

Appendix 2F

INITIAL PROJECT SCHEDULE

[Replace this page with separate printout of Appendix 2F document.]

Activity ID	Description	Orig Dur	Early Start	Early Finish	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
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OKANAGAN CORRECTIONAL CENTRE

Key Dates

KD-1050	Advise AANDC of Phased Submission	0
KD-1000	Interim Financial Review Submission	0
KD-1010	3rd Collaborative Meeting	5
KD-1020	4th Collaborative Meeting	4
KD-1030	Final Draft Project Agreement	0
KD-1040	Technical Submission	0
KD-1060	Initial AIRS Submission Time	0
KD-1070	Interim AIRS Submission Time	0
KD-1080	Invitation To Submit Financial Submissions	0
KD-1090	Final AIRS Submission Time	0
KD-1100	Submission Time For Financial Submission	0
KD-1120	Selection of Preferred Proponent	0
KD-1130	Finalization of Project Agreement	38
KD-1220	SARA Permit in Place by the Province	0
KD-1140	Financial Close	0
KD-1160	Precast Cell Design Approval for Fabrication	0
KD-1190	Site Services Complete By Others	0
KD-1210	Roads & Utilities Completed by the Province	0
KD-1200	Geothermal Complete - By Others	0
KD-1230	Obtain Consent To Const. - Pods A, B, C	0
KD-1150	Commence On Site	0
KD-1240	Obtain Consent To Const. - Central Services	0
KD-1170	Target Service Commencement Date	0

Design Development

Phase 1 - Pods A, B, C (15 day review)

DD-1200	Schematic Design Phase (Civil/Struct)	36
DD-1210	Design Development (Civil/Struct)	20
DD-1220	Construction Documents - 50% (Civil/Struct)	43
DD-1230	Construction Documents - 95% (Civil/Struct)	28
CC-1010	Consent to Const - Civil/Struct for Pods A, B, C	20
DD-1240	Commence Pods A, B, C Foundations	0
CC-1020	Consent to Const - Building Env - Pods A, B, C	20
CC-1030	Consent to Const - Interiors - Pods A, B, C	20

Phase 2 - Central Serv Building (15 day review)

DD-1300	Schematic Design Phase (Civil/Struct)	56
DD-1310	Design Development (Civil/Struct)	45
DD-1320	Contract Documents - 50% (Civil/Struct)	45
DD-1330	Contract Documents - 95% (Civil/Struct)	30

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 Progress bar
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 Start milestone point
 Finish milestone point



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Activity ID	Description	Orig Dur	Early Start	Early Finish	Q2	Q3	2013	Q4	Q1	Q2	2014	Q3	Q4	Q1	Q2	2015	Q3	Q4	Q1	2016	Q2	Q3	Q4
DD-1340	Consent to Const - Civil/Struct for Central Serv	20																					
SW-1110	Commence Cntl Services Bldg Foundations	0																					
DD-1350	Consent to Const - Building Env - Central Serv	20																					
DD-1360	Consent to Const - Interiors - Central Serv	20																					
Administration Consultation Meetings																							
UG-1000	Administration Consultation Meetings	176 *																					
Foundations																							
DD-1060	Foundation Structure Design Issued	0																					
DD-1070	Foundations Tender & Award	30																					
M&E																							
DD-1080	Mechanical U/G Design Issued For Pods B&C	0																					
DD-1090	Elect U/G, Com/ESC's Design Issued For Pods B&C	0																					
Tilt Up																							
DD-1100	Tilt Up Panels Design Issued For Pods B&C	0																					
Mock Ups																							
3D Computer Mock Up																							
MU-1000	Two Adjoining Cells (Inc Review)	19																					
MU-1010	Sally Port Corridor Security Door Assembly	3																					
MU-1020	Living Units	2																					
MU-1030	Private Telephone Room	2																					
MU-1040	Video Visitation Booth	2																					
MU-1050	Booking/Capture Station	2																					
MU-1060	Operational Control Post (OCP)	2																					
MU-1070	3D Model Review	5																					
Construction Mock Ups - Off Site																							
MU-1080	Two Adjoining Cells (Inc Review)	19																					
MU-1090	Sally Port Corridor Security Door Assembly	10																					
Construction Mock Ups - In Situ																							
MU-1100	Two Adjoining Cells (At Factory)	5																					
MU-1110	Typical Cell to Typical Cell with Acoustic	5																					
MU-1140	Plant Visit To Check Progress (Two Adj Cells)	1																					
MU-1120	Corridor Security Door Assembly	5																					
MU-1130	HMI GUI Green Screen/ESCS Workstation	5																					
MU-1150	Workstation For SSP & OCP - Fully Functional	20																					
Cell Fabrication																							
CFB-140	Detention Doors & Frames Shop Dwg Approval	0																					
CFB-100	Cell Design's Approved	0																					
CFB-110	Cell Mould Fabrication	35																					
CFB-120	Cast Concrete Cells	150																					
CFB-130	Deliver Cells To Site	85																					
Construction																							
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Activity ID	Description	Orig Dur	Early Start	Early Finish	Q2	Q3	2013	Q4	Q1	Q2	2014	Q3	Q4	Q1	Q2	2015	Q3	Q4	Q1	Q2	2015	Q3	Q4	Q1	Q2	2016	Q3	Q4	
Site Works																													
SW-1070	Set Up Trailer Complex	5																											
SW-1000	Strip & Level Site	9																											
SW-1010	Erect Construction (Demarcation) Fence	20																											
Pod C																													
Structure																													
PDC-1000	Foundations / Slab	75																											
PDC-1010	M&E Underground	30																											
PDC-1040	Erect Tilt Up Panels	2																											
PDC-1020	Erect Cells	8																											
PDC-1030	Place Mechanical Modules	2																											
PDC-1150	Tilt Up / Precast Corner Infills	10																											
PDC-1050	Steel Stairs / Balcony Rails	15																											
PDC-1080	Structural Steel/Metal Deck Pod C	15																											
PDC-1060	Roof	15																											
PDC-1070	Clerestory	15																											
Interiors																													
PDC-1160	Masonry	20																											
PDC-1170	Metal Deck Topping	2																											
PDC-1180	Masonry 2nd Floor	20																											
PDC-1190	M&E Rough In	30																											
PDC-1200	Steel Stud / Security Mesh	10																											
PDC-1210	Drywall Ceilings & Bulkheads	20																											
PDC-1220	Paint	20																											
PDC-1230	Acoustic Spray	15																											
PDC-1240	Acoustic Panels	15																											
PDC-1250	Glazing / Doors	10																											
PDC-1260	Flooring	20																											
PDC-1270	Millwork	20																											
PDC-1280	M&E Finishes / Commissioning	60																											
Pod B																													
Structure																													
PDB-1000	Foundations / Slab	75																											
PDB-1010	M&E Underground	30																											
PDB-1040	Erect Tilt Up Panels	2																											
PDB-1020	Erect Cells	8																											
PDB-1030	Place Mechanical Modules	2																											
PDB-1150	Tilt Up / Precast Corner Infills	10																											
PDB-1050	Steel Stairs / Balcony Rails	15																											
PDB-1080	Structural Steel/Metal Deck Pod B	15																											
PDB-1060	Roof	15																											
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Activity ID	Description	Orig Dur	Early Start	Early Finish	2013	2014	2015	2016
PDB-1070	Clerestory	15						
Interiors								
PDB-1160	Masonry	20						
PDB-1170	Metal Deck Topping	2						
PDB-1180	Masonry 2nd Floor	20						
PDB-1190	M&E Rough In	30						
PDB-1200	Steel Stud / Security Mesh	10						
PDB-1210	Drywall Ceilings & Bulkheads	20						
PDB-1220	Paint	20						
PDB-1230	Acoustic Spray	15						
PDB-1240	Acoustic Panels	15						
PDB-1250	Glazing / Doors	10						
PDB-1260	Flooring	20						
PDB-1270	Millwork	20						
PDB-1280	M&E Finishes / Commissioning	60						

Pod A

Structure		
PDA-1000	Foundations / Slab	75
PDA-1010	M&E Underground	30
PDA-1040	Erect Tilt Up Panels	2
PDA-1020	Erect Cells	8
PDA-1030	Place Mechanical Modules	2
PDA-1080	Hollowcore Floor	10
PDA-1150	Tilt Up / Precast Corner Infills	10
PDA-1050	Steel Stairs / Balcony Rails	15
PDA-1090	Structural Steel/Metal Deck Pod A	15
PDA-1060	Roof	15
PDA-1070	Clerestory	15
Interiors		
PDA-1160	Masonry	20
PDA-1170	Metal Deck Topping	2
PDA-1290	Hollowmetal Frames at Seg.	10
PDA-1180	Masonry 2nd Floor	20
PDA-1190	M&E Rough In	30
PDA-1200	Steel Stud / Security Mesh	10
PDA-1210	Drywall Ceilings & Bulkheads	20
PDA-1220	Paint	20
PDA-1230	Acoustic Spray	15
PDA-1240	Acoustic Panels	15
PDA-1250	Glazing / Doors	10
PDA-1260	Flooring	20

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Activity ID	Description	Orig Dur	Early Start	Early Finish	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
PDA-1270	Millwork	20																				
PDA-1280	M&E Finishes / Commissioning	60																				
Central Services Building																						
Structure																						
AD-1020	Underground Storage Tank	10																				
AD-1060	M&E Underground	20																				
AD-1000	Footings	20																				
AD-1150	Columns/Walls Level 1	20																				
AD-1170	Slab on Grade	20																				
AD-1160	M&E (Shallow)	10																				
AD-1180	Suspended Slab Level 2	30																				
AD-1190	Columns/Walls Level 2	15																				
AD-1200	Suspended Slab Level 3	20																				
AD-1210	Cells (Womens)	10																				
AD-1220	Suspended Slab Level 4	20																				
AD-1010	Tilt Up Panels	8																				
AD-1260	Structural Steel Central Services	20																				
Envelope																						
AD-1070	Precast Wall Panels	8																				
AD-1240	Curtain Wall	20																				
AD-1250	Exterior Metal Panels	25																				
AD-1030	Roof Steel Deck	15																				
AD-1040	Roof	25																				
Interiors																						
AD-1050	Masonry	55																				
AD-1080	Acoustic Spray	30																				
AD-1140	Drywall Ceilings & Bulkheads	40																				
AD-1090	Paint	40																				
AD-1100	Acoustic Finishes	30																				
AD-1230	Food Services	60																				
AD-1110	Flooring	40																				
AD-1120	Millwork	40																				
AD-1130	M&E Finishes	60																				
Corridor Construction																						
COR-1080	Foundations/Slab	1																				
COR-1100	Tilt/Precast Wall Panels	4																				
COR-1090	Steel/Metal Deck Corridor Structure	10																				
COR-1000	M&E Rough In	30																				
COR-1010	Corridor Roofing	5																				
COR-1020	SS/Drywall Ceilings & Bulkheads	20																				
COR-1030	Paint	20																				
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Activity ID	Description	Orig Dur	Early Start	Early Finish	2013	2014	2015
COR-1060	Flooring	20					
COR-1070	M&E Finishes / Commissioning	60					
Greenhouse & Adjacent Bldgs							
GRN-1000	Concrete Foundations	20					
GRN-1010	Slab	10					
GRN-1020	Greenhouse/Bldgs Construction	60					
Landscaping (Civil)							
LD-1070	Storm Line Piping	20					
LD-1080	Sanitary	20					
LD-1090	Prowl Road	20					
LD-1050	HDPE Piping	20					
LD-1060	Water Lines Piping	20					
LD-1100	Exterior Lighting	30					
LD-1040	Install Threat Perimeter Fence	25					
LD-1010	Grade / Pave Parking Lot	20					
LD-1020	Landscape Site	40					
Security							
COM-1010	Install Security	260					
COM-1030	Pnuematic Door Security	214					
Commissioning							
COM-1000	Commissioning	120					
COM-1040	Fire Alarm Verification	20					
COM-1050	Schedule B's & C's From Trades	0					
COM-1020	LEED Flush	5					
COM-1060	Final Occupancy Inspections	5					

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SCHEDULE 8

PAYMENTS

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APPENDIX 8A FUNCTIONAL UNITS, PRIORITY LEVELS AND UNIT DEDUCTION AMOUNTS

APPENDIX 8B CONSTRUCTION PERIOD PAYMENTS

APPENDIX 8C SERVICE PAYMENTS

APPENDIX 8D RESPONSE TIME AND RECTIFICATION PERIOD REQUIREMENTS

SCHEDULE 8

PAYMENTS

1. CALCULATION OF SERVICE PAYMENTS

1.1 Service Payment

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

- (a) the Capital Payment for that Payment Period set out in Appendix 8C [Service Payments], Table 1 [Capital Payments], which amount will not be Index Linked; plus
- (b) the Life Cycle Payment for that Payment Period set out in Appendix 8C [Service Payments], Table 2 [Life Cycle Payments], which amount will be Index Linked; plus
- (c) the Facility Maintenance Payment for that Payment Period set out in Appendix 8C [Service Payments], Table 3 [Facility Maintenance Payments], which amount will be Index Linked; plus
- (d) the Diesel Fuel Service Payment; plus
- (e) the Snow Ploughing and Removal Services Payment; and
- (f) subject to Section 2.1 [Entitlement to Make Deductions] of this Schedule, minus the aggregate of Deductions for that Payment Period.

Provided that

- (g) if the first Payment Period after the Service Commencement Date is less than a full calendar month, the Service Payment will be reduced by the same proportion that such Payment Period is less than a full calendar month;
- (h) if the last Payment Period of the Term is less than a full calendar month, the Service Payment will be reduced by the same proportion that the last Payment Period is less than a full calendar month; and
- (i) the Service Commencement Date and the date Service Payments commence will not be earlier than September 30, 2016 notwithstanding Project Co achieving Service Commencement earlier than such date.

Project Co acknowledges and agrees that the Payment Periods identified in the tables in Appendix 8C [Service Payments] assume that Service Commencement will be achieved by the Target Service Commencement Date and the Payment Periods are expressed numerically in terms of the Payment Periods starting from the Target Service Commencement Date. If Service Commencement is achieved after the Target Service Commencement Date, then the first Service Payment will be for the relevant Payment Period, or prorated portion thereof, indicated for the time after the Target Service

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Schedule 8 –Payments
Date: March 18, 2014

Commencement Date, and Project Co will not be entitled to any Service Payment for Payment Periods, or prorated portions thereof, between the Target Service Commencement Date and the Service Commencement Date.

1.2 Energy Gainshare/Energy Painshare

The Province will pay Project Co the applicable Energy Gainshare, and Project Co will pay the Province the applicable Energy Painshare, within 30 days after the invoice submitted under Section 4.3 [Calculation and Invoicing] of Appendix 2D [Energy].

2. DEDUCTIONS FROM SERVICE PAYMENTS

2.1 Entitlement to Make Deductions

If at any time after the Service Commencement Date an Unavailability Event or a Service Failure occurs the Province will be entitled to make Deductions in accordance with this Schedule (including Section 2.9 [Deduction Triggers] of this Schedule) in respect of that Unavailability Event or Service Failure (and, for greater certainty, in respect of all other Unavailability Events and Service Failures) from the Service Payment for the relevant Payment Period, except that:

- (a) the aggregate of all Deductions that the Province may make from a Service Payment may not exceed the amount of the Service Payment in respect of a Payment Period before the Deductions; and
- (b) to the extent that an Unavailability Event or a Service Failure is the result of an Excusing Event or a Compensation Event, the Province will not be entitled to make Deductions.

2.1A Demand Requisition

Project Co will, and the Province may, issue Demand Requisitions for all Events, including when any element of the Facility does not comply with the requirements of this Agreement (including Schedule 3 [Design and Construction Specification] and Schedule 4 [Services Protocols and Specifications]).

It shall be deemed a Service Failure if Project Co does not issue a Demand Requisition in such circumstances.

2.2 Classification of Event

Project Co will classify an Event as a Service Failure or an Unavailability Event (and the rank thereof) at the time at which the Demand Requisition is provided to the Help Desk, and will as part of such classification indicate whether Project Co believes that the Event caused Province Funded Rectification. The Province may, in its discretion, require Project Co to revise all or any part of such classification.

- (a) If the Province exercises its right to revise Project Co's initial classification of an Event, Project Co will proceed with the Rectification in accordance with such revised classification, without prejudice to Project Co's right to challenge the revised classification under the Dispute Resolution Procedure.

- (b) If an Event which results in an immediate Service Failure Deduction (because there is no applicable Response Time or Rectification Period) can properly be classified as both a Service Failure and an Unavailability Event at the time that the Demand Requisition is reported to the Help Desk, it will be classified as the Event that has the highest potential Deduction available to it.

If Project Co classifies an Event as Province Funded Rectification, Project Co will notify the Province in writing within the applicable Response Time:

- (a) that Project Co has classified the Event as Province Funded Rectification;
- (b) whether the Province Funded Rectification is: (i) Property Loss of more than \$10,000; or (ii) Malicious Damage of more than \$1000; and
- (c) whether the Rectification of the Province Funded Rectification is likely to exceed \$50,000, (collectively, the "Notice of Province Funded Rectification").

Upon receipt of the Notice of Province Funded Rectification, the Province will have the right to investigate the Event.

An Event which is incorrectly classified may be re-classified only with the approval of the Province, such approval not to be unreasonably withheld. If such an Event is re-classified, the appropriate Deduction (if applicable) will be made and any Deduction incorrectly applied will be withdrawn.

2.3 Service Failure Becoming Unavailability Event

A Service Failure may become or lead to an Unavailability Event if circumstances change or the Service Failure continues. In such a circumstance, when the Functional Unit becomes Unavailable, the Service Failure will have ended (without prejudice to the Service Failure Deductions that have accrued to that point) and an Unavailability Event will have occurred.

2.4 Total Unavailability

When Total Unavailability occurs, there will be deemed to be an Unavailability Event for each Functional Unit that otherwise met the Availability Condition at that time and all such Functional Units will continue to be deemed to be Unavailable until such Total Unavailability no longer occurs.

2.5 Deductions for Unavailability Events

Subject to Sections 2.1 [Entitlement to Make Deductions], 2.9 [Deduction Triggers] and 2.12 [Compliance with Laws and Good Industry Practice] of this Schedule, the Deduction in respect of each Unavailability Event will be, subject to Section 2.6 [Unavailable But Used] of this Schedule, the aggregate of the Unit Deduction Amounts for all Functional Units made Unavailable as a result of the Unavailability Event.

2.6 Unavailable But Used

If any Functional Unit (including Temporary Alternative Accommodation) is Unavailable (including, for greater certainty, Functional Units that are deemed Unavailable under Section 2.9 [Deduction Triggers] of this Schedule) but the Province continues to use it for the intended use or purpose of that Functional Unit or Temporary Alternative Accommodation, for the purposes of Section 2.4 [Total Unavailability] of this Schedule the Unit Deduction Amount applicable to an Unavailability Deduction for such Functional Unit will be multiplied by 50%.

2.7 Deductions for Service Failures

Subject to Sections 2.1 [Entitlement to Make Deductions] and 2.15 [Transition Periods – Service Failure] of this Schedule, the amount of the Deduction in respect of a Service Failure will be as follows:

- (a) for a High Service Failure, the sum of s. 17 (Index Linked);
- (b) for a Medium Service Failure, the sum of s. 17 (Index Linked); and
- (c) for a Low Service Failure, the sum of s. 17 (Index Linked).

2.8 Response Time

If an Event occurs and a Response Time is indicated in Schedule 4 [Services Protocols and Specifications], in addition to any other Deduction arising from such Event, if Project Co does not respond as required under this Agreement within the applicable Response Time:

- (a) a Low Service Failure will be deemed to have occurred; and
- (b) unless otherwise specified in Schedule 4 [Services Protocols and Specifications], a new Response Time will start and the provisions of this Section will again apply and will continue to apply with repeated Low Service Failures until Project Co responds as required under this Agreement.

Nothing in this Section will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Response Time period.

2.9 Deduction Triggers

If an Event occurs:

- (a) in the case of a Service Failure for which there is no Rectification Period, the Province will make the applicable Service Failure Deduction;
- (b) in the case of an Unavailability Event, other than a deemed Unavailability Event due to Total Unavailability, if Project Co Rectifies the Unavailability Event within the Rectification Period, then no Deduction will be made for such Unavailability Event;

- (c) in the case of a deemed Unavailability Event due to Total Unavailability, the Province will make the applicable Unavailability Deduction; and
- (d) in any case and in addition to the foregoing, if Project Co does not Rectify the Event (which in the case of deemed Unavailability Events due to Total Unavailability means that Total Unavailability no longer occurs), including any Service Failure for which there is a Rectification Period, within the Rectification Period:
 - (1) the applicable Deduction will be made for the Event; and
 - (2) a new Event (which in the case of a Service Failure will be of the same category as the original Service Failure unless otherwise specified in Schedule 4 [Services Protocols and Specifications]) will be deemed to occur at the end of such Rectification Period and the provisions of this Section 2.9 will again apply and will continue to apply with repeated Deductions until Project Co Rectifies the Event.

Nothing in this Section 2.9 will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Rectification Period.

2.10 Multiple Events

If the root cause of a series of Events is substantially the same, whether or not Project Co Rectifies any or all of the Events within the applicable Rectification Period, there will be deemed to be a Medium Service Failure on the occurrence of any of the following:

- (a) the third such Event in a day and on the occurrence of each subsequent such Event in that day; and
- (b) the fourth such Event in a rolling consecutive seven day period and on the occurrence of each subsequent such Event in that seven day period.

2.11 Temporary Repairs

If Project Co, acting reasonably and in accordance with this Agreement, is unable to Rectify an Unavailability Event within the applicable Rectification Period, then:

- (a) Project Co may provide the Province with both of the following proposals within the applicable Rectification Period or such longer time as is reasonable in the circumstances:
 - (1) a Temporary Repair together with any temporary modification to the Availability Condition required for the relevant Functional Unit until the Permanent Repair is completed (the "**Temporary Repair Proposal**"); and
 - (2) a Permanent Repair, including the period within which to complete the Permanent Repair (the "**Permanent Repair Proposal**");

- (b) the Province will accept any reasonable proposal, but Project Co will not carry out a repair until the relevant proposal is accepted by the Province;
- (c) if the Province accepts a Temporary Repair Proposal, Project Co will carry out the Temporary Repair in accordance with the Temporary Repair Proposal, as it may be modified by the parties in accordance with the terms of this Agreement, and the modified Availability Condition contained in the accepted Temporary Repair Proposal will apply;
- (d) if the Province accepts a Permanent Repair Proposal, Project Co will carry out the Permanent Repair in accordance with the Permanent Repair Proposal, as it may be modified by the parties in accordance with the terms of this Agreement, and the modified Availability Condition contained in the accepted Temporary Repair Proposal will apply;
- (e) if the Province rejects a proposal, Project Co will submit a new proposal in accordance with (a) above with the time period starting from the notice of rejection by the Province;
- (f) if the Permanent Repair is not completed by the deadline for the Permanent Repair, Project Co may revise the Temporary Repair Proposal and resubmit such proposal to the Province as a new Temporary Repair Proposal pursuant to Section 2.11(a) of this Schedule (in which case, if such Temporary Repair Proposal is accepted, Section 2.11(c) will apply);
- (g) as long as Project Co is reasonably complying with (a) through (e) above (including providing reasonable proposals), then from the occurrence of the Unavailability Event through the period of compliance with (a) through (e), the Province will not take Deductions in respect of the event that caused the Unavailability Condition ;
- (h) if either the Province or Project Co determines, acting reasonably, that such Unavailability Event poses a material risk to human safety or to Facility security, Project Co will take such reasonable steps as are necessary in the circumstance to eliminate the risk to human safety and ensure the security of the Facility within the applicable Rectification Period; and
- (i) except with respect to the applicable modification of the Availability Condition, nothing in this Section will limit the Province's entitlement to Deductions within the applicable Rectification Periods.

2.12 Compliance with Laws and Good Industry Practice

When carrying out Rectification, or works of Temporary Repair pursuant to Section 2.11 [Temporary Repairs] of this Schedule, Project Co will at all times act in accordance with Laws and Good Industry Practice. If in doing so Project Co breaches any Laws, there will be deemed to be a new additional High Service Failure. If in doing so Project Co breaches Good Industry Practice, but does not also breach Laws, there will be deemed to be a new additional Low Service Failure.

In the event that Malicious Damage has occurred that could have been anticipated, prevented, or substantially mitigated through proper performance of the Design, Construction or Services in accordance

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with this Agreement, Project Co will, as part of the Services, promptly Repair the Malicious Damage and undertake such additional modifications or adjustments to the Design and Construction of the Facility and to the performance of the Services as are necessary to maximize the Facility's sustainability and resistance to further or future Malicious Damage, provided that any modifications or adjustments will be subject to:

- (a) compliance with the Design and Construction Specifications and the Services Protocols and Specifications;
- (b) minimization of disruption to the operation of the Facility; and
- (c) consultation with, and prior approval of, the Province, such approval not to be unreasonably withheld or delayed.

2.13 Deficiency Correction Period - Unavailability

During the 28 day period beginning on the Service Commencement Date, the amount of any Unavailability Deductions for Unavailability Events directly caused by Deficiencies will be reduced by 100%. This Section does not give any relief in respect of any Service Failure Deductions.

2.14 Service Failure Related Solely to Unavailability

No Service Failure Deduction will be made if the Service Failure to which it relates arises solely as a result of the Unavailability of the Functional Unit in which the Service was to be provided. If any Functional Unit is Unavailable but the Province continues to use it for the intended use or purpose of that Functional Unit, the Province will, subject to Section 2.3 [Service Failure Becoming Unavailability Event] of this Schedule, deduct the full amount of any Service Failure Deductions that apply to the Services in the applicable Functional Unit.

2.15 Transition Periods - Service Failures

In respect of each Service there will be a period of 90 days (the "**New Service Provider Transition Period**") for Transition beginning on each New Service Provider Start Date. During each New Service Provider Transition Period the following provisions will apply:

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

This Section will not give any relief during any period of Transition in respect of Unavailability Deductions.

2.16 Payment for Province Funded Rectification

Subject to Section 2.17 [Suspending Rectification of Province Funded Rectification] of this Schedule, Project Co will Rectify an Event classified as Province Funded Rectification within the applicable Rectification Period, without any further direction from the Province, and the Provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply as if the Rectifications were Minor Works.

2.17 Suspending Rectification of Province Funded Rectification

If Project Co has indicated that the Rectification of any Province Funded Rectification is likely to exceed \$50,000 or at any time after delivery of the Notice of Province Funded Rectification the Province notifies Project Co in writing to suspend all or any part of the Rectification of Province Funded Rectification, Project Co will:

- (a) immediately suspend all or any part of the Rectification of such Province Funded Rectification and the Event will be classified as an Excusing Event from:
 - (i) the time of notification of such suspension; or
 - (ii) the time of the Notice of Province Funded Rectification where Project Co has indicated that the Rectification of the Province Funded Rectification is likely to exceed \$50,000 in accordance with Section 2.2(c) [Classification of Event] of this Schedule,

until the Province directs Project Co in writing to proceed with such Rectification in accordance with Section 2.17(b)(4) of this Schedule.

Project Co shall be paid for such Rectification in accordance with Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] to the extent of the Rectification performed by Project Co up to the time of such suspension;

- (b) if directed by the Province:
 - (1) provide an estimate for Rectification of the Province Funded Rectification in accordance with the Minor Works Rates in accordance with Section 2 [Minor Works] of Schedule 6 [Changes, Minor Works and Innovations Proposals] if it is later determined based on further assessment that the Province Funded Rectification is likely to be less than \$50,000;
 - (2) provide an estimate for Rectification of the Province Funded Rectification in accordance with rates to be agreed by the Parties;
 - (3) provide a Change Report for the Rectification of the Province Funded Rectification in accordance with Section 1.5 [Delivery of Change Report] of Schedule 6 [Changes, Minor Works and Innovations Proposals] irrespective of any monetary thresholds set for a Change Report, in which case all of the

provisions relating to a Change Report in Schedule 6 [Changes, Minor Works and Innovations Proposals] apply; and/or

- (4) proceed with the Rectification of the Province Funded Rectification in accordance with the Minor Works Rates (only if the Province Funded Rectification is likely to be less than \$50,000), or the estimate or Change Report as a result of Section 2.17(b)(1), (2) or (3) above;

Section 6.4 [Project Co's Obligations – Material Damage or Destruction] will apply where the Rectification Costs of Province Funded Rectification is likely to exceed \$5,000,000 and for the purposes of Section 2.11, the Reinstatement Plan will be substituted for the Temporary Repair Proposal and the deadline for Permanent Repair will be extended to any later date identified by the Reinstatement Plan for the Services in question to recommence or the Functional Unit in question to achieve an Availability Condition;

- (c) if either the Province or Project Co determines, acting reasonably, that suspending the Rectification of Province Funded Rectification poses a material risk to human safety or to Facility security, take such reasonable steps as are necessary in the circumstance to eliminate the risk to human safety and ensure the security of the Facility within the applicable Rectification Period, and the Provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply as if such reasonable steps were Minor Works; and
- (d) if a Rectification of Province Funded Rectification is suspended because such Rectification is likely to exceed \$50,000 but the Temporary Repair of such Province Funded Rectification can be performed for less than \$50,000, if directed by the Province, carry out such Temporary Repair, and the Provisions of Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply as if such Temporary Repair were Minor Works.

Section 6.4 [Project Co's Obligations – Material Damage or Destruction] will apply where the Rectification costs of Province Funded Rectification is likely to exceed \$5,000,000.

2.18 Payment for Rectification of Province Funded Rectification

To the extent any Rectification of Province Funded Rectification is not paid for as Minor Works, Project Co will, as of the end of a calendar month, invoice the Province monthly for such Rectification completed in the calendar month, supported by appropriate invoices and work records, and the Province will pay Project Co by the later of the 20th day of the next calendar month, or 20 calendar days following receipt of the invoice, for such Rectification performed in the previous calendar month.

2.19 Right to Dispute

Nothing contained in this Section 2, including the Province directing Project Co to proceed with the Rectification or of taking other steps in accordance with Section 2.17(b)(4), (c) or (d) [Suspending Rectification of Province Funded Rectification] of this Schedule, will prejudice the Province's right to

challenge Project Co's classification of an Event as Province Funded Rectification or the cost of the Rectification or of taking other steps under the Dispute Resolution Procedure.

2.20 Interaction with Indemnification

If during the Operating Period the Facility suffers Province Funded Rectification, the Province will not be entitled to indemnification from Project Co for such Province Funded Rectification except to the extent:

- (a) of the full amount of coverage prior to any deductibles of the insurance required to be maintained by Project Co pursuant to Section 2.1 [Project Co Commercial Liability Policy] of Schedule 5 [Insurance Requirements];
- (b) the amounts paid for such Province Funded Rectification were paid inappropriately or in error.

2.21 Application of this Section

This Section 2 [Deductions from Service Payments] of this Schedule applies only after the Service Commencement Date.

2.22 Rectification to be Best Value

All Rectifications of Province Funded Rectification undertaken by Project Co shall be done as efficiently as possible so as to keep the cost to the Province of such Rectification to a minimum and provide best value to the Province. The Province shall have the right to challenge an invoice issued under Section 2.18 [Payment for Rectification of Province Funded Rectification] of this Schedule on the basis that Project Co does not fulfill this obligation.

3. TEMPORARY ALTERNATIVE ACCOMMODATION

3.1 Project Co Option to Provide

If an Unavailability Event occurs Project Co may offer the Province Temporary Alternative Accommodation by notice (the "**Temporary Alternative Accommodation Notice**") to the Province within 5 Business Days from the commencement of the applicable Event.

3.2 Requirements

The Temporary Alternative Accommodation must:

- (a) comply with the Availability Condition for the Functional Units affected by the Unavailability Event for which Temporary Alternative Accommodation is offered;
- (b) be a temporary alternative having regard to the facts and the circumstances in existence;
- (c) be upon terms which are not materially different from the terms upon which the Province occupied the affected Functional Unit;

- (d) unless the Province otherwise agrees, be accommodation that Project Co is not already obligated to provide to the Province;
- (e) be supplied with the Services to the standards set out in Schedule 4 [Services Protocols and Specifications] which Project Co would under normal circumstances be providing within the Unavailable Functional Unit;
- (f) not involve the Province incurring any additional cost or charges in respect of the Temporary Alternative Accommodation including the reasonable costs of any relocation to and from the Temporary Alternative Accommodation; and
- (g) be in reasonable proximity to the Facility, be reasonably accessible and have adequate parking.

3.3 Notice Requirements

The Temporary Alternative Accommodation Notice must:

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

3.4 Acceptance by Province

If it wishes to inspect the Temporary Alternative Accommodation the Province will do so within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Province will notify Project Co in writing of its acceptance or refusal of the proposed Temporary Alternative Accommodation within 24 hours of its inspection or, if the Province has elected not to inspect, within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Province may in its discretion refuse or accept any proposed Temporary Alternative Accommodation that does not meet the requirements of Section 3.2 [Requirements] of this Schedule and in all other cases will act reasonably when deciding to accept or refuse any proposed Temporary Alternative Accommodation.

3.5 Effect of Acceptance

If the Province accepts the offer of Temporary Alternative Accommodation:

- (a) which is not within the Facility then, without affecting the Province's remedial rights under Section 11 [Province's Step-In Rights], the Province will not be entitled to vacate the Temporary Alternative Accommodation until the earlier of the Return Date and the date on which the Province is entitled and able to return to and use the Functional Unit in accordance with the agreed program for return and re-commissioning referred to in Section 3.8 [Return to Functional Unit] of this Schedule; and
- (b) which is within the Facility and the Province subsequently needs such Temporary Alternative Accommodation in connection with needs that were not anticipated at the time the Province agreed to occupy the space, then the Province will be entitled to vacate the Temporary Alternative Accommodation.

3.6 Additional Province Costs

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

3.7 Deduction

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

3.8 Return to Functional Unit

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

3.9 Failure to Complete Works

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

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

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

3.10 Long Stop Return Date

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

- (a) the Province may (without prejudice to its rights under Section 12 [Project Co Events of Default] or any other express rights of the Province under this Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore the Functional Unit to a condition that satisfies in all respects the requirements of Schedule 4 [Services Protocols and Specifications]; and
- (b) Project Co will reimburse the Province for all reasonable direct costs and expenses incurred by the Province in relation to taking the steps, or engaging others to take the steps, referred to in Section 3.10(a) [Long Stop Return Date] of this Schedule and the Province will be entitled to deduct any such amount from any amounts payable to Project Co under this Agreement.

4. REVIEW OF FUNCTIONAL UNITS, DEDUCTIONS, ETC.

4.1 Initiation of Review

The identification of Functional Units, Performance Indicators, Response Times, Rectification Periods, Unit Deduction Amounts and the amount of Deductions for each category of Service Failure and for Unavailability Events will be reviewed by the Province and Project Co at any time if requested by either party, but in any event will be reviewed at the following times, unless otherwise agreed by the parties:

- (a) at such time as the Design Development Phase as set out in Section 4.2 [Design Process] of Schedule 2 [Design and Construction Protocols] has been completed in all material respects;
- (b) in the circumstances referred to in Section 4.3 [Consequential Amendments to Appendix 8A] of Schedule 6 [Changes, Minor Works and Innovation Proposals];
- (c) following the Service Commencement Date; and
- (d) at least once in every Contract Year following the first anniversary of the Service Commencement Date for the purposes of the following Contract Year.

The Province and Project Co will act reasonably and diligently in carrying out the review, which will not exceed 30 days without the agreement of both parties. For the avoidance of doubt, the parties intend that

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any changes made as a result of such a review will not alter the overall risk profile of the relevant Service or the likely magnitude of Deductions. If proposed changes would result in any such alteration, the matter will be deemed to be a Change subject to the provisions of Schedule 6 [Changes, Minor Works and Innovation Proposals].

4.2 Results of Review

The Province and Project Co may, in respect of each matter that is the subject of the review, either:

- (a) agree that the status of the relevant matter will continue to apply unchanged for the relevant Contract Year; or
- (b) agree to adjustments to the relevant matter to take effect in the relevant Contract Year.

If the parties do not agree within 30 days after completion of the review, either party may refer the matter to the Dispute Resolution Procedure. No change will be made with respect to a matter under review until agreed or until determined under the Dispute Resolution Procedure. For the avoidance of doubt, if the changes that are agreed or determined under the Dispute Resolution Procedure alter the overall risk profile of the relevant Service, the matter will be deemed a Change subject to the provisions of Schedule 6 [Changes, Minor Works and Innovation Proposals].

4.3 Effective Time of Adjustments

Any adjustment pursuant to a review will be effective from the commencement of the relevant Contract Year.

4.4 Result of Change, Minor Works or Innovation Proposal

As set out in Section 5.3 [Opportunity to Object] of Schedule 6 [Changes, Minor Works and Innovation Proposals] the parties will review and agree any changes to Appendix 8A [Functional Units, Priority Levels and Unit Deduction Amounts] that are needed as the result of a Change, Minor Works or an Innovation Proposal.

5. FAILURE BY PROJECT CO TO MONITOR OR REPORT

5.1 Performance Monitoring Report

The Performance Monitoring Report produced by Project Co for any Payment Period will be the initial source of the information regarding the performance of the Services for the relevant Payment Period for the purposes of calculating the relevant Deductions.

5.2 Failure to Monitor or Report

If Project Co fails to monitor or accurately report an Event, a Service Failure or an Unavailability Event:

- (a) such failure will be deemed to be a new Low Service Failure for each Event that has been misreported. The relevant Deduction for the new Low Service Failure will be made

in addition to the Deductions that would have been made had there been no failure to monitor or report;

- (b) the Province will be entitled to make Deductions in respect of any Service Failures or Unavailability Events in the manner prescribed in this Schedule, and the Performance Monitoring Report(s) and invoice(s) with respect to all Payment Periods affected by such failure will be restated to include any such Deductions; and
- (c) Project Co will pay to the Province the amount, if any, by which the amount paid to it for the affected Payment Periods exceeds the amount in the restated invoices for such Payment Periods.

5.3 Misconduct

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

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

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

5.4 No Prejudice to Other Rights

The provisions of this Section 5 [Failure by Project Co to Monitor or Report] of this Schedule are without prejudice to any rights of the Province in this Agreement, including pursuant Part 5 [Performance Monitoring and Reporting] of Schedule 4 [Services Protocols and Specifications] and Section 12.1 [Project Co Events of Default] of this Agreement.

6. GENERAL PAYMENT PROVISIONS

6.1 Invoicing and Payment Arrangements

With respect to invoicing and payment, the following will apply.

- (a) All Service Payments, except for any Diesel Fuel Services Payment and Snow Ploughing and Removal Services Payment, will be payable in advance for each Payment Period.
- (b) Any Diesel Fuel Services Payment will be payable in arrears. Project Co will use reasonable efforts to include in its invoice amounts in respect of any relevant Services within one Payment Period following the Payment Period in which such Services were carried out. Project Co will include in its invoice an amount in respect of any relevant Services within two Payment Periods following the Payment Period within which such

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Services were carried out, and after that time Project Co waives the right to any claims against the Province for payment in respect of such Services.

- (c) Any Snow Ploughing and Removal Services Payments will be payable in arrears. Project Co will use reasonable efforts to include in its invoice amounts in respect of any relevant Services within one Payment Period following the Payment Period in which such Services were carried out. Project Co will include in its invoice an amount in respect of any relevant Services within two Payment Periods following the Payment Period within which such Services were carried out, and after that time Project Co waives the right to any claims against the Province for payment in respect of such Services.
- (d) A minimum of 10 Business Days prior to each Payment Period (referred to as the applicable Payment Period for the purpose of this Section), Project Co will provide the Province with an invoice in a form agreed by the parties, acting reasonably. The invoice will include as a minimum:
 - (1) the Service Payment for the applicable Payment Period;
 - (2) the Deductions in respect of the Payment Period that is two Payment Periods before the applicable Payment Period;
 - (3) the amount of the Diesel Fuel Services Payments in respect of any Payment Period that is two Payment Periods before the applicable Payment Period and for which an invoice has not already been provided by Project Co pursuant to this Section;
 - (4) the amount of the Snow Ploughing and Removal Services Payments in respect of any Payment Period that is two Payment Periods before the applicable Payment Period and for which an invoice has not already been provided by Project Co pursuant to this Section;
 - (5) the final Performance Monitoring Report and Payment Adjustment Report for the Payment Period described in Section 6.1(d)(2) [Invoicing and Payment Arrangements] of this Schedule;
 - (6) any adjustments to a previous Payment Period, as set out in the applicable Payment Adjustment Report;
 - (7) any amount owing to the Province under this Agreement;
 - (8) any amount owing to Project Co under this Agreement;
 - (9) the amount of applicable GST, and any other information prescribed under the Excise Tax Act (Canada);
 - (10) the amount of applicable PST;

- (11) Project Co's GST registration number; and
 - (12) the net amount owing by the Province to Project Co, or by Project Co to the Province, as applicable.
- (e) The Province will review each invoice submitted in accordance with this Section within 5 Business Days and the Province will pay the amount approved by the Province on the later of the first day of the Payment Period or the 10th Business Day after receipt of the invoice. If an invoice does not meet any of the invoicing requirements, Project Co must resubmit a complete invoice which will be reviewed by the Province within 5 Business Days after receipt and the Province will pay the amount approved by the Province within 10 Business Days after receipt of such complete invoice.
 - (f) The Province will not be obligated to make any payment unless all conditions of payment in this Agreement have been satisfied.
 - (g) Within 10 Business Days following the end of each Payment Period, Project Co will submit to the Province:
 - (1) a draft Performance Monitoring Report; and
 - (2) a draft of a report (a "**Payment Adjustment Report**") setting out any adjustments, including Deductions, to the Service Payments for that Payment Period, the amount of the Diesel Fuel Services Payment, the Snow Ploughing Services Payment and the amount of over-payment or under-payment from the amount paid previously by the Province for that Payment Period.
 - (h) The Province may, but is not obligated to, provide comments to Project Co on the draft Performance Monitoring Report and the draft Payment Adjustment Report, which comments will be given due regard by Project Co in finalizing the Performance Monitoring Report and Payment Adjustment Report.
 - (i) By the applicable date set out in Section 6.1(d) [Invoicing and Payment Arrangements] of this Schedule, Project Co will submit to the Province:
 - (1) a final Performance Monitoring Report for that Payment Period; and
 - (2) a final Payment Adjustment Report, identifying changes in the final Payment Adjustment Report from the draft Payment Adjustment Report submitted by Project Co to the Province in accordance with Section 6.1(g) [Invoicing and Payment Arrangements] of this Schedule.
 - (j) Project Co will include with each invoice and Payment Adjustment Report such supporting documentation as is reasonably required to substantiate and confirm the invoiced amounts and amounts set out in each Payment Adjustment Report.

- (k) For the final 3 Payment Periods of the Term, the Province may withhold from payment a reasonable amount for possible adjustments to the Service Payments, and within 30 days after the expiry of the Term Project Co will provide the Province with a final invoice setting out Project Co's calculations to reconcile any over-payments or under-payments and the Province or Project Co, as applicable, will promptly pay the amount properly due and payable to the other party.
- (l) No payment will be construed as an acceptance or approval of incomplete, defective or improper Design, Construction, Services or any other matter provided by Project Co which is not in conformance with the requirements of this Agreement, and will not operate to relieve Project Co from any of its obligations under this Agreement.

7. CONSTRUCTION PERIOD PAYMENT

7.1 Total Construction Period Payment Amount

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

APPENDIX 8A

FUNCTIONAL UNITS, PRIORITY LEVELS AND UNIT DEDUCTION AMOUNTS

Unit Deduction Amounts:

for a Priority Level 1 Functional Unit, s. 17 Index Linked;

for a Priority Level 2 Functional Unit, s. 17 Index Linked;

for a Priority Level 3 Functional Unit, s. 17 Index Linked;

for a Priority Level 4 Functional Unit s. 17 Index Linked; and

for a Priority Level 5 Functional Unit, s. 17 Index Linked.

Functional Units and Priority Levels:

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
1.000 RECEPTION AND VISITS			
1.100	Public Lobby, Visitor Processing		
1.101	Covered Outdoor Waiting	1	4
1.102	Entrance Vestibule	1	4
1.103	Public Lobby	1	4
1.104	Reception Counter	1	3
1.105	Reception Work Area	1	3
1.106	Visitor Control Desk	1	4
1.107	Community Room	1	5
1.108	Equipment Storage	1	5
1.109	Security Screening	1	3
1.110	Visitor Interview Room	1	5
1.111	Washrooms	2	4
1.112	Vending Machines	1	5
1.113	Public Telephones	1	5
1.114	Visitor's Lockers	15	5
1.115	Visits Coordinator	2	4
1.116	Kiosk	1	5
1.200	Visitation		
1.201	Visits Waiting Room	1	3
1.202	Visitor Search Room	1	3

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Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
1.203	Main Pedestrian Sally Port	1	2
1.204	Open Visits	1	3
1.205	Private Professional Visits Rooms	6	3
1.206	Video Visitation Booths	25	3
1.207	Male Visitor Washroom	1	4
1.208	Female Visitor Washroom	1	4
1.209	Secure Visits Room	2	3
1.210	Visits Officer Station	1	4
1.211	Storage	1	5
1.212	Inmate Search Room	1	3
1.213	Inmate Washroom	2	3
1.214	Children's Playroom	1	3
1.215	Janitor Closet	1	4
1.216	Vestibule	1	4
2.000 SECURITY & CENTRAL CONTROL			
2.100	Security Surveillance Post		
2.101	Security Surveillance Post (SSP)	1	1
2.102	Main ESCS Room	1	1
2.103	Secure Vestibule	1	2
2.104	Communications Service Entrance Room	1	2
2.105	Washroom	1	3
3.000 ADMITTING & DISCHARGE (Based upon 50 new admissions per day)			
3.100	Admitting/Processing/Transfer/Discharge		
3.101	Secure Vehicle Yard	1	3
3.310	Storage Shed	1	5
3.102	Vehicular Secure Vestibule	1	2
3.103	A&D Sally Port	1	2
3.104	Inmate Washroom	1	4
3.105	Officer Washroom	1	4
3.106	Booking Lobby	1	3
3.107	ADW Security Intelligence	1	4
3.108	ADW Sentence Management Unit	1	4
3.109	SMU Secretary	1	4
3.110	Clerk	1	4
3.111	Instructor	1	4
3.112	Classification Officers	3	4
3.113	Conditional Release Coordinator	2	4
3.114	Kfiles/Warrant Entry	1	4
3.115	Audit	1	4
3.116	Security	2	4

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Appendix 8A – Functional Units, Priority Levels and Unit Deduction Amounts
Date: March 18, 2014

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
3.117	Sheriff Manager	1	4
3.118	Sheriff's Office	1	4
3.119	Sheriff's Armory	1	1
3.120	Supplies Closet	1	5
3.121	Inmate Waiting Area	2	3
3.122	Decontamination/DNA Retrieval Cell	1	2
3.123	Supervisor A&D	1	4
3.124	Sentence Management Supervisor	1	4
3.125	A&D File Storage	1	5
3.126	Equipment Room	1	5
3.127	Single Holding Cells (Dirty)	4	2
3.128	Group Holding Cells (Dirty)	3	2
3.129	Shower Room	2	3
3.130	Booking/Video Capture Station	1	2
3.131	A&D Security Post	2	3
3.132	CPIC Terminal Room	1	4
3.133	Finger Print Station	1	3
3.134	Medical Screening	2	3
3.135	Mental Health Screening	2	3
3.136	Classification/Interview Rooms	2	3
3.137	Handwash Station	4	5
3.138	Search Area	1	3
3.139	Institutional Clothing Issue	1	3
3.140	Contaminated Clothes Handling	1	4
3.141	Clothing Rack Storage	1	4
3.142	Meal Cart Alcove	1	4
3.143	Single Holding Cells (Clean)	5	2
3.144	Group Holding Cells (Clean)	3	2
3.145	BOSS Chair Station	1	3
3.146	Janitor's Closet	1	4
3.147	Video Court Waiting Area	1	3
3.148	Video Courtroom (small)	6	3
3.149	Video Courtroom (large)	3	3
3.150	Video Court Officer Station	1	4
3.200 Admissions Property Storage			
3.201	Property Staging	1	4
3.202	Equipment Room	1	5
3.203	Institutional Clothing Storage	1	4
3.204	Unclaimed Property Storage	1	4
3.205	Inmate Personal Property/Clothing Storage	1	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
3.206	Staff Washrooms	1	4
3.300	Short-term Holding		
3.301	Reception Area/Effects Pickup	1	4
3.302	Supervisor's Office	1	4
3.303	Sleeping Rooms	15	3
3.304	Multipurpose Room	1	4
3.305	Washrooms and Showers	1	4
3.306	Interview/Search Room	2	4
3.307	Warming Kitchen	1	4
3.308	Storage	2	5
4.000 FACILITY ADMINISTRATION			
4.100	Administration		
4.101	Lobby	1	5
4.102	Warden's Office	1	4
4.103	ADW Standards	1	4
4.104	Warden's Secretary	1	4
4.105	DW Assistant	2	4
4.106	Visits and Communications Clerk	2	4
4.200	Business and Finance		
4.201	Director Of Business and Finance	1	4
4.202	Office Manager	1	4
4.203	Inmate Accounts	2	4
4.204	Pay/Leave Clerk	1	4
4.205	Accounts Payable	2	4
4.206	Financial Clerk	1	4
4.207	Purchasing Officer	1	4
4.300	Operations		
4.301	Deputy Warden Operations	1	4
4.302	ADW's Regulations	2	4
4.303	Corrections Supervisor/ Discipline Coordinator	3	4
4.304	Drop-In Workstations	6	5
4.305	Corrections Supervisor - Seg	1	4
4.400	Programmes		
4.401	Deputy Warden of Programmes	1	4
4.402	ADW Programmes	2	4
4.403	ADW Case Management	1	4
4.404	ADW Work Programmes	1	4
4.405	Correctional Super. - Programmes	3	4
4.406	Visits Officer	1	4
4.407	Core Programme Coordinator	1	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
4.408	Core Programme Officer	3	4
4.500	Sentence Management Unit		
4.501	Deputy Warden Offender Management	1	4
4.600	Staff Administration		
4.601	ADW, Staffing	1	4
4.602	Scheduler	1	4
4.603	Training Instructor	1	4
4.604	Recruiter	1	4
4.605	JI Instructor	1	4
4.700	Shared Support Spaces		
4.701	Administration Entrance Vestibule	1	4
4.702	File/Mail/Printing/Storage Room	1	4
4.703	Telephone Rooms	1	4
4.704	Secure Closet	1	4
4.705	Main C.E.R.	1	3
4.706	Janitor's Closet	1	4
4.707	Breakroom	1	4
4.708	Small Meeting Room	2	3
4.709	Large Meeting Room	1	3
4.710	Incident Command/Board Room	1	1
4.711	Washrooms	2	4
4.712	Handwash Station	2	4
5.000 HEALTH SERVICES			
5.100	Health Clinic (Adjacent to A&D)		
5.101	Holding Cell Lobby	1	4
5.102	Group Holding Cells	2	4
5.103	Single Holding Cells	2	4
5.104	Officer Workstation	1	4
5.105	Treatment Lobby	1	4
5.106	Inmate Washroom	2	4
5.107	Treatment/First Aid Room	1	3
5.108	Examination Room	2	4
5.109	Interview Rooms	2	4
5.110	Doctor Exam Suite	1	4
5.111	Dental Operatory	1	3
5.112	Dental Compressor Room	1	3
5.113	Dental Storage	1	5
5.114	Digital Imaging Room	1	3
5.115	Physiotherapy Room	1	4
5.116	X-ray Room	1	4

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Appendix 8A – Functional Units, Priority Levels and Unit Deduction Amounts
Date: March 18, 2014

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
5.117	Clean Sterile Supply	1	5
5.118	Soiled Holding	1	5
5.119	Bio-Hazardous Waste Storage	1	4
5.120	Janitor's Closet	1	4
5.200	Health Services Administration		
5.201	Nurse/Administration Area	1	3
5.202	Nurse Supervisor's Office	1	4
5.203	Drug & Alcohol Counselor	1	4
5.204	Mental Health Liaison Officer	2	4
5.205	Methadone Administrator	1	4
5.206	Visiting Professional	1	4
5.207	Small Meeting Room	1	4
5.208	File Storage	1	5
5.209	Staff Washroom	2	4
5.210	Dispensary Vestibule	1	4
5.211	Pharmacy	1	3
5.212	Autoclave Sterilization Area	1	3
5.213	Equipment Storage	1	5
5.214	Bulk Storage	1	5
5.215	Handwash Station	2	4
5.216	Health Staff Breakroom	1	4
5.300	Health Services Inpatient Cells (12 cells)		
5.301	Negative Pressure Isolation Cells-Single Occupancy	2	1
5.302	Positive Pressure Isolation Cells-Single Occupancy	1	1
5.303	Isolation Ante Room	1	3
5.304	Healthcare Cells - Single Occupancy	9	2
5.305	Healthcare Dayroom	1	3
5.306	Harm Reduction Cell	1	1
5.307	WC for Harm Reduction Cell	1	1
5.308	Showers	2	3
5.309	Interview Rooms	2	4
5.310	Outdoor Courtyard	1	3
5.311	Food Service Pantry	1	3
5.312	Storage	1	5
5.400	Special Management Unit (2 groupings of 12=24 beds)		
5.401	Officer's Workstation	1	2
5.402	Staff Washroom	1	4
5.403	Inmate Cell	24	2
5.404	Triage Room	1	4
5.405	Consult Room	2	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
5.406	Multipurpose Room	1	3
5.407	Outdoor Recreation Courtyard	1	3
5.408	Fitness Room	1	3
5.409	Video Visitation Booth	6	3
5.410	Inmate Telephone	4	3
5.411	Showers	4	3
5.412	Food Cart Storage	1	3
5.413	Servery/ Tray Dispensing	1	3
5.414	Hair Care Room	1	5
5.415	Storage	2	5
5.416	Janitor's Closet	1	4
5.417	Dayroom	1	3
6.000 PROGRAMME SERVICES			
6.100 Central Programme Cluster			
6.101	Work Programme Security Office	3	4
6.102	Multi-Purpose Room	2	4
6.103	Large Workshop	1	4
6.104	Small Workshop	2	4
6.105	Equipment Storage Room	3	5
6.106	Workshop Instructors	1	4
6.107	Inmate Muster	1	4
6.108	Inmate Changing/Shower Area	1	4
6.109	Open Custody Outside Work Programme Breakroom	1	4
6.110	Aboriginal Programme Room	1	4
6.111	Volunteer Area	1	5
6.112	Volunteer Office	1	5
6.113	Loading Area	1	4
6.114	Central Housekeeping Storage	1	4
6.115	Pantry	1	5
6.116	Equipment Storage	1	5
6.117	Chaplain's Office	1	4
6.118	Counseling Room	2	4
6.119	Library	1	4
6.120	Law Library	1	4
6.121	Librarian	1	4
6.122	Library Work Room	1	4
6.123	Handwash Station	1	4
6.124	Staff Washroom	3	4
6.125	Inmate Washroom	1	4
6.126	Janitor's Closet	1	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
6.127	Outside Vocational Work Area	1	5
6.128	Outside Sweat Lodge	1	5
6.129	Greenhouse	1	5
6.130	Greenhouse Storage	1	5
6.131	Inmate Programs Sally Port	1	2
6.132	Outside Vocational Work Area	2	5
7.000 LIVING UNITS			
7.100 General Population Living Unit			
7.101	Dayroom	8	3
7.102	Officer's Workstation	8	2
7.103	Staff Washroom	8	3
7.104	Inmate Cell	280	3
7.105	Inmate Cell (Handicapped accessible)	8	3
7.106	Interview Room	16	4
7.107	Multipurpose Room	8	4
7.108	Outdoor Recreation Courtyard	8	3
7.109	Fitness Room	8	3
7.110	Video Visitation Booths	48	3
7.111	Inmate Telephone	48	3
7.112	Private Telephone Room	8	3
7.113	Showers	72	3
7.114	Food Cart Storage	8	3
7.115	Servery/Tray Dispensing	8	3
7.116	Hair Grooming Room	8	5
7.117	Storage	16	5
7.118	Janitor's Closet	8	4
7.200 Open Population Living Unit			
7.201	Dayroom	2	2
7.202	Officer's Workstation	2	2
7.203	Staff Washroom	2	3
7.204	Inmate Cell	70	2
7.205	Inmate Cell (Handicapped accessible)	2	2
7.206	Interview Room	4	3
7.207	Multipurpose Room	2	4
7.208	Outdoor Recreation Courtyard	2	3
7.209	Fitness Room	2	3
7.210	Video Visitation Booth	12	3
7.211	Inmate Telephone	12	3
7.212	Private Telephone Room	2	3
7.213	Showers	18	3

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
7.214	Food Cart Storage	2	3
7.215	Servery/Tray Dispensing	2	3
7.216	Hair Grooming Room	2	5
7.217	Storage	4	5
7.218	Janitor's Closet	2	4
7.300	Segregation/Observation Housing		
7.301	Entrance Vestibule	1	2
7.302	Elevator	1	2
7.303	Officer's Workstation	1	2
7.304	Staff Washroom	1	3
7.305	Inmate Cell	35	2
7.306	Inmate Cell (Handicapped accessible)	1	2
7.307	Interview/Triage Room	1	3
7.308	Interview Room	2	3
7.309	Holding Cells	3	3
7.310	Hearing Room	1	2
7.311	Outdoor Recreation Courtyard	3	3
7.312	Video Visitation Booth	3	3
7.313	Inmate Telephone	3	3
7.314	Private Telephone Room	1	3
7.315	Showers	6	3
7.316	Servery Alcove	1	3
7.317	Storage	2	5
7.318	Janitor's Closet	1	4
7.400	Women's Living Unit		
7.401	Dayroom	1	3
7.402	Officer's Workstation	1	2
7.403	Staff Washroom	1	3
7.404	Inmate Cell	17	2
7.405	Inmate Cell (Handicapped accessible)	1	2
7.406	Triage Room	1	3
7.407	Interview Room	2	3
7.408	Multipurpose Room	1	3
7.409	Outdoor Recreation Courtyard	1	3
7.410	Fitness Room	1	3
7.411	Video Visitation Booth	6	3
7.412	Inmate Telephone	4	3
7.413	Private Telephone Room	1	3
7.414	Showers	4	3
7.415	Food Cart Storage	1	3

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
7.416	Servery/Tray Dispensing	1	3
7.417	Hair Care Room	1	5
7.418	Storage	2	5
7.419	Janitor's Closet	1	4
7.420	Laundry Room	1	3
7.500	Pod Support		
7.501	Correctional Supervisor	3	3
7.502	Staff Work Room	3	4
7.503	Staff Washroom	3	3
7.504	Video Courtroom	3	3
7.505	Video-Equipped Interview Room	6	3
7.506	Private Interview Rooms	6	3
7.507	Triage Room	3	3
7.508	Inmate Washroom	3	4
7.509	Staff Breakroom	3	4
7.510	OCP	3	1
7.511	OCP Washroom	3	3
7.512	Sub-ESCS/Comm Room	3	1
7.513	Secure Vestibule	3	2
7.514	Janitor's Closet	3	4
8.000 STAFF SERVICES			
8.100	Training		
8.101	Entrance Vestibule	1	4
8.102	Tactical Team Preparation Area	1	3
8.103	Training Center	1	4
8.104	Storage	2	5
8.105	Small Training Room	1	4
8.106	Computer Training Center	1	4
8.107	Computer Training Storage	1	5
8.108	General Storage	1	5
8.109	AV Storage	1	5
8.110	Janitor's Closet	1	4
8.111	Muster Room	1	4
8.200	Staff Support Services		
8.201	Breakroom	1	4
8.202	Outdoor Break Area	1	5
8.203	Resource Centre	1	4
8.204	Storage Room	1	5
8.205	Handwash Station	2	4
8.206	Staff Washrooms	2	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
8.207	Wellness Center	1	4
8.208	Male Locker Rooms	1	4
8.209	Female Locker Rooms	1	4
8.210	Quiet Room	2	4
8.211	Janitor's Closet	1	4
9.000 FOOD SERVICES			
9.100 Food Services			
9.101	Main Holding Cooler Room	1	2
9.102	General Freezer Room	1	2
9.104	Bulk Dry Goods Store	1	4
9.105	Kitchen Day Store	1	4
9.106	Kitchen Office	1	4
9.107	Preparation/Finishing Area	1	3
9.108	Tray Soaking	1	3
9.109	Staff Break Room	1	4
9.110	Beverage Production Area	1	4
9.111	Tray Plating Conveyor with Meals Tray Storage Area	1	3
9.112	Tray/M meal Delivery Cart Holding Area	1	3
9.113	Cart Wash Area	1	3
9.114	Central Dishwashing	1	3
9.115	Meal Tray Return Storage Area	1	4
9.116	Garbage Cooler/Sorting Area	1	4
9.117	Chemical Store	1	4
9.118	Washroom, Staff w/ Lockers	2	4
9.119	Handwash Station	4	4
9.120	Eyewash Station	1	4
9.121	Canteen Item Storage and Sorting	1	4
9.122	Loading Dock	1	3
9.123	Receiving Room	1	4
9.124	Janitor Closet	1	4
10.000 LAUNDRY SERVICES			
10.100 Laundry Services			
10.101	Work Programme Officer - Laundry	1	4
10.102	Internal Pick-up/Delivery	1	4
10.103	Laundry Sorting/Dirty Room	1	4
10.104	Washing and Drying Area	1	3
10.105	Laundry Staging/Clean	1	4
10.106	Handwash Station	1	4
10.107	Staff Washroom	1	4
10.108	Inmate Washroom	1	4

Ref. Num. of Functional Unit (as per Room Information Sheets)	Space Designation	Number of Functional Units	Priority Level
10.109	Break Area	1	4
10.110	Chemical Storage/Supplies	1	3
10.111	Eye Wash Station	1	3
11.000 MAINTENANCE AND STORES			
11.100 Stores			
11.101	Stores	1	4
11.102	Shipping/Receiving/Transition	1	4
11.103	Shipping/Receiving Office	1	4
11.104	Garbage Disposal	1	3
11.105	Staff Washroom	2	4
11.106	Deluge Shower	1	4
11.107	Handwash Station	2	4
11.108	Janitor's Closet	1	4
11.109	Services Sally Port	1	2
11.110	Landscape Equipment Storage	1	5
SYSTEMS			
	Fire Suppression (Section 9.2 of Schedule 3)		2
	Plumbing (Section 9.3 of Schedule 3)		3
	Heating, Ventilation and Air Conditioning (Section 9.4 of Schedule 3)		3
	Electrical (Section 9.6 of Schedule 3)		1
	Communication (Section 9.7 of Schedule 3)		2
	ESCS (Section 9.8 of Schedule 3)		1
	EOC (Section 9.8.11 of Schedule 3)		1

Total Units **1382**

APPENDIX 8B

CONSTRUCTION PERIOD PAYMENTS

1. CONSTRUCTION PERIOD PAYMENT AMOUNTS

The Province will make monthly payments (each a “**Construction Period Payment**”) to Project Co during the Construction Period in accordance with this Appendix. The amount payable by the Province to Project Co as at the end of the month indicated in Table 8B-1 will be the amount by which the lesser of:

- (a) the cumulative maximum applicable to that month as set out in Column B of Table 8B-1; and
- (b) s. 21 of the Cost to Date at the end of that month,

exceeds the total of all Construction Period Payments previously paid by the Province to Project Co under this Appendix. These payments are intended as funding and to qualify as one of the listed items in paragraph 12(1)(x) of the Income Tax Act (Canada). The cumulative maximum of the Construction Period Payments must not exceed \$72.3 million [amount to be confirmed prior to Financial Close in cell E41 of Form A1 in the Financial Model].

2. INVOICING AND PAYMENT

Project Co will invoice the Province for Construction Period Payments at any time after the end of the applicable month and will include with that invoice:

- (c) a certificate of the Independent Certifier certifying (in the manner outlined in Section 2.4 [Payment Certificates] of Schedule 2 [Design and Construction Protocols]) the Cost to Date as at the end of the applicable month. The Cost to Date will be determined in accordance with Section 3.4(a) of the Design-Build Agreement and will be the sum of s. 3.4(a)(1) and s. 3.4(a)(4), provided that in no event will the Province fund more than 40% of the cost of the Design and Construction properly completed and in no event will the Province fund the Retention Amount (as defined in the Design-Build Agreement) or pay funds into the Construction Delay Account (as defined in the Design-Build Agreement);
- (d) the amount of GST payable;
- (e) copies of all certifications (including from the Lender’s Technical Advisor) provided to, and communications from, the Senior Lenders (other than those previously provided under this Appendix) with respect to payments to the Design-Builder, the cost to complete the Project, the sufficiency of funds available to Project Co to complete the Project and the likelihood that Service Commencement will be achieved by the Longstop Date;
- (f) a certificate of an officer of Project Co certifying that:

- (1) Project Co is in compliance with all applicable provisions of the Senior Financing Agreements and the Design-Build Agreement with respect to all payments to the Design-Builder made on or before the date of the invoice;
- (2) Project Co has taken all steps required under the Senior Financing Agreement to draw the funds required (in addition to the amounts invoiced to the Province) to pay the Design-Builder and knows of no reason why such funds would not be advanced as requested;
- (3) Project Co is not in default under either the Project Agreement or any of the Senior Financing Agreements;
- (4) Project Co has available to it sufficient funds to complete the Project; and
- (5) the Project can reasonably be expected to achieve Service Commencement by the Longstop Date.

The Province will review each invoice submitted in accordance with this Section of this Appendix within 5 Business Days and pay the amount approved by the Province within 10 Business Days after receipt of the invoice.

Table 8B-1 [Cumulative Maximum Construction Period Payments]

A	B
Month	Cumulative Maximum
1	\$3,948,102
2	\$4,580,291
3	\$5,146,000
4	\$6,369,376
5	\$7,952,596
6	\$10,250,408
7	\$13,050,296
8	\$16,233,323
9	\$19,909,465
10	\$24,010,394
11	\$27,838,524
12	\$31,586,655
13	\$34,966,270
14	\$38,389,349

A	B
Month	Cumulative Maximum
15	\$41,512,823
16	\$44,043,561
17	\$46,298,920
18	\$48,592,879
19	\$51,384,647
20	\$54,178,855
21	\$56,654,903
22	\$58,852,756
23	\$61,153,282
24	\$63,335,057
25	\$66,391,167
26	\$68,081,875
27	\$69,225,979
28	\$70,194,627
29	\$70,660,628
30	\$71,317,255
31	\$72,295,683

APPENDIX 8C

SERVICE PAYMENTS

This Appendix 8C consists of three tables:

- (g) Table 1 [Capital Payments];
- (h) Table 2 [Life Cycle Payments]; and
- (i) Table 3 [Facility Maintenance Payments].

Note: Payments and totals shown are amounts rounded to the nearest whole dollar.

Table 1 [Capital Payments]

Note: The amounts set out in this Table are not Index Linked.

A	B
Payment Period	Capital Payment (not Index Linked)
Month 1	S. 21
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	
Month 12	
Month 13	
Month 14	
Month 15	
Month 16	
Month 17	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 18	S. 21
Month 19	
Month 20	
Month 21	
Month 22	
Month 23	
Month 24	
Month 25	
Month 26	
Month 27	
Month 28	
Month 29	
Month 30	
Month 31	
Month 32	
Month 33	
Month 34	
Month 35	
Month 36	
Month 37	
Month 38	
Month 39	
Month 40	
Month 41	
Month 42	
Month 43	
Month 44	
Month 45	
Month 46	
Month 47	
Month 48	
Month 49	
Month 50	
Month 51	
Month 52	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 53	S. 21
Month 54	
Month 55	
Month 56	
Month 57	
Month 58	
Month 59	
Month 60	
Month 61	
Month 62	
Month 63	
Month 64	
Month 65	
Month 66	
Month 67	
Month 68	
Month 69	
Month 70	
Month 71	
Month 72	
Month 73	
Month 74	
Month 75	
Month 76	
Month 77	
Month 78	
Month 79	
Month 80	
Month 81	
Month 82	
Month 83	
Month 84	
Month 85	
Month 86	
Month 87	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 88	
Month 89	
Month 90	
Month 91	
Month 92	
Month 93	
Month 94	
Month 95	
Month 96	
Month 97	
Month 98	
Month 99	
Month 100	
Month 101	
Month 102	
Month 103	
Month 104	
Month 105	S. 21
Month 106	
Month 107	
Month 108	
Month 109	
Month 110	
Month 111	
Month 112	
Month 113	
Month 114	
Month 115	
Month 116	
Month 117	
Month 118	
Month 119	
Month 120	
Month 121	
Month 122	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 123	
Month 124	
Month 125	
Month 126	
Month 127	
Month 128	
Month 129	
Month 130	
Month 131	
Month 132	
Month 133	
Month 134	
Month 135	
Month 136	
Month 137	
Month 138	
Month 139	
Month 140	S. 21
Month 141	
Month 142	
Month 143	
Month 144	
Month 145	
Month 146	
Month 147	
Month 148	
Month 149	
Month 150	
Month 151	
Month 152	
Month 153	
Month 154	
Month 155	
Month 156	
Month 157	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 158	
Month 159	
Month 160	
Month 161	
Month 162	
Month 163	
Month 164	
Month 165	
Month 166	
Month 167	
Month 168	
Month 169	
Month 170	
Month 171	
Month 172	
Month 173	
Month 174	
Month 175	S. 21
Month 176	
Month 177	
Month 178	
Month 179	
Month 180	
Month 181	
Month 182	
Month 183	
Month 184	
Month 185	
Month 186	
Month 187	
Month 188	
Month 189	
Month 190	
Month 191	
Month 192	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 193	
Month 194	
Month 195	
Month 196	
Month 197	
Month 198	
Month 199	
Month 200	
Month 201	
Month 202	
Month 203	
Month 204	
Month 205	
Month 206	
Month 207	
Month 208	
Month 209	
Month 210	S. 21
Month 211	
Month 212	
Month 213	
Month 214	
Month 215	
Month 216	
Month 217	
Month 218	
Month 219	
Month 220	
Month 221	
Month 222	
Month 223	
Month 224	
Month 225	
Month 226	
Month 227	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 228	S. 21
Month 229	
Month 230	
Month 231	
Month 232	
Month 233	
Month 234	
Month 235	
Month 236	
Month 237	
Month 238	
Month 239	
Month 240	
Month 241	
Month 242	
Month 243	
Month 244	
Month 245	
Month 246	
Month 247	
Month 248	
Month 249	
Month 250	
Month 251	
Month 252	
Month 253	
Month 254	
Month 255	
Month 256	
Month 257	
Month 258	
Month 259	
Month 260	
Month 261	
Month 262	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 263	
Month 264	
Month 265	
Month 266	
Month 267	
Month 268	
Month 269	
Month 270	
Month 271	
Month 272	
Month 273	
Month 274	
Month 275	
Month 276	
Month 277	
Month 278	
Month 279	
Month 280	S. 21
Month 281	
Month 282	
Month 283	
Month 284	
Month 285	
Month 286	
Month 287	
Month 288	
Month 289	
Month 290	
Month 291	
Month 292	
Month 293	
Month 294	
Month 295	
Month 296	
Month 297	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 298	
Month 299	
Month 300	
Month 301	
Month 302	
Month 303	
Month 304	
Month 305	
Month 306	
Month 307	
Month 308	
Month 309	
Month 310	
Month 311	
Month 312	
Month 313	
Month 314	
Month 315	S. 21
Month 316	
Month 317	
Month 318	
Month 319	
Month 320	
Month 321	
Month 322	
Month 323	
Month 324	
Month 325	
Month 326	
Month 327	
Month 328	
Month 329	
Month 330	
Month 331	
Month 332	

A	B
Payment Period	Capital Payment (not Index Linked)
Month 333	
Month 334	
Month 335	
Month 336	
Month 337	
Month 338	
Month 339	
Month 340	
Month 341	
Month 342	
Month 343	
Month 344	
Month 345	
Month 346	
Month 347	S. 21
Month 348	
Month 349	
Month 350	
Month 351	
Month 352	
Month 353	
Month 354	
Month 355	
Month 356	
Month 357	
Month 358	
Month 359	
Month 360	
Total	

Table 2 [Life Cycle Payments]

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	
Month 12	
Month 13	
Month 14	
Month 15	
Month 16	
Month 17	S. 21
Month 18	
Month 19	
Month 20	
Month 21	
Month 22	
Month 23	
Month 24	
Month 25	
Month 26	
Month 27	
Month 28	
Month 29	
Month 30	
Month 31	
Month 32	
Month 33	
Month 34	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 35	S. 21
Month 36	
Month 37	
Month 38	
Month 39	
Month 40	
Month 41	
Month 42	
Month 43	
Month 44	
Month 45	
Month 46	
Month 47	
Month 48	
Month 49	
Month 50	
Month 51	
Month 52	
Month 53	
Month 54	
Month 55	
Month 56	
Month 57	
Month 58	
Month 59	
Month 60	
Month 61	
Month 62	
Month 63	
Month 64	
Month 65	
Month 66	
Month 67	
Month 68	
Month 69	
Month 70	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 71	
Month 72	
Month 73	
Month 74	
Month 75	
Month 76	
Month 77	
Month 78	
Month 79	
Month 80	
Month 81	
Month 82	
Month 83	
Month 84	
Month 85	
Month 86	
Month 87	
Month 88	
Month 89	S. 21
Month 90	
Month 91	
Month 92	
Month 93	
Month 94	
Month 95	
Month 96	
Month 97	
Month 98	
Month 99	
Month 100	
Month 101	
Month 102	
Month 103	
Month 104	
Month 105	
Month 106	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 107	
Month 108	
Month 109	
Month 110	
Month 111	
Month 112	
Month 113	
Month 114	
Month 115	
Month 116	
Month 117	
Month 118	
Month 119	
Month 120	
Month 121	
Month 122	
Month 123	
Month 124	
Month 125	S. 21
Month 126	
Month 127	
Month 128	
Month 129	
Month 130	
Month 131	
Month 132	
Month 133	
Month 134	
Month 135	
Month 136	
Month 137	
Month 138	
Month 139	
Month 140	
Month 141	
Month 142	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 143	
Month 144	
Month 145	
Month 146	
Month 147	
Month 148	
Month 149	
Month 150	
Month 151	
Month 152	
Month 153	
Month 154	
Month 155	
Month 156	
Month 157	
Month 158	
Month 159	
Month 160	
Month 161	S. 21
Month 162	
Month 163	
Month 164	
Month 165	
Month 166	
Month 167	
Month 168	
Month 169	
Month 170	
Month 171	
Month 172	
Month 173	
Month 174	
Month 175	
Month 176	
Month 177	
Month 178	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 179	
Month 180	
Month 181	
Month 182	
Month 183	
Month 184	
Month 185	
Month 186	
Month 187	
Month 188	
Month 189	
Month 190	
Month 191	
Month 192	
Month 193	
Month 194	
Month 195	
Month 196	
Month 197	S. 21
Month 198	
Month 199	
Month 200	
Month 201	
Month 202	
Month 203	
Month 204	
Month 205	
Month 206	
Month 207	
Month 208	
Month 209	
Month 210	
Month 211	
Month 212	
Month 213	
Month 214	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 215	S. 21
Month 216	
Month 217	
Month 218	
Month 219	
Month 220	
Month 221	
Month 222	
Month 223	
Month 224	
Month 225	
Month 226	
Month 227	
Month 228	
Month 229	
Month 230	
Month 231	
Month 232	
Month 233	
Month 234	
Month 235	
Month 236	
Month 237	
Month 238	
Month 239	
Month 240	
Month 241	
Month 242	
Month 243	
Month 244	
Month 245	
Month 246	
Month 247	
Month 248	
Month 249	
Month 250	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 251	S. 21
Month 252	
Month 253	
Month 254	
Month 255	
Month 256	
Month 257	
Month 258	
Month 259	
Month 260	
Month 261	
Month 262	
Month 263	
Month 264	
Month 265	
Month 266	
Month 267	
Month 268	
Month 269	
Month 270	
Month 271	
Month 272	
Month 273	
Month 274	
Month 275	
Month 276	
Month 277	
Month 278	
Month 279	
Month 280	
Month 281	
Month 282	
Month 283	
Month 284	
Month 285	
Month 286	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 287	
Month 288	
Month 289	
Month 290	
Month 291	
Month 292	
Month 293	
Month 294	
Month 295	
Month 296	
Month 297	
Month 298	
Month 299	
Month 300	
Month 301	
Month 302	
Month 303	
Month 304	
Month 305	S. 21
Month 306	
Month 307	
Month 308	
Month 309	
Month 310	
Month 311	
Month 312	
Month 313	
Month 314	
Month 315	
Month 316	
Month 317	
Month 318	
Month 319	
Month 320	
Month 321	
Month 322	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 323	S. 21
Month 324	
Month 325	
Month 326	
Month 327	
Month 328	
Month 329	
Month 330	
Month 331	
Month 332	
Month 333	
Month 334	
Month 335	
Month 336	
Month 337	
Month 338	
Month 339	
Month 340	
Month 341	
Month 342	
Month 343	
Month 344	
Month 345	
Month 346	
Month 347	
Month 348	
Month 349	
Month 350	
Month 351	
Month 352	
Month 353	
Month 354	
Month 355	
Month 356	
Month 357	
Month 358	

A	B
Payment Period	Life Cycle Payment (\$ as of Base Date) (Index Linked)
Month 359	
Month 360	S. 21
Total	

Table 3 [Facility Maintenance Payments]

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	
Month 12	
Month 13	
Month 14	
Month 15	
Month 16	S. 21
Month 17	
Month 18	
Month 19	
Month 20	
Month 21	
Month 22	
Month 23	
Month 24	
Month 25	
Month 26	
Month 27	
Month 28	
Month 29	
Month 30	
Month 31	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 32	
Month 33	
Month 34	
Month 35	
Month 36	
Month 37	
Month 38	
Month 39	
Month 40	
Month 41	
Month 42	
Month 43	
Month 44	
Month 45	
Month 46	
Month 47	
Month 48	
Month 49	
Month 50	
Month 51	
Month 52	
Month 53	
Month 54	
Month 55	
Month 56	
Month 57	
Month 58	
Month 59	
Month 60	
Month 61	
Month 62	
Month 63	
Month 64	
Month 65	

S. 21

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 66	
Month 67	
Month 68	
Month 69	
Month 70	
Month 71	
Month 72	
Month 73	
Month 74	
Month 75	
Month 76	
Month 77	
Month 78	
Month 79	
Month 80	
Month 81	
Month 82	
Month 83	S. 21
Month 84	
Month 85	
Month 86	
Month 87	
Month 88	
Month 89	
Month 90	
Month 91	
Month 92	
Month 93	
Month 94	
Month 95	
Month 96	
Month 97	
Month 98	
Month 99	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 100	
Month 101	
Month 102	
Month 103	
Month 104	
Month 105	
Month 106	
Month 107	
Month 108	
Month 109	
Month 110	
Month 111	
Month 112	
Month 113	
Month 114	
Month 115	
Month 116	
Month 117	
Month 118	
Month 119	
Month 120	
Month 121	
Month 122	
Month 123	
Month 124	
Month 125	
Month 126	
Month 127	
Month 128	
Month 129	
Month 130	
Month 131	
Month 132	
Month 133	

S. 21

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 134	
Month 135	
Month 136	
Month 137	
Month 138	
Month 139	
Month 140	
Month 141	
Month 142	
Month 143	
Month 144	
Month 145	
Month 146	
Month 147	
Month 148	
Month 149	
Month 150	
Month 151	S. 21
Month 152	
Month 153	
Month 154	
Month 155	
Month 156	
Month 157	
Month 158	
Month 159	
Month 160	
Month 161	
Month 162	
Month 163	
Month 164	
Month 165	
Month 166	
Month 167	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 168	
Month 169	
Month 170	
Month 171	
Month 172	
Month 173	
Month 174	
Month 175	
Month 176	
Month 177	
Month 178	
Month 179	
Month 180	
Month 181	
Month 182	
Month 183	
Month 184	
Month 185	S. 21
Month 186	
Month 187	
Month 188	
Month 189	
Month 190	
Month 191	
Month 192	
Month 193	
Month 194	
Month 195	
Month 196	
Month 197	
Month 198	
Month 199	
Month 200	
Month 201	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 202	
Month 203	
Month 204	
Month 205	
Month 206	
Month 207	
Month 208	
Month 209	
Month 210	
Month 211	
Month 212	
Month 213	
Month 214	
Month 215	
Month 216	
Month 217	
Month 218	
Month 219	S. 21
Month 220	
Month 221	
Month 222	
Month 223	
Month 224	
Month 225	
Month 226	
Month 227	
Month 228	
Month 229	
Month 230	
Month 231	
Month 232	
Month 233	
Month 234	
Month 235	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 236	
Month 237	
Month 238	
Month 239	
Month 240	
Month 241	
Month 242	
Month 243	
Month 244	
Month 245	
Month 246	
Month 247	
Month 248	
Month 249	
Month 250	
Month 251	
Month 252	
Month 253	S. 21
Month 254	
Month 255	
Month 256	
Month 257	
Month 258	
Month 259	
Month 260	
Month 261	
Month 262	
Month 263	
Month 264	
Month 265	
Month 266	
Month 267	
Month 268	
Month 269	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 270	
Month 271	
Month 272	
Month 273	
Month 274	
Month 275	
Month 276	
Month 277	
Month 278	
Month 279	
Month 280	
Month 281	
Month 282	
Month 283	
Month 284	
Month 285	
Month 286	
Month 287	
Month 288	
Month 289	
Month 290	
Month 291	
Month 292	
Month 293	
Month 294	
Month 295	
Month 296	
Month 297	
Month 298	
Month 299	
Month 300	
Month 301	
Month 302	
Month 303	

S. 21

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 304	S. 21
Month 305	
Month 306	
Month 307	
Month 308	
Month 309	
Month 310	
Month 311	
Month 312	
Month 313	
Month 314	
Month 315	
Month 316	
Month 317	
Month 318	
Month 319	
Month 320	
Month 321	
Month 322	
Month 323	
Month 324	
Month 325	
Month 326	
Month 327	
Month 328	
Month 329	
Month 330	
Month 331	
Month 332	
Month 333	
Month 334	
Month 335	
Month 336	
Month 337	

A	B
Payment Period	Facility Maintenance Payment (\$ as of Base Date) (Index Linked)
Month 338	S. 21
Month 339	
Month 340	
Month 341	
Month 342	
Month 343	
Month 344	
Month 345	
Month 346	
Month 347	
Month 348	
Month 349	
Month 350	
Month 351	
Month 352	
Month 353	
Month 354	
Month 355	
Month 356	
Month 357	
Month 358	
Month 359	
Month 360	
Total	



FINANCIAL MODEL FOR THE OKANAGAN CORRECTIONAL CENTRE

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Thursday, August 28, 2014

Pages 78 through 663 redacted for the following reasons:

S. 17, S. 21