

SIXTEENTH MODIFICATION AGREEMENT

THIS SIXTEENTH MODIFICATION AGREEMENT dated for reference the 16th day of December, 2010.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Attorney General**

(the "Province")

AND:

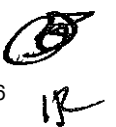
Themis Program Management and Consulting Limited, a company incorporated under the laws of the Province of British Columbia and having a registered office at 837 Burdett Avenue, Victoria, British Columbia V8W 1B3

("Themis")

WHEREAS:

- A. By an agreement dated the 26th day of March, 2002 between the Province and Themis (the "FMEP Services Agreement"), the parties agreed that Themis would provide all aspects of the Family Maintenance Enforcement Program in the Province of British Columbia from April 1, 2002 until March 31, 2005, subject to the Province's right to renew the FMEP Services Agreement until March 31, 2008.
- B. In September, 2003 the Province exercised its right to renew the FMEP Services Agreement for a further three years until March 31, 2008.
- C. By a series of written agreements the parties have agreed, among other things, to further extensions of the term of the FMEP Services Agreement (collectively the "Prior Modification Agreements"). By the most recent of such agreements, being an agreement between the parties dated for reference September 29, 2010 (the "Fifteenth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to December 31, 2011.
- D. The parties have agreed to further modify and extend the FMEP Services Agreement, as modified and extended by the Prior Modification Agreements, on the terms and conditions set forth in this agreement (the "Agreement").

NOW THEREFORE in consideration of the sum of \$10.00 paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Province and Themis agree as follows:



1. DEFINED TERMS

Save as otherwise defined or provided for herein, capitalized terms used in this Agreement have the meanings ascribed to them in the FMEP Services Agreement.

2. EXTENSION OF TERM

The Term of the FMEP Services Agreement which was, pursuant to the Fifteenth Modification Agreement, extended until December 31, 2011, shall be further extended until March 31, 2012 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on March 31, 2012 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such March 31, 2012 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR JANUARY, 2011 TO MARCH, 2011

For the period January 1, 2011 to March 31, 2011, inclusive:

- (a) the Operational Funds shall be the sum of \$1,250,500.00 per month; and
 - (b) the Management Fee shall be the sum of \$74,417.00 per month,
- subject to the terms of the FMEP Services Agreement.

4. ADJUSTMENTS FOR APRIL, 2011 TO MARCH, 2012

For the period April 1, 2011 to March 31, 2012, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2011; and
 - (b) the Management Fee shall be the sum of \$74,417.00 per month,
- subject to the terms of the FMEP Services Agreement.

5. CONTINUING EFFECT OF FMEP SERVICES AGREEMENT

Except as otherwise provided in this Agreement, the provisions contained in the FMEP Services Agreement, as modified by the Prior Modification Agreements, shall continue to be in full force and effect and binding upon both the Province and Themis and their respective successors and permitted assigns.



6. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.


7. EXECUTION IN COUNTERPART

This Agreement may be executed in any number of counterparts, each of which may be executed by fewer than all of the persons named below, and all of which together constitute one instrument. When all of the persons named below have signed one or more counterparts then despite the date of execution, this Agreement becomes effective as of the date set out above. A telecopied or electronic facsimile or email transmission of this Agreement signed by any person named below will be sufficient to establish the signature of that person and to constitute the consent in writing of that person to this Agreement.

IN WITNESS WHEREOF the Province and Themis have executed this Agreement as of the date first above written.

**Her Majesty the Queen in Right of the
Province of British Columbia as
represented by the Attorney General**

By:



Name: Chris Beresford

Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**

Per:



Authorized Signatory

Name: Hannah Roots

Title: Managing Director