	200			
20	208 113	WASHROOM	3	120			
20	208 114	BEDROOM	4	200			
20	208 115	WASHROOM	3	120			
20	208 116	BEDROOM	4	200			
20	208 117	WASHROOM	3	120			
20	208 118	BEDROOM	4	200			
20	208 119	WASHROOM	3	120			
20	208 120	BEDROOM	4	200			
20	208 121	WASHROOM	3	120			
20	208 122	BEDROOM	4	200			
20	208 123	WR BF	3	120			
20	208 124	BATHROOM BF	3	120			
20	208 125	STORAGE	1	40			
20	208 126	WASHROOM BF	3	120			
20	208 127	CONSULTATION	2	60			
20	208 128	LIVING ROOM	1	40			
20	208 129	TEAM WORKSTATION	4	200			
20	208 130	TIMEOUT ROOM	5	500			
20	208 131	COATS	1	40			
20	208 132	VESTIBULE	1	40			
20	208 133	ANTE ROOM	6	0			208 130
20	208 202	VESTIBULE	1	40			
20	208 203	MULTI-PURPOSE/MEETING	1	40			
20	208 204	HOUSEKEEPING	1	40			
20	208 205	CORRIDOR	1	40			
20	208 206	FIRE ALARM CLOSET	7	0			
20	208 207	NURSE CO-ORDINATOR OFC	1	40			
20	208 208	WASHROOM	1	40			
20	208 209	CORRIDOR	1	40			
20	208 210	WASHROOM	1	40			
20	208 211	CORRIDOR	1	40			
20	208 213	GRASP OFFICE	1	40			
20	208 214	RETERM	2	60			
20	208 215	GENERAL OFFICE	1	40			
20	208 216	CO-ORDINATOR	1	40			
20	208 217	OCCUPATIONAL THERAPIST	1	40			
20	208 218	STORAGE	1	40			
20	208 219	VERTICAL SHAFT					
20	208 301	KITCHEN/RETERM	2	60			
20	208 302	DINING ROOM	1	40			

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
6	0	Associated with another space
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Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
20	208 303	LAUNDRY	1	40				
20	208 304	BEDROOM	4	200				
20	208 305	WASHROOM	3	120				
20	208 306	BEDROOM	4	200				
20	208 307	WASHROOM	3	120				
20	208 308	BEDROOM	4	200				
20	208 309	WASHROOM	3	120				
20	208 310	BEDROOM	4	200				
20	208 311	WASHROOM	3	120				
20	208 312	BEDROOM	4	200				
20	208 313	WASHROOM	3	120				
20	208 314	BEDROOM	4	200				
20	208 315	WASHROOM	3	120				
20	208 316	BEDROOM	4	200				
20	208 317	WASHROOM	3	120				
20	208 318	BEDROOM	4	200				
20	208 319	WR BF	3	120				
20	208 320	CORRIDOR	1	40				
20	208 321	BATH	1	40				
20	208 322	LINEN	1	40				
20	208 323	WASHROOM BF	3	120				
20	208 324	CONSULTATION	2	60				
20	208 325	TEAM WORK STATION	4	200				
20	208 326	MEDICATION	4	200				
20	208 327	ADL KITCHEN	2	60				
20	208 328	VESTIBULE	1	40				
20	ST02S	STAIR	6	0				ST01S
21 – SOUTH SPECIALIZED AREA								
21	207 101	CORRIDOR	1	40				
21	207 102	CONSULTATION	2	60				
21	207 103	RECREATION	1	40				
21	207 104	WASHROOM	1	40				
21	207 105	CORRIDOR	1	40				
21	207 106	BEDROOM	4	200				
21	207 107	WASHROOM	3	120				
21	207 108	BEDROOM	4	200				
21	207 109	WASHROOM	3	120				
21	207 110	BEDROOM	4	200				
21	207 111	WASHROOM	3	120				
21	207 112	BEDROOM	4	200				
21	207 113	WASHROOM	3	120				
21	207 114	CORRIDOR	1	40				
21	207 115	BEDROOM	4	200				
21	207 116	WASHROOM	3	120				
21	207 117	BEDROOM	4	200				
21	207 118	WASHROOM	3	120				
21	207 119	BEDROOM	4	200				
21	207 120	WASHROOM	3	120				
21	207 121	BEDROOM	4	200				
21	207 122	WR BF	3	120				
21	207 123	BATH	1	40				
21	207 124	STORAGE	1	40				
21	207 125	WASHROOM BF	3	120				
21	207 126	CONSULTATION	2	60				

NORTH BAY REGIONAL HEALTH CENTRE

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 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 200			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
21	207 127	LIVING ROOM	1	40			
21	207 128	TEAM WORK STATION	4	200			
21	207 129	TIMEOUT ROOM	5	500			
21	207 130	TREATMENT EXAMINATION	3	120			
21	207 131	ANTE ROOM	6	0			207 129
21	207 132	VERTICAL SHAFT					
21	207 201	VESTIBULE	1	40			
21	207 204	CORRIDOR	1	40			
21	207 205	COATS	1	40			
21	207 206	NURSE CO-ORDINATOR OFC	1	40			
21	207 207	CORRIDOR	1	40			
21	207 208	WR	1	40			
21	207 209	SOCIAL WORKERS OFFICE	1	40			
21	207 210	MEDICAL DIRECTOR/PHYS	1	40			
21	207 211	PHOTO COPY	1	40			
21	207 212	CORRIDOR	1	40			
21	207 213	PHYSICIAN'S OFFICE	1	40			
21	207 214	RETHEM	2	60			
21	207 215	ELECTRICAL	7	0			
21	207 216	COMMUNICATIONS	5	500			
21	207 217	PNEUMATIC TUBE	1	40			
21	207 218	STORAGE	1	40			
21	207 219	MEDICAL DIRECTOR/PHYS	1	40			
21	207 220	VERTICAL SHAFT					
21	207 301	KITCHEN	2	60			
21	207 302	DINING	1	40			
21	207 303	LAUNDRY	1	40			
21	207 304	BEDROOM	4	200			
21	207 305	WASHROOM	3	120			
21	207 306	BEDROOM	4	200			
21	207 307	WASHROOM	3	120			
21	207 308	BEDROOM	4	200			
21	207 309	WASHROOM	3	120			
21	207 310	BEDROOM	4	200			
21	207 311	WASHROOM	3	120			
21	207 312	CORRIDOR	1	40			
21	207 313	CORRIDOR	1	40			
21	207 314	BEDROOM	4	200			
21	207 315	WASHROOM	3	120			
21	207 316	BEDROOM	4	200			
21	207 317	WASHROOM	3	120			
21	207 318	BEDROOM	4	200			
21	207 319	WASHROOM	3	120			
21	207 320	BEDROOM	4	200			
21	207 321	WR BF	3	120			
21	207 322	BATHROOM BF	3	120			
21	207 323	LINEN	1	40			
21	207 324	WASHROOM	1	40			
21	207 325	CONSULTATION	2	60			
21	207 326	TEAM WORKSTATION	4	200			
21	207 327	ADL KITCHEN	1	40			
21	207 328	MEDICATIONS	4	200			
21	207 329	VESTIBULE	1	40			
21	ST02R	STAIR	6	0			ST01R
21	ST02T	STAIR	6	0			ST01T

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 200
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
21	EL0212	ELEVATOR	6	0			EL0112
21	EL0213	ELEVATOR	6	0			EL0113
22 – NORTH FORENSIC AREA							
22	210 101	CORRIDOR	1	40			
22	210 102	RECREATION	1	40			
22	210 103	WASHROOM	1	40			
22	210 104	LIVING ROOM	1	40			
22	210 105	WASHROOM	1	40			
22	210 106	LAUNDRY	1	40			
22	210 107	TREATMENT/EXAMINATION	3	120			
22	210 108	BEDROOM	4	200			
22	210 109	WR BF	3	120			
22	210 110	BEDROOM	4	200			
22	210 111	WASHROOM	3	120			
22	210 112	BEDROOM	4	200			
22	210 113	WASHROOM	3	120			
22	210 114	BEDROOM	4	200			
22	210 115	WASHROOM	3	120			
22	210 116	BEDROOM	4	200			
22	210 117	WASHROOM	3	120			
22	210 118	BEDROOM	4	200			
22	210 119	WASHROOM	3	120			
22	210 120	BEDROOM	4	200			
22	210 121	WASHROOM	3	120			
22	210 122	BEDROOM	4	200			
22	210 123	WASHROOM	3	120			
22	210 124	CORRIDOR	1	40			
22	210 125	LINEN	1	40			
22	210 126	BATHROOM BF	3	120			
22	210 127	DINING ROOM	1	40			
22	210 128	KITCHEN/RETERM	2	60			
22	210 129	TEAM STATION	4	200			
22	210 130	MEDICATION	4	200			
22	210 131	CONSULTATION	2	60			
22	210 132	BF WR	3	120			
22	210 133	STORAGE	1	40			
22	210 134	VESTIBULE	1	40			
22	210 135	STORAGE	1	40			
22	210 202	SOCIAL WORKER OFFICE	1	40			
22	210 203	SOCIAL WORKER OFFICE	1	40			
22	210 204	VESTIBULE	1	40			
22	210 205	HOUSEKEEPING	1	40			
22	210 206	PSYCHOLOGY	1	40			
22	210 207	FIRE ALARM CLOSET	7	0			
22	ST02V	STAIR	6	0			ST01V
23 – SOUTH FORENSIC AREA							
23	209 101	CORRIDOR	1	40			
23	209 102	CONSULTATION	1	40			
23	209 103	RECREATION	1	40			
23	209 104	LAUNDRY	1	40			
23	209 105	CORRIDOR	1	40			
23	209 106	BEDROOM	4	200			
23	209 107	WASHROOM	6	0			209 106

NORTH BAY REGIONAL HEALTH CENTRE

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AREA ROOM SCHEDULE
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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
23	209 108	BEDROOM	4	200				
23	209 109	WASHROOM	6	0			209 108	
23	209 110	BEDROOM	4	200				
23	209 111	WASHROOM	6	0			209 110	
23	209 112	BEDROOM	4	200				
23	209 113	WASHROOM	6	0			209 112	
23	209 114	CORRIDOR	1	40				
23	209 115	BEDROOM	4	200				
23	209 116	WASHROOM	6	0			209 115	
23	209 117	BEDROOM	4	200				
23	209 118	WASHROOM	6	0			209 117	
23	209 119	BEDROOM	4	200				
23	209 120	WASHROOM	6	0			209 119	
23	209 121	BEDROOM	4	200				
23	209 122	WR BF	6	0			209 121	
23	209 123	BATHROOM BF	3	120				
23	209 124	STORAGE	1	40				
23	209 125	WASHROOM BF	3	120				
23	209 126	VESTIBULE	6	0			209 127	
23	209 127	LIVING ROOM	1	40				
23	209 128	TEAM WORKSTATION	4	200				
23	209 129	TIMEOUT ROOM	5	500				
23	209 130	TREATMENT EXAMINATION	3	120				
23	209 131	WASHROOM	1	40				
23	209 132	ANTE ROOM	6	0			209 129	
23	209 133	VERTICAL SHAFT						
23	209 201	VESTIBULE	6	0			209 202	
23	209 202	PSYCHOLOGY	1	40				
23	209 203	CORRIDOR	1	40				
23	209 204	SOCIAL WORKER OFFICE	1	40				
23	209 205	WR	1	40				
23	209 206	CORRIDOR	1	40				
23	209 208	COATS	1	40				
23	209 209	STORAGE	1	40				
23	209 210	DIETICIAN	1	40				
23	209 211	CORRIDOR	1	40				
23	209 212	RESIDENT	1	40				
23	209 213	RETHERM	2	60				
23	209 214	ELECTRICAL	7	0				
23	209 215	COMMUNICATIONS	5	500				
23	209 216	VERTICAL SHAFT						
23	209 217	STORAGE	1	40				
23	209 301	SERVERY	2	60				
23	209 302	DINING ROOM	1	40				
23	209 304	BEDROOM	4	200				
23	209 305	WASHROOM	3	120				
23	209 306	BEDROOM	4	200				
23	209 307	WASHROOM	3	120				
23	209 308	BEDROOM	4	200				
23	209 309	WASHROOM	3	120				
23	209 310	BEDROOM	4	200				
23	209 311	WASHROOM	3	120				
23	209 312	CORRIDOR	1	40				
23	209 313	CORRIDOR	1	40				
23	209 314	BEDROOM	4	200				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 200
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 200			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
23	209 315	WASHROOM	3	120				
23	209 316	BEDROOM	4	200				
23	209 317	WASHROOM	3	120				
23	209 318	BEDROOM	4	200				
23	209 319	WASHROOM	3	120				
23	209 320	BEDROOM	4	200				
23	209 321	WR BF	3	120				
23	209 322	BATHROOM BF	3	120				
23	209 323	LINEN	1	40				
23	209 324	WASHROOM BF	3	120				
23	209 325	CONSULTING	2	60				
23	209 326	TEAM STATION	4	200				
23	209 327	ADL KITCHEN	1	40				
23	209 328	MEDICATION	4	200				
23	ST02U	STAIR	6	0				ST01U
23	ST02V	STAIR	6	0				ST01V
23	EL0214	ELEVATOR	6	0				EL0114

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 300			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
1 – CCU AREA							
1	301 010	CORRIDOR	1	40			
1	301 011	CORRIDOR	1	40			
1	301 012	CORRIDOR	1	40			
1	301 013	CORRIDOR	1	40			
1	301 014	CORRIDOR	1	40			
1	301 100	OFFICE ANAE.	1	40			
1	301 101	EQUIP. STORE	1	40			
1	301 102	1 BED	5	500			
1	301 103	CHART	3	120			
1	301 104	1 BED	5	500			
1	301 105	1 BED	5	500			
1	301 106	1 BED	5	500			
1	301 107	1 BED	5	500			
1	301 108	1 BED	5	500			
1	301 109	1 BED	5	500			
1	301 110	CHART	3	120			
1	301 111	1 BED	5	500			
1	301 112	1 BED	5	500			
1	301 113	CHART	3	120			
1	301 114	1 BED	5	500			
1	301 115	1 BED	5	500			
1	301 116	CHART	3	120			
1	301 117	1 BED	5	500			
1	301 118	ISOLATION	5	500			
1	301 119	1 BED	5	500			
1	301 120	CHART	3	120			
1	301 121	1 BED	5	500			
1	301 122	ISOLATION	5	500			
1	301 123	WR	6	0			301 122
1	301 124	ANTE ROOM	6	0			301 122
1	301 125	VISITOR	2	60			
1	301 126	WRBF	3	120			
1	301 127	VISITOR LOUNGE	2	60			
1	301 128	VOLUNTEER WORK.	1	40			
1	301 129	QUIET FAMILY	2	60			
1	301 130	PANTRY SURG. DAY	2	60			
1	301 131	SAT. LAB	4	200			
1	301 132	WR	1	40			
1	301 133	WRS	1	40			
1	301 134	PURSE/LOCKER	1	40			
1	301 135	HSKP	1	40			
1	301 136	ANTE ROOM	6	0			301 118
1	301 138	RESP. WORKROOM	4	200			
1	301 139	IMAGING EQUIP	1	40			
1	301 140	RESP EQUIPMENT	4	200			
1	301 141	BIO/MED	3	120			
1	301 142	SOILED	1	40			
1	301 143	ON CALL	1	40			
1	301 144	WASHROOM	1	40			
1	301 145	WASHROOMBF	3	120			
1	301 146	TEAM STATION	4	200			
1	301 147	PHYS AREA	3	120			
1	301 148	CLINICAL REVIEW	3	120			
1	301 149	EMERG EQUIP ALC	2	60			

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 300			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
1	301 150	MEDS	2	60	
1	301 151	PANTRY CRIT CARE	2	60	
1	301 152	CONFER/STAFF	1	40	
1	301 153	CLEAN	1	40	
1	301 154	SOILED	1	40	
1	301 155	PHOTO/FAX	1	40	
1	301 156	TEAM STATION	4	200	
1	301 157	OFFICE MANAGER	1	40	
1	301 158	EQUIP STORAGE	1	40	
1	301 159	OFFICE CLINICIAN	1	40	
1	301 160	STRETCHER ALCOVE	1	40	
1	301 161	VERTICAL SHAFT			
1	301 162	ELECTRICAL	7	0	
1	301 163	COMMUNUCATIONS	5	500	
1	301 362	FIRE ALARM CLOSET	7	0	
2 – SURGICAL AREA					
2	301 001	CORRIDOR	1	40	
2	301 001A	VESTIBULE	1	40	
2	301 002	CORRIDOR	1	40	
2	301 003	CORRIDOR	1	40	
2	301 004	CORRIDOR	1	40	
2	301 005	CORRIDOR	1	40	
2	301 006	CORRIDOR	1	40	
2	301 007	CORRIDOR	1	40	
2	301 008	CORRIDOR	1	40	
2	301 009	CORRIDOR	1	40	
2	301 017	ELEC CLOSET	7	0	
2	301 020	ELEC	7	0	
2	301 021	P. TUBE EQUIP	1	40	
2	301 200	SCRUB	5	500	
2	301 202	STORAGE	1	40	
2	301 203	STRETCHER ALCOVE	1	40	
2	301 204	OR 4 GENERAL	5	500	
2	301 205	SCRUB	5	500	
2	301 206	OR 5 GYN	5	500	
2	301 207	OR 6 ORTHO	5	500	
2	301 208	SCRUB	5	500	
2	301 209	OR 7 ENT/DENT	5	500	
2	301 210	STRETCHER ALCOVE	1	40	
2	301 211	CLEAN SERVICE CORE	6	0	301 204, 301 206, 201 207, 301 209, 201 213, 301 215, 301 216, 301 226
2	301 212	CONF/DEMO	1	40	
2	301 213	OR 1 ORTHO	5	500	
2	301 214	SCRUB	5	500	
2	301 214.1	VIDEO CLOSET	1	40	
2	301 215	OR 2 UROLOGY	5	500	
2	301 216	OR 3 GENERAL	5	500	
2	301 217	VEST.	5	500	
2	301 217.1	VEST.	5	500	
2	301 218	MALE LOCKER	5	500	
2	301 219	VEST.	5	500	
2	301 219.1	VESTIBULE	5	500	
2	301 220	FEMALE LOCKER	5	500	
2	301 221	MEDICATIONS	3	120	

NORTH BAY REGIONAL HEALTH CENTRE

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 LEVEL 300
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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
2	301 222	RECEPT CONTROL	4	200				
2	301 223	CLINIC REV & DICT	2	60				
2	301 224	MULTI OFFICE	1	40				
2	301 225	ON CALL	1	40				
2	301 226	STERILIZER ROOM	5	500				
2	301 300	CLINICAL OFFICE	1	40				
2	301 301	OFFICE MANAGER	1	40				
2	301 303	WASHROOM	1	40				
2	301 304	ECT RECOVERY	5	500				
2	301 305	ECT PROC	5	500				
2	301 306	ECT EXAM/WAITING	3	120				
2	301 307	WASHROOM	1	40				
2	301 309	WASHROOM	1	40				
2	301 310	FAMILY LOUNGE	2	60				
2	301 311	DAY SURG WAITING	2	60				
2	301 312	RECEPT/REGIST	4	200				
2	301 313	WASHROOM	1	40				
2	301 314	HOUSEKEEPING	1	40				
2	301 315	IN/EXAM	2	60				
2	301 316	IN/EXAM	2	60				
2	301 317	IN/EXAM	2	60				
2	301 318	WASHROOM	1	40				
2	301 319	WASHROOM	1	40				
2	301 320	WASHROOM	1	40				
2	301 321	CHANGEROOM	1	40				
2	301 322	CHANGEROOM	1	40				
2	301 323	LOCKERS	1	40				
2	301 324	PAED WAITING	2	60				
2	301 325	EXAM	2	60				
2	301 326	EXAM	2	60				
2	301 327	WAITING	2	60				
2	301 328	WASHROOM	1	40				
2	301 329	STAFF WASHROOM	1	40				
2	301 330	HOLDING AREA	5	500				
2	301 331	STAFF WASHROOM	1	40				
2	301 332	WASHROOM	1	40				
2	301 333	IMAGING ALCOVE	1	40				
2	301 334	SOILED	3	120				
2	301 335	HOUSEKEEPING	1	40				
2	301 336	SEPARATION AREA	5	500				
2	301 337	STATION	4	200				
2	301 338	CLEAN	3	120				
2	301 339	STAFF WASHROOM	1	40				
2	301 340	CIRCULATION PACU	6	0			302 204, 302 026, 302 207, 302 209	
2	301 341	ANTE ROOM	6	0				
2	301 342	MED STATION	2	60				
2	301 343	PAED RECOVERY	5	500				
2	301 344	ADULT RECOVERY	5	500				
2	301 345	CLEAN SUPPLY	4	200				
2	301 346	WASHROOM	1	40				
2	301 347	MEDICATION	2	60				
2	301 348	COMMUNICATION CENTRE	5	500				
2	301 349	PANTRY	2	60				
2	301 350	WASHROOM	1	40				
2	301 351	SOILED	1	40				

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 March 1, 2006

Key Class	Value
1	40
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Level 300			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
2	301 352	VERTICAL SHAFT			
2	301 359	STAIRS	1	40	
2	301 361	ELECTRICAL CLOSET	7	0	
2	302 001	CORRIDOR	1	40	
2	302 001A	VESTIBULE	1	40	
2	302 002	CORRIDOR	1	40	
2	302 003	CORRIDOR	1	40	
2	302 006	CORRIDOR	1	40	
2	302 007	CORRIDOR	1	40	
2	302 100	EQUIP STORAGE	1	40	
2	302 101	URODYNAMICS ROOM	3	120	
2	302 102	CONTROL	6	0	302 101
2	302 103	CYSTO PROCEDURE	5	500	
2	302 104	STAFF WORK	5	500	
2	302 105	WASHROOM	3	120	
2	302 106	WAITING AREA	2	60	
2	302 107	WASHROOM BF	5	500	
2	302 108	EXAM	3	120	
2	302 109	WASHROOM BF	3	120	
2	302 110	EXAM	3	120	
2	302 111	OBSERVATION	4	200	
2	302 112	CORRIDOR	1	40	
2	302 113	ENDO PROCEDURE	5	500	
2	302 114	ENDO PROCEDURE	5	500	
2	302 115	SOILED WASH-UP	6	0	302 114, 302 113, 302 101, 302 103, 302 117
2	302 117	CLEAN / STERILE	6	0	302 114, 302 113, 302 101, 302 103, 302 115
2	302 118	SOILED	3	120	
2	302 119	HOUSEKEEPING	1	40	
2	302 120	EQUIP ALCOVE	3	120	
2	302 121	STAFF WASHROOM	1	40	
2	302 122	STAFF LOUNGE	1	40	
2	302 213	CONFERENCE	1	40	
2	302 214	MAT MGT STORAGE	3	120	
2	302 215	COMMUNICATIONS	5	500	
2	302 216	ELECTRICAL	7	0	
2	302 217	VERTICAL SHAFT			
2	302 221	FIRE ALARM CLOSET	7	0	
2	ST03A	STAIRS	6	0	ST01A
2	ST03G	STAIRS	6	0	ST01G
2	EL0301	ELEVATOR	6	0	EL0101
2	EL0302	ELEVATOR	6	0	EL0102
2	EL0303	ELEVATOR	6	0	EL0103
2	EL0304	ELEVATOR	6	0	EL0104
2	EL0305	ELEVATOR	6	0	EL0105
2	EL0306	ELEVATOR	6	0	EL0106
3 – MATERNAL CHILD AREA					
3	302 004	CORRIDOR	1	40	
3	302 005	CORRIDOR	1	40	
3	302 116	RECOVERY ROOM	5	500	
3	302 123	LABOUR	5	500	
3	302 124	WASHROOM	6	0	302 123
3	302 125	LABOUR	5	500	
3	302 126	WASHROOM	6	0	302 125
3	302 127	LABOUR	5	500	

NORTH BAY REGIONAL HEALTH CENTRE

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
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Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
3	302 128	WASHROOM	6	0				302 127
3	302 129	LABOUR	5	500				
3	302 130	WASHROOM	6	0				302 129
3	302 131	LABOUR	5	500				
3	302 132	WASHROOM	6	0				302 131
3	302 133	SUB STATION	4	200				
3	302 134	CLEAN	1	40				
3	302 135	SCRUB	6	0				302 137
3	302 136	PANTRY/MAT CHILD	2	60				
3	302 137	HIGH RISK	5	500				
3	302 138	RESUSCITATION	5	500				
3	302 139	SUB STATION	4	200				
3	302 140	NEONATAL	5	500				
3	302 142	RESPIRE NURSERY	3	120				
3	302 143	ISO/PROC	5	500				
3	302 143A	ANTE ROOM	6	0				302 143
3	302 144	ON CALL	1	40				
3	302 145	WASHROOM	1	40				
3	302 146	GOWN	1	40				
3	302 147	STAFF WASHROOM	1	40				
3	302 148	CARE BY PARENT	2	60				
3	302 149	WASHROOM	1	40				
3	302 150	EQUIPMENT	1	40				
3	302 151	CLEAN	1	40				
3	302 152	HOUSEKEEPING	1	40				
3	302 153	CLINICAL REVIEW	2	60				
3	302 154	MEDICATION	2	60				
3	302 155	SOILED UTILITY	1	40				
3	302 156	STORAGE	1	40				
3	302 208	PARENT/FAMILY	2	60				
3	302 209	CLINIC WTG	2	60				
3	302 210	EXAMINATION	2	60				
3	302 211	OFFICE	1	40				
3	302 222	FIRE ALARM CLOSET	7	0				
3	302 223	COMMUNICATIONS	5	500				
3	302 224	ELECTRICAL	7	0				
3	302 225	VERTICAL SHAFT						
3	303 001	CORRIDOR	1	40				
3	303 001A	VESTIBULE	1	40				
3	303 002	CORRIDOR	1	40				
3	303 003	CORRIDOR	1	40				
3	303 004	CORRIDOR	1	40				
3	303 004A	VESTIBULE	1	40				
3	303 005	CORRIDOR	1	40				
3	303 007	CORRIDOR	1	40				
3	303 110	3 BED ROOM	5	500				
3	303 111	WASHROOM	6	0				303 110
3	303 112	STAFF LOUNGE	1	40				
3	303 113	STRETCHER ALCOVE	1	40				
3	303 114	TRIAGE	5	500				
3	303 115	WASHROOM	1	40				
3	303 116	STAFF WASHROOM	1	40				
3	303 119	TEAM STATION	4	200				
3	303 120	DICTATION/EMERG	1	40				
3	303 121	MEDICATION	2	60				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
3	303 122	REPORT	1	40				
3	303 123	CLEAN	1	40				
3	303 124	STRETCHER ALCOVE	1	40				
3	303 125	WAITING	2	60				
3	303 126	LABOUR LOUNGE	2	60				
3	303 127	WASHROOM	1	40				
3	303 128	PARENT SHOWER	1	40				
3	303 129	QUIET	1	40				
3	303 130	FAMILY LOUNGE	1	40				
3	303 130a	VISITORS' WASHROOM	1	40				
3	303 131	KITCHENETTE	2	60				
3	303 132	SOILED	1	40				
3	303 133	STAFF WASHROOM	1	40				
3	303 134	STORAGE	1	40				
3	303 140	FEMALE CHANGE	1	40				
3	303 141	WASHROOM	1	40				
3	303 142	MALE CHANGE	1	40				
3	303 143	WASHROOM	1	40				
3	303 144	HOUSEKEEPING	1	40				
3	303 144.1	STAFF WR	1	40				
3	303 149	CHILD LIFE	1	40				
3	303 150	ON-CALL/EXAM	2	60				
3	303 151	EQUIPMENT	1	40				
3	303 152	SHOWER	1	40				
3	303 152.1	TUB ROOM	1	40				
3	303 153	FOOD PREPARATION	2	60				
3	303 161	CONF.	1	40				
3	303 162	PANTRY	2	60				
3	303 163	MED. TREAT.	3	120				
3	303 164	SUPPORT	6	0				303 163
3	303 165	WR	6	0				303 163
3	303 166	MED. TREAT.	3	120				
3	303 167	SOIL	1	40				
3	303 168	MED.	2	60				
3	303 169	PHYSICIANS DICT.	1	40				
3	303 170	SUB STATION	4	200				
3	303 172	FORMULA PREP.	2	60				
3	303 173	CART ALCOVE	1	40				
3	303 174	CLEAN	1	40				
3	303 177	2 BED ROOM	4	200				
3	303 178	WASHROOM BF	6	0				303 177
3	303 179	2 BED ROOM	4	200				
3	303 180	WASHROOM BF	6	0				303 179
3	303 181	1 BED ROOM	4	200				
3	303 181.1	ANTE ROOM	6	0				303 181
3	303 182	WASHROOM	6	0				303 181
3	303 184	1 BED ROOM	4	200				
3	303 185	WASHROOM	6	0				303 184
3	303 188	ANTE ROOM	6	0				303 189
3	303 189	1 BED ISOLATION	5	500				
3	303 190	WASHROOM	6	0				303 189
3	303 193	1 BED ROOM	4	200				
3	303 194	WASHROOM	6	0				303 193
3	303 197	EQUIPMENT	1	40				
3	303 198	NURSE'S OFFICE	1	40				

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 300			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
3	303 199	OFFICE PROG MAN	1	40			
3	303 200	MULTI-USE OFFICE	1	40			
3	303 201	OFFICE SW	1	40			
3	303 202	OFFICE SW	1	40			
3	303 203	1 BED ROOM	4	200			
3	303 204	WASHROOM	6	0			303 203
3	303 205	1 BED ROOM	4	200			
3	303 206	WASHROOM	6	0			303 205
3	303 207	1 BED ROOM	4	200			
3	303 208	WASHROOM	6	0			303 207
3	303 209	1 BED ROOM	4	200			
3	303 210	WASHROOM	6	0			303 209
3	303 211	1 BED ROOM	4	200			
3	303 212	WASHROOM	6	0			303 211
3	303 213	2 BED ROOM	4	200			
3	303 214	WASHROOM	6	0			303 213
3	303 215	2 BED ROOM	4	200			
3	303 216	WASHROOM	6	0			303 215
3	303 217	VERTICAL SHAFT	7	0			
3	303 218	ELECTRICAL	7	0			
3	303 219	COMMUNICATIONS	5	500			
3	303 220	VERTICAL SHAFT	7	0			
3	303 221	STAIR	7	0			
3	303 223	FIRE ALARM CLOSET	7	0			
3	303 224	ELECTRICAL CLOSET	7	0			
3	303 225	ELECTRICAL CLOSET	7	0			
3	ST03H	STAIR	6	0			ST01H
3	EL0307	ELEVATOR	6	0			EL0107
3	EL0308	ELEVATOR	6	0			EL0108
3	EL0309	ELEVATOR	6	0			EL0109
3	EL0310	ELEVATOR	6	0			EL0110
3	EL0311	ELEVATOR	6	0			EL0111
4 - OPHTHO AREA							
4	303 135	STORAGE	1	40			
4	303 136	PREP/RECOVERY	6	0			Entire Ophtho
4	303 137	PROCEDURE	5	500			
4	303 138	WASHROOM	1	40			
4	303 139	SCRUB	6	0			303 137
4	303 145	SOILED	5	500			
4	303 146	CLEAN MEDICATION	4	200			
4	303 147	LASER/SLIT	3	120			
4	303 148	LASER/SLIT	3	120			
4	303 154	ASSESS.	3	120			
4	303 155	INTERVIEW/CONSULT	3	120			
4	303 156	PHOTO./ANGIO.	3	120			
4	303 157	VISUAL FIELD	3	120			
4	303 158	TEAM WORK	4	200			
4	303 159	WR	1	40			
4	303 160	OPHTHAL. WAITING	2	60			
4	303 171	LENS CLEAN	6	0			303 147, 303 148
5 - MEDICAL/SURGICAL INPATIENT AREAS							
5	304 001	CORRIDOR	1	40			
5	304 002	CORRIDOR	1	40			

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
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Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
5	304 003	CORRIDOR	1	40				
5	304 004	CORRIDOR	1	40				
5	304 005	CORRIDOR	1	40				
5	304 006	CORRIDOR	1	40				
5	304 007	CORRIDOR	1	40				
5	304 008	CORRIDOR	1	40				
5	304 009	CORRIDOR	1	40				
5	304 110	OFFICE SW	1	40				
5	304 111	OFFICE SW	1	40				
5	304 111.a	OFFICE SW	1	40				
5	304 111.b	NURSE EDUC	1	40				
5	304 112	HOUSEKEEPING	1	40				
5	304 113	ANTE ROOM	6	0				304 114
5	304 114	1 BED ISOLATION	5	500				
5	304 115	WASHROOM	6	0				304 114
5	304 116	1 BED ROOM	4	200				
5	304 117	WASHROOM	6	0				304 116
5	304 118	1 BED ROOM	4	200				
5	304 119	WASHROOM	6	0				304 118
5	304 120	PANTRY MED/SURG	2	60				
5	304 121	EQUIP. ROOM	1	40				
5	304 122	2 BED DIVISIBLE	4	200				
5	304 123	WASHROOM	6	0				304 122
5	304 124	2 BED DIVISIBLE	4	200				
5	304 125	WASHROOM	6	0				304 124
5	304 126	SOIL ROOM	1	40				
5	304 127	1 BED ROOM	4	200				
5	304 128	WASHROOM	6	0				304 127
5	304 129	1 BED BARIATRIC	5	500				
5	304 130	WASHROOM BARIATRIC	6	0				304 129
5	304 131	WC SHOWER	1	40				
5	304 132	2 BED DIVISIBLE	4	200				
5	304 133	WASHROOM	6	0				304 132
5	304 134	2 BED DIVISIBLE	4	200				
5	304 135	WASHROOM	6	0				304 134
5	304 136	WASHROOM	1	40				
5	304 137	VISITOR LOUNGE	1	40				
5	304 138	2 BED ROOM	4	200				
5	304 138.1	2 BED. DIV.	4	200				
5	304 139	WASHROOM	6	0				304 138.1
5	304 140	WASHROOM	6	0				304 138
5	304 141	SHOWER	1	40				
5	304 142	SHOWER	1	40				
5	304 143	2 BED ROOM	4	200				
5	304 144	DELETE						
5	304 145	2 BED ROOM	4	200				
5	304 146	WASHROOM BF	6	0				304 145
5	304 147	STAFF WASHROOM BF	3	120				
5	304 148	2 BED DIVISIBLE	4	200				
5	304 149	WASHROOM	6	0				304 148
5	304 150	2 BED ROOM	4	200				
5	304 151	WASHROOM	6	0				304 150
5	304 152	2 BED ROOM	4	200				
5	304 156	2 BED ROOM	4	200				
5	304 157	WASHROOM	6	0				304 156

NORTH BAY REGIONAL HEALTH CENTRE

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AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 300			Class	Value	Assoc with
Dept. No. & Type	ROOM NO.	ROOM NAME			
5	304 158	OFFICE MANAGER	1	40	
5	304 159	TUB ROOM	1	40	
5	304 160	COMMUNICATIONS	5	500	
5	304 161	1 BED ROOM	4	200	
5	304 162	WASHROOM	6	0	304 161
5	304 163	1 BED ROOM	4	200	
5	304 164	WASHROOM	6	0	304 163
5	304 165	ANTE ROOM	6	0	304 166
5	304 166	1 BED ISOLATION	5	500	
5	304 167	WASHROOM	6	0	304 166
5	304 168	LAT MEDICATION SURG	5	500	
5	304 169	STAFF LOCKERS	1	40	
5	304 170	TEAM STATION & DICT.	4	200	
5	304 171	REPORT ROOM	1	40	
5	304 172	EMERG EQUIP ALCOVE	1	40	
5	304 173	CLEAN ROOM	4	200	
5	304 174	CORRIDOR	1	40	
5	304 176	MEDICATION ROOM	2	60	
5	304 177	VERTICAL SHAFT			
5	304 178	ELECTRICAL CLOSET	7	0	
5	304 179	ELECTRICAL CLOSET	7	0	
5	304 181	ELECTRICAL	7	0	
5	304 183	EQUIPMENT ROOM	1	40	
5	304 184	CHARTING	3	120	
5	304 185	CHARTING	3	120	
5	304 186	CHARTING	3	120	
5	ST03B	STAIR	6	0	ST01B
5	ST03C	STAIR	6	0	ST01C
5	ST03D	STAIR	6	0	ST01D
6 – PATIENT BEDS AREA					
6	304 153	WASHROOM	1	40	
6	304 154	2 BED ROOM	4	200	
6	304 155	WASHROOM	6	0	304 154
6	305 001	CORRIDOR	1	40	
6	305 002	CORRIDOR	1	40	
6	305 003	CORRIDOR	1	40	
6	305 004	CORRIDOR	1	40	
6	305 005	CORRIDOR	1	40	
6	305 006	CORRIDOR	1	40	
6	305 007	CORRIDOR	1	40	
6	305 008	CORRIDOR	1	40	
6	305 009	CORRIDOR	1	40	
6	305 010	CORRIDOR	1	40	
6	305 011	CORRIDOR	1	40	
6	305 012	CORRIDOR	1	40	
6	305 013	CORRIDOR	1	40	
6	305 014	CORRIDOR	1	40	
6	305 015	CORRIDOR	1	40	
6	305 016	CORRIDOR	1	40	
6	305 110	2-BED DIVISIBLE	4	200	
6	305 111	WR	6	0	305 110
6	305 112	CHART	3	120	
6	305 114	BURN TUB ROOM	5	500	
6	305 115	ANTE ROOM	6	0	305 116

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
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Level 300			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
6	305 116	1 BED ISOLATION	5	500			
6	305 117	WASHROOM	6	0			305 116
6	305 118	1 BED ROOM	4	200			
6	305 119	WASHROOM	6	0			305 118
6	305 120	1 BED ROOM	4	200			
6	305 121	WASHROOM	6	0			305 120
6	305 122	COMMUNICATIONS	5	500			
6	305 123	EXAMINATION ROOM	1	40			
6	305 124	QUIET ROOM	2	60			
6	305 125	2 BED DIVISIBLE	4	200			
6	305 126	WASHROOM	6	0			305 125
6	305 127	STAFF WASHROOM	1	40			
6	305 128	2 BED ROOM	4	200			
6	305 129	WASHROOM	6	0			305 128
6	305 130	2 BED ROOM	4	200			
6	305 132	SHOWER	1	40			
6	305 133	SHOWER	1	40			
6	305 134	2-BED DIVISIBLE	4	200			
6	305 134.1	2-BED DIVISIBLE	4	200			
6	305 135	WASHROOM	6	0			305 134.1
6	305 136	WASHROOM	6	0			305 134
6	305 137	VISITOR LOUNGE	2	60			
6	305 138	WASHROOM	1	40			
6	305 139	2 BED DIVISIBLE	4	200			
6	305 140	WASHROOM	6	0			305 139
6	305 141	2 BED DIVISIBLE	4	200			
6	305 142	WASHROOM	6	0			305 141
6	305 143	WC SHOWER	1	40			
6	305 144	1 BED BARIATRIC	5	500			
6	305 145	WASHROOM BARIATRIC	6	0			305 144
6	305 146	1 BED ROOM	4	200			
6	305 147	WASHROOM	6	0			305 146
6	305 148	SOILED ROOM	1	40			
6	305 149	2 BED DIVISIBLE	4	200			
6	305 150	WASHROOM	6	0			305 149
6	305 151	EQUIPMENT ROOM	1	40			
6	305 152	ELECTRICAL CLOSET	7	0			
6	305 152.1	ELECTRICAL CLOSET	7	0			
6	305 153	2 BED DIVISIBLE	4	200			
6	305 154	WASHROOM	6	0			305 153
6	305 155	SOILED ROOM	1	40			
6	305 156	1 BED ROOM	4	200			
6	305 157	WASHROOM	6	0			305 156
6	305 158	1 BED BARIATRIC	5	500			
6	305 159	WASHROOM BARIATRIC	6	0			305 158
6	305 160	WC SHOWER	1	40			
6	305 161	2 BED DIVISIBLE	4	200			
6	305 162	WASHROOM	6	0			305 161
6	305 163	2 BED DIVISIBLE	4	200			
6	305 164	WASHROOM	6	0			305 163
6	305 165	WASHROOM	1	40			305 163
6	305 166	VISITOR LOUNGE	1	40			
6	305 167	2-BED DIVISIBLE	4	200			
6	305 167.1	2-BED DIVISIBLE	4	200			
6	305 168	WASHROOM	6	0			305 167

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 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
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Level 300			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
6	305 169	WASHROOM	6	0			305 167.1
6	305 170	SHOWER	1	40			
6	305 171	SHOWER	1	40			
6	305 172	2 BED ROOM	4	200			
6	305 174	2 BED ROOM	4	200			
6	305 175	WASHROOM	6	0			305 172
6	305 176	WASHROOM	6	0			305 174
6	305 177	2 BED DIVISIBLE	4	200			
6	305 178	WASHROOM	6	0			305 177
6	305 179	QUIET ROOM	1	40			
6	305 180	EXAMINATION ROOM	2	60			
6	305 181	COMMUNICATIONS	5	500			
6	305 182	1 BED ROOM	4	200			
6	305 183	WASHROOM	6	0			305 182
6	305 184	1 BED ROOM	4	200			
6	305 185	WASHROOM	6	0			305 184
6	305 186	ANTE ROOM	6	0			305 187
6	305 187	1 BED ISOLATION	5	500			
6	305 188	WASHROOM	6	0			305 187
6	305 189	LAT MEDIC/SURG	3	120			
6	305 190	STAFF LOCKERS	1	40			
6	305 191	2 BED DIVISIBLE	4	200			
6	305 192	WASHROOM	6	0			305 191
6	305 193	HOUSEKEEPING	1	40			
6	305 194	ANTE ROOM	6	0			305 195
6	305 195	1 BED ISOLATION	5	500			
6	305 196	WASHROOM	6	0			305 195
6	305 197	1 BED ROOM	4	200			
6	305 198	WASHROOM	6	0			305 197
6	305 210	1 BED ROOM	4	200			
6	305 211	WASHROOM	6	0			305 210
6	305 212	PANTRY MED/SURG	2	60			
6	305 213	2 BED DIVISIBLE	4	200			
6	305 214	WASHROOM	6	0			305 213
6	305 215	EQUIPMENT ROOM	1	40			
6	305 217	2 BED DIVISIBLE	4	200			
6	305 218	WASHROOM	6	0			305 217
6	305 219	PANTRY MED/SURG	2	60			
6	305 220	1 BED ROOM	4	200			
6	305 221	WASHROOM	6	0			305 220
6	305 222	1 BED ROOM	4	200			
6	305 223	WASHROOM	6	0			305 222
6	305 224	ANTE ROOM	6	0			305 225
6	305 225	1 BED ISOLATION	5	500			
6	305 226	WASHROOM	6	0			305 225
6	305 227	HOUSEKEEPING	1	40			
6	305 230	TEAM STATION	4	200			
6	305 231	MEDICATION ROOM	2	60			
6	305 233	CLEAN ROOM	1	40			
6	305 234	REPORT ROOM	1	40			
6	305 235	TEAM STATION	4	200			
6	305 236	REPORT ROOM	1	40			
6	305 237	CLEAN ROOM	1	40			
6	305 238	MEDICATION ROOM	2	60			
6	305 240	EQUIPMENT ALCOVE	1	40			

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Key Class	Value	
1	40	
2	60	
3	120	
4	200	
5	500	
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Level 300			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
6	305 241	CORRIDOR	1	40			
6	305 242	EMERG. EQUIP. ALCOVE	1	40			
6	305 243	CORRIDOR	1	40			
6	305 244	ELECTRICAL CLOSET	7	0			
6	305 245	P-TUBE	1	40			
6	305 246	P-TUBE	1	40			
6	305 247	ELECTRICAL CLOSET	7	0			
6	305 248	VERTICAL SHAFT					
6	305 249	VERTICAL SHAFT					
6	305 250	ELECTRICAL CLOSET	7	0			
6	305 251	ELECTRICAL CLOSET	7	0			
6	305 253	CHARTING	3	120			
6	305 254	CHARTING	3	120			
6	305 255	CHARTING	3	120			
6	305 256	CHARTING	3	120			
6	305 257	CHARTING	3	120			
6	305 258	CHARTING	3	120			
6	305 259	PHARMACY NIGHT CUBD	1	40			
6	305 260	OFFICE CCAC	1	40			
6	305 261	CLERICAL WORK STORAGE	1	40			
6	305 262	NURSE EDUC	1	40			
6	306 001	CORRIDOR	1	40			
6	306 002	CORRIDOR	1	40			
6	306 003	CORRIDOR	1	40			
6	306 004	CORRIDOR	1	40			
6	306 005	CORRIDOR	1	40			
6	306 006	CORRIDOR	1	40			
6	306 007	CORRIDOR	1	40			
6	306 008	CORRIDOR	1	40			
6	306 110	STOR MAT/SUPPLIES	1	40			
6	306 111	2 BED DIVISIBLE	4	200			
6	306 112	WASHROOM	6	0			306 111
6	306 113	HOUSEKEEPING	1	40			
6	306 114	ANTE ROOM	6	0			306 115
6	306 115	1 BED ISOLATION	5	500			
6	306 116	WASHROOM	6	0			306 115
6	306 117	1 BED ROOM	4	200			
6	306 118	WASHROOM	6	0			306 117
6	306 119	1 BED ROOM	4	200			
6	306 120	WASHROOM	6	0			306 119
6	306 121	COMMUNICATIONS	5	500			
6	306 122	TUB ROOM	1	40			
6	306 123	OFFICE MANAGER	1	40			
6	306 124	2 BED ROOM	4	200			
6	306 125	WASHROOM	6	0			306 124
6	306 126	2 BED ROOM	4	200			
6	306 127	WASHROOM	6	0			306 126
6	306 128	2 BED ROOM	4	200			
6	306 129	WASHROOM	6	0			306 128
6	306 130	2 BED ROOM	4	200			
6	306 131	WASHROOM	6	0			306 130
6	306 132	2 BED DIVISIBLE	4	200			
6	306 133	WASHROOM	6	0			306 132
6	306 134	WASHROOM	6	0			306 135
6	306 135	2 BED ROOM	4	200			

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
6	306 136	WASHROOM	6	0				306 137
6	306 137	2 BED ROOM	4	200				
6	306 139	SHOWER	1	40				
6	306 140	SHOWER	1	40				
6	306 141	2-BED DIVISIBLE	4	200				
6	306 141A	2-BED DIVISIBLE	4	200				
6	306 142	WASHROOM	6	0				306 141
6	306 143	WASHROOM	6	0				306 141A
6	306 144	VISITOR LOUNGE	1	40				
6	306 145	WASHROOM	1	40				306 146
6	306 146	2 BED DIVISIBLE	4	200				
6	306 147	WASHROOM	6	0				306 146
6	306 148	2 BED DIVISIBLE	4	200				
6	306 149	WASHROOM	6	0				306 148
6	306 150	SHOWER	1	40				
6	306 151	1 BED ROOM	4	200				
6	306 152	WASHROOM	6	0				306 151
6	306 153	1 BED BARIATRIC	5	500				
6	306 154	WASHROOM BARIATRIC	6	0				306 153
6	306 155	SOILED ROOM	1	40				
6	306 156	CHARTING	3	120				
6	306 157	EQUIPMENT ROOM	1	40				
6	306 158	2 BED DIVISIBLE	4	200				
6	306 159	WASHROOM	6	0				306 158
6	306 160	2 BED DIVISIBLE	4	200				
6	306 161	WASHROOM	6	0				306 160
6	306 162	ANTE ROOM	6	0				306 163
6	306 163	1 BED ISOLATION	5	500				
6	306 164	WASHROOM	6	0				306 163
6	306 165	1 BED ROOM	4	200				
6	306 166	WASHROOM	6	0				306 165
6	306 167	ANTE ROOM	6	0				306 168
6	306 168	1 BED ISOLATION	5	500				
6	306 169	WASHROOM	6	0				306 168
6	306 170	PANTRY MED/SURG	2	60				
6	306 171	2 BED DIVISIBLE	4	200				
6	306 172	WASHROOM	6	0				
6	306 173	TEAM STATION	4	200				
6	306 174	MEDICATION ROOM	2	60				
6	306 175	CORRIDOR	1	40				
6	306 176	CLEAN ROOM	1	40				
6	306 177	EMERG EQUIP ALCOVE	1	40				
6	306 178	REPORT ROOM	1	40				
6	306 179	VERTICAL SHAFT						
6	306 180	ELECTRICAL CLOSET	7	0				
6	306 181	ELECTRICAL CLOSET	7	0				
6	306 183	ELECTRICAL CLOSET	7	0				
6	306 186	CHARTING	3	120				
6	306 187	CHARTING	3	120				
6	306 188	PREPARATION ROOM	1	40				
6	ST03E	STAIR	6	0				ST01E
6	ST03F	STAIR	6	0				ST01F
6	ST03J	STAIR	6	0				ST01J
6	ST03K	STAIR	6	0				ST01K
6	ST03L	STAIR	6	0				ST01L

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 300
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 300			Class	Value	Assoc with			
Dept. No. & Type	ROOM NO.	ROOM NAME						
6	ST03M	STAIR	6	0				ST01M
6	ST03N	STAIR	6	0				ST01N
7 – PUBLIC CIRCULATION AREA								
7	303 004B	VESTIBULE	1	40				
7	300 001	WALKWAY/CORRIDOR	1	40				
7	300 002	CORRIDOR	1	40				
7	300 003	CORRIDOR	1	40				
8 – NEMHC PENTHOUSE AREA								
8	307 110	MECHANICAL	7	0				
8	307 111	MECHANICAL	7	0				
8	ST03S	STAIR	6	0				ST01S
8	ST03V	STAIR	6	0				ST01V

NORTH BAY REGIONAL HEALTH CENTRE

CRITCHLEY DELEAN TRUSSLER EVANS BERTRAND ARCHITECTS INC.

AREA ROOM SCHEDULE
 LEVEL 400
 NORTH BAY REGIONAL HEALTH CENTRE
 PROJECT Project 9749
 March 1, 2006

Key Class	Value
1	40
2	60
3	120
4	200
5	500
6	0 Associated with another space
7	0 Provider requires to deliver in-scope services

Level 400			Class	Value	Assoc with		
Dept. No. & Type	ROOM NO.	ROOM NAME					
1 – NBGH PENTHOUSE AREA							
1							
1	400 001	CORRIDOR	7	0			
1	400 002	CORRIDOR	7	0			
1			7	0			
1	401 100	MECHANICAL	7	0			
1			7	0			
1	402 100	GENERATOR	7	0			
1	402 101	ELECTRICAL	7	0			
1	402 102	BOILER ROOM	7	0			
1	402 103	MEZZANINE	7	0			
1	402 104	VESTIBULE	7	0			
1	402 105	CHILLER ROOM	7	0			
1	402 106	VESTIBULE	7	0			
1			7	0			
1	403 100	MECHANICAL	7	0			
1			7	0			
1	405 101	TRANSFORMER	7	0			
1	405 102	TRANSFORMER	7	0			
1	405 103	ANTENNA ROOM	7	0			
1	ST04H	STAIR	6	0			ST01H
1	EL0407	ELEVATOR	6	0			EL0107

APPENDIX B

CATEGORY A AVAILABILITY FAILURE EVENTS

Category A Availability Failure Events are those in which the following Service Standards in Tables 4, 5, and 6 of Schedule 15 - Output Specifications are not met, provided that such an Availability Failure Event does not pose a safety risk to patients, staff, or visitors of the Facility, or impair Clinical Functionality.

Table	Element	Service Standard
4	Building Fabric, Internal	<ul style="list-style-type: none"> Free from undue damage and of reasonable appearance for location.
	Fixtures and Fittings	<ul style="list-style-type: none"> Shall function as intended, and shall be free from all but minor surface blemishes and wear and tear. Free from corrosion.
	Floor and Floor Coverings	<ul style="list-style-type: none"> The floor/floor covering is free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard. Floor coverings/surfaces shall be maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheeled beds trolleys, wheel chairs and any other wheeled vehicle in use in the Facility.
	Decorative Finishes	<ul style="list-style-type: none"> Decorative finishes are complete according to their specification. Free from all but minor surface blemishes or undue wear and tear. Free from cracks, or any other surface degradation inconsistent with a building maintained in accordance with Good Industry Practice
	Equipment and Furniture	<ul style="list-style-type: none"> Free from splits, cracks, and other defects (including squeaks) and free from all but minor surface blemishes or undue wear and tear.
	Artwork/Sculpture	<ul style="list-style-type: none"> Secured from theft or vandalism, where appropriate.

Table	Element	Service Standard
5	Hot and Cold Water Systems	<ul style="list-style-type: none"> There shall be no drips or leaks of water from pipework, taps, valves and/or fittings.
	Heating, Ventilating, and Air Conditioning Systems	<ul style="list-style-type: none"> There shall be no persistent or unreasonable leakages of water (or other heating/cooling medium) or air from ventilation systems.
6	Site Circulation Routes	<ul style="list-style-type: none"> No loose curbs or paving stones. Free from graffiti and/or vandalism.
	External Furniture and Structures	<ul style="list-style-type: none"> Free from moss algae and/or interstitial weeds. Free from graffiti and/or vandalism.
	Boundaries	<ul style="list-style-type: none"> Free from damage. Free from graffiti and/or vandalism.
	External Play/Recreational Areas	<ul style="list-style-type: none"> Free from graffiti and/or vandalism.
	External Sign Posting (Including Lighting)	<ul style="list-style-type: none"> Free from graffiti and/or vandalism.
	Gutters and Drains	<ul style="list-style-type: none"> Free from litter, leaves, weeds and extraneous material.
	Facility	<ul style="list-style-type: none"> Free from litter, including cigarette ends and chewing gum residue. Garbage bins shall be less than 75% capacity and free from malodour.

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SCHEDULE 21
EQUIPMENT LIST

1. Equipment List

- (a) Section 12711 of the Existing Design contains a complete listing of the Category 2 Equipment, the Category 3 Equipment and the Category 4 Equipment (the "**Equipment List**").

2. Equipment FM Codes

The following terms have the following meanings in the Equipment List:

- (a) "**Code AA: Plant Equipment and Fixed Casework**"
(Maintain Project Co/ Refresh Project Co)
- (i) This category is generally comprised of plant equipment and fixed casework that is permanently fixed to the Facility. Line item descriptions, manufacturers and model numbers are set out in the Existing Design. This category includes all central and distributed kitchen/kitchenette equipment.
- (ii) Project Co will assume all risks with respect to and full responsibility for the on-going maintenance and refresh of equipment with this facilities management code, as identified in the Equipment List.
- (b) "**Code BB: Loose Furniture/Equipment and Small Appliances**"
(Maintain Project Co/ Refresh NBGH)
- (i) This category is generally comprised of loose furniture and equipment and small appliances including, but not limited to, the following:
- (A) office furniture;
- (B) patient room furniture;
- (C) lounge (patient and staff) and waiting room furniture;
- (D) cafeteria and distributed dining room furniture;
- (E) small appliances such as toasters, kettles and microwaves; and
- (F) shelving and rolling carts.
- (ii) The on-going maintenance and refresh of equipment with this facilities management code, as identified in the Equipment List, will be performed in accordance with Section 3.3(b)(ii) of Schedule 15 - Output Specifications.

(c) **"Code CC: Medical Equipment"**
(Maintain NBGH/ Refresh NBGH)

- (i) This category is generally comprised of medical and technical equipment and systems that are either permanently fixed to the Facility or movable, and that NBGH has determined to be technologically and/or clinically sensitive.
- (ii) NBGH will assume full responsibility for on-going maintenance and refresh of equipment with this facilities management code, as identified in the Equipment List.

(d) **"Code CC: IT/Telecom Equipment"**
(Maintain NBGH/ Refresh NBGH)

- (i) This category is generally comprised of information technology and/or telecommunications equipment and systems that are either permanently fixed to the Facility or movable, and that NBGH has determined to be technologically and/or clinically sensitive.
- (ii) NBGH will assume full responsibility for the on-going maintenance and refresh of all equipment with this facilities management code, as identified in the Equipment List.

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SCHEDULE 22**VARIATION PROCEDURE****1. VARIATIONS****1.1 Definitions**

- (a) The following terms shall have the following meanings:
- (i) "**Direct Cost**" has the meaning given in Appendix A of this Schedule 22.
 - (ii) "**Estimate**" has the meaning given in Section 1.4(a) of this Schedule 22.
 - (iii) "**NBGH Work**" has the meaning given in Section 1.7(a) of this Schedule 22.
 - (iv) "**Project Co Variation Notice**" has the meaning given in Section 2.1(a) of this Schedule 22.
 - (v) "**Variation**" means a variation, addition, reduction, substitution, omission, modification, deletion, removal or other change to the whole or any part of the Project Operations, including in relation to the whole or any part of the Works or the Project Co Services.
 - (vi) "**Variation Confirmation**" has the meaning given in Section 1.8(a)(ii) of this Schedule 22.
 - (vii) "**Variation Directive**" means a written instruction which is issued on a form designated as a "Variation Directive Form" and signed by the NBGH Representative directing Project Co to immediately proceed with a Variation pending the finalization and issuance of a Variation Confirmation for that Variation.
 - (viii) "**Variation Enquiry**" has the meaning given in Section 1.3(a) of this Schedule 22.

1.2 General

- (a) NBGH has the right from time to time to propose and require Project Co to carry out and implement a Variation, and any such Variation shall be subject to the provisions of this Schedule 22.
- (b) NBGH shall be obligated to proceed with a Variation in certain circumstances specified in this Project Agreement, and any such Variation shall be subject to the provisions of this Schedule 22.

- (c) Project Co will not be entitled to any payment, compensation or extension of time for a Variation except to the extent provided in a Variation Confirmation or Variation Directive in accordance with this Schedule 22.

1.3 Variation Enquiry

- (a) If NBGH proposes or is obligated pursuant to the terms of this Project Agreement or Applicable Law to initiate a Variation it shall deliver to Project Co a written notice of the proposed Variation (a "**Variation Enquiry**").
- (b) A Variation Enquiry shall:
- (i) describe the proposed Variation with sufficient detail to enable Project Co to prepare a detailed Estimate;
 - (ii) in the event that the proposed Variation will require a Capital Expenditure, state whether NBGH intends to pay for the Variation by way of lump sum payment or payments, adjustment to the Monthly Service Payments (and, if applicable, with a request for Project Co to obtain financing for all or part of the Variation), or a combination thereof; and
 - (iii) provide a preliminary indication of any provisions of this Project Agreement (including the Technical Requirements or the Project Co Proposal Extracts) that will be affected by the proposed Variation, as well as the amendments to this Project Agreement (including the Technical Requirements or the Project Co Proposal Extracts) that may be necessary to accommodate the Variation.

1.4 Delivery of Estimate

- (a) As soon as practicable and in any event within 15 Business Days after receipt of a Variation Enquiry, or such longer period as the Parties agree acting reasonably, Project Co shall deliver its detailed breakdown, estimate and other information (an "**Estimate**") prepared in accordance with and meeting the requirements of Section 1.6.

1.5 Project Co Grounds for Objection

- (a) Project Co may only refuse to deliver an Estimate if Project Co can demonstrate to NBGH's satisfaction, acting reasonably, within the period for delivery of an Estimate specified or agreed pursuant to Section 1.4(a), that:
- (i) the implementation of the Variation would materially and adversely affect the health and safety of any person;
 - (ii) the implementation of the Variation would:
 - (A) infringe any Applicable Law;

- (B) cause to be revoked any existing Permit, Licence or Approval required by Project Co to perform the Project Operations, and such Permit, Licence or Approval is not, using commercially reasonable efforts, capable of amendment or renewal; or
 - (C) require a new Permit, Licence or Approval for Project Co to perform the Project Operations, which Permit, Licence or Approval will not, using commercially reasonable efforts by Project Co or NBGH, as applicable, be obtainable;
- (iii) the proposed Variation would have a material and adverse effect on performance of the Project Operations (except those Project Operations which have been specified as requiring amendment in the Variation Enquiry) in a manner not compensated pursuant to this Schedule 22;
 - (iv) the implementation of the Variation would be a departure from Good Industry Practice;
 - (v) NBGH does not have the legal power or capacity to require the Variation to be implemented or to do anything envisaged by this Schedule 22 in respect of or in connection with the Variation;
 - (vi) the Variation would, if implemented, result in a change in the essential nature of the Facility;
 - (vii) the Variation Enquiry does not comply with the requirements of Section 1.3 (including a failure to include adequate information therein to enable Project Co to prepare an Estimate in respect thereof);
 - (viii) in the case of a Variation relating to the Works, the time specified for commencement and/or completion of such Variation cannot be achieved by Project Co despite commercially reasonable efforts; or
 - (ix) in the case of a Variation relating to the Project Co Services, the time specified for implementation of such Variation cannot be achieved by Project Co despite commercially reasonable efforts.
- (b) If Project Co refuses to provide an Estimate on the grounds set out in Section 1.5(a), Project Co shall, within the period for delivery of an Estimate specified or agreed pursuant to Section 1.4(a), deliver to NBGH a written notice specifying the grounds upon which Project Co rejects the Variation and the details thereof.

1.6 Estimate Requirements

- (a) Unless NBGH in a Variation Enquiry requires only specified limited information, each Estimate shall include the following information, sufficient to demonstrate to NBGH's reasonable satisfaction:

- (i) the steps Project Co will take to implement the Variation, in such detail as is reasonable and appropriate in the circumstances;
- (ii) any impact on the Scheduled Substantial Completion Date, and any other schedule impact on the provision of the Facility and completion of the Works;
- (iii) any impact on the performance of the Project Operations and any other impact on this Project Agreement;
- (iv) any impact on expected usage of utilities, including those identified in Schedule 20 - Payment Mechanism, for the current Contract Year and subsequent Contract Years;
- (v) any amendments to this Project Agreement (including Schedule 20 - Payment Mechanism) or any Project Document required as a consequence of the Variation, the objective of such amendments being to ensure that (save for the obligation of NBGH to make payments or altered payments in respect of the Variation) the Parties are in no better and no worse position in relation to the Project than they would have been in if the Variation had not been implemented and, in particular, that the Equity IRR after taking the Variation into account will be the Base Case Equity IRR and that there will be no material adverse change to the risk profile of the Project as a result of the Variation;
- (vi) any impact on the Direct Costs of Project Co and its Subcontractors, including:
 - (A) any Capital Expenditure that will be incurred, reduced or avoided and the impact on Project Co's cash flows from incurring, reducing or avoiding such costs (whether financed by Project Co or NBGH); and
 - (B) any other costs that will be incurred, reduced or avoided and the impact on Project Co's cash flows from incurring, reducing or avoiding such costs;
- (vii) Project Co's confirmation that:
 - (A) the proposed Variation will not affect its financing, or
 - (B) if the proposed Variation increases Project Co's costs, that Project Co's existing financing is adequate or that Project Co requires new or additional financing, and if new or additional financing is required, Project Co's indication as to the availability of financing for the Variation and the cost and terms of such financing;
- (viii) Project Co's preliminary indication of the potential increase or decrease, if any, of the Monthly Service Payments, with such amount calculated by reference to the relevant parts of the Financial Model to demonstrate the impact of the proposed Variation;

- (ix) any Permits, Licences and Approvals that must be obtained or amended for the Variation to be implemented, and the latest date by which Project Co must receive a Variation Confirmation and obtain or amend such Permits, Licences and Approvals for the Estimate to remain valid; and
- (x) the proposed methods of certification of any construction or operational aspect of the Project Operations required by the Variation if not covered by the provisions of this Project Agreement,

in each case, together with such supporting information and justification as is reasonably required.

- (b) In preparing its Estimate, Project Co shall include sufficient information to demonstrate to NBGH's satisfaction, acting reasonably, that:
 - (i) Project Co has used or has obliged its Subcontractors (or will oblige any Subcontractors not yet selected) to use commercially reasonable efforts, including the use of competitive quotes or tenders (if appropriate or required by Sections 1.6(c) and 1.6(e)), to minimize any increase in costs and to maximize any reduction in costs;
 - (ii) all costs of Project Co and its Subcontractors are limited to Direct Costs;
 - (iii) Project Co, the Construction Contractor and the Service Provider shall charge only the margins for overhead and profit as set out in Appendix B hereto (such margins each calculated on the basis of the applicable Direct Costs so that no margin of the Construction Contractor or the Service Provider are calculated on any other margin of the Construction Contractor or the Service Provider), and no other margins or mark-ups;
 - (iv) the margins for overheads and profit as set out in Appendix B hereto as applicable to Project Co's Direct Costs shall only be chargeable on Direct Costs of Project Co, such that Project Co shall not charge any margins on any amounts charged by the Construction Contractor or the Service Provider;
 - (v) all costs of providing Project Operations, including Capital Expenditures, reflect:
 - (A) labour rates applying in the open market to providers of services similar to those required by the Variation or such other amount as is payable in accordance with the Collective Agreement;
 - (B) any and all changes in the Output Specifications arising out of the proposed Variation; and
 - (C) any and all changes in risk allocation;
 - (vi) the full amount of any and all expenditures that have been reduced or avoided (including for any Capital Expenditure) and that all such expenditures, including

all applicable margins for overhead and profit anticipated to be incurred but for the Variation, have been taken into account and applied in total to reduce the amount of all costs and Monthly Service Payments; and

- (vii) Project Co has mitigated or will mitigate the impact of the Variation, including on the Works Schedule, the performance of the Project Operations, the expected usage of utilities, and the Direct Costs to be incurred.
- (c) Project Co will use commercially reasonable efforts to obtain the best value for money when procuring any work, services, supplies, materials or equipment required by the Variation and will comply with all Good Industry Practice in relation to any such procurement, to a standard no less than Project Co would apply if all costs incurred were to its own account without recourse to NBGH, including using commercially reasonable efforts to mitigate such costs.
- (d) As soon as practicable, and in any event not more than 15 Business Days after NBGH receives an Estimate, Project Co and NBGH shall discuss and seek to agree on the Estimate, including any amendments to the Estimate agreed to by the Parties.
- (e) If NBGH would be required by Applicable Law or any policy applicable to NBGH to competitively tender any contract in relation to the proposed Variation, NBGH may require Project Co to seek and evaluate competitive tenders for the proposed Variation in accordance with such Applicable Law or policy.
- (f) NBGH may modify a Variation Enquiry in writing at any time for any matter relating to the Estimate or the discussions in relation thereto, in which case Project Co shall, as soon as practicable and in any event not more than 10 Business Days after receipt of such modification, notify NBGH in writing of any consequential changes to the Estimate.
- (g) If the Parties cannot agree on an Estimate pursuant to Section 1.6(d), then any Dispute will be determined in accordance with Schedule 27 - Dispute Resolution Procedure.

1.7 NBGH's Right to Perform

- (a) After Substantial Completion, NBGH shall have the right to perform the subject matter of a proposed Variation ("**NBGH Work**") itself, or through others contracting directly with NBGH, without compensation to Project Co, except as specifically stated herein.
- (b) NBGH shall indemnify and save Project Co harmless from and against any and all loss or expense which may be suffered, sustained or incurred by Project Co as a direct result of, in respect of, or arising out of the performance by NBGH, or any third party, of NBGH Work, including, without limitation, any loss or expense related to any adverse impacts on the Project Operations.

1.8 Variation Confirmation

- (a) As soon as practicable, and in any event within 15 Business Days after the later of the date the Estimate was delivered and the date the Estimate was either agreed to or any

Dispute in respect thereof was determined in accordance with Schedule 27 - Dispute Resolution Procedure, NBGH shall either:

- (i) withdraw the Variation Enquiry by written notice to Project Co; or
 - (ii) issue a written confirmation (the "**Variation Confirmation**") of the Estimate, including any agreed modifications thereto or any modifications resulting for the determination of a Dispute in respect thereof, which Variation Confirmation may be subject to Project Co obtaining financing pursuant to Section 1.9.
- (b) If NBGH does not issue a Variation Confirmation within such 15 Business Days, then the Variation Enquiry shall be deemed to have been withdrawn.
- (c) Upon the Variation Confirmation being issued, and if applicable upon Project Co obtaining financing pursuant to Section 1.9:
- (i) the Parties shall as soon as practicable thereafter do all acts and execute all documents to amend this Project Agreement necessary to implement the Variation, including in respect of any required extension of time and including provision for payment to Project Co as provided in Section 1.10;
 - (ii) Project Co shall implement the Variation as provided for in the Variation Confirmation, and subject to amendments pursuant to Section 1.8(c)(i), all provisions of this Project Agreement applicable to the Project Operations shall apply to the Project Operations as thereby changed; and
 - (iii) payment in relation to the Variation shall be as provided for in Section 1.10 and pursuant to any amendments pursuant to Section 1.8(c)(i).
- (d) If a Variation Confirmation is subject to Project Co obtaining financing pursuant to Section 1.9, then the Variation Confirmation shall not be effective until:
- (i) Project Co obtains such financing acceptable to NBGH in its sole discretion; or
 - (ii) NBGH in its sole discretion waives such requirement.
- (e) Except as hereinafter provided, until a Variation Confirmation has been issued:
- (i) the determination of whether or not to proceed with a Variation shall at all times be at NBGH's sole discretion, despite any Dispute or any other matter in relation to a Variation being referred to or determined by Schedule 27 - Dispute Resolution Procedure; and
 - (ii) NBGH may at any time withdraw a Variation Enquiry and NBGH shall not be obligated to Project Co in respect of a Variation until such time as NBGH in its sole discretion issues a Variation Confirmation and, if applicable, Project Co has obtained the financing requested by NBGH or NBGH has waived such requirement,

provided that NBGH may not withdraw a Variation Enquiry in circumstances where NBGH is obligated pursuant to the terms of this Project Agreement to proceed with a Variation. In such circumstances Schedule 27 - Dispute Resolution Procedure shall be employed to finalize any aspects of the Variation which cannot otherwise be agreed to in accordance with the terms of this Schedule 22.

- (f) If a Variation Confirmation is not issued for any Variation Enquiry in respect of which Project Co has used commercially reasonable efforts to produce a fair and accurate Estimate, NBGH shall reimburse Project Co for all Direct Costs reasonably and properly incurred by Project Co in connection with preparing the Estimate.

1.9 Financing

- (a) If Project Co in its Estimate confirms that existing financing is not available to pay for the proposed Variation and if NBGH requests Project Co to obtain financing for a Variation, then a Variation Confirmation may be issued subject to Project Co obtaining financing. In such event, Project Co shall use commercially reasonable efforts to obtain the requested financing on terms satisfactory to Project Co, the Lenders and NBGH, provided that, prior to the Substantial Completion Date, Project Co shall not be required to seek financing from any source other than the Lenders.
- (b) If Project Co has used commercially reasonable efforts to obtain the requested financing but has been unable to obtain an offer of financing on terms reasonably satisfactory to Project Co and NBGH within 60 days of the date that NBGH issues the Variation Confirmation, then Project Co shall have no further obligation to obtain financing for the Variation and any Variation Confirmation subject to financing shall no longer have any effect unless NBGH, in its sole discretion, waives the requirement for financing or unless NBGH is obligated to proceed with the Variation pursuant to the terms of this Project Agreement.
- (c) If Project Co obtains an offer of financing on terms reasonably satisfactory to Project Co, Project Co shall provide NBGH with details of such financing, and NBGH shall, in its sole discretion, determine whether Project Co should proceed with such financing. If NBGH determines that Project Co should not proceed with such financing, then Project Co shall have no further obligation to obtain financing for the Variation and any Variation Confirmation subject to financing shall no longer have any effect unless NBGH, in its sole discretion, waives the requirement for financing or unless NBGH is obligated to proceed with the Variation pursuant to the terms of this Project Agreement.
- (d) NBGH may at any time withdraw the requirement for Project Co to use commercially reasonable efforts to obtain financing, after which Project Co shall have no further obligation to obtain financing for the Variation and any Variation Confirmation subject to financing shall no longer have any effect unless NBGH in its sole discretion waives the requirement for financing or unless NBGH is obligated to proceed with the Variation pursuant to the terms of this Project Agreement.

- (e) If NBGH waives the requirement for financing or if Project Co has no further obligation to obtain financing for the Variation pursuant to Sections 1.9(b), 1.9(c) or 1.9(d), then Project Co shall proceed with the Variation as set out in the Variation Confirmation and NBGH shall pay for the Variation as provided for in Section 1.10(a)(ii).

1.10 Payment

- (a) If a Variation Confirmation has been issued and is not subject to financing, or if the requirement for financing has been satisfied by Project Co or has been waived by NBGH, a price adjustment for the Variation, as set out in the Estimate and as adjusted and confirmed by the Variation Confirmation, shall be made as follows:

- (i) the Monthly Service Payments shall be adjusted as set out in the Variation Confirmation; and

- (ii) payment for Capital Expenditures as set out in the Variation Confirmation and not financed by Project Co shall be adjusted as follows:

- (A) NBGH shall pay such Capital Expenditures in lump sum payments based on a payment schedule agreed by NBGH and Project Co, acting reasonably, to reflect the amount and timing of the Capital Expenditures to be incurred by Project Co in carrying out the Variation to the extent borne by NBGH; and

- (B) where payment for part of the Variation reflects the carrying out of, or specific progress towards, an element within the Variation, satisfactory evidence confirming that the part of the Variation corresponding to each occasion when payment is due under the payment schedule has been duly carried out,

the payment schedule to be determined in accordance with Schedule 27 - Dispute Resolution Procedure in the event NBGH and Project Co fail to agree as to the terms of the payment schedule, provided that, where all or any part of the Variation is being carried out by a third party under a contract with Project Co, subject to the terms of any contract between Project Co and that third party in relation to the implementation of the Variation having been approved by NBGH (such approval not to be unreasonably withheld or delayed), the process under Schedule 27 - Dispute Resolution Procedure shall determine a payment schedule which would enable Project Co to be funded by NBGH in time to make payments to that third party in accordance with its contract with Project Co.

- (b) NBGH shall make payment to Project Co within 20 Business Days of receipt by NBGH of invoices presented to NBGH in accordance with the agreed payment schedule accompanied (where applicable) by the relevant evidence that the relevant part of the Variation has been carried out.
- (c) Payments by NBGH in respect of a Variation shall be subject to applicable holdback provisions of the *Construction Lien Act* (Ontario), as applicable.

- (d) Project Co shall not be entitled to any amount in excess of the amount of the Estimate confirmed in the Variation Confirmation.
- (e) Upon request by Project Co, NBGH shall provide to Project Co copies of any consent or approval issued by MOHLTC or NBGH's board of directors in connection with a proposed Variation.

1.11 Reduction in Project Operations

- (a) If a Variation involves any reduction in Project Operations which results in savings in Direct Costs to Project Co, such savings shall result in a reduction in the compensation payable to Project Co under this Project Agreement in an amount equal to such reduction in Direct Costs, and Project Co shall compensate NBGH by way of a reduction in the Monthly Service Payments.

1.12 Variation Directive

- (a) If an Estimate is not promptly agreed upon by NBGH and Project Co or if there is a Dispute in relation thereto or if NBGH, in its sole discretion, requires a Variation to be implemented prior to issuing a Variation Confirmation, then NBGH may issue a Variation Directive and, following receipt of the Variation Directive:
 - (i) Project Co shall promptly proceed with the Variation;
 - (ii) the determination of the valuation and time extensions, if any, required in connection with such Variation, shall be made as soon as reasonably possible after commencement of the implementation of the Variation; and
 - (iii) pending final determination of the valuation and time extensions, if any, required in connection with such Variation, the Independent Certifier (if such Variation is in respect of matters prior to Final Completion) or the NBGH Representative, as applicable and, in each case, acting reasonably, shall determine the valuation in accordance with Appendices A and B hereto, with any Dispute to be determined in accordance with Schedule 27 - Dispute Resolution Procedure,

provided that, NBGH shall fund all Variations implemented by way of a Variation Directive as provided for in Section 1.10(a)(ii).

2. PROJECT CO VARIATIONS

2.1 General

- (a) Project Co shall deliver to NBGH a written notice (a "**Project Co Variation Notice**") for each Variation proposed by Project Co.

2.2 Project Co Variation Notice

- (a) A Project Co Variation Notice shall:
- (i) set out details of the proposed Variation in sufficient detail to enable NBGH to evaluate it in full;
 - (ii) specify Project Co's reasons for proposing the Variation;
 - (iii) indicate all reasonably foreseeable implications of the Variation, including whether there are any costs or cost savings to NBGH, and whether an adjustment to the Monthly Service Payments is required; and
 - (iv) indicate the latest date by which a Variation Enquiry must be issued.
- (b) If NBGH, in its sole discretion, elects to consider the Variation proposed by Project Co, NBGH may issue to Project Co a Variation Enquiry and the procedure set out in Section 1 will apply.

3. SMALL WORKS

3.1 General

- (a) After the Substantial Completion Date, Project Co shall carry out all Small Works requested by NBGH.
- (b) If Small Works are requested by NBGH, Project Co shall, within 10 Business Days of each such request and prior to carrying out the Small Works, provide NBGH with a price for carrying out the Small Works.
- (c) If Project Co's price is accepted by NBGH, in its sole discretion, Project Co shall carry out the Small Works for such price.
- (d) NBGH may at any time, in its sole discretion, including if NBGH does not accept the price proposed by Project Co pursuant to Section 3.1(b), issue a Variation Enquiry or Variation Directive in respect of such Small Works, in which event the provisions of this Schedule 22, other than this Section 3, shall apply.
- (e) Project Co's price shall include only its Direct Costs, as calculated in accordance with Appendix A, together with applicable margins as set out in Appendix B.

3.2 Project Co to Minimize Inconvenience

- (a) Project Co shall notify NBGH of the estimated duration of any Small Works so that NBGH and Project Co can agree upon a convenient time for carrying out the same, so as to minimize and mitigate inconvenience and disruption to NBGH. Project Co shall use commercially reasonable efforts to minimize the duration of any Small Works.

APPENDIX A**CALCULATION OF DIRECT COSTS****1. DIRECT COSTS**

1.1 Subject to Section 1.2 of this Appendix A, the term "Direct Cost" means the cumulative total, without duplication, of only the following amounts, as paid or incurred by Project Co or its Subcontractors, as applicable, to the extent that they specifically relate to, and are attributable to, the Variation under which Project Co is expressly entitled to its Direct Cost and would not otherwise have been incurred:

- (i) wages and benefits paid for labour in the direct employ of Project Co or its Subcontractors while performing that part of the Project Operations on Site;
- (ii) salaries, wages and benefits of Project Co's or its Subcontractors' personnel when stationed at the Site office in whatever capacity employed, or personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment;
- (iii) salaries, wages and benefits of Project Co's or its Subcontractors' office personnel engaged in a technical capacity;
- (iv) without limiting Sections 1.1(i), 1.1(ii) and 1.1(iii) of this Appendix A, contributions, assessments or taxes incurred for such items as employment insurance, provincial health insurance, workers' compensation, and Canada Pension Plan, insofar as such costs are based on the wages, salaries, or other remuneration paid to Project Co for employees pursuant to Sections 1.1(i), 1.1(ii) and 1.1(iii) of this Appendix A, but excluding for certainty all income taxes on such wages, salaries and other remuneration;
- (v) travel and subsistence expenses of Project Co's or its Subcontractors' officers or employees referred to in Sections 1.1(i), 1.1(ii) and 1.1(iii) of this Appendix A;
- (vi) the cost of materials, products, supplies and equipment, including transportation thereof;
- (vii) the cost of materials, products, supplies, equipment, temporary services and facilities, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Variation;
- (viii) rental costs of all tools, machinery, and equipment, exclusive of hand tools, used in the performance of the Variation, whether rented from or provided by Project Co or others, including installation, minor repair and replacement, dismantling, removal, transportation and delivery costs thereof;

- (ix) the cost of all equipment and services required for the Subcontractors' field office;
- (x) deposits lost;
- (xi) the amount of all Subcontracts with Subcontractors;
- (xii) the amount paid for any design services;
- (xiii) the cost of third party quality assurance required by NBGH, such as independent inspection and testing services;
- (xiv) charges levied by Governmental Authorities, but excluding fines or penalties not related to the implementation of the Variation;
- (xv) subject to Section 1.1(iv) of this Appendix A and without limiting the obligation of NBGH to pay GST under this Project Agreement, Taxes, but excluding:
 - (A) GST;
 - (B) taxes imposed on Project Co or a Project Co Party based on or measured by income or profit or otherwise imposed under the *Income Tax Act* (Canada), the *Income Tax Act* (Ontario) or any similar statute in any other jurisdiction;
 - (C) capital taxes based on or measured by the capital of Project Co or a Project Co Party;
 - (D) taxes relating to withholdings on any payments by Project Co or a Project Co Party; and
 - (E) taxes relating to any business or activity other than the business or activities related to, and conducted for, the purposes of the Project Operations;
- (xvi) the cost of removal and disposal of contaminants, hazardous substances, waste products and debris for which Project Co is not responsible under this Project Agreement;
- (xvii) termination payments which are required under Applicable Law to be made to employees of Project Co reasonably and properly incurred by Project Co arising as a direct result of any Variation reducing the scope of the Project Operations, except to the extent that such termination payments are provided for in contracts of employment, agreements or arrangements that were not entered into in the ordinary course of business and on commercial arm's length terms;
- (xviii) the cost of financing, including additional financing costs related to any delay caused by the implementation of the Variation;

- (xix) the cost of competitively tendering any contract in relation to the proposed Variation which is required by Applicable Law or any policy applicable to NBGH;
- (xx) the cost of any additional insurance or performance security required or approved by NBGH;
- (xxi) the cost of obtaining all Permits, Licences and Approvals; and
- (xxii) reasonable fees and disbursements of Project Co's legal advisors.

1.2 The Direct Cost otherwise payable shall be subject to and limited by the following:

- (i) the Direct Cost shall be net of all discounts, rebates and other price reductions and benefits, which relate to the Direct Cost incurred;
- (ii) the amount paid for materials, products, supplies and equipment incorporated into the Project Operations as a result of the Variation shall not exceed commercially competitive rates available in the Province for such materials, products, supplies and equipment from arms-length third party suppliers;
- (iii) the amount paid for any design services included in the Direct Cost, whether provided by Project Co's personnel, consultants, manufacturers or manufacturers' consultants, for hourly paid personnel shall not exceed two times the actual salary received by those personnel (actual salary to be inclusive of all benefits, statutory remittances and holidays), and for salaried personnel, the actual salary per hour shall be calculated by dividing the annual salary (inclusive of all benefits, statutory remittances and holidays) by 2080 hours;
- (iv) the amount paid for machinery and equipment rental costs shall not exceed the prevailing competitive commercial rate for which such equipment or machinery can be obtained in North Bay, Ontario; and
- (v) the Direct Cost shall not include any cost incurred due to the failure on the part of Project Co to exercise reasonable care and diligence in its attention to the prosecution of that part of the Project Operations.

APPENDIX B
APPLICABLE MARGINS

Party	Total Overhead and Profit Margin (as % of Direct Cost)		
	<i>For projects under \$100,000</i>	<i>For projects between \$100,000 and \$1,000,000</i>	<i>For projects over \$1,000,000</i>
Project Co (Own Work)	[REDACTED]%	[REDACTED]%	[REDACTED]%
Construction Contractor (Own Work)	[REDACTED]%	[REDACTED]%	[REDACTED]%
Construction Contractor (Subcontracted Work)	[REDACTED]%	[REDACTED]%	[REDACTED]%
Service Provider (Own Work)	[REDACTED]%	[REDACTED]%	[REDACTED]%
Service Provider (Subcontracted Work)	[REDACTED]%	[REDACTED]%	[REDACTED]%

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SCHEDULE 23**COMPENSATION ON TERMINATION****1. DEFINITIONS****1.1 Definitions**

The following terms shall have the following meanings:

(a) "**Adjusted Estimated Fair Value**" means the Estimated Fair Value adjusted as follows:

(i) where, in respect of any Payment Period or part of a Payment Period from the Termination Date to the Compensation Date, the Post Termination Service Amount is a negative number, the aggregate amount by which all such negative Post Termination Service Amounts are negative shall be set off against and shall reduce the Estimated Fair Value (whether or not such amounts have been set off by NBGH pursuant to Section 3.3(f) of this Schedule 23);

(ii) the aggregate of the following amounts shall be deducted, without duplication, from the Estimated Fair Value;

(A) the Post Termination Service Amounts actually paid by NBGH to Project Co prior to the Compensation Date;

(B) the Tender Costs; and

(C) amounts that NBGH is entitled to set off or deduct; and

(iii) the aggregate of the following amounts shall be added, without duplication, to the Estimated Fair Value:

(A) all credit balances on any bank accounts held by or on behalf of any Plenary Party on the date that the Estimated Fair Value is calculated; and

(B) any insurance proceeds and other amounts owing to Project Co (and which Project Co is entitled to retain), to the extent not included in Section 1.1(a)(iii)(A),

to the extent that:

(C) Sections 1.1(a)(iii)(A) and 1.1(a)(iii)(B) have not been directly taken into account in calculating the Estimated Fair Value; and

(D) NBGH has received such amounts in accordance with this Project Agreement.

- (b) **"Adjusted Highest Qualifying Tender Price"** means the price offered by the Qualifying Tenderer (if any) with the highest tender price, adjusted as follows:
- (i) where, in respect of any Payment Period or part of a Payment Period from the Termination Date to the Compensation Date, the Post Termination Service Amount is a negative number, the aggregate amount by which all such negative Post Termination Service Amounts are negative shall be set off against and shall reduce such highest tender price (whether or not such amounts have been set off by NBGH pursuant to Section 3.3(f) of this Schedule 23);
 - (ii) the aggregate of the following amounts shall be deducted, without duplication, from such highest tender price:
 - (A) the Post Termination Service Amounts actually paid by NBGH to Project Co prior to the Compensation Date;
 - (B) the Tender Costs; and
 - (C) amounts that NBGH is entitled to set off or deduct; and
 - (iii) the aggregate of the following amounts shall be added, without duplication, to such highest tender price:
 - (A) all credit balances on any bank accounts held by or on behalf of any Plenary Party on the date that the highest priced Qualifying Tender is received; and
 - (B) any insurance proceeds and other amounts owing to Project Co (and which Project Co is entitled to retain), to the extent not included in Section 1.1(b)(iii)(A),
to the extent that:
 - (C) Sections 1.1(b)(iii)(A) and 1.1(b)(iii)(B) have not been directly taken into account in that Qualifying Tender; and
 - (D) NBGH has received such amounts in accordance with this Project Agreement.
- (c) **"Compensation Date"** means either:
- (i) if Section 3.3 of this Schedule 23 applies, the earlier of:
 - (A) the date that the New Agreement is entered into; and
 - (B) the date on which NBGH pays the Adjusted Highest Qualifying Tender Price to Project Co; or

- (ii) if Section 3.4 of this Schedule 23 applies, the date that the Adjusted Estimated Fair Value has been agreed or determined.
- (d) "**Debt Amount**" means, at any time:
- (i) the then outstanding principal amount of debt owing on the Primary Senior Secured Notes [REDACTED] under the terms of the Lending Agreements;
 - (ii) all interest accrued on the Primary Senior Secured Notes [REDACTED] at that time;
 - (iii) all other amounts then due and payable to the Lenders on the Primary Senior Secured Notes [REDACTED] under the terms of the Lending Agreements, including any "make whole" payments, breakage fees (less any breakage benefits) and all other fees, costs and expenses reasonably and properly incurred which any Plenary Party is obligated to pay to the Lenders on the Primary Senior Secured Notes [REDACTED] under the terms of the Lending Agreements; and
 - (iv) any amounts payable by NBGH to Project Co in accordance with Sections 42.2(b) and 43.2(b) of this Project Agreement.
- (e) "**Discount Rate**" means an amount equal to $(A + B) / C$, where:
- A = the product of the outstanding principal amount of debt owing on the Primary Senior Secured Notes [REDACTED] under the terms of the Lending Agreements on the date of calculation and the rate of interest applicable to such amount as shown in the Financial Model at Financial Close.
- B = the product of the Equity Capital as at Financial Close and the Equity IRR.
- C = the sum of the outstanding principal amount of debt owing on the Primary Senior Secured Notes [REDACTED] under the terms of the Lending Agreements on the date of calculation and the Equity Capital as at Financial Close.
- (f) "**Employee Termination Payments**" means termination payments which are required under Applicable Law to be made to employees of Project Co (or the Project Co Party to which the Transferred Employees are transferred) as a direct result of terminating this Project Agreement (provided that Project Co or the relevant Project Co Party shall take commercially reasonable steps to mitigate its loss) and provided that, in calculating such amount, no account should be taken of any liabilities and obligations of Project Co or the relevant Project Co Party arising out of:
- (i) contracts of employment or other agreements or arrangements entered into by Project Co or the relevant Project Co Party to the extent that such contracts of employment, agreements or arrangements were not entered into in connection with the Project; or

- (ii) contracts of employment or other agreements or arrangements entered into by Project Co or the relevant Project Co Party other than in the ordinary course of business and on commercial arm's length terms, save to the extent that amounts would have arisen if such contracts or other agreements or arrangements had been entered into in the ordinary course of business and on commercial arm's length terms.
- (g) "**Estimated Fair Value**" means the amount determined in accordance with Section 3.4 of this Schedule 23.
- (h) "**Force Majeure Termination Sum**" has the meaning given in Section 4.1(b) of this Schedule 23.
- (i) "**Invoice Date**" means the date that is the later of:
 - (i) the date on which NBGH receives an invoice from Project Co for the relevant termination sum; and
 - (ii) the date on which NBGH receives the supporting evidence required pursuant to Section 7.1(a) of this Schedule 23.
- (j) "**Lending Agreements**" means any or all of the agreements or instruments to be entered into by any Plenary Party relating to the financing of the Project Operations, including, for greater certainty, the Note Indenture, the Security Documents and any agreements or instruments to be entered into by any Plenary Party relating to the rescheduling of their indebtedness in respect of the financing of the Project Operations or the refinancing of the Project Operations.
- (k) "**Liquid Market**" means that there are 2 or more willing parties (each of whom is capable of being a Suitable Substitute and of meeting the Qualification Criteria) in the market for agreements in Canada for the provision of services to healthcare facilities under an alternative financing and procurement model (where such agreements are the same as or similar to this Project Agreement) such that the retendering process in Section 3.3 of this Schedule 23 can reasonably be expected to result in a highest Qualifying Tender price broadly in the range of values that would reasonably be expected to be achieved calculating the Estimated Fair Value under Section 3.4 of this Schedule 23.
- (l) "**Market Value Availability Deduction Amount**" means for any Payment Period or part of a Payment Period, an amount equal to the Deductions for Availability Failure Events that were made from the Monthly Service Payment under the Payment Mechanism in the Payment Period immediately preceding the Termination Date, less an amount equal to Deductions for Availability Failure Events that were made for Areas which were unavailable at the Termination Date but which have subsequently become available, whether as a result of NBGH incurring Rectification Costs or otherwise.

- (m) "**Maximum Service Payment**" means the Monthly Service Payments payable at any time before any Deductions under the Payment Mechanism but allowing for indexation under the Payment Mechanism.
- (n) "**NBGH Default Termination Sum**" has the meaning given in Section 2.1(b) of this Schedule 23.
- (o) "**New Agreement**" means an agreement on substantially the same terms and conditions as this Project Agreement as at the Termination Date, but with the following amendments:
- (i) if this Project Agreement is terminated prior to the Substantial Completion Date, then the Longstop Date shall be extended by a period to allow a New Project Co to achieve Substantial Completion prior to such extended Longstop Date;
 - (ii) any accrued Failure Points shall be cancelled;
 - (iii) the term of such agreement shall be equal to the term from the Termination Date until the Expiry Date; and
 - (iv) any other amendments which do not adversely affect Project Co.
- (p) "**New Project Co**" means the person who has entered or who will enter into the New Agreement with NBGH.
- (q) "**Post Termination Service Amount**" means, for the purposes of Section 3.3 of this Schedule 23, for the whole or any part of a Payment Period for the period from the Termination Date to the Compensation Date, an amount equal to the Maximum Service Payment which would have been payable under this Project Agreement had this Project Agreement not been terminated, less an amount equal to the aggregate (without double counting) of:
- (i) the reasonable and proper cost to NBGH of procuring the Project Co Services;
 - (ii) the Market Value Availability Deduction Amount for that Payment Period; and
 - (iii) the Rectification Costs incurred by NBGH in that Payment Period.
- (r) "**Prohibited Acts Termination Sum**" has the meaning given to it in Section 5.1(b) of this Schedule 23.
- (s) "**Qualification Criteria**" means the criteria that NBGH requires tenderers to meet as part of the Tender Process, which (subject to compliance with Applicable Law) shall include the following:
- (i) that the tenders confirm acceptance of the New Agreement terms;

- (ii) that the tenderers have, and are able to demonstrate on an indicative basis on request, the financial ability to pay the lump sum tendered;
 - (iii) that tenderers may only bid on the basis of a single lump sum payment to be paid by the tenderer;
 - (iv) that the tenderer is experienced in providing the Project Co Services or similar services;
 - (v) that the technical solution proposed by the tenderers is capable of delivery and the tenderer is technically capable of delivery of the Project Operations; and
 - (vi) any other tender criteria established by NBGH, acting reasonably.
- (t) **"Qualifying Tender"** means a tender that meets all of the Qualification Criteria.
- (u) **"Qualifying Tenderer"** means a tenderer who submits a Qualifying Tender.
- (v) **"Rectification Costs"** means, for the purposes of any Termination Date that occurs after the Substantial Completion Date, an amount equal to the reasonable and proper costs incurred by NBGH in a particular Payment Period or part of a Payment Period in ensuring that the Project Co Services are available.
- (w) **"Subcontractor Losses"** means, subject to Project Co's obligations under this Project Agreement to limit any compensation to Subcontractors:
- (i) the amount reasonably and properly payable by Project Co to the Construction Contractor under the terms of the Construction Contract as a direct result of the termination of this Project Agreement (including any reasonable commercial breakage fee), provided that such amount shall be reduced to the extent that Project Co or Subcontractors fail to take commercially reasonable steps to mitigate such amount; and
 - (ii) the amount reasonably and properly payable by Project Co to the Service Provider under the terms of the Service Contract as a direct result of the termination of this Project Agreement (including any reasonable commercial breakage fee), provided that such amount shall be reduced to the extent that Project Co or Subcontractors fail to take commercially reasonable steps to mitigate such amount,
- provided that, in both cases, no account should be taken of any liabilities and obligations of Project Co to the Subcontractors arising out of:
- (iii) any loss of overhead or profit of such Subcontractor relating to any period or costs after the Termination Date (save to the extent the same are properly included in any reasonable commercial breakage fee set out in any of the Ancillary Documents);

- (iv) agreements or arrangements entered into by Project Co or the Subcontractors to the extent that such agreements or arrangements were not entered into in connection with those parties' obligations in relation to the Project; or
- (v) agreements or arrangements entered into by Project Co or the Subcontractors other than in the ordinary course of business and on commercial arm's length terms, save to the extent that amounts would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial arm's length terms.
- (x) "**Tender Costs**" means the reasonable and proper costs of NBGH incurred in carrying out the Tender Process or in connection with any calculation of the Estimated Fair Value.
- (y) "**Tender Process**" means the process by which NBGH requests tenders from any parties interested in entering into a New Agreement, evaluates the responses from those interested parties and enters into a New Agreement with a new Project Co, in accordance with Section 3.3 of this Schedule 23.
- (z) "**Tender Process Monitor**" has the meaning given in Section 3.3(g) of this Schedule 23.

2. COMPENSATION ON TERMINATION FOR NBGH DEFAULT OR CONVENIENCE

2.1 Compensation

- (a) If Project Co terminates this Project Agreement pursuant to Section 45 of this Project Agreement or NBGH terminates this Project Agreement pursuant to Section 46.2 of this Project Agreement, NBGH shall pay to Project Co the NBGH Default Termination Sum.
- (b) The "**NBGH Default Termination Sum**" shall be an amount equal to the aggregate of:
 - (i) the Debt Amount;
 - (ii) the Employee Termination Payments and Subcontractor Losses; and
 - (iii) an amount which, if paid on the Termination Date and taken together with all dividends (or other Distributions) paid on the Equity Capital on or before the Termination Date and other Distributions made on or before the Termination Date and taking account of the actual timing of all such payments, but, in any event, excluding all amounts (whether for costs, overhead, profit or otherwise) after the Termination Date, gives a nominal internal rate of return to the Termination Date equal to the Equity IRR on the amount paid for Equity Capital (to the extent that such Equity Capital has been applied by the Plenary Parties for the purposes of the Project);

LESS, the aggregate (without double counting) of the following, to the extent it is a positive amount:

- (iv) all credit balances on any bank accounts held by or on behalf of any Plenary Party on the Termination Date and the value of any right of Project Co to receive insurance proceeds (save where such insurance proceeds are to be applied in reinstatement, restoration or replacement, or, in the case of third party legal liability, in satisfaction of the claim, demand, proceeding or liability or where NBGH is required to procure insurances and to make proceeds available to Project Co under this Project Agreement and it has failed to do so) or sums due and payable from third parties other than sums wholly unrelated to the Project Operations, the Project and this Project Agreement (but only when received from third parties) but excluding any claims under any Subcontracts or claims against other third parties which have not been determined or have been determined but not yet paid, provided that, in such case, Project Co shall assign any such rights and claims under the Subcontracts or claims against other third parties (other than claims against other third parties wholly unrelated to the Project Operations, the Project and this Project Agreement) to NBGH and, at no additional cost to Project Co, give NBGH reasonable assistance in prosecuting such claims;
- (v) to the extent realized before the Invoice Date, the market value of any other assets and rights of Project Co (other than those transferred to NBGH pursuant to this Project Agreement) less liabilities of Project Co properly incurred in carrying out its obligations under this Project Agreement as at the Termination Date, provided that no account should be taken of any liabilities and obligations of Project Co arising out of:
 - (A) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; or
 - (B) agreements or arrangements entered into by Project Co other than in the ordinary course of business and on commercial arm's length terms, save to the extent that liabilities and obligations would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial arm's length terms; and
- (vi) amounts which NBGH is entitled to set off pursuant to Section 48.2 of this Project Agreement,

provided that the NBGH Default Termination Sum shall never be less than the Debt Amount.

- (c) To the extent that such assets and rights referred to in Section 2.1(b)(v) are not realized and applied pursuant thereto, Project Co shall, on payment of the NBGH Default Termination Sum, assign such assets and rights to NBGH.

- (d) NBGH shall pay the NBGH Default Termination Sum in accordance with Section 7 of this Schedule 23.

3. COMPENSATION FOR PROJECT CO DEFAULT

3.1 Compensation

- (a) Save and except where Sections 5 or 6 apply, if NBGH terminates this Project Agreement pursuant to Section 44 of this Project Agreement, NBGH shall pay to Project Co either the Adjusted Highest Qualifying Tender Price according to the retendering procedure set out in Section 3.3 of this Schedule 23 or the Adjusted Estimated Fair Value according to the no retendering procedure set out in Section 3.4 of this Schedule 23, as applicable.

3.2 Retendering Election

- (a) NBGH shall be entitled to retender the provision of the Project Operations in accordance with Section 3.3 of this Schedule 23 and the provisions thereof shall apply if:
- (i) NBGH notifies Project Co on or before the date falling 30 days after the Termination Date; and
 - (ii) there is a Liquid Market,

but, otherwise, NBGH shall require a determination in accordance with the no retendering procedure set out in Section 3.4 of this Schedule 23 and the provisions thereof shall apply.

- (b) Until it is determined that the basis for determining the compensation to Project Co will be the no retendering procedure set out in Section 3.4 of this Schedule 23, Project Co shall continue to provide the Project Co Services and NBGH shall pay Project Co in accordance with Section 3.3(e).

3.3 Retendering Procedure

- (a) The objective of the Tender Process shall be to enter into a New Agreement with a Qualifying Tenderer.
- (b) NBGH shall commence the Tender Process promptly after delivering the notice pursuant to Section 3.2(a) and use commercially reasonable efforts to complete the Tender Process as soon as practicable.
- (c) NBGH shall, as soon as reasonably practicable, notify Project Co of the Qualification Criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process and shall act reasonably in setting such requirements and terms.
- (d) Project Co authorizes the release of any information by NBGH under the Tender Process which would otherwise be prevented under Section 51 of this Project Agreement that is reasonably required as part of the Tender Process.

- (e) Project Co shall continue to provide the Project Co Services, and, for all or any part of a Payment Period falling within the period from the Termination Date to the Compensation Date, NBGH shall pay to Project Co:
- (i) the Post Termination Service Amount for each completed Payment Period, on or before the date falling 20 Business Days after the end of that Payment Period; and
 - (ii) the Post Termination Service Amount for the period from the end of the last completed Payment Period until the Compensation Date, on or before the date falling 30 days after the Compensation Date.
- (f) If any Post Termination Service Amount is negative, then the amount by which the Post Termination Service Amount is negative shall be carried forward and may be set off against any future positive Post Termination Service Amounts.
- (g) Project Co may, at its own cost, appoint a person (the "**Tender Process Monitor**") to monitor the Tender Process for the purpose of monitoring and reporting to Project Co and the Lenders on NBGH's compliance with the Tender Process. The Tender Process Monitor shall enter into a confidentiality agreement with NBGH in a form acceptable to NBGH and shall be entitled to attend all meetings relating to the Tender Process, inspect copies of all the tender documentation and bids and make representations to NBGH as to compliance with the Tender Process. NBGH shall not be bound to consider or act upon such representations. The Tender Process Monitor will not disclose confidential information to Project Co or the Lenders but shall be entitled to advise Project Co and the Lenders on whether it considers that NBGH has acted in accordance with the Tender Process and correctly determined the Adjusted Highest Qualifying Tender Price.
- (h) As soon as practicable after tenders have been received, NBGH shall, acting reasonably, review and assess the Qualifying Tenders and shall notify Project Co of the Adjusted Highest Qualifying Tender Price.
- (i) If Project Co refers a Dispute relating to the Adjusted Highest Qualifying Tender Price to dispute resolution in accordance with Schedule 27 - Dispute Resolution Procedure, NBGH shall, irrespective of such Dispute, be entitled to enter into a New Agreement.
- (j) NBGH shall pay the Adjusted Highest Qualifying Tender Price in accordance with Section 7 of this Schedule 23.
- (k) NBGH may elect, by notice to Project Co at any time prior to NBGH ascertaining the Adjusted Highest Qualifying Tender Price, to follow the no retendering procedure set out in Section 3.4 of this Schedule 23. In addition, NBGH shall follow such no retendering procedure if:
- (i) only one Qualifying Tender is received; or
 - (ii) a New Agreement has not been entered into and compensation paid under Section 7.2 on or before the date falling 18 months after the Termination Date.

- (l) Project Co may give written notice to NBGH at any time after the Termination Date and prior to the date for receipt of Qualifying Tenders that a Liquid Market does not exist (or shall not exist on the date for receipt of Qualifying Tenders). If NBGH is in agreement with such notice, the provisions of Section 3.4 of this Schedule 23 shall apply. If NBGH provides a written response within 10 Business Days of receipt of such notice stating that it is in disagreement with that notice or if no written response is provided by NBGH within such 10 Business Day period, the matter shall be referred for determination in accordance with Schedule 27 - Dispute Resolution Procedure.

3.4 No Retendering Procedure

- (a) Subject to Section 3.4(b), if the provisions of this Section 3.4 apply, Project Co shall not be entitled to receive any Post Termination Service Amount.
- (b) If NBGH elects to require a determination in accordance with this Section 3.4 after it has elected to follow the procedure set out in Section 3.3, then NBGH shall continue to pay to Project Co each Post Termination Service Amount until the Compensation Date in accordance with Section 3.3.
- (c) In determining the Estimated Fair Value, the parties shall be obliged to follow the principles set out below:
- (i) All forecast amounts should be calculated in nominal terms as at the Termination Date. Where relevant, adjustments for forecast inflation between the date of calculation and the forecast payment date(s), as set out in this Project Agreement, will be made and, if made, will use an assumed inflation rate of 2% per annum.
 - (ii) The total of all payments of the Monthly Service Payments forecast to be made from the Termination Date to the Expiry Date, assuming that no Deductions will be made over that period, shall be calculated and discounted at the Discount Rate.
 - (iii) The total of all costs reasonably forecast to be incurred by NBGH as a result of termination shall be calculated and discounted at the Discount Rate, such costs to include (without double counting):
 - (A) a contingency amount based on a reasonable risk assessment of any cost overruns that may reasonably arise (including in respect of any matter referred to in this Section 3.4(c)(iii)) whether or not forecast in the relevant base case and represented in the Financial Model as of the date of Financial Close;
 - (B) the costs of obtaining or providing the Project Co Services reasonably forecast to be incurred by NBGH from the Termination Date to the Expiry Date to the standard required; and
 - (C) any rectification costs (including Rectification Costs) required to deliver the Project Operations to the standard required, including, if applicable, to complete the Works, any costs reasonably forecast to be incurred by

NBGH for up-front finance fees and related costs (excluding principal and interest payments) that would not arise at the time or in the future had the termination not occurred, and any other additional operating costs required to restore operating services standards less (to the extent that such sums are included in any calculation of rectification costs (including Rectification Costs) for the purposes of this Section 3.4(c)(iii)(C)) the aggregate of:

- (1) any insurance proceeds received or which will be received pursuant to policies maintained in accordance with Schedule 25 - Insurance and Performance Security Requirements; and
- (2) amounts payable by NBGH in respect of Capital Expenditures under this Project Agreement which have not been paid,

in each case, such costs to be forecast at a level that will deliver the Project Co Services and other Project Operations to the standards required by this Project Agreement and to achieve the full Monthly Service Payments (without Deductions).

- (iv) The Estimated Fair Value shall be equal to the total of the discounted values of the payments calculated pursuant to Section 3.4(c)(ii) less the total of the discounted values of the costs calculated pursuant to Section 3.4(c)(iii).
 - (v) The calculation will take into consideration the obligations of the Parties with respect to allowances and payments under this Project Agreement.
- (d) If the parties cannot agree on the Estimated Fair Value, then the Estimated Fair Value shall be determined in accordance with Schedule 27 - Dispute Resolution Procedure.
 - (e) NBGH shall pay the Adjusted Estimated Fair Value in accordance with Section 7 of this Schedule 23.

4. CONSEQUENCES OF TERMINATION FOR FORCE MAJEURE

4.1 Consequences

- (a) If Project Co or NBGH terminates this Project Agreement pursuant to Section 46.1 of this Project Agreement, NBGH shall pay to Project Co the Force Majeure Termination Sum.
- (b) The "**Force Majeure Termination Sum**" shall be an amount equal to the aggregate of:
 - (i) the Debt Amount;
 - (ii) the Employee Termination Payments and Subcontractor Losses (but excluding therefrom any claims for loss of profit); and

- (iii) an amount equal to the Equity Capital (as at Financial Close), less all dividends (or other Distributions) paid on the Equity Capital on or before the Termination Date and other Distributions made on or before the Termination Date, provided that where such amount is negative, it shall be deemed instead to be zero;

LESS, the aggregate (without double counting) of the following, to the extent it is a positive amount:

- (iv) all credit balances on any bank accounts held by or on behalf of any Plenary Party on the Termination Date and the value of any right of Project Co to receive insurance proceeds (save where such insurance proceeds are to be applied in reinstatement, restoration or replacement, or, in the case of third party legal liability, in satisfaction of the claim, demand, proceeding or liability or where NBGH is required to procure insurances and to make proceeds available to Project Co under this Project Agreement and it has failed to do so) or sums due and payable from third parties other than sums wholly unrelated to the Project Operations, the Project and this Project Agreement (but only when received from third parties) but excluding any claims under any Subcontracts or claims against other third parties which have not been determined or have been determined but not yet paid, provided that, in such case, Project Co shall assign any such rights and claims under the Subcontracts or claims against other third parties (other than claims against other third parties wholly unrelated to the Project Operations, the Project and this Project Agreement) to NBGH and, at no additional cost to Project Co, give NBGH reasonable assistance in prosecuting such claims; and
- (v) to the extent realized before the Invoice Date, the market value of any other assets and rights of Project Co (other than those transferred to NBGH pursuant to this Project Agreement) less liabilities of Project Co properly incurred in carrying out its obligations under this Project Agreement as at the Termination Date, provided that no account should be taken of any liabilities and obligations of Project Co arising out of:
 - (A) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; or
 - (B) agreements or arrangements entered into by Project Co other than in the ordinary course of business and on commercial arm's length terms, save to the extent that liabilities and obligations would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial arm's length terms; and
- (vi) amounts which NBGH is entitled to set off pursuant to Section 48.2 of this Project Agreement,

provided that the Force Majeure Termination Sum shall never be less than the Debt Amount.

- (c) To the extent that such assets and rights referred to in Section 4.1(b)(v) are not realized and applied pursuant thereto, Project Co shall, on payment of the Force Majeure Termination Sum, assign such assets and rights to NBGH.
- (d) NBGH shall pay the Force Majeure Termination Sum in accordance with Section 7 of this Schedule 23.

5. CONSEQUENCES OF TERMINATION FOR PROHIBITED ACTS

5.1 Consequences

- (a) If NBGH terminates this Project Agreement pursuant to Section 59 of this Project Agreement, NBGH shall pay to Project Co the Prohibited Acts Termination Sum.
- (b) The "**Prohibited Acts Termination Sum**" shall be an amount equal to the aggregate of:
 - (i) the Debt Amount; and
 - (ii) the following amounts calculated in respect of the Construction Contractor, if the Construction Contractor is not responsible for a Prohibited Act, and the Service Provider, if the Service Provider is not responsible for a Prohibited Act, and which Project Co can demonstrate will be paid directly to such persons:
 - (A) the Employee Termination Payments; and
 - (B) as applicable, the Construction Contractor's and Service Provider's out-of-pocket costs incurred as a direct result of termination of this Project Agreement (excluding any breakage fees and overhead and profit of the Construction Contractor and Service Provider, as applicable;

LESS, the aggregate (without double counting) of the following, to the extent it is a positive amount:

- (iii) all credit balances on any bank accounts held by or on behalf of any Plenary Party on the Termination Date and the value of any right of Project Co to receive insurance proceeds (save where such insurance proceeds are to be applied in reinstatement, restoration or replacement, or, in the case of third party legal liability, in satisfaction of the claim, demand, proceeding or liability or where NBGH is required to procure insurances and to make proceeds available to Project Co under this Project Agreement and it has failed to do so) or sums due and payable from third parties other than sums wholly unrelated to the Project Operations, the Project and this Project Agreement (but only when received from third parties) but excluding any claims under any Subcontracts or claims against other third parties which have not been determined or have been determined but not yet paid, provided that, in such case, Project Co shall assign any such rights and claims under the Subcontracts or claims against other third parties (other than claims against other third parties wholly unrelated to the Project Operations, the

Project and this Project Agreement) to NBGH and, at no additional cost to Project Co, give NBGH reasonable assistance in prosecuting such claims; and

- (iv) to the extent realized before the Invoice Date, the market value of any other assets and rights of Project Co (other than those transferred to NBGH pursuant to this Project Agreement) less liabilities of Project Co properly incurred in carrying out its obligations under this Project Agreement as at the Termination Date, provided that no account should be taken of any liabilities and obligations of Project Co arising out of:
 - (A) agreements or arrangements entered into by Project Co to the extent that such agreements or arrangements were not entered into in connection with Project Co's obligations in relation to the Project; or
 - (B) agreements or arrangements entered into by Project Co other than in the ordinary course of business and on commercial arm's length terms, save to the extent that liabilities and obligations would have arisen if such agreements or arrangements had been entered into in the ordinary course of business and on commercial arm's length terms.
- (c) To the extent that such assets and rights referred to in Section 5.1(b)(iv) are not realized and applied pursuant thereto, Project Co shall, on payment of the Prohibited Acts Termination Sum, assign such assets and rights to NBGH.
- (d) NBGH shall pay the Prohibited Acts Termination Sum in accordance with Section 7 of this Schedule 23.

6. CONSEQUENCES OF TERMINATION FOR BREACH OF REFINANCING

6.1 Consequences

- (a) If NBGH terminates this Project Agreement pursuant to a Project Co Event of Default for failing to comply with Section 7.3 of this Project Agreement or Schedule 28 - Refinancing or the Lender assigns, transfers or otherwise disposes of any right, title or interest it may have in, or obligations it may have pursuant to, the Security Documents in breach of the Lenders' Direct Agreement, NBGH shall pay to Project Co a termination sum equivalent to, and calculated and payable in accordance with, the Prohibited Acts Termination Sum less amounts which NBGH is entitled to set off pursuant to Section 48.2 of this Project Agreement.
- (b) NBGH shall pay such termination sum in accordance with Section 7 of this Schedule 23.

7. GENERAL

7.1 Payment and Interest following NBGH Default, Force Majeure, Prohibited Acts or Breach of Refinancing

- (a) In respect of the termination payments to be made pursuant to any of Sections 2, 4, 5 or 6 of this Schedule 23, as soon as practicable after, and, in any event, within 30 days after, the Termination Date, Project Co shall give to NBGH an invoice for the relevant termination sum and sufficient supporting evidence, reasonably satisfactory to NBGH, justifying the amount of the relevant termination sum including a detailed breakdown of each of the individual items comprising such sum.
- (b) NBGH shall pay to Project Co:
- (i) the relevant termination sum within 60 days after the Invoice Date; and
 - (ii) interest on the relevant termination sum (or any part of such sum that remains outstanding) from the Termination Date until the date of payment:
 - (A) at the No Default Interest Rate for the period from (but excluding) the Termination Date to (and including) the date which is 60 days after the Invoice Date; and
 - (B) thereafter, at the Default Interest Rate.
- (c) In respect of the termination payments to be made pursuant to any of Sections 4, 5 or 6 of this Schedule 23, if the applicable termination sum is negative, NBGH shall have no obligation to make any payment to Project Co and Project Co shall, within 60 days after the Invoice Date, pay to NBGH the amount by which such termination sum is negative, failing which Project Co shall also thereafter pay interest thereon until the date of payment at the Default Interest Rate.

7.2 Payment and Interest following Project Co Default - Retendering Procedure

- (a) Following the retendering procedure set out in Section 3.3 of this Schedule 23, NBGH shall pay to Project Co the Adjusted Highest Qualifying Tender Price no later than the date falling 30 days after the later of:
- (i) the date on which NBGH enters into the New Agreement with the New Project Co; and
 - (ii) if Project Co has, pursuant to Section 3.3(i) of this Schedule 23, referred a Dispute relating to the Adjusted Highest Qualifying Tender Price to be resolved in accordance with Schedule 27 - Dispute Resolution Procedure, the date on which the Dispute is finally determined, provided that NBGH shall pay the undisputed amount on the date referred to in Section 7.2(a)(i),

together with interest thereon at the No Default Interest Rate from the date on which NBGH entered into the New Agreement until the date that such payment is due and payable, and thereafter with interest at the Default Interest Rate.

- (b) If the Adjusted Highest Qualifying Tender Price is negative, NBGH shall have no obligation to make any payment to Project Co and Project Co shall, on the date of the New Agreement, pay NBGH the amount by which such termination sum is negative, failing which Project Co shall also thereafter pay interest thereon until the date of payment at the Default Interest Rate.

7.3 Payment and Interest following Project Co Default - No Retendering Procedure

- (a) If NBGH follows the no retendering procedure set out in Section 3.4 of this Schedule 23, NBGH shall pay to Project Co the Adjusted Estimated Fair Value no later than the date falling 60 days after the date on which the Adjusted Estimated Fair Value has been agreed or determined in accordance with Section 3.4 of this Schedule 23, together with interest on such amount calculated in accordance with Section 7.1(b)(ii) above.
- (b) If the Adjusted Estimated Fair Value is negative, NBGH shall have no obligation to make any payment to Project Co and Project Co shall, on the Compensation Date, pay NBGH the amount by which the Adjusted Estimated Fair Value is negative, failing which Project Co shall also thereafter pay interest thereon until the date of payment at the Default Interest Rate.

7.4 Costs

- (a) The costs and expenses to be taken into account in the calculation of all termination sums due pursuant to this Schedule 23 shall only be such costs and expenses to the extent that they are reasonable and proper in quantum and shall have been or will be reasonably and properly incurred.

7.5 Undisputed Amounts

- (a) If the calculation of any termination amount is disputed then any undisputed amount shall be paid in accordance with this Section 7 and the disputed amount shall be dealt with in accordance with Schedule 27 - Dispute Resolution Procedure.

7.6 Outstanding Debt Amount

- (a) NBGH shall be entitled to rely on a certificate of the Lenders' Agent as conclusive as to the Debt Amount outstanding at any relevant time.
- (b) If a receipt or other acknowledgement is given by the Lenders' Agent acknowledging or otherwise confirming receipt of payment or payments in respect of the Debt Amount (and, where appropriate, any accrued interest or breakage costs as certified in accordance with Section 7.6(a) above), such receipt or other acknowledgement shall discharge NBGH's obligation to pay such portion of compensation due to Project Co that is equal to the amount acknowledged or confirmed.

SCHEDULE 24**EXPIRY TRANSITION PROCEDURE****1. Independent Inspector**

- 1.1 Not less than 42 months prior to the Expiry Date, the Parties shall agree upon and engage an independent and suitably qualified and experienced person (the "**Independent Inspector**") to carry out inspections of the Facility pursuant to this Schedule 24.
- 1.2 Project Co and NBGH shall share equally the responsibility for the payment of all fees and costs of the Independent Inspector.
- 1.3 In the event of the Independent Inspector's engagement being terminated otherwise than for full performance, the Parties shall liaise and cooperate with each other in order to appoint a replacement as soon as reasonably practicable, and in any event within 10 Business Days of the termination of the last Independent Inspector's engagement.
- 1.4 In the event the Parties fail to agree upon the identity of the Independent Inspector either pursuant to Section 1.1 or Section 1.3 of this Schedule 24 by the specified deadline, then the Independent Inspector shall be selected as follows:
- (a) each Party shall within 10 Business Days thereafter select three independent and suitably qualified and experienced persons that would be acceptable to that Party as the Independent Inspector, and shall provide notice thereof to the other Party; and
 - (b) if the Parties have both selected a common person, then such common person shall be the Independent Inspector; or
 - (c) if the Parties have not selected a common person, then the Independent Inspector shall be selected in accordance with Schedule 27 - Dispute Resolution Procedure.

2. Condition of Facilities on Expiry

- 2.1 Subject to the exceptions specified in Section 2.2, on the Expiry Date:
- (a) each element of the Facility and the Site (including the ground soil located on the Site) shall be in a condition which is consistent with due performance by Project Co of its obligations under this Project Agreement and, in particular, is consistent with the Facility having been maintained in accordance with the Scheduled Maintenance Plan and the Lifecycle Replacement Schedule, and, with respect to the Site and the ground soil located on the Site, does not deviate from the Pre-Existing Environmental Site Conditions by reason of any Contamination for which Project Co is responsible pursuant to this Project Agreement;

- (b) each element of the Facility shall be in good operating order (Normal Wear and Tear excepted) and capable of performing in accordance with the performance specifications and standards set out in Schedule 15 - Output Specifications; and
- (c) each element of the Facility shall be in a condition which ensures that such element of the Facility will have a reasonable likelihood of completing its Replacement Lifecycle and/or remaining lifecycle in good condition and operating order (Normal Wear and Tear excepted), and, if applicable, shall not have any structural faults, deterioration and/or defect,

(collectively, the "**Expiry Transition Requirements**").

- 2.2 For greater certainty, this Schedule 24 shall not apply to any Equipment to be maintained by NBGH in accordance with this Project Agreement.

3. Facility Inspections

- 3.1 The Parties shall cause the Independent Inspector to perform an inspection of the Facility and to produce and deliver to each of the Parties a written report (a "**Facility Condition Report**") not less than 3 years prior to the Expiry Date that:

- (a) identifies the condition of the Facility and each element of the Facility (subject to the exceptions specified in Section 2.2) in relation to the Expiry Transition Requirements;
- (b) assesses Project Co's business case related to capital replacement (which, for greater certainty, will include consideration of energy consumption), and provides the Independent Inspector's opinion on both the adequacy of Project Co's proposed strategy and the consistency of Project Co's proposed strategy with the business case methodology and lifecycle strategy set out in Appendix A hereto;
- (c) identifies any works required to ensure the Facility and each element of the Facility (subject to the exceptions specified in Section 2.2) will meet the Expiry Transition Requirements on the Expiry Date (the "**Expiry Transition Works**"), and specifying the Contract Year in which each of those Expiry Transition Works would be required;
- (d) specifies the Independent Inspector's estimate of the costs that would be required to perform the Expiry Transition Works (the "**Expiry Transition Works Costs**"); and
- (e) details how the Expiry Transition Works Costs were calculated.

- 3.2 The Parties shall cause the Independent Inspector to perform another inspection of the Facility and produce and deliver to each of the Parties an updated Facility Condition Report (the "**Revised Facility Condition Report**") not less than 12 months prior to the Expiry Date.

- 3.3 The Scheduled Maintenance Plan, the Five Year Maintenance Plan and the Lifecycle Replacement Schedule shall be amended and updated, as applicable, to include all Expiry Transition Works identified in either the Facility Condition Report or the Revised Facility Condition Report not already included in the then current Scheduled Maintenance Plan, Five Year Maintenance Plan or Lifecycle Replacement Plan.
- 3.4 Project Co shall carry out the Expiry Transition Works at its own cost notwithstanding that the actual cost of the Expiry Transition Works may be higher than the Expiry Transition Works Costs.
- 3.5 Either Party may dispute the Facility Condition Report or the Revised Facility Condition Report, including the Expiry Transition Works and the Expiry Transition Works Costs, in accordance with Schedule 27 - Dispute Resolution Procedure. In the event that a final determination in accordance with Schedule 27 - Dispute Resolution Procedure specifies Expiry Transition Works or Expiry Transition Works Costs which are different than those set out in either the Facility Condition Report or the Revised Facility Condition Report, then either the Facility Condition Report or the Revised Facility Condition Report, as the case may be, shall be deemed to be amended accordingly, and the Scheduled Maintenance Plan, Five Year Maintenance Plan and Lifecycle Replacement Schedule, as amended pursuant to Section 3.3, and all deductions and payments permitted or required by Section 4, shall be adjusted accordingly.

4. Payments To and From Escrow Account

- 4.1 Following the date for delivery of the Facility Condition Report, for the purposes of Section 4.2, the Parties shall review the amount of the Expiry Transition Works Costs and the level of capital expenditure Project Co has allocated to spend in the same period pursuant to the Financial Model (the "**Expiry Lifecycle Costs**"). Where the Expiry Transition Works Costs are greater than the Expiry Lifecycle Costs, the difference between the Expiry Transition Works Costs and the Expiry Lifecycle Costs shall be apportioned equally over the Payment Periods from the date the Facility Condition Report is to be delivered hereunder to the Expiry Date (each installment being the "**Expiry Transition Amount**"). If the Facility Condition Report is delivered after the date for delivery hereunder, then the first installment to be paid shall also include the amounts to be paid under the installments that would have been payable prior to the date the Facility Condition Report is delivered. Where the Expiry Transition Works Costs are amended pursuant to Section 3.2 or 3.5, the Parties agree that the Expiry Transition Amount shall be adjusted accordingly.
- 4.2 Subject to Sections 4.3 and 4.5, NBGH may deduct the Expiry Transition Amount from each Monthly Service Payment, and pay into a separate interest bearing bank account, upon escrow terms acceptable to the Parties or in trust (the "**Escrow Account**"), the Expiry Transition Amount. If in any Payment Period, the Expiry Transition Amount is greater than the relevant Monthly Service Payment, NBGH may deduct the difference between the Expiry Transition Amount and the Monthly Service Payment from the next Monthly Service Payment or from such other Payment Period as otherwise agreed between the Parties.

- 4.3 NBGH shall not deduct any amount from a Monthly Service Payment as contemplated in Section 4.2 if, at such time, the funds in the Escrow Account exceed the value (based on the Expiry Transition Works Costs) of all or any part of the Expiry Transition Works (as amended) yet to be performed.
- 4.4 Project Co may from time to time, but not more often than once in any month, make written request for release of funds from the Escrow Account. NBGH shall consider such request within 10 Business Days and if the funds in the Escrow Account exceed the value (based on the Expiry Transition Works Costs) of all or any part of the Expiry Transition Works (as amended) yet to be performed, then NBGH shall pay the excess to Project Co from the Escrow Account within 10 Business Days thereafter, together with any interest that has accrued on such amount. Project Co shall include with its request all information reasonably required by NBGH to evaluate such request.
- 4.5 Following the date of the Revised Facility Condition Report, if the amount in the Escrow Account (being the deductions of the Expiry Transition Amount made since the Facility Condition Report) together with the deductions to be made from the remaining Monthly Service Payments is less than the value (based on the Expiry Transition Works Costs) of the remaining Expiry Transition Works (as amended) yet to be performed, then NBGH may deduct such shortfall, in equal installments, from each remaining Monthly Service Payment until the Expiry Date, and pay each installment into the Escrow Account and Section 4.4 shall continue to apply until the Expiry Date.
- 4.6 As an alternative to the deductions permitted by Sections 4.2 and 4.5 or the retention of any amount in the Escrow Account pursuant to the foregoing provisions of this Section 4, Project Co may (and if, at any time, the amounts which NBGH is permitted to deduct pursuant to Sections 4.2 and 4.5 is greater than the remaining Monthly Service Payments, Project Co shall), within 5 Business Days of a written request from NBGH, provide a bond or letter of credit (the "**Expiry Transition Security**") in favour of NBGH in an amount equal to the amounts which NBGH is permitted to deduct pursuant to Sections 4.2 and 4.5, in a form and from a surety or bank, as applicable, acceptable to NBGH.

5. Project Co Not Relieved of Obligations

- 5.1 Notwithstanding:
- (a) any agreement of NBGH to any Expiry Transition Works, Expiry Transition Works Costs or Expiry Transition Security;
 - (b) any participation of NBGH in any inspection under this Schedule 24; and
 - (c) the complete or partial carrying out of the Expiry Transition Works,

Project Co shall not be relieved or absolved from any obligation to conduct any other inspection or to perform any other works to the extent otherwise required by this Project Agreement, including without limitation the Output Specifications.

6. Final Facility Condition Report

- 6.1 The Parties shall cause the Independent Inspector to perform an inspection of the Facility and to produce and deliver to each of the Parties a Facility Condition Report within 30 Business Days after the Expiry Date (the "**Final Facility Condition Report**") that documents whether the Facility met the Expiry Transition Requirements on the Expiry Date, as well as identifying any Expiry Transition Works and Expiry Transition Works Costs.
- 6.2 If the Final Facility Condition Report identifies any Expiry Transition Works, NBGH may withdraw from the Escrow Account or call upon the Expiry Transition Security an amount equivalent to such Expiry Transition Works Costs, and NBGH shall pay any remaining funds in the Escrow Account (including any interest accrued) to Project Co and return any remaining Expiry Transition Security to Project Co.
- 6.3 Provided that the funds in the Escrow Account and/or the Expiry Transition Security is adequate to meet Project Co's obligations in respect of the Expiry Transition Works identified in the Final Facility Condition Report, following any withdrawal from the Escrow Account or call upon the Expiry Transition Security in accordance with Section 6.2, Project Co shall have no further liability with respect to such Expiry Transition Works.
- 6.4 If no Expiry Transition Works are identified in the Final Facility Condition Report, NBGH shall, within 20 Business Days of receipt by NBGH of the Final Facility Condition Report, pay the funds in the Escrow Account (including any interest accrued) to Project Co and return the Expiry Transition Security to Project Co, unless NBGH disputes the Final Facility Condition Report, in which case the Escrow Account and Expiry Transition Security shall be dealt with as determined in accordance with Schedule 27 - Dispute Resolution Procedure.

APPENDIX A

LIFECYCLE REPLACEMENT SCHEDULE

[REDACTED]

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SCHEDULE 25**INSURANCE AND PERFORMANCE
SECURITY REQUIREMENTS****1. Works Phase Insurance Coverage**

- 1.1 NBGH shall, at its own expense, obtain and maintain professional errors and omissions insurance as further described in Appendix A to this Schedule 25.
- 1.2 Subject to Section 8, from and after execution of this Project Agreement and until the Substantial Completion Date, Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, the following insurances as further described in Appendix A to this Schedule 25:
- (a) property builders' risk "all risks";
 - (b) wrap-up liability;
 - (c) boiler and machinery;
 - (d) contactors pollution liability – claims made basis;
 - (e) automobile liability; and
 - (f) commercial general liability (to be maintained by the Construction Contractor).

2. Services Phase Insurance Coverage

- 2.1 Subject to Section 8, from and after the Substantial Completion Date and until the Expiry Date, Project Co shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, the following insurances as further described in Appendix A to this Schedule 25:
- (a) property;
 - (b) commercial general liability;
 - (c) boiler and machinery;
 - (d) pollution liability;
 - (e) automobile liability; and
 - (f) employee dishonesty (crime).

3. No Limit on Recovery

3.1 Notwithstanding any other provision of this Project Agreement, it is hereby agreed that the limits of liability specified in this Schedule 25 for insurance policies, whether such policies are required to be obtained by NBGH or by Project Co, shall in no way limit Project Co's liability or obligations to NBGH or NBGH's liability or obligations to Project Co, as applicable.

4. Additional Cover

4.1 Without prejudice to the other provisions of this Schedule 25, each of NBGH and Project Co shall, at all relevant times and at its own expense, obtain and maintain those insurances which it is required to obtain and maintain by Applicable Law or that it considers necessary.

5. Responsibility for Deductibles

5.1 The Party responsible for the matter giving rise to a claim, to the extent responsible therefor, shall be responsible and liable for the payment of deductibles under any policy of insurance under which it is an insured.

6. Cooperation with Insurer's Consultant

6.1 If an insurer or an insurer's appointed consultant, for underwriting purposes or as a term of an insurance policy, needs to review any part of the performance of this Project Agreement, then NBGH and Project Co shall, and shall require the NBGH Parties and the Project Co Parties, respectively, to:

- (a) cooperate with the insurer and its consultant, including providing them with such information and documentation as they may reasonably require; and
- (b) allow the insurer and its consultant to attend meetings between Project Co and NBGH (or, as applicable, and if reasonably required by the insurer, between Project Co and those engaged by or through Project Co).

7. Benchmarking of Insurance Costs

7.1 For purposes of this Section 7, the following terms shall have the following meanings:

- (a) "**Actual Relevant Insurance Cost**" means the aggregate of the annual insurance premiums reasonably incurred by Project Co to maintain the Relevant Insurance during the Insurance Review Period, but excluding Taxes and all broker's fees and commissions.
- (b) "**Base Relevant Insurance Cost**" means \$[REDACTED] for the first Insurance Review Period and, thereafter, means the aggregate of the annual insurance premiums which were projected (as set out in the Financial Model) to be incurred

by Project Co to maintain the Relevant Insurance during the Insurance Review Period, which amounts exclude Taxes and all broker's fees and commissions.

- (c) **"Insurance Cost Differential"** means an amount, based on the Joint Insurance Cost Report, equal to $(ARIC - BRIC) \pm PIC$ where:

ARIC is the Actual Relevant Insurance Cost;

BRIC is the Base Relevant Insurance Cost; and

PIC is any Project Insurance Change.

For the purpose of determining the Insurance Cost Differential, in the event that there is a net increase in the ARIC relative to the BRIC, the Project Insurance Change shall have a negative value and, in the event that there is a net decrease in the ARIC relative to the BRIC, the Project Insurance Change shall have a positive value.

- (d) **"Insurance Review Date"** means each anniversary of the Relevant Insurance Inception Date, except where such date lies beyond the end of the Project Term, in which case the Insurance Review Date shall be the last renewal date of the Relevant Insurance prior to the Expiry Date.
- (e) **"Insurance Review Period"** means a one year period from the Relevant Insurance Inception Date and each subsequent one year period commencing on the first anniversary of the Relevant Insurance Inception Date, except where the end of such period lies beyond the end of the Project Term, in which case the Insurance Review Period shall be the period from the end of the penultimate Insurance Review Period to the last day of the Project Term.
- (f) **"Project Insurance Change"** means any net increase or net decrease in the Actual Relevant Insurance Cost relative to the Base Relevant Insurance Cost, arising from:
- (i) the claims history or re-rating of Project Co or any Project Co Party;
 - (ii) the effect of any change in deductible unless:
 - (1) such change is attributable to circumstances generally prevailing in the Ontario insurance market; and
 - (2) the deductible, further to such change, is either greater than or equal to the maximum deductibles set out in this Schedule 25; and
 - (iii) any other issue or factor other than circumstances generally prevailing in the Ontario insurance market.

- (g) "**Relevant Insurance**" means all policies of insurance to be obtained by Project Co in accordance with Section 2 of this Schedule 25.
- (h) "**Relevant Insurance Inception Date**" means the date on which the Relevant Insurance is first providing active insurance cover to Project Co, being a date no earlier than the Substantial Completion Date.
- 7.2 No later than 60 days prior to each Insurance Review Date, Project Co's insurance broker shall, at Project Co's sole cost and expense, prepare a report on behalf of both Project Co and NBGH (the "**Joint Insurance Cost Report**"), which contains the following information for the relevant Insurance Review Period:
- (a) a full breakdown of the Actual Relevant Insurance Cost;
 - (b) a full breakdown of the Base Relevant Insurance Cost;
 - (c) an assessment and quantification of each Project Insurance Change, together with the reasons therefor;
 - (d) the opinion of Project Co's insurance broker as to the reasons why the Actual Relevant Insurance Cost has varied from the Base Relevant Insurance Cost, specifying the impact of each of the factors and quantifying the amount attributable to each factor;
 - (e) the calculation of the Insurance Cost Differential; and
 - (f) evidence satisfactory to NBGH, acting reasonably, of any changes to circumstances generally prevailing in the Ontario insurance market that are claimed to account for the Insurance Cost Differential.
- 7.3 The Annual Service Payment will be subject to an adjustment in the amount of the Insurance Cost Differential (the "**Insurance Adjustment**") in accordance with Schedule 20 - Payment Mechanism.
- 8. Uninsurable Risks**
- 8.1 The term "**Uninsurable Risk**" means a risk, or any component of a risk, against which Project Co is required to insure pursuant to this Schedule 25 and for which, at any time after the date of this Project Agreement, either:
- (a) the insurance required pursuant to this Schedule 25 (including on the terms and conditions specified for such insurance herein) is not available in relation to that risk from insurers licenced in the Province of Ontario; or
 - (b) the insurance premium payable or the terms and conditions for insuring that risk are such that the risk is not generally being insured against in the Canadian insurance market.

Project Co has the onus of demonstrating, to NBGH's reasonable satisfaction, that the foregoing definition applies to a particular risk.

- 8.2 Project Co shall notify NBGH as soon as possible and, in any event, within 15 Business Days of becoming aware of same, that a risk, or any component of a risk, has become an Uninsurable Risk, and shall provide NBGH with all relevant details in relation to such risk, including a copy of the relevant insurance policy.
- 8.3 Project Co and NBGH shall, as soon as possible following the provision of the notice referred to in Section 8.2, meet to discuss, in good faith, the appropriate means by which the Uninsurable Risk should be managed and, if Project Co and NBGH are able to agree to alternative arrangements, the Uninsurable Risk shall be managed in accordance with such alternative arrangements.
- 8.4 In the event that Project Co and NBGH, each acting in good faith, are unable to agree to alternative arrangements with respect to the management of an Uninsurable Risk within 15 Business Days of the expiry of the period referred to in Section 8.2, NBGH may, in its absolute discretion, either:
- (a) elect to assume responsibility for the Uninsurable Risk and, in respect of the year in which the relevant risk becomes an Uninsurable Risk and every year thereafter, withhold, in equal installments over the course of such year, from the payment or payments otherwise due to Project Co an amount equal to the annual premium (index linked) relating to the Uninsurable Risk as was current on the date immediately prior to the date on which the relevant risk became an Uninsurable Risk, in which case this Project Agreement shall continue in full force and effect; or
 - (b) terminate this Project Agreement in accordance with Section 46.1, as if such termination had occurred as a result of the Parties having failed to reach agreement in accordance with Section 46.1 following the occurrence of an event of Force Majeure, and, in accordance with the provisions of Schedule 23 - Compensation on Termination, pay to Project Co an amount equal to the Force Majeure Termination Sum.
- 8.5 On the occurrence of an Uninsurable Event, NBGH may, in its absolute discretion, either:
- (a) pay to Project Co an amount equal to the insurance proceeds that would have been payable to Project Co in connection with such Uninsurable Event had the relevant insurance continued to be available, in which case this Project Agreement shall continue in full force and effect; or
 - (b) terminate this Project Agreement in accordance with Section 46.1, as if such termination had occurred as a result of the Parties having failed to reach agreement in accordance with Section 46.1 following the occurrence of an event of Force Majeure, and, in accordance with the provisions of Schedule 23 - Compensation on Termination, pay to Project Co an amount equal to the Force Majeure Termination Sum.

8.6 With respect to any Uninsurable Risk:

- (a) Project Co shall continue to approach the insurance market on a regular basis and, in any event, at intervals of not less than 180 days and use reasonable efforts to obtain insurance to cover as much or all of the Uninsurable Risk as can be insured in the available insurance market from time to time; and
- (b) Project Co shall be relieved of its obligation to maintain insurance in respect of the Uninsurable Risk.

8.7 Where a risk which was previously an Uninsurable Risk ceases to be so, Project Co shall, at its own expense, obtain and maintain insurance in accordance with the requirements of this Schedule 25 in respect of the risk and the provisions of this Section 7 shall no longer apply to such risk.

8.8 From and after the Substantial Completion Date, the Parties shall meet on an annual basis to review the scope of insurance coverage and deductibles provided in this Schedule 25, and may make mutually agreed changes thereto.

9. Total or Substantial Destruction

9.1 In the event of damage to, or destruction of, all or substantially all of the Facility for which there is coverage under an insurance policy, any insurance proceeds received by Project Co shall first be applied so as to ensure the performance by Project Co of its obligations under this Project Agreement, including, where appropriate, the reinstatement, restoration or replacement of the Facility or any other assets, materials or goods necessary or desirable for the carrying out of the Project Operations, all in accordance with the terms of the Insurance Trust Agreement.

10. Subcontractors

10.1 Project Co shall require that all Subcontractors are covered by, or obtain, the insurance described in this Schedule 25, provided that Project Co shall determine the applicable limits to be obtained for such insurance. Project Co shall be solely responsible and liable for any damages which NBGH may suffer as a direct result of Project Co's failure to comply with the foregoing.

10.2 If Project Co receives notice that any Subcontractor employed by or through Project Co is not covered by any insurance required by this Schedule 25 to be obtained by Project Co, Project Co shall:

- (a) ensure that such insurance coverage is put in place;
- (b) remove the Subcontractor from the Site and ensure that such Subcontractor does not perform any further part of the Project Operations until after such insurance coverage is put in place; or

- (c) if the Subcontractor cannot be covered by a particular policy as required by this Schedule 25, replace the Subcontractor with a new Subcontractor who can obtain the required insurance coverage.

11. Renewal

- 11.1 Project Co shall provide to NBGH, at least 5 Business Days prior to the expiry date of any policy of insurance required to be obtained by Project Co pursuant to this Schedule 25, evidence of the renewal of such policy satisfactory to NBGH, acting reasonably.

12. Named and Additional Insureds and Waiver of Subrogation

- 12.1 All insurance provided by Project Co shall:
 - (a) for the commercial general liability insurance referred to in Section 2.1(b), have Project Co as named insured and the Lenders' Agent as additional insured to the extent of an insurable interest;
 - (b) for the other insurances referred to in Section 2.1, have Project Co as named insured and, where applicable, the Lenders' Agent as loss payee;
 - (c) contain a waiver of subrogation as against NBGH, NEMHC and their respective directors, officers, employees, servants, consultants and agents;
 - (d) contain a breach of warranty provision whereby a breach of a condition by Project Co will not eliminate or reduce coverage for any other insured; and
 - (e) be primary insurance with respect to any similar coverage provided by any insurance obtained by or available to NBGH or NEMHC.

13. Certificates of Insurance and Certified Copies of Policies

- 13.1 Prior to the commencement of any part of the Works, Project Co will provide NBGH with certificates of insurance confirming that the insurances specified in Section 1.1 have been obtained and are in full force and effect. Certified copies of the entire contents of all relevant insurance policies will be provided to NBGH no later than 90 days after execution of this Project Agreement.
- 13.2 Prior to the commencement of any part of the Project Co Services, Project Co will provide NBGH with certificates of insurance confirming that the insurances specified in Section 2.1 have been obtained and are in full force and effect. Certified copies of the entire contents of all relevant insurance policies will be provided to NBGH no later than 90 days after the Substantial Completion Date.

14. Failure to Meet Insurance Requirements

- 14.1 If Project Co fails to obtain or maintain the insurance required by this Schedule 25, or fails to furnish to NBGH a certified copy of each policy required to be obtained by this

Schedule 25, or if, after furnishing such certified copy, the policy lapses, is cancelled, or is materially altered, then NBGH shall have the right, without obligation to do so, to obtain and maintain such insurance itself in the name of Project Co, and the cost thereof shall either, at NBGH's option, be payable by Project Co to NBGH on demand or be deducted by NBGH from the next payment or payments otherwise due to Project Co.

- 14.2 If coverage under any insurance policy required to be obtained by Project Co should lapse, be terminated or be cancelled, then, if directed by NBGH, all work by Project Co shall immediately cease until satisfactory evidence of renewal is produced.

15. Modification or Cancellation of Policies

- 15.1 All insurance provided by Project Co shall contain endorsements confirming that the policy will not be cancelled, reduced, materially altered or materially amended without the insurer(s) giving at least 30 days prior written notice by registered mail to NBGH, at the address specified by NBGH.

16. Insurers

- 16.1 All policies of insurance to be obtained by Project Co in accordance with this Schedule 25 shall be obtained from an insurer acceptable to NBGH, acting reasonably, and licensed to conduct the business of an insurer in the Province of Ontario.

17. Policy Terms and Conditions

- 17.1 All policies of insurance to be obtained by Project Co in accordance with this Schedule 25 shall be in form and substance satisfactory to NBGH and its insurance advisors, acting reasonably.

18. Failure to Comply

- 18.1 Neither failure to comply nor full compliance by Project Co with the insurance provisions of this Schedule 25 shall relieve Project Co of its liabilities and obligations under this Project Agreement.

19. Performance Security Requirements

[REDACTED]

APPENDIX A
INSURANCE REQUIREMENTS

See attached.

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Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by Project Co

Property Builders' Risk "All Risks"	Value declared equal to [\$REDACTED] Delay in Start Up - [\$REDACTED] Soft Costs – 25% of [\$REDACTED] Extra Expense / Expediting Expense – [\$REDACTED] Contingent Delayed Start-up included: <ul style="list-style-type: none"> • Valuable Papers [\$REDACTED] • Policy to be subject to Limit of Loss • Transit [\$REDACTED] • Unnamed locations: [\$REDACTED] • Professional Fees: [\$REDACTED] • Civil Authority 8wks • Prevention of Ingress/Egress • Debris Removal [\$REDACTED] • Accounts Receivable [\$REDACTED] • Cost of Carrying Financing (24 Months) 	Earthquake 5% of TIV [\$REDACTED] min Flood [\$REDACTED] 30 day waiting period applicable to Delay in Start-up 7 day waiting period applicable to Soft Costs [\$REDACTED] Testing and Commissioning All other losses [\$REDACTED]	<ul style="list-style-type: none"> • Data/Cyber • Fungi and Fungal Derivatives • Excludes faulty work, material, construction and design, but will include resultant damages to DE4 Standard • Terrorism • War • Nuclear or radioactive contamination • Transmission and distribution lines outside insured operations premises • Mould/Pollution 	All Risks Builders' Risk insurance covering the full insurable replacement cost of construction of the Project and including testing and commissioning, Delay in Start-up, Debt Service, Soft Costs, Extra Expense and Expediting Expense coverage and no early occupancy restriction. Such insurance will extend coverage to include Transit and Off Premises coverage
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Property Builders' Risk "All Risks" (Continued)

Comments	<ul style="list-style-type: none"> • Named Insured includes North Bay General Hospital (NBGH), Northeast Mental Health Centre (NEMHC) and Ontario Infrastructure Projects Corporation (OIPC) • Policy is non-cancellable by either Insured or Insurer except for the following reasons: <ul style="list-style-type: none"> – non-payment of premium – abandonment or cancellation of Project – material change in risk • Extensions of Coverage: <ul style="list-style-type: none"> – Frost/Freezing to Concrete – but only resultant damage from a peril not otherwise excluded – Off-Premises Power Interruption – Fire Fighting Expense – Debris Removal – Bylaws – Replacement Cost – Permission to Occupy – Margin of Profit – Joint Loss Agreement – Loss Payee; Project Co as first loss payee (subject to the provisions of Project Agreement sections) – Delay caused by loss at suppliers; premises – Upon Substantial Completion cover will cease and be replaced by Property insurance – operational phase
Underwriters	<ul style="list-style-type: none"> • Principal underwriters will be not less than Qualified Insurers licensed to do business in Canada and with an A. M. Best Rating of A- or better.

Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by Project Co

Wrap-up Liability	<p>• \$[REDACTED] each occurrence</p> <p>Sublimits:-</p> <ul style="list-style-type: none"> • \$[REDACTED] Tenants' Legal Liability • \$[REDACTED] Non-owned Automobile Liability • \$[REDACTED] Forest Fire Fighting Expense • \$[REDACTED] Legal Liability for Damages To Non-owned Automobiles (SEF 94) • \$[REDACTED] Medical Payments • \$[REDACTED] Sudden and Accidental Pollution 	<p>• \$[REDACTED] per occurrence</p> <ul style="list-style-type: none"> • Injury to employees in course of employment (insured elsewhere via Workers' Compensation) • Property in the Insured's care, custody or control • Use of motor vehicles (other than tools of trade unlicensed units) • Damage to the Project except during completed operations • Cyber / Data • Terrorism (to be insured under a separate policy if required) • Mould • Pollution • Lead Based Paint • Asbestos • Professional Liability • War • Nuclear contamination • Damage to existing structures • Employment Practices • Silica 	<p>Wrap-up Liability insurance covering all construction operations on an occurrence basis against claims for Bodily Injury (including Bodily Injury and Death), Property Damage (including Loss of Use), and including Completed Operations Liability insurance for a period of 24 months.</p> <p>Pollution Liability – sudden and accidental pollution coverage to not less than IBC 2313 requirement.</p>
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<i>Comments</i>	<ul style="list-style-type: none"> • 24 months Completed Operations subject to aggregate policy limit • Owners and Contractor's Protective • Named Insured includes Project Co, Construction Contractor, all Sub-Contractors, North Bay General Hospital (NBGH), Northeast Mental Health Centre (NEMHC) and Ontario Infrastructure Projects Corporation (OIPC) • Blanket Contractual Liability • Employers Liability • Contingent Employers' Liability • Broad Form Property Damage and Broad Form Completed Operations • Personal Injury • Cross Liability and Severability of Interest Clause • Employees as Additional Insureds • Blasting/Demolition/Pile Driving/Caisson Work as applicable • Elevator and Hoist collision liability • Notice of Claim • Policy is non-cancellable by either Insured or Insurer except for the following reasons: <ul style="list-style-type: none"> – non-payment of premium
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Wrap-up Liability (Continued)

- abandonment or cancellation of Project
- material change in risk
- Non-owned Automobile – subject to \$[REDACTED] sublimit
- Tenants' Legal Liability (All Risks) – subject to \$[REDACTED] sublimit
- Medical Expenses – subject to sub limit
- Forest Fire Fighting Expenses – subject to \$[REDACTED] sublimit
- Lender as Additional Insured
- Premises and Operations Liability
- Permission for partial road use
- Unlicensed Equipment
- Waiver of Subrogation against all Named and Unnamed Insureds including Owner, Contractor, subcontractors as well as officers, directors and employees of the foregoing
- Incidental Non-Owned Aircraft and Watercraft Liability

Underwriters • Principal underwriters will be not less than Qualified Insurers licensed to do business in Canada and with an A. M. Best Rating of A- or better.

Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by North Bay General Hospital (NBGH)

<p>Owner’s Protective Professional Indemnity (Claims Made Basis)</p> <p>Insurer Form No: ZC 5418 U (01/2000)</p>	<p>\$(REDACTED) minimum per claim / \$(REDACTED) in the aggregate (inclusive of defence and other costs)</p>	<p>\$(REDACTED) per claim</p> <p>This SIR is not in addition to any Design Professional’s recovered underlying insurance, but applies in the instance the Design Professional’s insurance has been exhausted or has not been maintained in compliance with the Minimum Requirements of the Policy. The SIR shall also apply in the instance that the policy is broader than the Design Professional’s primary insurance.</p>	<ul style="list-style-type: none"> • Terrorism • Asbestos • Mold and fungi • Nuclear Liability exclusion • Judgments and awards deemed uninsurable by law. • Lawyer fees and related expenses incurred by the Named Insured resulting from the investigation, adjustment, appeal or making of a claim. This exclusion does not apply to Third Party Claim Expenses. • Any amount awarded by default judgment or other proceeding in which any Design Professional or Design Professional’s Insurer has failed to answer. • A settlement which has been reached with the Design Professional without the express consent of the Insurer. • Any dishonest, fraudulent, criminal, intentional, or malicious act, error or omission, or those of a knowingly wrongful nature committed by, between or at the direction of the Design Professional and/or the Named Insured. • Any claim by the Named Insured against a Design Professional that the Named Insured wholly or partially owns or operates. • The design or manufacture of any goods or products which are sold or supplied by the Design Professional or by anyone under license by the Design Professional. • Liability assumed by the Design 	<p>Project-specific Professional Liability insurance in connection with the design and construction of the Project from beginning of first design, through the construction period, plus coverage for an extended reporting period of five years or to a maximum coverage period of nine years (inclusive of the extended reporting period)</p>
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Professional Liability (Claims Made Basis) (Continued)



- Professional under any contract or agreement; unless such liability would have attached to the Design professional by law in the absence of such agreement.
- Any project that is insured under a specific project policy unless specifically amended in the policy.
 - Express warranties or guarantees
 - Punitive or exemplary damages, fines, penalties or interest, or liquidated punitive or exemplary damages or fees.
 - Any claim against a Design Professional based on any workmanship which is not in accordance with the drawings and specifications with respect to any construction, erection, fabrication, installation, or manufacture. This exclusion applies only if such work is performed in whole or in part by the Design Professional or any entity for whom the Design Professional is legally liable.
 - Refusal or employment, termination of employment, harassment, humiliation or discrimination on any basis or other employment related practices or policies. This exclusion applies whether the Named Insured may be held liable as an employer or in any other capacity.
 - Any obligation for which the Named Insured or any other party shall be liable under any unemployment compensation, workers compensation, employer's liability, disability benefits law, or under any similar law.



Professional Liability (Claims Made Basis) (Continued)

<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured: North Bay General Hospital & North East Mental Health Centre • Insuring Agreement: This policy indemnifies the Named Insured for Damage(s) in excess of the Design Professional's Insurance. This policy also defends Third Party Claims. • Premium is based on \$[REDACTED]. • Policy Period: To be from inception to Project Completion plus Extended Reporting Period, for a total not to exceed eight (8) years. • Retroactive Date: Full retroactive coverage if construction has not yet begun. • Professional Services Covered: All Architectural, Engineering, Land Surveying, Environmental, Landscape Architectural, Interior Design/Space Planning, Soil and Material Testing Services, Geotechnical Services, including their replacements and/or sub-consultants of any tier. NOTE: Construction Management is specifically excluded. • Zurich acknowledges that there is a limitation of liability clause in the contract, i.e., limited to insurance proceeds. • Policy to be non-cancelable except for non-payment, material misrepresentation or concealment of facts, or a material breach of any provision of the policy. <p>Zurich does not warrant the availability of the Design Professional's insurance, nor will it pay until their insurance first indemnifies the Named Insured or has been exhausted due to payment of claims. No insurance is provided to any design firm for their professional liability, and no limitation of liability is to be provided to them by the Named Insured unless specifically approved by Zurich.</p>
Underwriters	<ul style="list-style-type: none"> • Zurich Insurance Company, Toronto

Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by Project Co

Boiler & Machinery Insurance	Minimum limit of \$[REDACTED] Except Principal Extensions of Coverage will be subject to a sublimit of \$[REDACTED]	\$[REDACTED] Direct Damage 48hr Waiting Period Business Interruption	Boiler & Machinery insurance on a comprehensive policy form and on a full replacement cost basis including all necessary endorsements and extensions as well as necessary business interruption and expediting expenses Principal Extensions of coverage as follows: <ul style="list-style-type: none"> • Ammonia Contamination • Automatic Coverage • Bylaws • Errors and Omissions • Expediting Expenses • Hazardous Substances • Professional Fees • Water Damage
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Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by Project Co.

Contractors Pollution Liability – Claims Made Basis	\$[REDACTED] per claim and aggregate for all claims, inclusive of defense and all costs and expenses	\$[REDACTED] per claim inclusive and defense and all costs and expenses	<ul style="list-style-type: none"> • Terrorism 	Pollution Liability insurance covering third party bodily injury and property damage liability, including clean-up costs Microbial Matter (including Fungus/Mold) to be included Underground storage tanks Includes First Party Cleanup
<p><i>Comments</i></p> <ul style="list-style-type: none"> • Named Insured will include officers and directors and any contractors, subcontractors, engineers, consultants and their affiliates directly employed to perform work for this Project. 				
Automobile Liability (For Project Co, all Contractors (Minimum) and sub-contractors)	\$[REDACTED] (Minimum)	To be determined		Standard Ontario Owners Form Business Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any automobile used in connection with the construction of Project on behalf of the consortium

Insurance – Part 1

North Bay Regional Health Centre Project

From First Access to Site until Substantial Completion Date (Insurances for Construction Phase)

Insurances to be provided, or caused to be provided, by Project Co.

<p>Commercial General Liability Insurance</p>	<p>[\$REDACTED] each occurrence</p>	<p>[\$REDACTED] per occurrence</p>	<ul style="list-style-type: none"> • Injury to employees in course of employment (insured elsewhere via Workers' Compensation) • Property in the Insured's care, custody or control • Use of motor vehicles (other than tools of trade unlicensed units) • Damage to the Project except during completed operations • Cyber / Data • Terrorism (to be insured under a separate policy if required) • Mould • Pollution • Lead Based Paint • Asbestos • Professional Liability • War • Nuclear contamination • Damage to existing structures • Employment Practices • Silica 	<p>Commercial general liability insurance covering all construction operations on an occurrence basis against claims for Bodily Injury (including Bodily Injury and Death), Property Damage (including Loss of Use), and including Completed Operations Liability.</p> <p>Pollution Liability – sudden and accidental pollution coverage to not less than IBC 2313 requirement.</p> <p>This commercial general liability insurance will cover off-Site work related to the Project and completed operations that extend beyond the "wrap-up" completed operations period.</p>
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Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

Property Insurance	<p>Full Replacement Cost of all owned property</p> <p>Business Interruption (Gross Profits) – 24 months period of indemnity</p>	<p>Flood \$[REDACTED]</p> <p>Earthquake 5% of the value of the property at the location subject to \$[REDACTED] Minimum</p> <p>All other Perils \$[REDACTED]</p> <p>Business Interruption may be either on a combined PD/BI deductible as noted above or subject to a separate Business Interruption waiting period deductible</p>	<ul style="list-style-type: none"> • Mould • Data/Cyber • Terrorism (unless agreed) 	<p>All Risks Property insurance covering all property to be insured with a sum insured equivalent to the full replacement cost value of the property insured and including necessary business interruption and expediting expenses.</p> <p>Such insurance will extend coverage to include Inland Transportation and Off Premises coverage. If commercially available, such business interruption insurance should be extended to include infectious disease as a peril that triggers the business interruption coverage</p>
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured will include as per Insurance Part 1 (Add in here) • Lenders will be covered as Loss Payee and Mortgagee 			

Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

<p>Commercial General Liability Insurance</p>	<p>[\$REDACTED]</p>	<p>[\$REDACTED]</p>	<ul style="list-style-type: none"> • Asbestos • Mould • Data/Cyber • Terrorism • Professional medical services 	<p>Commercial General Liability insurance covering all operations (excluding professional medical services) on an occurrence basis against claims for personal injury (including bodily injury and death), property damage (including loss of use), and including Products and Completed Operation Liability insurance</p>

Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

<p>Boiler & Machinery Insurance</p>	<p>Limit of \$[REDACTED] Except Principal Extensions of Coverage will be subject to a sublimit of \$[REDACTED]</p>	<p>\$[REDACTED] Direct Damage 48hr Waiting Period Business Interruption</p>	<p>Boiler & Machinery insurance on a comprehensive policy form and on a full replacement cost basis including all necessary endorsements and extensions as well as necessary business interruption and expediting expenses</p> <p>Principal Extensions of coverage as follows:</p> <ul style="list-style-type: none"> • Ammonia Contamination • Automatic Coverage • Bylaws • Errors and Omissions • Expediting Expenses • Hazardous Substances • Professional Fees • Water Damage

Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

<p>Pollution Liability</p>	<p>[\$REDACTED] Minimum Per occurrence and aggregate</p>	<p>[\$REDACTED]</p>	<ul style="list-style-type: none"> • Excluding any medical operations and/or services • Radiation (covered to specific levels and then liability coverage falls within the Nuclear Insurance Act), Asbestos (unless agreed) • Lead Paint (unless agreed) • Biological Agents – e.g. Anthrax • Known Existing Pollutants (unless agreed) • Change in Use (unless agreed) 	<p>Pollution Liability insurance covering third party bodily injury and property damage liability, including clean-up costs, and including underground storage tanks</p>

Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

Automobile Liability	[\$REDACTED] (Minimum)	[\$REDACTED]	Standard Ontario Owners Form Business Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any automobile
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Insurance – Part 2

North Bay Regional Health Centre Project

Operational Insurance to be provided, or caused to be provided, by Project Co from Substantial Completion Date until Termination Date

Employee Dishonesty (Crime) Insurance	\$[REDACTED]	\$[REDACTED]	<ul style="list-style-type: none"> • Data/Cyber • Terrorism • As per policy available at time of placement 	<p>Employee Dishonesty insurance against the fraudulent/dishonest acts of employees of Named Insured, including additional coverage for Broad Form Money and Securities, Money Orders and Counterfeit Paper, Depositors' Forgery, Computer Fraud and Funds Transfer Fraud, Audit Expenses and Credit Card Forgery</p> <p>Custodial endorsement extending protection to third parties</p>
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SCHEDULE 26**RECORD PROVISIONS****1. General Requirements**

- 1.1 Project Co shall prepare, retain and maintain, at its own expense, all the records (including superceded records) referred to in Section 2.1 of this Schedule 26, as follows:
- (a) in accordance with this Section 1;
 - (b) in accordance with the Output Specifications;
 - (c) in accordance with the requirements of Good Industry Practice, which shall include all requirements of the Canadian Institute for Health Information;
 - (d) having due regard to the guidelines and policies of the Office of the Information and Privacy Commissioner of Ontario;
 - (e) in accordance with the most stringent of Project Co's, the Construction Contractor's and the Service Provider's normal business practices;
 - (f) in accordance with Canadian GAAP;
 - (g) in chronological order;
 - (h) in sufficient detail, in appropriate categories and generally in such a manner as to enable Project Co to comply with Project Co's obligations under Section 36 of this Project Agreement; and
 - (i) in a form that is capable of audit.
- 1.2 Wherever practical, original records shall be retained and maintained in a hard copy form. Project Co may retain true copies of original records where it is not practical to retain original records.
- 1.3 Any drawings (including, without limitation, the As Built Drawings) required to be made or supplied pursuant to this Project Agreement shall be of a size appropriate to show the detail to be depicted clearly without magnifying aids, shall be consistent in size and format to drawings previously submitted by Project Co to NBGH, and shall conform to any requirements of the Technical Requirements and Good Industry Practice. Where by prior agreement NBGH and Project Co have agreed to accept microfilm, microfiche, CD-ROM or other storage media, Project Co shall make or supply drawings and other documents in such form as has been agreed by the Parties and shall include secure back up facilities.

- 1.4 Records may, with the consent of NBGH, not to be unreasonably withheld or delayed, be stored in electronic form if NBGH has access thereto and will continue to have access thereto, such that NBGH will be able to read, copy, download, and search same without licence or payment.
- 1.5 Subject to Sections 1.6 and 1.7, Project Co shall retain and maintain in safe storage, at its expense, all records referred to in Section 2.1 of this Schedule 26 for a period of at least 7 years or such longer period as required by Applicable Law.
- 1.6 Project Co shall notify NBGH if Project Co wishes to destroy any records referred to in this Schedule 26 which are more than 7 years old, or in respect of which the required period under Applicable Law for their retention has expired. The Parties agree that:
- (a) within 60 days of such notice, NBGH may elect to require Project Co to deliver such records to NBGH, in which case Project Co shall, at the expense of NBGH, deliver such records (with the exception of Sensitive Information) to NBGH in the manner and to the location as NBGH shall specify; or
 - (b) if NBGH fails to notify Project Co of its election pursuant to Section 1.6(a) within such 60 day period, Project Co may, at its expense, destroy such records.
- 1.7 In the event of termination of this Project Agreement prior to the Expiry Date, Project Co shall deliver all records that Project Co retains and maintains pursuant to this Schedule 26 to NBGH (or copies thereof where those records are required by: (i) statute to remain with Project Co; (ii) Project Co in connection with its fulfilment of any outstanding obligations under this Project Agreement; or (iii) Project Co to satisfy any obligations to the Lenders) in the manner and to the location as NBGH shall reasonably specify. NBGH shall make available to Project Co all the records Project Co delivers pursuant to this Section 1.7 subject to prior reasonable notice. Where the termination of this Project Agreement arises:
- (a) as a result of an NBGH Event of Default or pursuant to Section 46.2 of this Project Agreement, then the costs of delivering the records and the costs for retaining such records in safe storage will be borne by NBGH; or
 - (b) for any other cause, then the costs of delivering the records and the costs for retaining such records in safe storage for a period of at least six years following the Termination Date (unless a longer period is required by Applicable Law), shall be borne by Project Co.
- 1.8 Within 30 days after the end of each Contract Year, Project Co shall deliver to NBGH a report, as reasonably requested by NBGH in connection with NBGH's financial reporting, detailing to the best of Project Co's knowledge at the time of any such report any and all liabilities, claims and demands, including contingent liabilities, claims and demands, that Project Co has or may have against NBGH or that may be owing by NBGH to Project Co. The Parties acknowledge and agree that the contents of any such report or the failure to mention any matter in any such report shall not limit either Party's rights or remedies against the other Party as contemplated by this Project Agreement.

1.9 Project Co shall provide to NBGH within 45 days after the end of each fiscal quarter and 120 days after the end of each fiscal year, part or all of which falls in a Contract Year, a copy of each Plenary Party's quarterly unaudited management financial statements or annual audited financial statements, as applicable, in respect of that period, prepared in accordance with Applicable Law and Canadian GAAP, together with copies of all related auditors' reports and, to the extent publicly available, all related directors' reports and other notices and circulars to shareholders or partners, all of which documents, whether or not marked or identified as confidential or proprietary but subject to the exceptions contained in Section 51 of this Project Agreement, shall be treated by NBGH as Confidential Information of Project Co.

2. Records To Be Kept

2.1 Without limiting any other requirement of this Project Agreement, Project Co shall prepare, retain and maintain at its own expense:

- (a) this Project Agreement, its Schedules and the Project Documents, including all amendments to such agreements;
- (b) all records relating to the appointment and replacement of the NBGH Representative and the Project Co Representative;
- (c) any documents, drawings (including, without limitation, the As Built Drawings) or submissions in accordance with Schedule 10 - Review Procedure;
- (d) any documents relating to Development Approvals and other Project Co Permits, Licences and Approvals, including any refusals and appeals relating to any applications;
- (e) all records relating to any statutory inspections of the Facility or the Site, including any roadways;
- (f) any notices, reports, results and certificates relating to Substantial Completion and Final Completion of the Works and completion of the Project Co Commissioning;
- (g) all operation and maintenance manuals;
- (h) any documents relating to events of Force Majeure, Delay Events, Compensation Events, Relief Events and Excusing Causes;
- (i) all formal notices, reports or submissions made to or received from NBGH in connection with the provision of the Project Co Services, the monitoring of performance, the availability of the Facility, and payment adjustments;
- (j) all certificates, licences, registrations or warranties related to the provision of the Project Co Services;
- (k) the invoices for Monthly Service Payments;

- (l) all documents submitted in accordance with Schedule 22 - Variation Procedure;
- (m) any documents related to decisions resulting from the Dispute Resolution Procedure;
- (n) any documents related to a Project Co Change in Ownership or Change in Control;
- (o) any documents relating to any Refinancing;
- (p) all accounts for Taxes and transactions relating to Taxes, including in relation to GST and RST applicable to the Project, but excluding any records for:
 - (i) Project Co's liabilities or payments under the *Income Tax Act* (Canada), the *Income Tax Act* (Ontario) or any similar statute in any other jurisdiction;
 - (ii) Project Co's liabilities or payments for capital taxes based on or measured by the capital of Project Co;
 - (iii) the withholdings of any payments by Project Co; or
 - (iv) any business or activity in addition to the business or activities related to, and conducted for, the purpose of the Project;
- (q) the financial accounts of Project Co referred to in Section 1.9 above;
- (r) such documents as NBGH may reasonably require relating to Business Opportunities in which NBGH has a right or interest;
- (s) all records required by Applicable Law (including in relation to health and safety matters) to be maintained by Project Co with respect to the Project Operations;
- (t) any documents relating to insurance and insurance claims;
- (u) the Plant Services Information Management System;
- (v) all Jointly Developed Materials; and
- (w) all other records, documents, information, notices or certificates expressly required to be produced or maintained by Project Co pursuant to this Project Agreement.

2.2 Either Party may review the documents required to be prepared, retained and maintained by Project Co pursuant to Section 2.1

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SCHEDULE 27**DISPUTE RESOLUTION PROCEDURE****1. General**

- 1.1 All disputes, controversies, or claims arising out of or relating to any provision of this Project Agreement, or the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Project Agreement, or the interpretation, enforceability, performance, breach, termination, or validity of this Project Agreement, including, without limitation, this Schedule 27, or any matter referred to for resolution pursuant to this Schedule 27 (collectively and individually, a "**Dispute**") shall be resolved in accordance with the provisions of this Schedule 27.
- 1.2 The Parties agree that at all times, both during and after the Project Term, each of them will make bona fide efforts to:
- (a) resolve by amicable negotiations any and all Disputes arising between them; and
 - (b) have all Disputes resolved at the lowest level of management before engaging the dispute resolution processes described in Sections 3 to 8 of this Schedule 27.
- 1.3 If the Parties are unable to resolve a Dispute at the lowest level of management pursuant to Section 1.2(b), either Party may deliver to the NBGH Representative or the Project Co Representative, as applicable, a written notice of dispute (the "**Notice of Dispute**"), which Notice of Dispute shall initiate either the dispute resolution process described in Sections 3 to 8 of this Schedule 27 or the dispute resolution process described in Sections 6 to 8 where the Dispute is a Dispute in relation to the Independent Certifier's decisions for which Section 2.3 provides that Sections 3, 4 and 5 shall not apply. To be effective, the Notice of Dispute must expressly state that it is a notice of dispute, set out the particulars of the matter in dispute, describe the remedy or resolution sought by the Party issuing the Notice of Dispute and be signed by the NBGH Representative, if given by NBGH, or by the Project Co Representative, if given by Project Co.

2. Independent Certifier

- 2.1 All Disputes that arise prior to, or in relation to, Substantial Completion, that relate to completion of Minor Deficiencies, or that are referred to in this Project Agreement for determination by the Independent Certifier shall initially be submitted to the Independent Certifier for independent determination by the Independent Certifier within such period as may be specified in this Project Agreement, or if no period is specified, within 10 Business Days after submission to the Independent Certifier.
- 2.2 Without limiting any obligations of the Parties under the Independent Certifier Contract, the Parties shall cooperate with the Independent Certifier and provide such information, records and documents as may be required by the Independent Certifier to make the determination within the period referred to in Section 2.1 of this Schedule 27.

2.3 The Independent Certifier's decision to issue or not to issue the Substantial Completion Certificate shall be final and binding on the Parties solely in respect of determining the Payment Commencement Date, and a Dispute in relation to the Payment Commencement Date shall not be subject to resolution pursuant to this Schedule 27. Save and except as aforesaid, the Independent Certifier's determinations are not binding on the Parties, and all Disputes in relation to the Independent Certifier's decisions shall be resolved pursuant to this Schedule 27, provided however that Sections 3, 4 and 5 of this Schedule 27 shall not apply unless otherwise agreed by the Parties on terms acceptable to the Parties.

3. Amicable Resolution by Party Representatives

3.1 On receipt of a Notice of Dispute, the NBGH Representative and the Project Co Representative (collectively "**Party Representatives**" and individually "**Party Representative**") shall each promptly and diligently make all reasonable bona fide efforts to resolve the Dispute. Each Party Representative shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the Dispute.

4. Amicable Resolution by Senior Officers of each Party

4.1 If a Dispute is not resolved by the Party Representatives within 10 Business Days after receipt by a Party of the applicable Notice of Dispute, or within such longer period of time as the Party Representatives may both expressly agree, then at any time after the expiry of such period of time either Party Representative may, by notice in writing to the other, refer the Dispute to an executive of a Party who:

- (a) is in a position of authority above that of the NBGH Representative or the Project Co Representative, as the case may be; and
- (b) subject only to approval of the board of directors or similar governing body of the Party, has full authority to resolve and settle the Dispute.

4.2 Once a Dispute is referred to them, the executive of each Party shall promptly and diligently make all reasonable bona fide efforts to resolve the Dispute. All discussions and negotiations, and all documents exchanged, between them related to the Dispute shall be on a without prejudice basis to facilitate the resolution of the Dispute.

5. Expert Determination

5.1 If a Dispute is not resolved by negotiation pursuant to Section 4 within 10 Business Days after the date the Dispute is referred to the executives of the Parties for resolution by them, or within such longer period of time as the executives may expressly agree in writing in respect to a specific Dispute to allow them to continue their efforts to resolve the Dispute, then either Party may at any time thereafter, by written notice signed by their Party Representative and delivered to the other Party Representative, require that the Dispute be resolved on an expedited basis by a qualified and experienced expert (the "**Expert**"). The Expert shall be appointed as follows:

- (a) if the Parties agree on the Expert, the Parties shall jointly appoint the Expert as soon as possible and, in any event, within 5 Business Days after delivery of the notice requiring that the Dispute be resolved by an Expert;
 - (b) if the Parties fail to agree or jointly appoint the Expert within such 5 Business Day period, either Party may apply to the Ontario Superior Court of Justice for appointment of the Expert, in which case the court shall appoint the Expert at the earliest opportunity from the list of potential Experts submitted by the Parties or, if either or both Parties fail to submit their list of potential Experts within 7 Business Days, the court may appoint such person as the Expert who meets the requirements set out in this Schedule 27 for qualifications and experience of the Expert.
- 5.2 No one shall be nominated or appointed to act as an Expert who is or was in any way interested, financially or otherwise, in the conduct of the Project Operations or in the business affairs of NBGH, NEMHC, Project Co, or any consultant, subconsultant or subcontractor of any of them.
- 5.3 The Expert will be appointed on a Dispute by Dispute basis, with each Expert having the qualifications and experience relevant to the issues in the particular Dispute for which the Expert is appointed. Where the issues in Dispute include whether Project Co has or will adversely impact the Clinical Services then such qualifications and experience should include relevant experience in the provision of Clinical Services in a major acute care hospital or mental health centre.
- 5.4 The Expert shall determine the appropriate process for timely and cost effective resolution of the Dispute and, without limiting the generality of the foregoing, the Expert has discretion to, among other things:
- (a) solicit submissions and documents from both Parties, and impose deadlines for the receipt of such submissions;
 - (b) require some or all of the evidence to be provided by affidavit;
 - (c) direct either or both Parties to prepare and provide the Expert with such documents, test results or other things as the Expert may require to assist the Expert in the resolution of the Dispute and rendering of a decision;
 - (d) require either Party to supply or prepare for examination by the Expert and the other Party, any document or information the Expert considers necessary;
 - (e) inspect the Project Operations, giving reasonable notice to each Party of the time when, and the place where, the Expert intends to conduct any inspections;
 - (f) convene meetings of the Parties to have the Parties discuss the issues in Dispute in the presence of the Expert; and

- (g) take, or require either or both Parties to take and provide to the Expert, such measurements, perform such tests, audit such processes and procedures, and take any and all such other measures and steps as the Expert considers necessary to make a final determination in the Dispute.
- 5.5 The Expert shall render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than 10 Business Days after the date of the appointment of the Expert, or such longer period of time as agreed to in writing by the Parties. The Expert may give reasons or a summary of reasons for the Expert's decision, but shall not be required to provide reasons.
- 5.6 The Expert shall keep all information about the Dispute confidential and shall not disclose such information to anyone other than the Parties.
- 5.7 Each Party shall bear its own costs of the process for resolution of the Dispute by the Expert. The Expert has the jurisdiction and authority to order that the costs of the Expert be apportioned between the Parties in such proportion as the Expert in his or her discretion considers appropriate in the circumstances, including to order that all of the costs of the Expert be apportioned to and paid by only one Party. In exercising this discretion, the Expert will take into account the desire of the Parties that costs of the Expert should generally be borne by each Party in proportion to the relative success that each Party has in the Dispute before the Expert. If the Expert fails to apportion costs of the Expert between the Parties at the time the Expert's decision is rendered, the costs of the Expert shall be borne equally by the Parties.
- 5.8 Subject to a right to require the Dispute to be arbitrated or litigated pursuant to Sections 6, 7 and 8 by giving the required notices to arbitrate or litigate within the time periods specified therein, the Parties agree that the Expert's determination shall be final and binding on both Parties and not subject to appeal, arbitration, litigation or any other dispute resolution process, and both Parties expressly waive all rights of appeal in connection with the Expert's determination.

6. Referral of Disputes to Arbitration or Litigation

- 6.1 If:
- (a) the amount awarded by the Expert to a Party pursuant to Section 5 is more than \$250,000 (index linked) in the aggregate or \$50,000 (index linked) per year, in the case of a decision by the Expert that would result in either a recurring annual payment (for a period of at least 5 years) by NBGH or a recurring annual cost to Project Co;
- (b) the Dispute involves issues other than monetary claims by one Party against the other Party and which a Party reasonably believes are material and significant to that Party; or

- (c) a Notice of Dispute has been issued for a Dispute in relation to the Independent Certifier's decisions for which Section 2.3 provides that Sections 3, 4 and 5 shall not apply,

then, subject to the right of a Party to require litigation of the Dispute pursuant to Section 8.1 or a consolidation of proceedings pursuant to Section 10, either Party may, by written notice signed by their Party Representative, require that the Dispute be resolved by arbitration pursuant to Section 7. Such notice will not be effective unless it indicates it is a notice to arbitrate, is signed by the Party Representative and is delivered to the other Party Representative within 15 Business Days after receipt of the Expert's determination or the Notice of Dispute referred to in Section 6.1(c), as applicable, and provided further that such notice expressly identifies the specific Dispute and determination of the Expert or the Independent Certifier, as applicable, that is to be the subject of the arbitration.

- 6.2 If a Party is entitled to refer a Dispute to which Section 5 applies to arbitration or litigation pursuant to Sections 6.1 or 8.1 then, unless the Parties otherwise expressly agree in writing, all information, documents and submissions prepared by a Party for the Expert which are not business records that would otherwise be kept in the normal course of business by the Party for its business purposes, and all decisions and determinations by the Expert, shall be confidential and inadmissible in any arbitration or litigation proceeding.

7. Resolution by Arbitration

- 7.1 If a Dispute is referred to arbitration pursuant to Section 6, the Dispute shall be resolved by arbitration in accordance with the *Arbitration Act, 1991* (Ontario).
- 7.2 Disputes referred to arbitration shall be resolved by a single arbitrator unless one of the Parties, by notice in writing delivered to the other Party within 5 Business Days after a notice to arbitrate pursuant to Section 6.1 has been delivered, expressly requires that the Dispute that is the subject of that notice to arbitrate be resolved by a three person arbitration tribunal, in which case that particular Dispute shall be resolved by a three person arbitration tribunal.
- 7.3 If the arbitration tribunal is comprised of a single arbitrator, the arbitrator shall be appointed as follows:
- (a) if the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within 5 Business Days after delivery of the notice to arbitrate pursuant to Section 6; and
 - (b) if the Parties fail to agree or jointly appoint the arbitrator within such 5 Business Day period, either Party may apply to the Ontario Superior Court of Justice for appointment of the arbitrator, in which case the court shall appoint the arbitrator at the earliest opportunity in accordance with the following:

- (i) from the lists of potential arbitrators submitted to the court by the Parties, provided that potential arbitrators meeting the necessary qualifications and experience set out in this Schedule 27 are on the list; or
- (ii) if one Party fails to submit its list of potential arbitrators to the court within 5 Business Days of a request from the court to submit a list, from the list submitted by the other Party provided that potential arbitrators meeting the necessary qualifications and experience set out in this Schedule 27 are on the list of that other Party; or
- (iii) if no list is submitted by either Party, or if the list or lists submitted do not include potential arbitrators with the necessary qualifications and experience, the court shall be entitled at its sole discretion to appoint anyone who meets the requirements set out in this Schedule 27 for the qualifications and experience of the arbitrator.

7.4 If the arbitration tribunal is comprised of three arbitrators:

- (a) the arbitrators shall be appointed as follows:
 - (i) each Party shall appoint one arbitrator no later than 5 Business Days after delivery of the notice to arbitrate pursuant to Section 6;
 - (ii) if a Party fails to appoint an arbitrator within 5 Business Days after delivery of the notice to arbitrate, the other Party is entitled to apply to the Ontario Superior Court of Justice to appoint that arbitrator, in which case the court shall appoint that arbitrator at the earliest opportunity using a comparable process to that described in Section 7.3(b);
 - (iii) the arbitrators appointed in accordance with the foregoing shall, within 5 Business Days after their appointment, jointly appoint a third arbitrator who shall also act as the chair of the arbitration tribunal and who, in addition to all other required qualifications, shall have experience in arbitration or judicial processes and procedures; and
 - (iv) if the two arbitrators appointed by the Parties fail to appoint a third arbitrator within the required time, either of the other two arbitrators may apply to the Ontario Superior Court of Justice for appointment of the third arbitrator, in which case the court shall appoint the third arbitrator at the earliest opportunity using a comparable process to that described in Section 7.3(b); and
- (b) the arbitrators appointed by the Parties shall at all times be neutral and act impartially and shall not act as advocates for the interests of the Party who appointed them.

7.5 All arbitrators must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as arbitrators. Where the issues in

Dispute include whether Project Co has or will adversely impact the Clinical Services then such qualifications and experience should include relevant experience in the provision of Clinical Services in a major acute care hospital or mental health centre.

- 7.6 No one shall be nominated or appointed to act as an arbitrator who is or was in any way interested, financially or otherwise, in the conduct of the Project Operations or in the business affairs of NBGH, NEMHC, Project Co, or any consultant, subconsultant or subcontractor of any of them.
- 7.7 The arbitrator(s) shall have the jurisdiction and power to:
- (a) amend or vary any and all rules under the *Arbitration Act, 1991* (Ontario), including rules relating to time limits, either by express agreement of the Parties or, failing such agreement, as the arbitrator(s) consider appropriate and necessary in the circumstances to resolve the Dispute and render an award;
 - (b) require some or all of the evidence to be provided by affidavit;
 - (c) hold a hearing at which evidence and submissions are presented by the Parties;
 - (d) direct either or both Parties to prepare and provide the arbitrator(s) with such documents, test results or other things as the arbitrator(s) may require to assist them in the resolution of the Dispute and rendering of an award;
 - (e) require either Party to supply or prepare for examination by the arbitrator(s) and the other Party, any document or information the arbitrator(s) considers necessary;
 - (f) inspect the Project Operations, giving reasonable notice to each Party of the time when, and the place where, the arbitrator(s) intend(s) to conduct any inspections;
 - (g) award any remedy or relief that a court or judge of the Ontario Superior Court of Justice could order or grant subject to and in accordance with this Project Agreement, including, without limitation, interim orders, interim and permanent injunctions, and specific performance; and
 - (h) require either or both Parties to take and provide to the arbitrator(s) such measurements, perform such tests, perform such audits, or take any and all such other measures or steps as the arbitrator(s) consider necessary or desirable to aid them in making a fair and reasonable award.
- 7.8 The place of arbitration shall be North Bay, Ontario or Toronto, Ontario. The language of the arbitration shall be English.
- 7.9 The costs of an arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under applicable law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator(s) considers

appropriate in the circumstances, including to award actual legal fees and disbursements and expert witness fees, and to specify or order any or all of the following:

- (a) the Party entitled to costs;
- (b) the Party who must pay the costs;
- (c) the amount of the costs or how that amount is to be determined; and
- (d) how all or part of the costs must be paid.

7.10 In exercising discretion to award costs, however, the arbitrator(s) will take into account the desire of the Parties that costs should generally be awarded to each Party in proportion to the relative success that each Party has in the arbitration.

7.11 The award of the arbitrator(s) shall be final and binding upon both Parties, and both Parties expressly waive all rights of appeal in connection with the award of the arbitrator(s). Judgment may be entered upon the award in accordance with Applicable Law in any court having jurisdiction.

7.12 The Parties agree to and shall co-operate fully with the arbitrator(s) and proceed with the arbitration expeditiously, including in respect of any hearing, in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute. The arbitrator(s) shall render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than 20 Business Days after the date of the hearing, or such longer period of time as agreed to in writing by the Parties. If the arbitration tribunal is comprised of three arbitrators, the decision of a majority of the arbitration tribunal shall be deemed to be the decision of the arbitration tribunal, and where there is no majority decision, the decision of the chair of the arbitration tribunal shall be deemed to be the decision of the arbitration tribunal.

7.13 This Project Agreement, including this Schedule 27, constitutes an agreement to arbitrate that shall be specifically enforceable.

7.14 Any arbitrator appointed pursuant to this Section 7 shall keep all information about the Dispute confidential and shall not disclose such information to anyone other than the Parties.

8. Litigation

8.1 Notwithstanding that a notice to arbitrate has been delivered pursuant to Section 6.1, following receipt of the Expert's award or determination pursuant to Section 5 or if applicable a Notice of Dispute has been issued following receipt of a decision of the Independent Certifier if the Dispute is a Dispute in relation to the Independent Certifier's decisions for which Section 2.3 provides that Sections 3, 4 and 5 shall not apply, if one or more of the following apply then either Party may elect, by written notice signed by their Party Representative, to require that the Dispute be referred to and resolved solely by

litigation in the Ontario Superior Court of Justice, and both Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of the Dispute:

- (a) if the actual or potential total value or amount at issue in the Dispute (as determined by adding all claims and counterclaims) is \$10,000,000 (index linked) or more, taking into account recurrence over time if the Dispute involves a recurring matter; or
- (b) if the Dispute is considered by NBGH to involve material issues of public health or safety.

Such notice will not be effective unless it indicates it is a notice to submit the Dispute to litigation, is signed by the Party Representative and is delivered to the other Party Representative within 15 Business Days after receipt of the Expert's determination or the Notice of Dispute referred to in Section 6.1(c), as applicable, and provided further that such notice expressly identifies the specific Dispute and determination of the Expert or Independent Certifier, as applicable, that is to be the subject of the litigation.

8.2 If neither Party delivers a notice of election to resolve a particular Dispute by litigation in the manner and within the time specified in Section 8.1, then:

- (a) provided that one Party has, in the manner and within the time period specified in Section 6.1, given notice to the other Party of election to resolve that Dispute by arbitration, and subject to a consolidation of proceedings pursuant to Section 10, that Dispute shall be resolved only by arbitration pursuant to Section 7; and
- (b) subject to Section 8.2(a), where a Dispute was determined by the Expert, the Expert's determination is final and binding on both Parties and not subject to appeal, arbitration, litigation or any other dispute resolution process.

9. Consolidation of Project Agreement Arbitrations and Litigation

9.1 For all Disputes that arise prior to Substantial Completion, unless:

- (a) both Parties otherwise agree; or
- (b) the issue in a particular Dispute arises in connection with the Review Procedure; or
- (c) the issue in a particular Dispute is such that waiting until after Substantial Completion to resolve that Dispute will cause irreparable harm to one of the Parties; or
- (d) the issue in a particular Dispute arises in connection with requirements of achieving or deficiencies in not achieving Substantial Completion; or
- (e) in respect to a particular Dispute, the Dispute is consolidated with Third Party Disputes (as hereinafter defined) pursuant to Section 10;

all arbitral and litigation proceedings between the Parties prior to Substantial Completion shall be stayed and consolidated into, as applicable, a single arbitration and a single litigation proceeding, with the arbitration and, if applicable, litigation, proceeding promptly and expeditiously after Substantial Completion.

10. Consolidation with Third Party Disputes

10.1 Subject to Section 10.4, if either Party is involved in an arbitration in the Province of Ontario with a third party ("**Third Party Arbitration**"), and if such Third Party Arbitration involves common factual or legal issues (including common issues of damages) which are also the subject of a Dispute between the Parties for which a Notice of Dispute has been given, then any arbitration of the Dispute between the Parties which includes those common factual, legal or damages issues ("**Project Agreement Arbitration**") shall be stayed, consolidated or joined with the Third Party Arbitration(s) but only if NBGH, Project Co and the other parties all agree or, failing their agreement, if a court in the Province of Ontario on application considers it just and convenient in all the circumstances that the Project Agreement Arbitration should be stayed or consolidated or joined with the Third Party Arbitration.

10.2 Subject to Section 10.4, if either Party is involved in litigation in the Province of Ontario with a third party ("**Third Party Litigation**") and if:

- (a) such Third Party Litigation involves common factual or legal issues (including common issues of damages) which are the subject of a Project Agreement Arbitration; and
- (b) one of the Parties is brought directly into the Third Party Litigation as a party to that litigation,

then on the application of either Party to the court in the Province of Ontario having jurisdiction the court may, if it determines that it is just and convenient in all the circumstances, order a stay of either or both the Project Agreement Arbitration proceeding and Third Party Litigation, or order a joinder of the Project Agreement Arbitration and the Third Party Litigation. If such joinder is ordered, the Project Agreement Arbitration and the Third Party Litigation ordered to be joined by the court shall be determined by that court or by another court in Ontario such that the Project Agreement Arbitration and the Third Party Litigation shall be resolved in one forum. For purposes of the foregoing, joinder of the Project Agreement Arbitration and the Third Party Litigation shall be construed to include stays and conditional stays of issues in the Project Agreement Arbitration pending the commencement and completion of third party proceedings by one or both of the Parties in the Third Party Litigation.

10.3 In considering whether to order a stay, consolidation or joinder of a Project Agreement Arbitration with a Third Party Arbitration or Third Party Litigation, the court will be entitled to give substantial weight to the desire by the Parties that all Disputes which are related to Third Party Arbitration or Third Party Litigation be resolved in a single forum to avoid multiplicity of proceedings and the potential for contradictory findings of fact,

liability and quantum, and to ensure the arbitrator or court has the advantage of obtaining full evidence and disclosure from the Parties and from the other parties, as applicable and as required to resolve the Dispute and to make findings of fact, liability and quantum of damages and awards or judgments binding on the Parties based on all available evidence.

10.4 Sections 10.1 and 10.2 only apply:

- (a) if the Dispute between the Parties includes a claim by one Party against the other for contribution or indemnity for that Party's liability or potential liability to the third party where such liability results or will result from an award in the Third Party Arbitration or a judgment in the Third Party Litigation; and
- (b) to those specific issues that are common issues in the Project Agreement Arbitration, the Third Party Arbitration and the Third Party Litigation, such that all other issues in the Dispute shall continue to be resolved by Project Agreement Arbitration and shall not be consolidated with the Third Party Arbitration or Third Party Litigation.

11. Miscellaneous

- 11.1 Project Co and NBGH shall diligently carry out their respective obligations under this Project Agreement during the pendency of any Disputes, including arbitration proceedings or litigation proceedings. If during the pendency of any Dispute it is considered necessary by either Party to proceed in respect of the matter that is in Dispute, then without prejudice to Project Co's rights in respect of the Dispute (including in respect of Delay Events, Compensation Events and Variations), Project Co shall proceed in accordance with the direction of NBGH, and in the event the matter in dispute is determined in favour of Project Co, proceeding in accordance with NBGH's position shall, subject to and in accordance with Section 39, be treated as a Delay Event and, subject to and in accordance with Section 40, be treated as a Compensation Event.
- 11.2 Nothing contained in this Schedule 27 will prevent the Parties from seeking interim protection from the courts of the Province of Ontario, including seeking an interlocutory injunction, if necessary to prevent irreparable harm to a Party.
- 11.3 Interest on amounts agreed to be paid pursuant to resolution of a Dispute by the Party Representatives or by the executives of the Parties pursuant to Sections 3 and 4, and interest on an award or judgment, shall be payable at the Default Interest Rate, accruing:
- (a) for amounts payable by Project Co to NBGH, from the date of any overpayment to Project Co or, as applicable, from the date on which payment was due under this Project Agreement to NBGH; or
 - (b) for amounts payable by NBGH to Project Co, from the date on which payment was due under this Project Agreement to Project Co.
- 11.4 Project Co shall ensure that any and all documents and other information in the possession or control of any Project Co Party that are available to Project Co and that

may be necessary for the resolution of a Dispute on an informed basis by the Party Representatives or by the executives of the Parties pursuant to Sections 3 and 4, or by an arbitrator or court of competent jurisdiction, are made available in a timely manner to NBGH and the NBGH Representative.

11.5 NBGH shall ensure that any and all documents and other information in the possession or control of any NBGH Party or NEMHC that are available to NBGH and that may be necessary for the resolution of a Dispute on an informed basis by the Party Representatives or by the executives of the Parties pursuant to Sections 3 and 4, or by an arbitrator or court of competent jurisdiction, are made available in a timely manner to Project Co and the Project Co Representative.

11.6 The Parties can, by written agreement, on a Dispute by Dispute basis:

- (a) extend any or all timelines set out in this Schedule 27;
- (b) agree to waive or by-pass any one or more of the Dispute resolution processes in Sections 3, 4 and 5 and, instead, proceed directly to resolution of the Dispute by arbitration or litigation pursuant to Sections 7 or 8;
- (c) agree to resolve a Dispute by litigation rather than arbitration notwithstanding the requirements of Section 7, or agree to resolve a Dispute by arbitration rather than litigation notwithstanding the requirements of Section 8; and
- (d) agree to resolve a Dispute relating to the decision of an Expert by arbitration or litigation, notwithstanding the provisions of Section 6 of this Schedule 27.

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SCHEDULE 28**REFINANCING****1. DEFINITIONS**

1.1 The following terms shall have the following meanings:

- (a) **"Distribution"** means, whether in cash or in kind, any:
- (i) dividend or other distribution in respect of the Equity Capital;
 - (ii) reduction of capital, redemption or purchase of shares or any other reorganization or variation to the Equity Capital;
 - (iii) payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms; or
 - (iv) the receipt of any other benefit which is not received in the ordinary course of business nor on reasonable commercial terms,
- and where any such Distribution is not in cash, the equivalent cash value of such Distribution shall be calculated.
- (b) **"Equity IRR"** means the projected internal rate of return to the Equity Provider over the full term of this Project Agreement, taking into account the aggregate of all its investments and of all Distributions made and projected to be made, as set out in the Financial Model at Financial Close.
- (c) **"Exempt Refinancing"** means:
- (i) any Refinancing that was fully taken into account in the calculation of the Monthly Service Payments and included in the output from the Financial Model as of the date of this Project Agreement;
 - (ii) a change in taxation or change in accounting treatment pursuant to a Change in Law or change in Canadian GAAP;
 - (iii) the exercise of any right, the grant of any amendment, waiver or consent or any similar action under the Lending Agreements that does not provide for a financial benefit to any Plenary Party under those agreements;
 - (iv) any sale of Equity Capital or securitization of the existing rights or interests attaching to such Equity Capital, unless such sale or securitization involves increasing the Debt Amount on terms more

favourable to the Plenary Parties than contained in the Lending Agreements;

- (v) any Qualifying Bank Transaction;
 - (vi) any Rescue Refinancing;
 - (vii) any Refinancing that was approved by NBGH prior to the execution of this Project Agreement and occurs during the first six months following the date of this Project Agreement;
 - (viii) any amendment, variation or supplement of any agreement approved by NBGH as part of any Variation under this Project Agreement; or
 - (ix) any Permitted Borrowing.
- (d) **"Pre-Refinancing Equity IRR"** means the Equity IRR calculated immediately prior to the Refinancing, but without taking into account the effect of the Refinancing.
- (e) **"Qualifying Bank"** means a lending institution that is:
- (i) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); or
 - (ii) a bank, life insurance company, pension fund or fund managed by a professional fund manager that controls funds in excess of \$500,000,000.00,

provided such institution is not a Restricted Person or a person whose standing or activities are inconsistent with NBGH's role as a hospital or NEMHC's role as a mental health centre, or may compromise the reputation or integrity of either Hospital or the nature of the Province's health care system, so as to affect public confidence in that system.

- (f) **"Qualifying Bank Transaction"** means:
- (i) the disposition by a Lender of any of its rights or interests in the Lending Agreements to a Qualifying Bank;
 - (ii) the grant by a Lender to a Qualifying Bank of any rights of participation in respect of the Lending Agreements; or
 - (iii) the disposition or grant by a Lender to a Qualifying Bank of any other form of benefit or interest in either the Lending Agreements or the revenues or assets of any Plenary Party, whether by way of security or otherwise.

- (g) **"Qualifying Refinancing"** means any Refinancing that will give rise to a Refinancing Gain that is not an Exempt Refinancing.
- (h) **"Refinancing"** means:
- (i) any amendment, variation, novation, supplement or replacement of any Lending Agreement;
 - (ii) the exercise of any right, or the grant of any waiver or consent, under any Lending Agreement;
 - (iii) the disposition of any rights or interests in, or the creation of any rights of participation in respect of, the Lending Agreements or the creation or granting of any other form of benefit or interest in either the Lending Agreements or the contracts, revenues or assets of any Plenary Party whether by way of security or otherwise; or
 - (iv) any other arrangement put in place by a Plenary Party or another person which has an effect which is similar to any of the foregoing provisions of this definition above or which has the effect of limiting a Plenary Party's ability to carry out any of the foregoing provisions of this definition.
- (i) **"Refinancing Financial Model"** means a comprehensive and detailed financial model satisfactory to NBGH, acting reasonably, prepared for the purpose of Section 2 of this Schedule 28, which financial model shall be similar in form and content to the Financial Model, suitable for the purposes for which it will be used in this Schedule 28, and shall take into account:
- (i) cash flows for the entire remaining Project Term;
 - (ii) any changes in structure and funding since the date of this Project Agreement;
 - (iii) the performance of the Project Operations to the date of the Refinancing;
 - (iv) macroeconomic assumptions; and
 - (v) all other relevant factors.
- (j) **"Refinancing Gain"** means an amount equal to the greater of zero and $(A - B)$, where:
- A = the net present value, discounted at a discount rate equal to the Base Case Equity IRR, of all Distributions as projected immediately prior to the Refinancing (using the Refinancing Financial Model and taking into account the effect of the Refinancing) to be made over the remaining term of this Project Agreement following the Refinancing.

B = the net present value, discounted at a discount rate equal to the Base Case Equity IRR, of all Distributions as projected immediately prior to the Refinancing (using the Refinancing Financial Model but without taking into account the effect of the Refinancing) to be made over the remaining term of this Project Agreement following the Refinancing.

- (k) "**Rescue Refinancing**" means any Refinancing which takes place due to the failure or prospective failure of any Plenary Party to comply with any material financial obligation under the Lending Agreements, or any of them, which does not increase any liability of NBGH, whether actual or potential.

2. REFINANCING

- 2.1 Project Co shall not carry out, and shall ensure that no Plenary Party carries out, any Qualifying Refinancing unless Project Co has obtained the prior written consent of NBGH, which consent, subject to Section 2.2, shall not be unreasonably withheld or delayed.
- 2.2 NBGH may withhold its consent to any Qualifying Refinancing, in its sole discretion:
- (a) where any person with whom Project Co or any Plenary Party proposes to carry out a Qualifying Refinancing is a Restricted Person;
 - (b) if, at the time the Qualifying Refinancing is contemplated and effected, the Qualifying Refinancing will materially adversely affect the ability of Project Co to perform its obligations under the Project Documents or this Project Agreement; or
 - (c) if, at the time the Qualifying Refinancing is contemplated and effected, the Qualifying Refinancing will have the effect of increasing any liability of NBGH, whether actual or contingent, present or future, known or unknown.
- 2.3 NBGH shall be entitled to receive a 50 per cent share of any Refinancing Gain arising from a Qualifying Refinancing.
- 2.4 Project Co shall promptly provide NBGH with full details of any proposed Qualifying Refinancing, including a copy of the proposed Refinancing Financial Model and the basis for the assumptions used in the proposed Refinancing Financial Model. NBGH shall (before, during and at any time after any Refinancing) have unrestricted rights of audit over the Refinancing Financial Model and any documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with such Refinancing (whether or not such Refinancing is determined to be a Qualifying Refinancing). Project Co shall promptly, and, in any event, within 5 Business Days of receiving a written request from NBGH, provide any information in relation to a proposed Refinancing as NBGH may reasonably require. Project Co shall keep NBGH informed as to any changes to the material terms of the Refinancing.

- 2.5 Subject to Section 2.6, NBGH shall have the right to elect to receive its share of any Refinancing Gain as:
- (a) a single payment in an amount less than or equal to any Distribution made on or about the date of the Refinancing; and/or
 - (b) a reduction in the Monthly Service Payments over the remaining Project Term,
- such that the total net present value, discounted at the Discount Rate, of the foregoing, calculated at the time immediately prior to the Refinancing, shall equal NBGH's share of the Refinancing Gain.
- 2.6 NBGH and Project Co will negotiate in good faith to agree upon the basis and method of calculation of the Refinancing Gain and payment of NBGH's share of the Refinancing Gain (taking into account how NBGH has elected to receive its share of the Refinancing Gain under Section 2.5 and the profile of the Refinancing Gain). If the parties fail to agree upon the basis and method of calculation of the Refinancing Gain or the payment of NBGH's share, the Dispute shall be determined in accordance with Schedule 27 - Dispute Resolution Procedure.
- 2.7 The Refinancing Gain shall be calculated after taking into account the reasonable out-of-pocket costs that each Party directly incurs in relation to the Qualifying Refinancing and on the basis that, within 15 Business Days of any Qualifying Refinancing, Project Co will reimburse NBGH for all such reasonable out-of-pocket costs incurred by NBGH.

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SCHEDULE 29

STANDBY LETTER OF CREDIT

Letter of Credit: #[●]

Date: February 22, 2007

North Bay General Hospital
750 Scollard Street
North Bay, Ontario
P1B 5A4

Dear Sir/Madam:

RE: North Bay Regional Health Centre Project

At the request of our client, Plenary Health North Bay [REDACTED] ("**Project Co**"), we, Deutsche Bank AG, Canada Branch, at 199 Bay Street, Suite 4700, Commerce Court West, Box 263, Toronto, Ontario Canada M5L 1E9, hereby issue in your favour an irrevocable standby letter of credit (the "**Letter of Credit**") in the amount of [REDACTED] Canadian Dollars.

The amount available under this Letter of Credit is payable to North Bay General Hospital ("**NBGH**"), at any time and from time to time, upon (a) receipt by us of a written demand for payment, accompanied by a certificate signed by two officers of NBGH certifying that NBGH is entitled to draw on this Letter of Credit pursuant to Section 2.3(c) of a project agreement dated February 22, 2007 (as amended from time to time, the "**Project Agreement**"), and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on March 22, 2007, and NBGH may call for payment of the full amount outstanding under this Letter of Credit at any time up to 5:00 p.m. on that date should this Letter of Credit not be renewed.

Partial drawings are not permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit #[●].

It is understood that Deutsche Bank AG, Canada Branch is obligated under this Letter of Credit for payments of monies only.

The Project Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce (ICC Publication No. 500) and, for matters not covered by such publication, it shall be governed by and construed in accordance with the laws of the Province of Ontario.

Yours very truly,

Deutsche Bank AG, Canada Branch

By: _____
Name: **[REDACTED]**
Title: Vice President

By: _____
Name: **[REDACTED]**
Title: Assistant Vice President

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SCHEDULE 30

FINANCIAL MODEL EXTRACTS

[REDACTED]

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SCHEDULE 31**EXISTING DESIGN****1. Rules of Interpretation**

The following rules will apply to the interpretation of the Existing Design:

- (a) The plans, specifications and other documents that comprise the Existing Design are complementary, and what is required by any one shall be as binding as if required by all.
- (b) Words and abbreviations which have well known technical or trade meanings are used in the Existing Design in accordance with such recognized meanings.
- (c) References in the Existing Design to the singular shall be considered to include the plural as the context requires.
- (d) The specifications are that portion of the Existing Design, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, and the services necessary for the performance of the Works.
- (e) The drawings are the graphic and pictorial portions of the Existing Design, wherever located and whenever issued, showing the design, location, and dimensions of the Works, generally including plans, elevations, sections, details, schedules, and diagrams.
- (f) Neither the organization of the specifications into divisions, sections, and parts, nor the arrangement of drawings shall control Project Co in dividing the work among Subcontractors and Suppliers or in establishing the extent of the work to be performed by a trade.
- (g) If there is a conflict within the Existing Design:
 - (i) the order of priority of documents, from highest to lowest, shall be:
 - (A) this Project Agreement;
 - (B) Division 1 of the specifications;
 - (C) Division 2 through 16 of the specifications;
 - (D) material and finishing schedules; and
 - (E) drawings;
 - (ii) drawings of larger scale shall govern over those of smaller scale of the same date;
 - (iii) dimensions shown on drawings shall govern over dimensions scaled from drawings;

- (iv) later dated documents shall govern over earlier documents of the same type;
- (v) if an item is shown on one document, it shall be deemed to be shown on all documents; and
- (vi) written descriptions and words shall govern over graphic depictions.

The Architect of Record shall decide on issues related to any conflict between documents of equal precedence.

- (h) NBGH shall provide to Project Co, without charge, ten (10) copies of the Issued For Construction drawings and specifications, two (2) of which shall be used for record drawings, and one (1) copy of all administrative documents such as Variation Enquiries, Variation Confirmations and Variation Directives. Any additional copies of the Issued For Construction drawings and specifications or part thereof, including additional copies of administrative documents, shall be at the expense of Project Co. Project Co shall ensure that all copies of the Issued For Construction drawings and specifications received from NBGH shall be kept in a secure location.
- (i) Specifications, drawings, models, and copies thereof furnished by the Architect of Record are and shall remain the Architect of Record's property. All specifications, drawings, and models furnished by the Architect of Record are to be used only with respect to the Project and are not to be used on other work. These specifications, drawings, and models are not to be copied or altered in any manner, except in accordance with this Project Agreement, without the written authorization of the Architect of Record.
- (j) Models furnished by Project Co are the property of NBGH.
- (k) Project Co and its Subcontractors shall verify the dimensions shown on the drawings before layout of work.

2. Documents and Drawings Constituting the Existing Design

The following documents and drawings, as amended by the addenda listed in Section 3 of this Schedule 31, constitute the Existing Design:

SPECIFICATIONS

Division 000	Bid Requirements Pages
00010	Table of Contents
00015	List of Drawings
00020	List of Schedules
	- Room, Door & Frame Schedules and Hardware Schedule under separate cover
	- Abbreviation for Room Schedules
	- Miscellaneous Details
	- Room Finish Schedules:

- Level 100 Room Finish Schedule
- Level 200 Room Finish Schedule
- Level 300 Room Finish Schedule
- Level 400 Room Finish Schedule
- Stairs Room Finish Schedule
- Elevators Room Finish Schedule
- Abbreviation for Door Schedules
- Door and Frame Types
- Door & Frame Schedules:
 - Level 100 Door Finish Schedule
 - Level 200 Door Finish Schedule
 - Level 300 Door Finish Schedule
 - Level 400 Door Finish Schedule
 - Stairs Door Finish Schedule
- Marker / Whiteboard / Tackboard Schedule:
 - Level 100
 - Level 200
 - Level 300
- Hardware Schedule

Division 01 General Requirements Pages

01110	Summary of Work
01310	Project Management and Coordination
	Sample Project Charter
01320	Construction Progress Documentation
01330	Submittal Procedures
01355	Waste Management and Disposal
01395	Environmental Goals
01450	Quality Control
01451	Indoor Air Quality (IAQ) Management
01510	Temporary Utilities
01520	Construction Facilities
01560	Temporary Barriers and Enclosures
01561	Environmental Protection
01610	Basic Product Requirements
01705	Health and Safety
01720	Preparation
01730	Execution
01740	Cleaning
01770	Closeout Procedures
01780	Closeout Submittals
01800	Facility Commissioning - General
01810	Facility Commissioning - Mechanical
01820	Facility Commissioning - Electrical
01830	Commissioning

01840 Demonstration and Training

Division 02 Site Work Pages

02311 Site Grading
02315 Excavating, Trenching & Backfilling
02350 Steel Piles
02610 Limestone Screenings
02622 Foundation & Underslab Drainage
02625 Site Drainage
02721 Granular Base
02723 Granular Sub Base
02731 Crushed Stone Paving
02743 Asphalt Concrete Paving
02770 Concrete Walks Curbs & Gutters
02780 Precast Concrete Pavers
02785 Unit Paving
02821 Chain Link Fences and Gates
02823 Secure Courtyard Fence
02830 Interlocking Retaining Walls
02870 Site Furnishings
02872 Timber and Woodworking
02911 Topsoil and Finish Grading
02922 Hydraulic Seeding
02930 Planting
02933 Sodding
02950 Special Provisions - Civil Works

Division 03 Concrete Pages

03100 Concrete Formwork
03200 Concrete Reinforcement
03300 Cast In Place Concrete
03345 Concrete Floor Finishes
03350 Concrete Surface Treatment Shuffle Board

Division 04 Masonry Pages

04051 Masonry Procedures
04060 Mortar & Masonry Grout
04080 Masonry Reinforcement and Connectors
04090 Masonry Accessories
04211 Brick Unit Masonry
04220 Concrete Masonry Units

04270	Glass Masonry Units
04412	Granite Treads & Risers

Division 05 Metals Pages

05121	Structural Steel
05210	Steel Joists
05310	Steel Deck
05411	Wind-Load Bearing Steel Stud Systems
05500	Metal Fabrications
05510	Metal Stairs & Ladders
05810	Expansion Joint Cover Assemblies

Division 06 Wood & Plastics Pages

06100	Rough Carpentry
06150	Wood Deck
06180	Glued-Laminated Structural Units
06190	Pre-Fabricated Wood Trusses
06200	Finish Carpentry
06400	Architectural Woodwork

Division 07 Moisture & Thermal Protection Pages

07120	Bituminous Dampproofing
07130	Modified Bituminous Sheet Waterproofing
07212	Board Insulation
07213	Batt & Blanket Insulation
07271	Air Barriers
07311	Asphalt Shingles
07410	Aluminum Fascia, Soffit, and Security Fence Rail
07481	Prefinished Metal Cladding System
07541	Single Ply Polyvinyl Chloride (PVC) Roofing
07620	Sheet Metal Flashing & Trim
07724	Roof Hatches
07811	Applied Fireproofing
07840	Fire Stopping
07900	Joint Sealers
07930	Foamed in Place Insulating Sealant

Division 08 Doors & Windows Pages

08110	Steel Doors & Frames
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08120	Aluminum Doors & Frames
08130	Stainless Steel Doors & Frames
08210	Wood Doors
08305	Access Panels and Doors
08313	Sliding Break Away Doors
08332	Side Coiling Grilles
08333	Coiling Counter Doors
08355	Flexible Doors
08362	Sectional Metal Overhead Doors
08460	Automatic Entrance Doors
08500	Windows
08600	Plastic Circular Wall Domes
08710	Door Hardware
08800	Glazing
08810	Glass Balustrades
08920	Glazed Aluminum Curtain Walls

Division 09 Finishes Pages

09110	Non Load Bearing Wall Framing
09130	Acoustical Suspension
09205	Furring & Lathing
09210	Gypsum Plaster
09250	Gypsum Board
09310	Tile
09440	Plastic Matrix Terrazzo
09510	Acoustical & Security Ceilings
09546	Suspended Curved Metal Ceilings
09651	Resilient Tile Flooring
09652	Resilient Sheet Flooring
09680	Carpet
09700	Seamless Flooring & Sealers
09710	Acoustical Floor/Wall Treatment
09900	Painting
09962	Elastomeric Coatings

Division 10 Specialties Pages

10110	Markerboards / Whiteboards & Tackboards
10170	Plastic Shower, Change and Toilet Partitions
10195	Cubicle and IV Tracks
10200	Louvres & Vents
10260	Handrail, Wall Protection and Wall Corner Guards
10270	Access Flooring
10350	Flagpoles

10440	Wayfinding Signage
10440	Wayfinding Signage Appendix C
10505	Metal Lockers
10800	Toilet, Bath and Laundry Accessories
10900	Gymnasium Backstops / Inserts / Room Divider
10904	Prefabricated Column Covers
10905	Eavestrough

Division 11 Equipment Pages

11014	Roof Anchors
11060	Stage Drapery
11061	Hospital Cubicle Curtains
11150	Parking Control Equipment
11161	Dock Levellers
11163	Dock Bumpers
11164	Dock Seals and Shelters
11391	Sewage Lift Station, Wet Well Type

Food Services Specification (under separate cover)

11400	General Specifications
11401	Room Data Sheet
11402	Description of Items
11403	Mechanical & Electrical

Lab Specification

11600	General Provision
11601	Leg Frame Assemblies
11602	Steel Furniture
11603	Laboratory Counter Tops
11604	Stainless Steel Sinks and Integral Counter
11605	Sink and Cup Sinks
11606	Glass Drying Racks
11607	Laboratory Service Fittings
11608	Service Duct Enclosures
11609	Biological Safety Cabinets
11610	Bench Sweeps and Exhaust Canopy
11611	Miscellaneous Lab Equipment
11780	Morgue Autopsy Equipment
11785	Walk-In Cold Rooms
	Control Environmental Systems Ltd.
11790	Headwall Units
	- Drawings A-1000 Series - Architectural Details

Division 12 Furnishings & Equipment

12459	Stainless Steel Casework
12493	Roller Blind (Shade) Chain Operated
12494	Cushion Seating
12710	Auditorium Seating
12711	Hospital Equipment

Division 13 Special Construction Pages

13090	Radiation Shielding
13800	Clock

Division 14 Conveying Systems Pages

14205	Hydraulic Elevators - General
14220	Hydraulic Elevators
14700	Pneumatic Tube System

Division 15000 Mechanical

	Cover page
15000	List of Sections
15010	Basic Requirements
15050	Basic Materials & Methods
15075	Excavation & Backfilling
15100	Valves
15120	Pipe Welding
15130	Thermometers & Pressure Gauges
15140	Pipe Hangers, Supports & Seismic Restraints
15150	Liquid Flow Measuring Devices
15170	Motors, Starters & Wiring
15171	Three Phase Motors
15190	Identification & Directories
15240	Sound Attenuation
15245	Vibration Isolation & Seismic Restraints
15250	Mechanical Insulation
15300	Fire Protection - General
15305	Fire Extinguishers
15315	Packaged Fire Pump
15330	Wet Pipe Sprinkler System
15333	Preaction Sprinkler System

15335	Dry Pipe Sprinkler System
15375	Standpipe & Hose Systems
15400	Plumbing - General
15411	Underground Water Piping - PVC
15412	Domestic Water Supply Piping - Copper
15413	Drainage & Vent Piping - Cast Iron & Copper
15414	Buried Drainage & Vent Piping - PVC
15415	Underground Site Drainage
15420	Drainage & Vent Piping - Laboratory
15430	Plumbing Specialties & Accessories
15440	Plumbing Fixtures & Trim
15452	Pumps - Plumbing
15456	Domestic Water Heaters
15457	Packaged Potable Water Conditioning
15458	R.O.Equipment for Haemodialysis
15480	Medical Gas System
15482	Pipe & Fittings - Gas
15486	Compressed Air System
15487	Carbon Monoxide and Nitrogen Dioxide Detection Systems
15500	Heating & Cooling Piping Systems - General
15513	Steel Pipe & Fittings - Heating & Cooling
15514	Copper Pipe & Fittings - Heating & Cooling
15515	Water Specialties - Heating & Cooling
15516	Flex Connections, Expansion Joints, Anchors & Guides
15520	Pipe & Fittings - Steam & Condensate
15525	Steam Specialties
15540	Pumps - Heating & Cooling
15541	Steam Condensate Pumping Units
15543	Deaerator
15545	HVAC Water Treatment Systems
15554	Package Boilers - Commercial Water Tube
15557	Package Boilers - Coiled Tube
15558	Package Boilers - Low Volume Water Tube
15591	Oil Storage Tanks
15593	Fuel Oil Systems
15594	Diesel Exhaust Systems
15624	Refrigerant Detection System
15681	Package Glycol Chillers - Reciprocating
15682	Package Chillers - Centrifugal
15684	Package Glycol Chillers - Screw
15712	Cooling Towers
15732	Fluid Coolers (Dry Coolers)
15755	Heat Exchangers
15760	Humidifiers
15781	Computer Room Air Conditioning Units
15783	Make Up Air Unit

15788	Radiant Floor Heating System
15791	Convectors & Wall-Fin
15792	Unit Heaters
15794	Radiant Ceiling Panels
15795	Fan Coil Units
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15805	Ductwork
15806	Anaesthetic Gas Scavenging System
15815	Flexible Ductwork
15817	Breeching & Chimneys
15820	Duct Accessories
15825	Acoustic Lining (Ductwork & Plenums)
15832	Dampers - Balancing
15833	Dampers - Operating
15834	Dampers - Fire & Smoke
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16108	Excavation and Backfill
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16116	Wireways and Auxiliary Gutters
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16134	Wiring to Kitchen Equipment
16135	Wiring to Owner's Equipment
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16138	Wiring to Motorized Doors
16139	Wiring to Dock (Truck) Levellers
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16310	Medium Voltage Loadbreak Switchgear
16321	Liquid Filled Power Transformers
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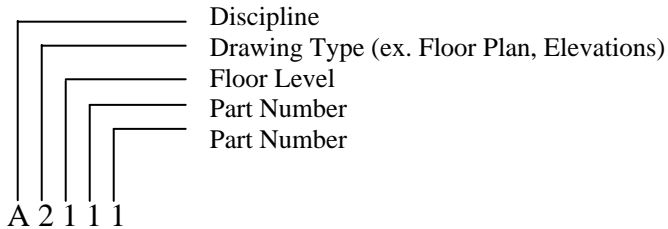
16670	Lightning Protection System
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16700	Signal Systems
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16740	Closed Circuit Television System
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<u>ARCHITECTURAL DRAWINGS</u>		
A0001	Drawing List Sheet	N.T.S.
A0002	Door Details and Partition Types	1:50 & 1:5
A1001	Original Undisturbed Site, Preconsolidation Work 2001	1:1500
A1002	Existing Site Plan, Site Plan	1:1250
A1003	Site Plan Parking NBGH	As Noted
A1004	Site Plan Parking NEMHC	As Noted
A1005	Retaining Wall Details	As Noted
A1006	Retaining Wall Details & Helipad Details	As Noted
A1101	Site Plan Details	As Noted
A1201	Site Servicing General Plan 1	1:500
A1202	Site Servicing General Plan 2	1:500
A1203	Site Drainage Plan and Sewer	1:100
A1204	Sanitary Sewer Plan and Profile 1	1:500 & 1:50
A1205	Sanitary Sewer Plan and Profile 2	1:500 & 1:50
A1206	Sanitary Pumping Station Details 3	As Noted
A1207	Sanitary Pumping Station Details 1	As Noted
A1208	Sanitary Pumping Station Details 2	1:500 & 1:50
A1209	Storm Sewer Plan & Profile 1	1:500 & 1:50
A1210	Storm Sewer & Pond 1 Plan and Profile 2	1:500 & 1:50
A1211	Storm Sewer & Pond 2 Plan and Profile 3	1:500 & 1:50
A1212	Storm Sewer Plan & Profile 4	1:500 & 1:50
A1213	Storm Sewer & Pond 3 Plan & Profile 5	1:500 & 1:50
A1214	Storm Sewer Plan and Profile 6	1:500 & 1:50
A1215	Storm Sewer Plan and Profile &	1:500 & 1:50
A1216	Watermain Plan and Profile 1	1:500 & 1:50
A1217	Watermain Plan and Profile 2	1:500 & 1:50

Sheet Number	Drawing Title	Scale
A1218	Typical Sections and Details 3	1:500 & 1:50
A1219	Standards - 1	1:500 & 1:50
A1220	Standards - 2	1:500 & 1:50
A1221	Typical Sections and Details - 1	As Noted
A1222	Erosion and Sediment Control Plan	As Noted
A1301	Road Plan and Elevations 1	1:500
A1302	Road Plan and Elevations 2	1:500
A1303	Road Plan and Elevations 3	1:500
A1304	Perimeter Road Profile	1:1000 & 1:00
A1305	Entrance Profiles	1:1000 & 1:00
A1306	Typical Sections Roadway	1:500
A1307	Typical Sections Parking Lots	1:100
A1400	Master Land Landscape Plan Site Areas & Amenity Areas	1:400
A1401	Layout and Ground Treatment Plan, West Site Area	1:400
A1402	Layout and Ground Treatment Plan, Centre Site Area	1:400
A1403	Layout and Ground Treatment Plan, East Site Area	1:400
A1404	Planting Plan, West Site Area	1:400
A1405	Planting Plan, Centre Site Area	1:400
A1406	Planting Plan, East Site Area	1:400
A1407	Site Work Detail	As Noted
A1500	Amenity Areas Key Plan	As Noted
A1501	Main Entry Level 200 & Emergency Layout Plan & Details	As Noted
A1502	Main Entry Level 200 & Emergency Entrance Grading Plan	As Noted
A1503	Main Entry Level 200 & Emergency Entrance Planting Room	As Noted
A1504	North Interior, South Public, Rehab West & Rehab East Courtyards	As Noted
A1505	North Interior, South Public, Rehab West & Rehab East Courtyards	As Noted
A1506	North Interior & South Public Courtyards Planting Plan	As Noted
A1507	Rehab West & Rehab East Courtyards-Planting Plan	As Noted
A1508	Public Courtyard & SMH Courtyard-Two Layout & Furniture Plan	As Noted
A1509	North Public Courtyard & SMH Courtyard-Two Grading Plan	As Noted
A1510	SMH Courtyard Layout & Grading Plans	As Noted
A1511	Public Space-Layout Plan	As Noted
A1512	Public Space Grading Plan	As Noted
A1513	Secure Court Layout, Grading & Planting Plans	As Noted
A1514	Patient Entry Layout & Grading Plan	As Noted
A1515	SMH Courtyard Layout & Grading Plans	As Noted

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A1516	Main Entry Level 100-Layout & Furniture Layout Plan	As Noted
A1517	Main Entry-Grading & SMH Roof Garden-Layout, Grading & Planting Plan	As Noted
A2000	Grid Setout Plan and Grid Nomenclature	As Noted
A2000.1	Grid Layout Part NBGH	As Noted
A2000.2	Grid Layout Part NEMHC	As Noted
A2001	Floor Plan - Level 100	1:500
A2002	Floor Plan - Level 200	1:500
A2003	Floor Plan - Level 300	1:500
A2004	Floor Plan - Level 400	1:500
A2005	Floor Depressions, Raised Pads & Openings Plan Level 100	1:300 & As Noted
A2006	Floor Depressions, Raised Pads & Openings Plan Level 200	1:300
A2007	Floor Depressions, Raised Pads & Openings Plan Level 300 & 400	1:300
A2011	Fire Separation Plan Level 100	1:300
A2012	Fire Separation Plan Level 200	1:300
A2013	Fire Separation Plan Level 300 & 400	1:300
A2021	Floor Plan - Level 100 NBGH	1:300
A2022	Floor Plan - Level 200 NBGH	1:300
A2023	Floor Plan - Level 300 NBGH	1:300
A2024	Floor Plan - Level 400 NBGH	1:300
A2025	Floor Plan - Level 100 NEMHC	1:300
A2026	Floor Plan - Level 200 NEMHC	1:300
A2027	Floor Plan - Level 300 NEMHC	1:300
A2101	Floor Plan - Level 100 Part 1	1:100
A2102	Floor Plan - Level 100 Part 2	1:100
A2103	Floor Plan - Level 100 Part 3	1:100
A2104	Floor Plan - Level 100 Part 4	1:100
A2105	Floor Plan - Level 100 Part 5	1:100
A2106	Floor Plan - Level 100 Part 6	1:100
A2107	Floor Plan - Level 100 Part 7	1:100
A2108	Floor Plan - Level 100 Part 8	1:100
A2109	Floor Plan - Level 100 Part 9	1:100
A2110	Floor Plan - Level 100 Part 10	1:100
A2201	Floor Plan - Level 200 Part 1	1:100
A2202	Floor Plan - Level 200 Part 2	1:100
A2203	Floor Plan - Level 200 Part 3	1:100
A2204	Floor Plan - Level 200 Part 4	1:100

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A2205	Floor Plan - Level 200 Part 5	1:100
A2206	Floor Plan - Level 200 Part 6	1:100
A2207	Floor Plan - Level 200 Part 7	1:100
A2208	Floor Plan - Level 200 Part 8	1:100
A2209	Floor Plan - Level 200 Part 9	1:100
A2210	Floor Plan - Level 200 Part 10	1:100
A2301	Floor Plan - Level 300 Part 1	1:100
A2302	Floor Plan - Level 300 Part 2	1:100
A2303	Floor Plan - Level 300 Part 3	1:100
A2304	Floor Plan- Level 300 Part 4	1:100
A2305	Floor Plan- Level 300 Part 5	1:100
A2306	Floor Plan - Level 300 Part 6	1:100
A2307	Floor Plan - Level 300 Part 7	1:100
A2401	Floor Plan - Level 400 Part 1	1:100
A2402	Floor Plan - Level 400 Part 2	1:100
A2403	Floor Plan - Level 400 Part 3	1:100
A2405	Floor Plan - Level 400 Part 5	1:100
A2501	Roof Plan NBGH And Details	1:10 & 1:500
A2502	Roof Plan NEMHC	1:500
A3001	Key Plan & Exterior Elevations	1:500 & 1:200
A3002	Exterior Elevations	1:100
A3003	Exterior Elevations	1:100
A3004	Exterior Elevations	1:100
A3005	Exterior Elevations	1:100
A3006	Exterior Elevations	1:100
A3007	Exterior Elevations	1:100
A3008	Exterior Elevations	1:100
A3009	Exterior Elevations	1:100 & As Noted
A3010	Exterior Elevations	1:100 & As Noted
A3101	Exterior Elevations	1:100 & 1:200
A3102	Exterior Elevations	1:100
A3103	Exterior Elevations	1:100
A3104	Exterior Elevations	1:100
A3105	Exterior Elevations	1:100
A3106	Exterior Elevations	1:100
A4000	Drawing List Sheet	N.T.S.
A4000.1	Door Details and Partition Types	1:50 & 1:5

Sheet Number	Drawing Title	Scale
A4000.2	NBRHC Section Key Plans Level 100 & 200	As Noted
A4000.3	NBRHC Section Key Plans Level 300 & 400	As Noted
A4001	NBRHC Cross Section	As Noted
A4002	NBRHC Cross Section	As Noted
A4003	NBRHC Cross Section	As Noted
A4004	Main Street Sectional Blow-Ups	As Noted
A4005	NBGH Wall Section	As Noted
A4006	NBGH Wall Section	As Noted
A4101	NBGH - Wall Sections	As Noted
A4102	NBGH - Wall Sections	As Noted
A4103	NBGH - Wall Sections	As Noted
A4104	NBGH - Wall Sections	As Noted
A4105	NBGH - Wall Sections	As Noted
A4106	NBGH - Wall Sections	As Noted
A4107	NBGH - Wall Sections	As Noted
A4108	NBGH - Wall Sections	As Noted
A4109	NBGH - Wall Sections	As Noted
A4110	NBGH - Wall Sections	As Noted
A4111	NBGH - Wall Sections	As Noted
A4112	NEMHC - Wall Sections	As Noted
A4113	NEMHC - Wall Sections	As Noted
A4114	NEMHC - Wall Sections	As Noted
A4115	NEMHC - Wall Sections	As Noted
A4116	NEMHC - Wall Sections	As Noted
A4117	NEMHC - Wall Sections	As Noted
A4118	NEMHC - Wall Sections	As Noted
A4119	NEMHC - Wall Sections	As Noted
A4120	NEMHC - Wall Sections	As Noted
A4201	NBGH - Section Details	As Noted
A4202	NBGH - Section Details	As Noted
A4203	NBGH - Section Details	As Noted
A4204	NBGH - Section Details	As Noted
A4205	NBGH - Section Details	As Noted
A4206	Not Used	
A4207	Not Used	
A4208	Not Used	
A4209	Not Used	
A4210	NEMHC - Section Details	As Noted
A4211	NEMHC - Section Details	As Noted
A4212	NEMHC - Section Details	As Noted

Sheet Number	Drawing Title	Scale
A4213	NEMHC - Section Details	As Noted
A4301	NBGH & NEMHC - Window & Door Details	As Noted
A4302	NBGH & NEMHC - Window & Door Details	As Noted
A4303	NBGH & NEMHC - Window & Door Details	As Noted
A4304	NBGH & NEMHC - Window & Door Details	As Noted
A4401	NBGH Plan Details	As Noted
A4402	NBGH plan details	As Noted
A4403	NBGH Plan Details	As Noted
A4404	NBGH Plan Details	As Noted
A4405	NBGH Plan Details	As Noted
A4406	Not Used	
A4407	Not Used	
A4408	Not Used	
A4409	Not Used	
A4410	NEMHC Plan Details	As Noted
A4411	NEMHC Plan Details	As Noted
A4412	NEMHC Plan Details	As Noted
A5001	Stair Plan & Cross Section	1:50 & As Noted
A5002	Stair Plan & Cross Section	1:50 & As Noted
A5003	Stair Plan & Cross Section	1:50 & As Noted
A5004	Stair Plan & Cross Section	1:50 & As Noted
A5005	Stair Plan & Cross Section	1:50 & As Noted
A5101	Elevator Plan Details & Sections E101-E102& E112-E113	As Noted
A5102	Elevator Plan Details & Sections E103-E106 & E115	As Noted
A5103	Elevator Plan Details & Sections E107-E109	As Noted
A5104	Elevator Plan Details & Sections E110-E111	As Noted
A6101	Reflected Ceiling Plan - Level 100 Part 1	1:100
A6102	Reflected Ceiling Plan - Level 100 Part 2	1:100
A6103	Reflected Ceiling Plan - Level 100 Part 3	1:100
A6104	Reflected Ceiling Plan - Level 100 Part 4	1:100
A6105	Reflected Ceiling Plan - Level 100 Part 5	1:100
A6106	Reflected Ceiling Plan - Level 100 Part 6	1:100
A6107	Reflected Ceiling Plan - Level 100 Part 7	1:100
A6108	Reflected Ceiling Plan - Level 100 Part 8	1:100
A6109	Reflected Ceiling Plan - Level 100 Part 9	1:100
A6110	Reflected Ceiling Plan - Level 100 Part 10	1:100
A6201	Reflected Ceiling Plan- Level 200 Part 1	1:100

Sheet Number	Drawing Title	Scale
A6202	Reflected Ceiling Plan - Level 200 Part 2	1:100
A6203	Reflected Ceiling Plan - Level 200 Part 3	1:100
A6204	Reflected Ceiling Plan - Level 200 Part 4	1:100
A6205	Reflected Ceiling Plan - Level 200 Part 5	1:100
A6206	Reflected Ceiling Plan - Level 200 Part 6	1:100
A6207	Reflected Ceiling Plan - Level 200 Part 7	1:100
A6208	Reflected Ceiling Plan - Level 200 Part 8	1:100
A6209	Reflected Ceiling Plan - Level 200 Part 9	1:100
A6210	Reflected Ceiling Plan - Level 200 Part 10	1:100
A6301	Reflected Ceiling Plan - Level 300 Part 1	1:100
A6302	Reflected Ceiling Plan - Level 300 Part 2	1:100
A6303	Reflected Ceiling Plan - Level 300 Part 3	1:100
A6304	Reflected Ceiling Plan- Level 300 Part 4	1:100
A6305	Reflected Ceiling Plan - Level 300 Part 5	1:100
A6306	Reflected Ceiling Plan - Level 300 Part 6	1:100
A6401	Reflected Ceiling Plan - Level 400 Part 1	1:100
A6402	Reflected Ceiling Plan - Level 400 Part 2	1:100
A6403	Reflected Ceiling Plan - Level 400 Part 3	1:100
A6405	Reflected Ceiling Plan - Level 400 Part 5	1:100
A6501	Miscellaneous Metal Details	As Noted
A6502	Miscellaneous Metal Details	As Noted
A6503	Miscellaneous Metal Details	As Noted
A6510	Ceiling Sections and Details	1:20
A6511	Ceiling Sections and Details	1:20
A7001	Corridor Elevations	1:100
A7002	Corridor Elevations	1:100
A7100	NBGH Main Street Elevations	1:100
A7101	NBGH Main Street Elevations	1:100
A7102	NBGH Main Street Elevations	1:100
A7110	Elevation Details	As Noted
A7111	Elevation Details	As Noted
A7112	Glulam Column Sect. & Elev. Details	As Noted
A7113	Elevation Details	As Noted
A7120	Main Street Section Details	As Noted
A7121	Main Street Section Details	As Noted
A7130	Main Street Column Plan Details	As Noted
A7131	Main Street Plan Details	As Noted
A7140	Boardroom Details	As Noted

Sheet Number	Drawing Title	Scale
A8001	Auditorium Plan, Elevations & Details	As Noted
A8002	Plan Details & Elevations Level 100	1:50
A8003	Plan Details & Elevations Level 100	1:50
A8004	Cafeteria Plans & Elevations	As Noted
A8005	Central Core, Gym and Horticulture	As Noted
A8006	Gymnasium Game Lines	1:100
A8007	Storage Tank Plans & Elevations	1:50 & 1:25
A8008	Secure Courtyard Plan & Elevations	1:100 & 1:50
A8010	Plan Details & Elevations Level 200	1:50
A8101	Cabinetry & Millwork Plans Level 100 Parts 1 & 2	1:50
A8102	Cabinetry & Millwork Plans Level 100 Part 3	1:50
A8103	Cabinetry & Millwork Plans Level 100 Part 7	1:50
A8104	Cabinetry & Millwork Plans Level 100 Part 8	1:50
A8105	Cabinetry & Millwork Plans Level 100 Parts 9 & 10	1:50
A8106	Cabinetry & Millwork Plans Level 200 Parts 1 & 2	1:50
A8107	Cabinetry & Millwork Plans Level 200 Part 3	1:50
A8108	Cabinetry & Millwork Plans Level 200 Parts 5 & 6	1:50
A8109	Cabinetry & Millwork Plans Level 200	1:50
A8201	Millwork Schedule	1:20
A8202	Millwork Schedule	1:20
A8211	Millwork Plan & Elevations Level 100	1:50
A8212	Millwork Plan & Elevations Level 100	1:50
A8213	Millwork Plan & Elevations Level 200	1:50
A8214	Millwork Plan & Elevations Level 200	1:50
A8215	Millwork Plan & Elevations Level 200	1:50
A8216	Millwork Plan & Elevations Level 200	1:50
A8217	Millwork Plan & Elevations Level 300	1:50
A8218	Millwork Plan & Elevations Level 300	1:50
A8219	Millwork Plan & Elevations Level 300	1:50
A8220	Millwork Plans & Elevations - Typical Patient Rooms	1:50
A8221	Millwork Plans & Elevations - Typical Patient Rooms	1:50
A8222	Operating Rooms Elevations Level 300	1:50
A8223	Operating Rooms Elevations Level 300	1:50
A8224	Millwork Plan & Elevations	1:50
A8301	Morgue, Specimen Area Floor Plans & Details	As Noted
A8302	Main Laboratory Floor Plan	1:50
A8303	Legends & Details	As Noted
A8304	Sections & Details	As Noted
A8401	Level 100 Foodservice Equipment Plans & Equipment Lists	1:50

Sheet Number	Drawing Title	Scale
A8402	Level 100 Foodservice Equipment Plans & Equipment Lists	1:50
A8403	Level 100 Foodservice Equipment Plans & Equipment Lists	1:50
A8404	Level 200 Foodservice Equipment Plans & Equipment Lists	1:50
A8405	Level 200 Foodservice Equipment Plans & Equipment Lists	1:50
A8406	Level 300 Foodservice Equipment Plans & Equipment Lists	1:50
A8407	Level 300 Foodservice Equipment Plans & Equipment Lists	1:50
A8408	Level 100 Foodservice Equipment Elevations	1:20
A8409	Level 100 Foodservice Equipment Elevations	1:20
A8410	Level 100 Foodservice Equipment Elevations	1:20
A8411	Level 100 Foodservice Equipment Elevations	1:20
A8412	Level 200 Foodservice Equipment Elevations	1:20
A8413	Level 200 Foodservice Equipment Elevations	1:20
A8414	Level 200 Foodservice Equipment Elevations	1:20
A8415	Level 300 Foodservice Equipment Elevations	1:20
A8416	Level 300 Foodservice Equipment Elevations	1:20
A8417	Levels 100, 200, 300 Food Serv. Equip. Sections and Details Key to Symbols	1:20
A8418	Levels 100, 200, 300 Food Serv. Equip. Sections and Details	1:20
A8419	Levels 100, 200, 300 Food Service Equipment Sections and Details	1:10 & As Noted
A8420	Levels 100, 200, 300 Food Service Equipment Sections and Details	1:10 & As Noted
A8421	Levels 100, 200, 300 Food Service Equipment Sections and Details	1:10 & As Noted
A9001	Canopy Plans & Elevations	As Noted
A9002	Miscellaneous Details	As Noted
A10000	NBGH Level 100 Floor Finish Plans	As Noted
A10001	NBGH Level 200 Floor Finish Plans	As Noted
A10002	NBGH Level 300 Floor Finish Plans	As Noted
A10003	NEMHC Level 100 Floor Finish Plans	As Noted
A10004	NEMHC Level 200 Floor Finish Plans & Details	As Noted
STRUCTURAL DRAWINGS		
S1000	Drawing List	
S1001	General Notes and Typical Details	N/A
S1002	Typical and Project Details	N/A
S1003	Drawing Notes, Drawing Legend and Project Details	N/A
S2001	Master Floor Plan Level 100	1:500

Sheet Number	Drawing Title	Scale
S2002	Master Floor Plan Level 200	1:500
S2003	Master Floor Plan Level 300	1:500
S2004	Master Floor Plan Level 400 & 500	1:500
S2101	Foundation/Level 100 Plan Part 1 Diagnostic Treatment	1:100
S2102	Foundation/Level 100 Plan Part 2 Diagnostic Treatment	1:100
S2103	Foundation/Level 100 Plan Part 3 Diagnostic Treatment	1:100
S2104	Foundation/Level 100 Plan Part 4 Patient Block	1:100
S2105	Foundation/Level 100 Plan Part 5 Patient Block	1:100
S2106	Foundation/Level 100 Plan Part 6 Patient Block	1:100
S2107	Foundation/Level 100 Plan Part 7 Mental Health	1:100
S2108	Foundation/Level 100 Plan Part 8 Mental Health	1:100
S2108B	Foundation/Level 100 Plan 8 Option "B" Mental Health	1:100
S2109	Foundation/Level 100 Plan Part 9 Mental Health	1:100
S2110	Foundation/Level 100 Plan Part 10 Mental Health	1:100
S2201	Level 200 Framing Plan Part 1 Diagnostic Treatment	1:100
S2202	Level 200 Framing Plan Part 2 Diagnostic Treatment	1:100
S2203	Level 200 Framing Plan Part 3 Diagnostic Treatment	1:100
S2204	Level 200 Framing Plan Part 4 Patient Block	1:100
S2205	Level 200 Framing Plan Part 5 Patient Block	1:100
S2206	Level 200 Framing Plan Part 6 Patient Block	1:100
S2207	Level 200 Framing Plan Part 7 Mental Health	1:100
S2208	Level 200 Framing Plan Part 8 Mental Health	1:100
S2208B	Level 200 Framing Plan Part 8 Option "B" Mental Health	1:100
S2209	Level 200 Framing Plan Part 9 Mental Health	1:100
S2210	Level 200 Framing Plan Part 10 Mental Health	1:100
S2301	Level 300 Framing Plan Part 1 Diagnostic Treatment	1:100
S2302	Level 300 Framing Plan Part 2 Diagnostic Treatment	1:100
S2303	Level 300 Framing Plan Part 3 Diagnostic Treatment	1:100
S2304	Level 300 Framing Plan Part 4 Patient Block	1:100
S2305	Level 300 Framing Plan Part 5 Patient Block	1:100
S2306	Level 300 Framing Plan Part 6 Patient Block	1:100
S2307	Level 300 Framing Plan Part 7/8 Mental Health	1:100
S2308	Level 300 Framing Plan Part 9/10 Mental Health	1:100
S2401	Level 400 Framing Plan Part 1 Diagnostic Treatment	1:100
S2402	Level 400 Framing Plan Part 2 Diagnostic Treatment	1:100
S2403	Level 400 Framing Plan Part 3 Diagnostic Treatment	1:100
S2404	Level 400 Framing Plan Part 4 Patient Block	1:100
S2405	Level 400 Framing Plan Part 5 Patient Block	1:100
S2406	Level 400 Framing Plan Part 6 Patient Block	1:100

Sheet Number	Drawing Title	Scale
S2407	Level 400 Framing Plan Part 7 Mental Health	1:100
S2408	Level 400 Framing Plan Part 8 Mental Health	1:100
S2409	Level 400 Framing Plan Part 9 Mental Health	1:100
S2410	Level 400 Framing Plan Part 10 Mental Health	1:100
S2501	Level 500 Framing Plan Part 1 Diagnostic Treatment	1:100
S2502	Level 500 Framing Plan Part 2 Diagnostic Treatment	1:100
S2503	Level 500 Framing Plan Part 3 Diagnostic Treatment	1:100
S2601	Centre Core Foundation/Level 100 Plan and Details Mental Health	As Noted
S2602	Centre Core Level 200 Framing Plan and Details Mental Health	1:100 U/N
S2603	Centre Core Level 300 Framing Plan and Details Mental Health	1:100 U/N
S2604	Centre Core Sections and Details Mental Health	1:100 U/N
S2701	Mechanical Shaft Plan and Details Diagnostic Treatment	1:100 U/N
S3111	Foundation Sections Diagnostic Treatment	1:20
S3112	Foundation Sections Diagnostic Treatment	1:20
S3113	Foundation Sections Diagnostic Treatment	1:20
S3114	Foundation Sections Diagnostic Treatment	
S3121	Foundation Sections Patient Block	1:20
S3122	Foundation Sections Patient Block	1:20
S3131	Foundation Sections Mental Health	1:20
S3211	Level 200 Sections Diagnostic Treatment	1:20
S3212	Level 200 Sections Diagnostic Treatment	1:20
S3213	Level 200 Sections Diagnostic Treatment	1:20
S3221	Level 200/300/400 Sections Patient Block	1:20
S3231	Level 200/300 Sections Mental Health	1:20
S3311	Level 300 Sections Diagnostic Treatment	1:20
S3312	Level 300 Sections Diagnostic Treatment	1:20
S3411	Level 400 Sections Diagnostic Treatment	1:20
S3431	Level 400 Sections Mental Health	As Noted
S3511	Level 500 Sections Diagnostic Treatment	1:20
S3611	Canopy Details Diagnostic Treatment	As Noted

Sheet Number	Drawing Title	Scale
S4011	Wall Elevations Diagnostic Treatment	1:50
S4012	Wall Elevations Diagnostic Treatment	1:50
S4031	Frame Elevations Mental Health	As Noted
S4032	Frame Elevations Mental Health/Patient Block	As Noted
S5011	Column Schedule Diagnostic Treatment	N/A
S5031	Column Schedule Mental Health/Patient Block	N/A
S5032	Column Schedule Mental Health/Patient Block	N/A
S6011	Shear Wall Schedule Diagnostic Treatment	N/A
S6021	Shear Wall Schedule Patient Block	N/A
S7011	Beam Schedule Diagnostic Treatment	N/A
S7021	Beam Schedule Patient Block	N/A
Digit 1	Digit 2	Digit 3
Discipline	Drawing Type	Level
	2= plans	
	3= sections	
	4=wall elevations	
	5=column schedule	Levels 1 to 5
	6=shear wall schedules	
	7=beam schedules	
<u>MECHANICAL DRAWINGS</u>		
M1000	Drawing List	N.T.S.
M1001	Legend	N.T.S.
M1002	Site Plan	1:1500
M1003	Mechanical Schedules Sheet #1	N.T.S.
M1004	Mechanical Schedules Sheet #2	N.T.S.
M1005	Mechanical Schedules Sheet #3	N.T.S.
M1006	Mechanical Schedules Sheet #4	N.T.S.
M1007	Mechanical Schedules Sheet #5	N.T.S.
M1008	Mechanical Schedules Sheet #6	N.T.S.
M1009	Mechanical Schedules Sheet #7	N.T.S.
M1010	Mechanical Schedules Sheet #8	N.T.S.
M1011	Mechanical Schedules Sheet #9	N.T.S.
M2011	Floor Plan Foundation - NBGH Part 1	1:100
M2012	Floor Plan Foundation - NBGH Part 2	1:100

Sheet Number	Drawing Title	Scale
M2013	Floor Plan Foundation - NBGH Part 3	1:100
M2014	Floor Plan Foundation - NBGH Part 4	1:100
M2015	Floor Plan Foundation - NBGH Part 5	1:100
M2016	Floor Plan Foundation - NBGH Part 6	1:100
M2017	Floor Plan Foundation - NEMHC Part 7	1:100
M2018	Floor Plan Foundation - NEMHC Part 8	1:100
M2019	Floor Plan Foundation - NEMHC Part 9	1:100
M2020	Floor Plan Foundation - NEMHC Part 10	1:100
M2111	Floor Plan Level 100 - NBGH Part 1	1:100
M2112	Floor Plan Level 100 - NBGH Part 2	1:100
M2113	Floor Plan Level 100 - NBGH Part 3	1:100
M2114	Floor Plan Level 100 - NBGH Part 4	1:100
M2115	Floor Plan Level 100 - NBGH Part 5	1:100
M2116	Floor Plan Level 100 - NBGH Part 6	1:100
M2117	Floor Plan Level 100 - NEMHC Part 7	1:100
M2118	Floor Plan Level 100 - NEMHC Part 8	1:100
M2119	Floor Plan Level 100 - NEMHC Part 9	1:100
M2120	Floor Plan Level 100 - NEMHC Part 10	1:100
M2211	Floor Plan Level 200 - NBGH Part 1	1:100
M2212	Floor Plan Level 200 - NBGH Part 2	1:100
M2213	Floor Plan Level 200 - NBGH Part 3	1:100
M2214	Floor Plan Level 200 - NBGH Part 4	1:100
M2215	Floor Plan Level 200 - NBGH Part 5	1:100
M2216	Floor Plan Level 200 - NBGH Part 6	1:100
M2217	Floor Plan Level 200 - NEMHC Part 7	1:100
M2218	Floor Plan Level 200 - NEMHC Part 8	1:100
M2219	Floor Plan Level 200 - NEMHC Part 9	1:100
M2220	Floor Plan Level 200 - NEMHC Part 10	1:100
M2311	Floor Plan Level 300 - NBGH Part 1	1:100
M2312	Floor Plan Level 300 - NBGH Part 2	1:100
M2313	Floor Plan Level 300 - NBGH Part 3	1:100
M2314	Floor Plan Level 300 - NBGH Part 4	1:100
M2315	Floor Plan Level 300 - NBGH Part 5	1:100
M2316	Floor Plan Level 300 - NBGH Part 6	1:100
M2317	Floor Plan Level 300 - NEMHC Part 7	1:100
M2318	Floor Plan Level 300 - NEMHC Part 8	1:100
M2319	Floor Plan Level 300 - NEMHC Part 9	1:100
M2320	Floor Plan Level 300 - NEMHC Part 10	1:100
M2411	Floor Plan Level 400 - NBGH East Penthouse	1:100

Sheet Number	Drawing Title	Scale
M2412	Floor Plan Level 400 - NbgH West Penthouse	1:100
M2511	Floor Plan Roof - NBGH Part 1	1:100
M2512	Floor Plan Roof - NBGH Part 2	1:100
M2513	Floor Plan Roof - NBGH Part 3	1:100
M2514	Floor Plan Roof - NBGH Part 4	1:100
M2515	Floor Plan Roof - NBGH Part 5	1:100
M2516	Floor Plan Roof - NBGH Part 6	1:100
M2517	Floor Plan Roof - NEMHC Part 7	1:100
M2518	Floor Plan Roof - NEMHC Part 8	1:100
M2519	Floor Plan Roof - NEMHC Part 9	1:100
M2520	Floor Plan Roof - NEMHC Part 10	1:100
M3111	Floor Plan Level 100 - NBGH Part 1	1:100
M3112	Floor Plan Level 100 - NBGH Part 2	1:100
M3113	Floor Plan Level 100 - NBGH Part 3	1:100
M3114	Floor Plan Level 100 - NBGH Part 4	1:100
M3115	Floor Plan Level 100 - NBGH Part 5	1:100
M3116	Floor Plan Level 100 - NBGH Part 6	1:100
M3211	Floor Plan Level 200 - NBGH Part 1	1:100
M3212	Floor Plan Level 200 - NBGH Part 2	1:100
M3213	Floor Plan Level 200 - NBGH Part 3	1:100
M3214	Floor Plan Level 200 - NBGH Part 4	1:100
M3215	Floor Plan Level 200 - NBGH Part 5	1:100
M3216	Floor Plan Level 200 - NBGH Part 6	1:100
M3311	Floor Plan Level 300 - NBGH Part 1	1:100
M3312	Floor Plan Level 300 - NBGH Part 2	1:100
M3313	Floor Plan Level 300 - NBGH Part 3	1:100
M3314	Floor Plan Level 300 - NBGH Part 4	1:100
M3315	Floor Plan Level 300 - NBGH Part 5	1:100
M3316	Floor Plan Level 300 - NBGH Part 6	1:100
M4111	Floor Plan Level 100 - NBGH Part 1	1:100
M4112	Floor Plan Level 100 - NBGH Part 2	1:100
M4113	Floor Plan Level 100 - NBGH Part 3	1:100
M4114	Floor Plan Level 100 - NBGH Part 4	1:100
M4115	Floor Plan Level 100 - NBGH Part 5	1:100
M4116	Floor Plan Level 100 - NBGH Part 6	1:100
M4117	Floor Plan Level 100 - NEMHC Part 7	1:100
M4118	Floor Plan Level 100 - NEMHC Part 8	1:100
M4119	Floor Plan Level 100 - NEMHC Part 9	1:100

Sheet Number	Drawing Title	Scale
M4120	Floor Plan Level 100 - NEMHC Part 10	1:100
M4211	Floor Plan Level 200 - NBGH Part 1	1:100
M4212	Floor Plan Level 200 - NBGH Part 2	1:100
M4213	Floor Plan Level 200 - NBGH Part 3	1:100
M4214	Floor Plan Level 200 - NBGH Part 4	1:100
M4215	Floor Plan Level 200 - NBGH Part 5	1:100
M4216	Floor Plan Level 200 - NBGH Part 6	1:100
M4217	Floor Plan Level 200 - NEMHC Part 7	1:100
M4218	Floor Plan Level 200 - NEMHC Part 8	1:100
M4219	Floor Plan Level 200 - NEMHC Part 9	1:100
M4220	Floor Plan Level 200 - NEMHC Part 10	1:100
M4311	Floor Plan Level 300 - NBGH Part 1	1:100
M4312	Floor Plan Level 300 - NBGH Part 2	1:100
M4313	Floor Plan Level 300 - NBGH Part 3	1:100
M4314	Floor Plan Level 300 - NBGH Part 4	1:100
M4315	Floor Plan Level 300 - NBGH Part 5	1:100
M4316	Floor Plan Level 300 - NBGH Part 6	1:100
M4511	Floor Plan Roof - NBGH Part 1	1:100
M4512	Floor Plan Roof - NBGH Part 2	1:100
M4513	Floor Plan Roof - NBGH Part 3	1:100
M4514	Floor Plan Roof - NBGH Part 4	1:100
M4515	Floor Plan Roof - NBGH Part 5	1:100
M4516	Floor Plan Roof - NBGH Part 6	1:100
M5111	Floor Plan Level 100 - NBGH Part 1	1:100
M5112	Floor Plan Level 100 - NBGH Part 2	1:100
M5113	Floor Plan Level 100 - NBGH Part 3	1:100
M5114	Floor Plan Level 100 - NBGH Part 4	1:100
M5115	Floor Plan Level 100 - NBGH Part 5	1:100
M5116	Floor Plan Level 100 - NBGH Part 6	1:100
M5117	Floor Plan Level 100 - NEMHC Part 7	1:100
M5118	Floor Plan Level 100 - NEMHC Part 8	1:100
M5119	Floor Plan Level 100 - NEMHC Part 9	1:100
M5120	Floor Plan Level 100 - NEMHC Part 10	1:100
M5211	Floor Plan Level 200 - NBGH Part 1	1:100
M5212	Floor Plan Level 200 - NBGH Part 2	1:100
M5213	Floor Plan Level 200 - NBGH Part 3	1:100
M5214	Floor Plan Level 200 - NBGH Part 4	1:100
M5215	Floor Plan Level 200 - NBGH Part 5	1:100

Sheet Number	Drawing Title	Scale
M5216	Floor Plan Level 200 - NBGH Part 6	1:100
M5217	Floor Plan Level 200 - NEMHC Part 7	1:100
M5218	Floor Plan Level 200 - NEMHC Part 8	1:100
M5219	Floor Plan Level 200 - NEMHC Part 9	1:100
M5220	Floor Plan Level 200 - NEMHC Part 10	1:100
M5311	Floor Plan Level 300 - NBGH Part 1	1:100
M5312	Floor Plan Level 300 - NBGH Part 2	1:100
M5313	Floor Plan Level 300 - NBGH Part 3	1:100
M5314	Floor Plan Level 300 - NBGH Part 4	1:100
M5315	Floor Plan Level 300 - NBGH Part 5	1:100
M5316	Floor Plan Level 300 - NBGH Part 6	1:100
M6111	Floor Plan Level 100 - NBGH Part 1	1:100
M6112	Floor Plan Level 100 - NBGH Part 2	1:100
M6113	Floor Plan Level 100 - NBGH Part 3	1:100
M6114	Floor Plan Level 100 - NBGH Part 4	1:100
M6115	Floor Plan Level 100 - NBGH Part 5	1:100
M6116	Floor Plan Level 100 - NBGH Part 6	1:100
M6117	Floor Plan Level 100 - NEMHC Part 7	1:100
M6118	Floor Plan Level 100 - NEMHC Part 8	1:100
M6119	Floor Plan Level 100 - NEMHC Part 9	1:100
M6120	Floor Plan Level 100 - NEMHC Part 10	1:100
M6211	Floor Plan Level 200 - NBGH Part 1	1:100
M6212	Floor Plan Level 200 - NBGH Part 2	1:100
M6213	Floor Plan Level 200 - NBGH Part 3	1:100
M6214	Floor Plan Level 200 - NBGH Part 4	1:100
M6215	Floor Plan Level 200 - NBGH Part 5	1:100
M6216	Floor Plan Level 200 - NBGH Part 6	1:100
M6217	Floor Plan Level 200 - NEMHC Part 7	1:100
M6218	Floor Plan Level 200 - NEMHC Part 8	1:100
M6219	Floor Plan Level 200 - NEMHC Part 9	1:100
M6220	Floor Plan Level 200 - NEMHC Part 10	1:100
M6311	Floor Plan Level 300 - NBGH Part 1	1:100
M6312	Floor Plan Level 300 - NBGH Part 2	1:100
M6313	Floor Plan Level 300 - NBGH Part 3	1:100
M6314	Floor Plan Level 300 - NBGH Part 4	1:100
M6315	Floor Plan Level 300 - NBGH Part 5	1:100
M6316	Floor Plan Level 300 - NBGH Part 6	1:100
M6317	Floor Plan Level 300 - NEMHC Part 7	1:100
M6318	Floor Plan Level 300 - NEMHC Part 8	1:100

Sheet Number	Drawing Title	Scale
M6319	Floor Plan Level 300 - NEMHC Part 9	1:100
M6320	Floor Plan Level 300 - NEMHC Part 10	1:100
M6411	Floor Plan Level 400 - NBGH Part 1	1:100
M6412	Floor Plan Level 400 - NBGH Part 2	1:100
M6413	Floor Plan Level 400 - Nursing Tower Penthouses	1:100
M7101	Floor Plan Level 100 - NBGH	1:300
M7102	Floor Plan Level 100 - NEMHC	1:300
M7201	Floor Plan Level 200 - NBGH	1:300
M7202	Floor Plan Level 200 - NEMHC	1:300
M7301	Floor Plan Level 300 - NBGH	1:300
M8001	Fuel Oil Tanks & Sterilizer Room	As Noted
M8301	Floor Plan Level 300 - West NEMHC (Lower)	1:50
M8302	Floor Plan Level 300 - West NEMHC (Upper)	1:50
M8303	Floor Plan Level 300 - East NEMHC (Lower)	1:50
M8304	Floor Plan Level 300 - East NEMHC (Upper)	1:50
M8305	Floor Plan Level 300 - NEMHC Penthouses	TBD
M8306	Level 100 NEMHC Workshop Dust Collection System	TBD
M8411	Floor Plan Level 400 - Part 1A NBGH (Lower)	1:50
M8412	Floor Plan Level 400 - Part 1A NBGH (Upper)	1:50
M8413	Floor Plan Level 400 - Part 1B NBGH (Lower)	1:50
M8414	Floor Plan Level 400 - Part 1B NBGH (Upper)	1:50
M8415	Part Plan Level 400 - Mechanical & Electrical Rooms	As Noted
M8416	Floor Plan Level 400 - Part 2A NBGH (Lower)	1:50
M8417	Floor Plan Level 400 - Part 2A NBGH (Upper)	1:50
M8418	Floor Plan Level 400 - Part 2B NBGH (Lower)	1:50
M8419	Floor Plan Level 400 - Part 2B NBGH (Upper)	1:50
M8420	Floor Plan Level 400 - NBGH	As Shown
M8421	Mech Rooms Sections & Details Sheet 1 NBGH	As Shown
M8422	Mech Rooms Sections & Details Sheet 2 NBGH	TBD
M8424	Chiller Plant (Lower)	1:50
M8425	Chiller Plant (Upper)	1:50
M8426	Boiler & Generator Room (Lower)	1:50
M8427	Boiler & Generator Room (Upper)	1:50
M9201	Level 300 Washrooms & Miscellaneous Details	As Noted
M9202	Plumbing Details - Food Services Sheet 1	As Shown

Sheet Number	Drawing Title	Scale
M9203	Plumbing Details - Food Services Sheet 2	As Shown
M9204	Plumbing Details	N.T.S.
M9205	Plumbing Risers – Sheet 1	N.T.S.
M9206	Plumbing Risers - Sheet 2	N.T.S.
M9207	Plumbing Risers - Sheet 3	N.T.S.
M9208	Plumbing Risers - Sheet 4	N.T.S.
M9209	Plumbing Risers - Sheet 5	N.T.S.
M9210	Part Plan Level 200 Laboratory	1:50
M9211	Plumbing Profiles	As Shown
M9212	Plumbing Details - Food Services NEMHC Sheet 1	1:100
M9213	Plumbing Details	1:100
M9214	Plumbing Risers - Sheet 6	N.T.S.
M9215	Plumbing Details - Pure Water System	N.T.S.
M9301	Medical Gases Details	As Shown
M9302	Medical Gases Risers 1	N.T.S.
M9401	HVAC Details - Sheet 1	As Shown
M9402	HVAC Details - Sheet 2	As Shown
M9403	HVAC Details - Sheet 3	As Shown
M9404	HVAC Details - Sheet 4	As Shown
M9405	HVAC Details - Sheet 5	As Shown
M9501	Heating Schematic Sheet #1	N.T.S.
M9502	Cooling Schematic Sheet #2	N.T.S.
M9503	Cooling Schematic	N.T.S.
M9504	Steam Schematic	N.T.S.
M9505	Heat Riser	N.T.S.
M9601	Fire Protection Schematic	N.T.S.
M9602	Fire Protection Standpipe Riser And Details	N.T.S.
M9701	Pneumatic Tube Details	As Shown
M9801	Control Diagrams - Sheet 1	N.T.S.
M9802	Control Diagrams - Sheet 2	N.T.S.
M9803	Control Diagrams - Sheet 3	N.T.S.
M9901	Partial Floor Plan Level 100 - Option B	As Noted
ELECTRICAL DRAWINGS		
E0001	Legend and Drawing List	N.T.S.

Sheet Number	Drawing Title	Scale
E1100	Site Plan	1:1000
E2101	High Voltage Distribution Single Line Diagram	N.T.S.
E2102	Power Single Line Diagram Level 100 NBGH	N.T.S.
E2103	Power Single Line Diagram Level 400 NBGH	N.T.S.
E2104	Power Single Line Diagrams Nursing Block NBGH	N.T.S.
E2105	Power Single Line Diagrams NEMHC	N.T.S.
E2106	Ups Single Line Diagram and Riser Diagram	N.T.S.
E2201	Power Riser Diag - Diagnostic Block	N.T.S.
E2202	Power Riser Diag - Nursing Block	N.T.S.
E2203	Power Riser Diag - NEMHC	N.T.S.
E2301	Switchgear Elevations Level 100 NBGH	N.T.S.
E2302	Switchgear Elevations Level 400 NBGH	N.T.S.
E2303	Switchgear Elevations Level 100 & 400 NBGH	N.T.S.
E2304	Switchgear Elevations Nursing Block NBGH	N.T.S.
E2305	Switchgear Elevations NEMHC	N.T.S.
E2401	Level 100 Electrical Room Layouts	1:50
E2402	Level 400 Electrical Room Layouts	1:50
E3111	Lighting Layout Level 100 - Part 1	1:100
E3112	Lighting Layout Level 100 - Part 2	1:100
E3113	Lighting Layout Level 100 - Part 3	1:100
E3114	Lighting Layout Level 100 - Part 4	1:100
E3115	Lighting Layout Level 100 - Part 5	1:100
E3116	Lighting Layout Level 100 - Part 6	1:100
E3117	Lighting Layout Level 100 - Part 7	1:100
E3118	Lighting Layout Level 100 - Part 8	1:100
E3119	Lighting Layout Level 100 - Part 9	1:100
E3120	Lighting Layout Level 100 - Part 10	1:100
E3211	Lighting Layout Level 200 - Part 1	1:100
E3212	Lighting Layout Level 200 - Part 2	1:100
E3213	Lighting Layout Level 200 - Part 3	1:100
E3214	Lighting Layout Level 200 - Part 4	1:100
E3215	Lighting Layout Level 200 - Part 5	1:100
E3216	Lighting Layout Level 200 - Part 6	1:100
E3217	Lighting Layout Level 200 - Part 7	1:100
E3218	Lighting Layout Level 200 - Part 8	1:100
E3219	Lighting Layout Level 200 - Part 9	1:100
E3220	Lighting Layout Level 200 - Part 10	1:100

Sheet Number	Drawing Title	Scale
E3311	Lighting Layout Level 300 - Part 1	1:100
E3312	Lighting Layout Level 300 - Part 2	1:100
E3313	Lighting Layout Level 300 - Part 3	1:100
E3314	Lighting Layout Level 300 - Part 4	1:100
E3315	Lighting Layout Level 300 - Part 5	1:100
E3316	Lighting Layout Level 300 - Part 6	1:100
E3317	Lighting Layout Level 300 - NEMHC Penthouses	1:100
E4111	Power Layout Level 100 - Part 1	1:100
E4112	Power Layout Level 100 - Part 2	1:100
E4113	Power Layout Level 100 - Part 3	1:100
E4114	Power Layout Level 100 - Part 4	1:100
E4115	Power Layout Level 100 - Part 5	1:100
E4116	Power Layout Level 100 - Part 6	1:100
E4117	Power Layout Level 100 - Part 7	1:100
E4118	Power Layout Level 100 - Part 8	1:100
E4119	Power Layout Level 100 - Part 9	1:100
E4120	Power Layout Level 100 - Part 10	1:100
E4211	Power Layout Level 200 - Part 1	1:100
E4212	Power Layout Level 200 - Part 2	1:100
E4213	Power Layout Level 200 - Part 3	1:100
E4214	Power Layout Level 200 - Part 4	1:100
E4215	Power Layout Level 200 - Part 5	1:100
E4216	Power Layout Level 200 - Part 6	1:100
E4217	Power Layout Level 200 - Part 7	1:100
E4218	Power Layout Level 200 - Part 8	1:100
E4219	Power Layout Level 200 - Part 9	1:100
E4220	Power Layout Level 200 - Part 10	1:100
E4311	Power Layout Level 300 - Part 1	1:100
E4312	Power Layout Level 300 - Part 2	1:100
E4313	Power Layout Level 300 - Part 3	1:100
E4314	Power Layout Level 300 - Part 4	1:100
E4315	Power Layout Level 300 - Part 5	1:100
E4316	Power Layout Level 300 - Part 6	1:100
E5111	Systems Layout Level 100 - Part 1	1:100
E5112	Systems Layout Level 100 - Part 2	1:100
E5113	Systems Layout Level 100 - Part 3	1:100
E5114	Systems Layout Level 100 - Part 4	1:100
E5115	Systems Layout Level 100 - Part 5	1:100

Sheet Number	Drawing Title	Scale
E5116	Systems Layout Level 100 - Part 6	1:100
E5117	Systems Layout Level 100 - Part 7	1:100
E5118	Systems Layout Level 100 - Part 8	1:100
E5119	Systems Layout Level 100 - Part 9	1:100
E5120	Systems Layout Level 100 - Part 10	1:100
E5211	Systems Layout Level 200 - Part 1	1:100
E5212	Systems Layout Level 200 - Part 2	1:100
E5213	Systems Layout Level 200 - Part 3	1:100
E5214	Systems Layout Level 200 - Part 4	1:100
E5215	Systems Layout Level 200 - Part 5	1:100
E5216	Systems Layout Level 200 - Part 6	1:100
E5217	Systems Layout Level 200 - Part 7	1:100
E5218	Systems Layout Level 200 - Part 8	1:100
E5219	Systems Layout Level 200 - Part 9	1:100
E5220	Systems Layout Level 200 - Part 10	1:100
E5311	Systems Layout Level 300 - Part 1	1:100
E5312	Systems Layout Level 300 - Part 2	1:100
E5313	Systems Layout Level 300 - Part 3	1:100
E5314	Systems Layout Level 300 - Part 4	1:100
E5315	Systems Layout Level 300 - Part 5	1:100
E5316	Systems Layout Level 300 - Part 6	1:100
E5317	Systems Layout Level 300 - Part 7 & 8 (NEMHC)	1:100
E5318	Systems Layout Level 300 - Part 9 & 10 (NEMHC)	1:100
E6101	NBGH Basement Plan - Grounding	1:300
E6102	NEMHC Basement Plan - Grounding	1:300
E6103	NEMHC Basement Plan - Grounding	1:300
E6201	NBGH Roof East Lightning Protection Plan	1:300
E6202	NEMHC Roof West Lightning Protection Plan	1:300
E6203	NEMHC Lightning Protection	N.T.S.
E6204	Lightning Protection Details	N.T.S.
E6301	Grounding Riser - Diagnostics Block	N.T.S.
E6302	Grounding Riser - Nursing Block	N.T.S.
E6303	Grounding Riser - NEMHC	N.T.S.
E7101	Fire Alarm Riser Diag. - Diagnostics Block	N.T.S.
E7102	Fire Alarm Riser Diag. - Nursing Block	N.T.S.
E7103	Fire Alarm Riser Diag. - NEMHC	N.T.S.

Sheet Number	Drawing Title	Scale
E8101	Telecommunications Backbone Riser Diag. - NBRHC	N.T.S.
E8102	Telecommunications Duct Riser Diag. - Diagnostic Block NBGH	N.T.S.
E8103	Telecommunications Duct Riser Diag. - Nursing Block NBGH	N.T.S.
E8104	Telecommunications Duct Riser Diag. - NEMHC	N.T.S.
E8105	Telecommunications Details 1	N.T.S.
E8106	Telecommunications Details 2	N.T.S.
E8107	Telecommunications Labelling and Testing	N.T.S.
E8108	Telecommunications Wiring Diagram	N.T.S.
E8109	Telecommunications Racks Layouts #1	N.T.S.
E8110	Telecommunications Racks Layouts #2	N.T.S.
E8111	Telecommunications Racks Layouts #3	N.T.S.
E8112	Telecommunications Racks Layouts #4	N.T.S.
E8201	Level 100 Telecommunications Rooms Layouts	As Shown
E8202	Level 200 & Level 300 Telecommunications Rooms Layouts	As Shown
E8301	Cable TV & Master Clock System Riser Diag. - Nursing Block NBGH	As Shown
E8302	Cable TV & Master Clock System Riser Diag. - Diagnostic Block NBGH	As Shown
E8303	Cable TV & Master Clock System Riser Diag. - NEMHC	As Shown
E9101	Patient Services Units List & Details	N.T.S.
E9111	Outdoor Substation Details - NBGH	N.T.S.
E9112	Duct Banks and Misc Details	
E9201	Level 100 Food Service Equipment Schedules - NBGH	N.T.S.
E9202	Level 200 Food Service Equipment Schedules - NBGH	1:50
E9203	Level 300 Food Service Equipment Schedules - NBGH	1:50
E9204	Level 100 Food Service Area Power Layouts - NBGH	1:50
E9205	Level 200 and 300 Food Service Area Power Layouts – NBGH	1:50
E9211	Level 100 Food Services Equipment Schedules - NEMHC	N.T.S.
E9212	Level 200 Food Services Equipment Schedules - NEMHC	1:50
E9213	Level 100 Food Services Area Power Layouts - NEMHC	1:50
E9214	Level 200 Food Services Area Power Layouts - NEMHC	1:50
E9301	Nurse Call Riser Diag. and Schedules - Diagnostics Block	N.T.S.

Sheet Number	Drawing Title	Scale
	NBGH	
E9302	Nurse Call Riser Diag. and Schedules - Nursing Block NBGH	N.T.S.
E9311	Lab Equipment Schedules	N.T.S.
E9312	Lab Equipment Schedules & Morgue Rm Power Layout	N.T.S.
E9313	Laboratory Power Layout	N.T.S.
E9321	Diagnostic Imaging Power Layout	N.T.S.
E9331	Level 100-Power Layouts (NEMHC)	N.T.S.
E9401	Security Riser (Card Access)	As Shown
E9402	Security Details	As Shown
E9403	CCTV Riser Diagram	As Shown
E9404	CCTV Wiring Diagram	As Shown
E9501	A/V Wiring Diagram	As Shown
E9502	A/V Systems Details	As Shown
E9503	A/V Cabinet Diagram	As Shown

3. Addenda to Documents and Drawings Constituting the Existing Design

The Parties acknowledge and agree that the documents and drawings constituting the Existing Design were amended by the following addenda issued in accordance with the Request for Proposals:

- (a) Addenda QA01 to QA05;
- (b) Addenda QA07 to QA71;
- (c) Addenda ED01 to ED25;
- (d) Addenda BD01 to BD29; and
- (e) Addenda BD30.

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SCHEDULE 32

RISK ASSESSMENT GUIDELINES

As set out in Section 18.4(e) of the Project Agreement, the following chart illustrates the expected treatment of a number of possible issues which may be encountered during completion of the Works:

RISK ASSESSMENT GUIDELINE:		A = Project Co Design Contingency (Project Co's Cost) B = Unforeseen (NBGH's cost) C = Scope Change (NBGH's cost) D = Core design functionality (NBGH's cost)			
		A	B	C	D
1.	At SPD level, add 5 fire dampers. Fire rated partition shown on drawings.	√			
2.	2 hour fire separation required for stairwell. One wall does not show proper Fire Resistance Rating (rated door, hardware, fire damper also required).	√			
3.	Add starter for fan EF-E7, located on roof.	√			
4.	Cost for preparation of interference drawings.	√			
5.	Structural design insufficient to accommodate loading requirements of the specified equipment in penthouse.				√
6.	Final equipment selection requires modifications to services/space outside the tolerances specified.			√	
7.	Reinforcing to install wall mounted equipment not shown, but is required by manufacturer.	√			
8.	Replace 20' of underground broken drainage pipe.		√		
9.	Existing duct riser is removed and resulting opening needs to be firestopped.	√			
10.	Emergency voice communications		√		

RISK ASSESSMENT GUIDELINE:		A = Project Co Design Contingency (Project Co's Cost) B = Unforeseen (NBGH's cost) C = Scope Change (NBGH's cost) D = Core design functionality (NBGH's cost)			
		A	B	C	D
	speakers volume meets specification, but not sufficient when tested by building inspector. Relocation or additional speakers required.				
11.	Sprinkler layout does not comply with code requirements.	√			
12.	Re: exit requirements, Building inspector rules that travel distance is exceeded (different method of measuring). Additional measures to be implemented.		√		
13.	Building inspector and Fire Marshall have different interpretations of whether standpipe enclosure to be fire rated. Additional cost incurred.		√		
14.	Bulkhead impedes visibility of exit sign. Modifications to exit sign placement required.	√			
15.	Headroom does not meet Ontario Building Code or design requirements due to lack of design coordination and Subcontractor coordination.	√			
16.	Headroom does not meet Ontario Building Code or design requirements due to initial design fundamentally unable to meet headroom requirements.				√
17.	Barrier free washrooms do not achieve turning radius due to Project Co-initiated change to toilet size.	√			
18.	Barrier free washrooms do not achieve turning radius due to design/construction coordination issues.	√			
19.	Barrier free washrooms do not achieve				√

RISK ASSESSMENT GUIDELINE:		A = Project Co Design Contingency (Project Co's Cost) B = Unforeseen (NBGH's cost) C = Scope Change (NBGH's cost) D = Core design functionality (NBGH's cost)			
		A	B	C	D
	turning radius due to initial design fundamentally unable to provide required turning radius.				
20.	Providing additional electrical connections (not on the drawings) to supply fans (on the drawings) required additional capacity in the electrical panel. a. <u>Electrical connections</u> : Project Co Design Contingency b. <u>Capacity of panel</u> : NBGH	√			√
21.	Interference drawings and on-site conditions require additional lengths of ductwork/insulation.	√			
22.	Floor layout requires a total of 20,000 cfm air supply but unit is sized at 10,000 cfm.				√
23.	Drains required for refrigerator/freezers shown on equipment schedule but not on drawings. Requires larger main drain. a. <u>Drains</u> : Project Co Design Contingency b. <u>Main drain size increase</u> : NBGH	√			√
24.	New structural openings required (not shown on drawings) due to new duct risers (shown on drawings).	√			
25.	Infilling of existing structural openings found after demolition (not on existing documentation nor reasonably inferable).		√		
26.	Shower specified would not fit through door. Project Co can install prior to installing door.	√			

RISK ASSESSMENT GUIDELINE:		A = Project Co Design Contingency (Project Co's Cost) B = Unforeseen (NBGH's cost) C = Scope Change (NBGH's cost) D = Core design functionality (NBGH's cost)			
		A	B	C	D
27.	NBGH food service provider requires changes to M&E services supplying coffee shop.			√	
28.	Sump pit shown on drawings but sump pit cover missing from specification.	√			
29.	Millwork schedule for a resident room shows nothing, but plans show millwork for clothing storage in resident room.	√			
30.	Fan shown on mechanical drawing but not connected on electrical drawings. Connection of fan to closest Motor Control Centre.	√			
31.	Same as above but the feeder to Motor Control Centre needs to be modified to suit additional increase in Load.				√
32.	Five fire shutters shown, one additional fire shutter required on 6 th opening adjacent to other five.	√			
33.	Five fire shutters shown, one additional fire shutter required because building inspector interprets Building Code differently from the consultants and on which basis the building permit was received.		√		
34.	Mechanical specifications heat wheels as equipment in the Project, but they do not appear on the drawings so quantity and location not known.				√

- Note 1: Project Co shall be responsible to meet all codes, regulations, bylaws and standards to the same extent as per industry standard on similar projects in Ontario.
- Note 2: These examples are illustrative samples of the types of coordination issues which may be encountered, and the findings the Architect of Record might reasonably make as

to whether the issues are Project Co Design Contingency issues. These examples are not intended to be definitive or complete.

- Note 3: It is the intent that all Subcontractors should also be aware of the Project Co Design Contingency.

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SCHEDULE 33

INSURANCE TRUST AGREEMENT

THIS AGREEMENT is made as of the 8th day of March, 2007

BETWEEN:

NORTH BAY GENERAL HOSPITAL, a non-share capital corporation
incorporated under the laws of Ontario

("NBGH")

AND:

DEUTSCHE BANK SECURITIES INC., acting as agent for and on behalf of
the Lenders

(the "**Lenders' Agent**")

AND:

PLENARY HEALTH NORTH BAY [REDACTED]

("Project Co")

AND:

BNY TRUST COMPANY OF CANADA, a trust company incorporated under
the laws of Canada

(the "**Indenture Trustee**")

WHEREAS:

- A. NBGH and Project Co have entered into the Project Agreement.
- B. NBGH, the Lenders' Agent and Project Co have entered into the Lenders' Direct Agreement.
- C. NBGH, the Lenders' Agent and Project Co have agreed that all amounts from time to time contained in the Insurance Trust Account are to be held in trust by the Indenture Trustee in accordance with the terms of this Insurance Trust Agreement, and that no releases, distributions or transfers of any funds from the Insurance Trust Account shall be made other than in accordance with the terms of this Insurance Trust Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

In this Insurance Trust Agreement, unless the context otherwise requires:

- (a) "**Bank**" means Royal Bank of Canada.
- (b) "**Business Day**" has the meaning given in the Project Agreement.
- (c) "**Change of Authorization Event**" has the meaning given in Section 7(a) of this Insurance Trust Agreement.
- (d) "**Change of Authorization Notice**" has the meaning given in Section 7(b)(ii) of this Insurance Trust Agreement.
- (e) "**Default Notice**" means a written notice given by the Lenders' Agent to the Indenture Trustee that an event of default under the Lending Agreements has occurred and is continuing.
- (f) "**Default Period**" means the period commencing on the date upon which the Indenture Trustee receives a Default Notice and ending on the date upon which the Indenture Trustee receives written notice from the Lenders' Agent that the event of default which was the subject matter of the applicable Default Notice has been cured.
- (g) "**Facility**" has the meaning given in the Project Agreement.
- (h) "**Governmental Authority**" has the meaning given in the Project Agreement.
- (i) "**Indenture Trustee**" means BNY Trust Company of Canada, a trust company incorporated under the laws of Canada.
- (j) "**Insurance Policies**" has the meaning given in Section 4(a) of this Insurance Trust Agreement.
- (k) "**Insurance Proceeds**" has the meaning given in Section 4(b) of this Insurance Trust Agreement.
- (l) "**Insurance Trust Account**" means Account No. [●], Transit No. [●], Bank No. [●] at Royal Bank of Canada, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, M5J 2J5.
- (m) "**Insurance Trust Agreement**" means this insurance trust agreement.
- (n) "**Lenders**" has the meaning given in the Project Agreement.
- (o) "**Lenders' Agent**" means Deutsche Bank Securities Inc., acting as agent for and on behalf of the Lenders.

- (p) **"Lenders' Direct Agreement"** has the meaning given in the Project Agreement.
- (q) **"Lending Agreements"** has the meaning given in the Project Agreement.
- (r) **"NBGH"** means North Bay General Hospital.
- (s) **"Order"** has the meaning given in Section 6(k) of this Insurance Trust Account.
- (t) **"Party"** means any of NBGH, Project Co, the Lenders' Agent or the Indenture Trustee, and **"Parties"** means all of NBGH, Project Co, the Lenders' Agent and the Indenture Trustee.
- (u) **"person"** has the meaning given in the Project Agreement.
- (v) **"Project"** has the meaning given in the Project Agreement.
- (w) **"Project Agreement"** means the project agreement made on or about February 22, 2007 between NBGH and Project Co.
- (x) **"Project Co"** means Plenary Health North Bay [REDACTED].
- (y) **"Project Co Event of Default"** has the meaning given in the Project Agreement.
- (z) **"Project Operations"** has the meaning given in the Project Agreement.
- (aa) **"Trust Property"** means all of the property held in trust by the Indenture Trustee pursuant to this Insurance Trust Agreement, including, without limitation, the Insurance Trust Account, and all amounts from time to time contained therein, the Insurance Policies and the Insurance Proceeds.

2. INTERPRETATION

This Insurance Trust Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- (a) The headings in this Insurance Trust Agreement are for convenience of reference only, shall not constitute a part of this Insurance Trust Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, this Insurance Trust Agreement.
- (b) Unless the context otherwise requires, references to specific Sections, Clauses, Paragraphs, Subparagraphs, and other divisions are references to such Sections, Clauses, Paragraphs, Subparagraphs, or divisions of this Insurance Trust Agreement and the terms "Section" and "Clause" are used interchangeably and are synonymous.
- (c) Words importing persons or parties are to be broadly interpreted and include an individual, corporation, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association

- and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.
- (d) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
 - (e) References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of this Insurance Trust Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
 - (f) The words in this Insurance Trust Agreement shall bear their natural meaning.
 - (g) References containing terms such as:
 - (i) "hereof", "herein", "hereto", "hereinafter", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Insurance Trust Agreement taken as a whole; and
 - (ii) "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
 - (h) In construing this Insurance Trust Agreement, the rule known as the *ejusdem generis rule* shall not apply nor shall any similar rule or approach to the construction of this Insurance Trust Agreement and, accordingly, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
 - (i) Where this Insurance Trust Agreement states that an obligation shall be performed "no later than" or "within" or "by" a stipulated date or event which is a prescribed number of days after a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
 - (j) Where this Insurance Trust Agreement states that an obligation shall be performed "on" a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
 - (k) Any reference to time of day or date means the local time or date in North Bay, Ontario.
 - (l) Unless otherwise indicated, time periods will be strictly construed.

- (m) Whenever the terms "will" or "shall" are used in this Insurance Trust Agreement they shall be construed and interpreted as synonymous and to read "shall".

3. INSURANCE TRUST ACCOUNT

- (a) Prior to the commencement of a Default Period, the Insurance Trust Account, and all amounts from time to time contained therein, including interest thereon, shall be held in trust by the Indenture Trustee for the benefit of Project Co. During a Default Period, the Insurance Trust Account, and all amounts from time to time contained therein, shall be held in trust by the Indenture Trustee for the benefit of the Lenders' Agent and the Lenders, provided that, upon receipt by the Indenture Trustee of a Change of Authorization Notice, the Insurance Trust Account, and all amounts from time to time contained therein, shall be held in trust by the Indenture Trustee for the benefit of NBGH.
- (b) The Indenture Trustee shall not release, distribute or transfer any funds from the Insurance Trust Account other than in accordance with the terms of this Insurance Trust Agreement.
- (c) Notwithstanding any other provision of this Insurance Trust Agreement, the Lenders' Agent, NBGH, and Project Co agree that, if any of them either receives any Insurance Proceeds from the Insurance Trust Account or has the right to direct the Indenture Trustee to advance funds in respect of any Insurance Proceeds from the Insurance Trust Account to third parties, such funds shall be directed, used or advanced only for one of the following purposes:
- (i) the repair, reinstatement, restoration or replacement of the Facility or any other assets, materials or goods necessary or desirable for the carrying out of the Project Operations in respect of which such Insurance Proceeds have been paid; or
 - (ii) the completion of the Project.

4. INSURANCE

- (a) Project Co shall deliver, or cause to be delivered, to the Indenture Trustee originals of all insurance policies that Project Co is required to maintain under the Project Agreement (collectively, the "**Insurance Policies**"), and the Indenture Trustee shall hold the Insurance Policies in trust for the benefit of each of the beneficiaries and loss payees, as the case may be, thereunder.
- (b) The Indenture Trustee shall distribute any proceeds of any Insurance Policy that are paid over to it by any insurer, Project Co, the Lenders' Agent or NBGH (the "**Insurance Proceeds**") as follows:
- (i) in the case of third party legal liability or employer's liability insurance, to the relevant claimant in satisfaction of the claim, demand, proceeding or liability in respect of which such Insurance Proceeds are payable;

- (ii) in the case of any property builders' risk "All Risk" insurance, boiler and machinery insurance or property insurance:
 - (A) if the Indenture Trustee has not received a Default Notice and:
 - (1) if the amount of such Insurance Proceeds, together with the aggregate of all Insurance Proceeds in respect of the assets in respect of which such Insurance Proceeds have been paid in the same calendar month, is less than \$2,000,000, to Project Co to repair, restore or replace the assets in respect of which such Insurance Proceeds have been paid; or
 - (2) if the amount of such Insurance Proceeds, together with the aggregate of all Insurance Proceeds in respect of the assets in respect of which such Insurance Proceeds have been paid in the same calendar month, is equal to or greater than \$2,000,000, to the Lenders' Agent to reimburse Project Co for the costs of repairing, restoring or replacing the assets in respect of which such Insurance Proceeds have been paid; or
 - (B) if the Indenture Trustee has received a Default Notice, to the Insurance Trust Account to be distributed by the Indenture Trustee in such amounts and to such persons as the Lenders' Agent may at any time or from time to time direct in writing, provided that, if the Indenture Trustee has received a Change of Authorization Notice, the Indenture Trustee shall release such Insurance Proceeds from the Insurance Trust Account in such amounts and to such parties as NBGH may at any time or from time to time direct in writing, in each case, to repair, restore or replace the assets in respect of which such Insurance Proceeds have been paid; and
 - (iii) in the case of all other insurance, to the Lenders' Agent, or, following receipt by the Indenture Trustee of a Change of Authorization Notice, to NBGH, to be distributed to the parties entitled thereto.
- (c) The Indenture Trustee shall distribute any excess Insurance Proceeds remaining after the distributions contemplated in Section 4(b)(ii) have been made, including, without limitation, any Insurance Proceeds held in the Insurance Trust Account:
- (i) if the Indenture Trustee has not received a Default Notice, to Project Co; and
 - (ii) if the Indenture Trustee has received a Default Notice, to such persons as the Lenders' Agent, or, following receipt by the Indenture Trustee of a Change of Authorization Notice, NBGH, may at any time or from time to time direct in writing.

5. ACCOUNT AGREEMENT

- (a) The Indenture Trustee hereby agrees to promptly provide to the Lenders' Agent all monthly statements and other information with respect to the Insurance Trust Account provided to the Indenture Trustee by the Bank pursuant to the relevant account agreement. The Indenture Trustee further agrees that it shall make such requests to the Bank for additional information with respect to the Insurance Trust Account as the Lenders' Agent may from time to time request in writing.
- (b) The Indenture Trustee hereby agrees to promptly provide to NBGH all monthly statements and other information with respect to the Insurance Trust Account provided to the Indenture Trustee by the Bank pursuant to the relevant account agreement. The Indenture Trustee further agrees that it shall make such requests to the Bank for additional information with respect to the Insurance Trust Account as NBGH may from time to time request in writing.

6. THE INDENTURE TRUSTEE

- (a) The Indenture Trustee shall not have any duty or obligation to manage, control, use, make any payment in respect of, register, record, insure, inspect, sell, dispose of or otherwise deal with any part of the Trust Property except as expressly provided by the terms of this Insurance Trust Agreement. The Indenture Trustee shall carry out all written directions given by the Lenders' Agent, NBGH or Project Co, as applicable, in accordance with this Insurance Trust Agreement and shall not be required to exercise any discretion in exercising any of its duties under this Insurance Trust Agreement in pursuance of such written directions. The Indenture Trustee shall not be bound to do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall have been required to do so under the terms hereof and has received instruction, advice or direction from the Lenders' Agent, NBGH or Project Co, as applicable, as to the action to be taken (except with respect to actions specifically set out herein to be performed by the Indenture Trustee).
- (b) The Indenture Trustee will exercise its powers and carry out its obligations hereunder as Indenture Trustee honestly, in good faith and in the best interests of the beneficiaries hereunder and in connection therewith will exercise that degree of care, diligence, and skill that a reasonably prudent professional trustee would exercise in comparable circumstances. Unless otherwise required by law, the Indenture Trustee will not be required to give bond surety or security in any jurisdiction for the performance of any duties or obligations hereunder. No provision of this Insurance Trust Agreement shall be construed to relieve the Indenture Trustee from liability for its own dishonesty, fraud, negligence (including, without limitation, negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder.
- (c) The Indenture Trustee will not be subject to any liability whatsoever, in tort, contract or otherwise in connection with the Trust Property or the carrying out of its duties under this Insurance Trust Agreement to the Lenders' Agent, the Lenders, Project Co or any other person for any action taken or permitted by it to be taken, or for its failure to take any

action, or for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Indenture Trustee (including, but not limited to, any act or provision of any present or future law or of any Governmental Authority, any act of God or war, or the unavailability of any wire or communication facility), provided that the foregoing limitation will not apply in respect of any action or failure to act arising from or in connection with wilful misconduct, negligence or reckless disregard of duty by the Indenture Trustee. The Indenture Trustee in doing anything or permitting anything to be done in respect of the Trust Property or the carrying out of its duties under this Insurance Trust Agreement is, and will be conclusively deemed to be, acting as trustee for the beneficiaries hereunder and not in any other capacity. Except to the extent provided in this Section 6(c), the Indenture Trustee will not be subject to any liability for debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the Trust Property, arising out of anything done or permitted by it to be done or its failure to take any action in respect of the execution of its duties hereunder and resort will be had solely to the Trust Property for the payment or performance thereof, and no other property or assets of the Indenture Trustee, whether owned in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedure with regard to any obligation under this Insurance Trust Agreement.

- (d) The Indenture Trustee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, or in acting at the request or direction of the Lenders' Agent on behalf of the Lenders, unless it shall have received adequate indemnity or security against such risk or liability satisfactory to it.
- (e) Notwithstanding the foregoing, the Indenture Trustee shall be liable for any action or failure to act arising from or in connection with the dishonesty, fraud, negligence (including, without limitation, negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder by the Indenture Trustee or any of its directors, officers or employees, or the failure to comply with the standard of care referred to in Section 6(b).
- (f) Except as otherwise provided in Sections 6(c), 6(d) and 6(e):
 - (i) the Indenture Trustee may rely and shall be protected in acting or refraining from acting upon any signature, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties; and
 - (ii) the Indenture Trustee may exercise its powers and perform its duties by or through such attorneys, representatives, agents and employees as it shall appoint; and may consult with counsel, accountants and other skilled persons selected and employed or retained by it, and the Indenture Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the written advice of such counsel, accountants or other skilled persons (provided that

such advice pertains to such matters as the Indenture Trustee may reasonably presume to be within the scope of such person's area of competency) and not contrary to any express provision in this Insurance Trust Agreement.

- (g) Project Co hereby agrees to pay, indemnify and hold harmless the Indenture Trustee from and against any and all loss, liability, cost, claim and expense incurred by the Indenture Trustee with respect to the performance of this Insurance Trust Agreement by the Indenture Trustee or any of the Indenture Trustee's directors, officers or employees, unless arising from its or their own dishonesty, fraud, negligence (including, without limitation, negligence in the handling of funds), wilful misconduct, bad faith or reckless disregard of any duty hereunder.
- (h) Subject to the terms and conditions set forth in the Indenture Trustee fee letter, the Indenture Trustee shall receive from the Trust Property reasonable compensation for its services hereunder and shall be reimbursed by Project Co for its reasonable fees and expenses (including the disbursements and reasonable fees of counsel).
- (i) The Indenture Trustee agrees to look solely to Project Co, and not, except as expressly set forth herein, to the Lenders' Agent, the Lenders or NBGH for any claim for indemnification which may arise under this Insurance Trust Agreement.
- (j) The Indenture Trustee shall be responsible for keeping all appropriate books and records relating to the receipt and disbursement of all money which it receives hereunder.
- (k) If at any time the Indenture Trustee is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Trust Property held by it hereunder (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Trust Property) (each, an "**Order**"), the Indenture Trustee is authorized to comply therewith in any manner as it or legal counsel of its own choosing deems appropriate. The Indenture Trustee shall in no way be bound to call for further evidence (whether as to due execution validly or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so. If the Indenture Trustee complies with any Order, the Indenture Trustee shall not be liable to any of the Parties hereto or to any other person or entity even though such Order may be subsequently modified or vacated or otherwise determined to have been without legal force or effect. If the Indenture Trustee is served with any Order, it shall forthwith and, in any event, within three (3) Business Days, deliver a copy of such Order to each of the Lenders' Agent, NBGH and Project Co.
- (l) Unless otherwise specifically set forth herein, the Indenture Trustee shall proceed as soon as practicable to collect any cheques or other collection items at any time deposited hereunder. All such collections shall be subject to the Indenture Trustee's usual collection practices or terms regarding items received by the Indenture Trustee for deposit or collection. Except and to the extent provided herein, the Indenture Trustee shall not be required, or have any duty, to notify any person of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to

enforce payment of any cheque, note or security deposited hereunder, or to exercise any right or privilege which may be afforded to the holder of any such security.

- (m) In the event that the Indenture Trustee determines that any direction, instruction, notice or other communication given under this Insurance Trust Agreement by the Lenders' Agent or, where the Indenture Trustee has received a Change of Authorization Notice, NBGH, is ambiguous or uncertain, the Indenture Trustee may, in its sole discretion, refrain from taking any action other than retaining possession of the Trust Property, unless the Indenture Trustee has received written instructions, signed by the Lenders' Agent or, if the Indenture Trustee has received a Change of Authorization Notice, NBGH, which resolve such ambiguity or uncertainty, provided that the Indenture Trustee shall, forthwith upon determining that such direction, instruction, notice or other communication is ambiguous or uncertain, seek clarification from the Lenders' Agent, or where the Indenture Trustee has received a Change of Authorization Notice, NBGH, to resolve such ambiguity or uncertainty.
- (n) Prior to receipt of a Change of Authorization Notice by the Indenture Trustee, any instruction, notice or other communication delivered to the Indenture Trustee by the Lenders' Agent shall be paramount to and supersede any direction, instruction, notice or other communication from any other Party to this Insurance Trust Agreement, and the Indenture Trustee shall comply with such direction, instruction, notice or other communication from the Lenders' Agent. After the Indenture Trustee has received a Change of Authorization Notice, any instruction, notice or other communication delivered to the Indenture Trustee by NBGH shall be paramount to and supersede any direction, instruction, notice or other communication from any other Party to this Insurance Trust Agreement, and the Indenture Trustee shall comply with such direction, instruction, notice or other communication from NBGH.
- (o) Each of the Lenders' Agent and NBGH shall provide to the Indenture Trustee an incumbency certificate setting out the names and sample signatures of individuals authorized to give instructions to the Indenture Trustee hereunder. The Indenture Trustee shall be entitled to rely on each such incumbency certificate until a revised or replacement incumbency certificate is provided to the Indenture Trustee by the Lenders' Agent or NBGH, as applicable. The Indenture Trustee shall refuse to act upon any instruction given by the Lenders' Agent or NBGH which is signed by any person other than an individual named in the incumbency certificate provided to the Indenture Trustee by the Lenders' Agent or NBGH, as applicable, pursuant to this Section 6(o), as any such incumbency certificate may be amended, supplemented or replaced from time to time.
- (p) The Indenture Trustee shall be entitled to rely on, and act upon, any direction, instruction, notice or other communication provided to it hereunder which is sent to it by facsimile transmission, provided that any such direction, instruction, notice or other communication is signed by an individual named in the incumbency certificate delivered to the Indenture Trustee by the Lenders' Agent or NBGH, as applicable, pursuant to Section 6(o).

7. LENDERS' AGENT AND NBGH RIGHTS TO DIRECT

- (a) Until termination of the Project Agreement in accordance with the Lenders' Direct Agreement and receipt by Project Co of any amounts to which it is entitled pursuant to Schedule 23 - Compensation on Termination to the Project Agreement and all Insurance Proceeds to the extent that the value of such Insurance Proceeds was deducted from the amounts payable to Project Co by NBGH (a "**Change of Authorization Event**"), the Lenders' Agent shall, subject to Sections 3 and 4 of this Insurance Trust Agreement, have the exclusive right to direct the Indenture Trustee with respect to the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds.
- (b) Upon the occurrence of a Change of Authorization Event:
- (i) the Lenders' Agent shall cease to be entitled, and NBGH shall thenceforth be entitled, to direct the Indenture Trustee with respect to the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds; and
- (ii) the Lenders' Agent and NBGH shall jointly provide notice to the Indenture Trustee (a "**Change of Authorization Notice**") that NBGH shall, as of the date of such Change of Authorization Event, have the exclusive right to direct the Indenture Trustee with respect to the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds.
- (c) Notwithstanding the foregoing, no Change of Authorization Event shall occur and no Change of Authorization Notice shall be delivered to the Indenture Trustee where a NBGH Event of Default has occurred. Where an NBGH Event of Default has occurred, upon receipt by the Lenders' Agent and Lenders of all amounts owing by NBGH to the Lenders' Agent and Lenders under the Lenders' Direct Agreement, the Indenture Trustee shall release all amounts in the Insurance Trust Account, the Insurance Policies and the Insurance Proceeds to Project Co or as Project Co may otherwise direct from time to time.

8. TERMINATION

- (a) Subject to the provisions of Section 8(b), this Insurance Trust Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms until:
- (i) the obligations of Project Co to the Lenders' Agent and the Lenders under the Lending Agreements have been paid and performed in full and the Lenders have no further obligation to make any further advances or other credit accommodations under the Lending Agreements; and
- (ii) the obligations of Project Co to NBGH have been paid and performed in full.
- (b) The Indenture Trustee may terminate this Insurance Trust Agreement at any time upon sixty (60) days prior written notice to the other Parties hereto, provided that no termination of this Insurance Trust Agreement by the Indenture Trustee shall be effective until such time as the Lender's Agent, NBGH, and Project Co have entered into a

replacement insurance trust agreement on the same terms and conditions as this Insurance Trust Agreement with a replacement indenture trustee satisfactory to the Lenders' Agent, the Lenders and NBGH.

9. ASSIGNMENT

- (a) The Indenture Trustee shall not assign, transfer or otherwise dispose of any of its rights or obligations under this Insurance Trust Agreement without the prior written consent of the Lenders' Agent, NBGH and Project Co.

10. NOTICES

- (a) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Insurance Trust Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Insurance Trust Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to NBGH: 750 Scollard Street
P.O. Box 2500
North Bay, Ontario
P1B 5A4

Fax No.: [REDACTED]
Attn.: President and Chief Executive Officer

If to the Lenders' Agent: 60 Wall Street
New York, New York
10005

Fax No.: [REDACTED]
Attn.: Managing Director, Global Principal
Finance

If to Project Co: c/o Plenary Group (Canada) Ltd.
Suite 1510, 181 Bay Street
P.O. Box 860
Toronto, Ontario
M5J 2T3

Fax No.: [REDACTED]
Attn.: Managing Director

If to the Indenture Trustee: 4 King Street West, Suite 1101
Toronto, Ontario
M5H 1B6

Fax No.: [REDACTED]
Attn.: Senior Trust Officer

- (b) Where any notice is provided or submitted to a Party via facsimile, an original of the notice sent via facsimile shall promptly be sent by regular mail or registered mail. For greater certainty, a notice given via facsimile shall not be invalid by reason only of a Party's failure to comply with this Section 10(b).
- (c) Any Party to this Insurance Trust Agreement may, from time to time, change any of its contact information set forth in Section 10(a) by prior notice to the other Parties, and such change shall be effective on the Business Day that next follows the recipient Party's receipt of such notice unless a later effective date is given in such notice.
- (d) Subject to Sections 10(e), 10(f) and 10(g):
 - (i) a Notice given by registered mail shall be deemed to have been received on the third Business Day after mailing;
 - (ii) a Notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
 - (iii) a Notice given by facsimile shall be deemed to have been received on the day it is transmitted by facsimile.
- (e) If the Party giving the Notice knows or ought reasonably to know of difficulties with the postal system which might affect negatively the delivery of mail, any such Notice shall not be mailed but shall be made or given by personal delivery or by facsimile transmission in accordance with this Section 10.
- (f) If any Notice delivered by hand or transmitted by facsimile is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.
- (g) A Notice given by facsimile shall be deemed to have been received by the recipient on the day it is transmitted only if a facsimile transmission report (maintained by the sender) indicates that the transmission of such Notice was successful.

11. AMENDMENTS

This Insurance Trust Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Insurance Trust Agreement.

12. WAIVER

- (a) No waiver made or given by a Party under or in connection with this Insurance Trust Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Parties. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (b) Failure by any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

13. RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors. This Insurance Trust Agreement is not intended to and does not create or establish between the Parties any relationship as partners, joint venturers, trustee and beneficiary, employer and employee, master and servant, or, except as provided in this Insurance Trust Agreement, of principal and agent.

14. ENTIRE AGREEMENT

Except where provided otherwise in this Insurance Trust Agreement, this Insurance Trust Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Insurance Trust Agreement.

15. SEVERABILITY

Each provision of this Insurance Trust Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Insurance Trust Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Insurance Trust Agreement. If any such provision of this Insurance Trust Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Insurance Trust Agreement as near as possible to its original intent and effect.

16. ENUREMENT

This Insurance Trust Agreement shall enure to the benefit of, and be binding on, each of the Parties and their respective successors and permitted transferees and assigns.

17. GOVERNING LAW AND JURISDICTION

- (a) This Insurance Trust Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without regard to conflict of laws principles.
- (b) The Parties agree that the courts of the Province of Ontario and all courts competent to hear appeals therefrom shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Insurance Trust Agreement and hereby irrevocably attorn to the exclusive jurisdiction of such courts.

18. FURTHER ASSURANCE

Each Party shall do all things, from time to time, and execute all further documents necessary to give full effect to this Insurance Trust Agreement.

19. LANGUAGE OF AGREEMENT

Each Party acknowledges having requested and being satisfied that this Insurance Trust Agreement and related documents be drawn in English. Chacune des parties reconnaît avoir demandé que ce document et ses annexes soient rédigés en anglais et s'en déclare satisfaite.

20. COUNTERPARTS

This Insurance Trust Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or faxed form provided that any Party providing its signature in faxed form shall promptly forward to such Party an original signed copy of this Insurance Trust Agreement which was so faxed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Insurance Trust Agreement as of the date first above written.

NORTH BAY GENERAL HOSPITAL

Per: _____
Name: **[REDACTED]**
Title: President and CEO

Per: _____
Name: **[REDACTED]**
Title: Chair of the Board

We have authority to bind the corporation.

**DEUTSCHE BANK SECURITIES INC.,
acting as agent for and on behalf of the
Lenders**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

**PLENARY HEALTH NORTH BAY
[REDACTED]**

Per: _____
Name: [REDACTED]
Title: President

Per: _____
Name: [REDACTED]
Title: Secretary

We have authority to bind the corporation.

BNY TRUST COMPANY OF CANADA

Per: _____
Name:
Title:

I have authority to bind the company.

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