

FORTY-SECOND MODIFICATION AGREEMENT

THIS FORTY-SECOND MODIFICATION AGREEMENT dated for reference the 28th day of January, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 November 26, 2015 (the "Forty-first Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to January 31, 2017.

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:

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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 Forty-first Modification Agreement, extended until January 31, 2017, shall be further extended until March 31, 2017 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, 2017 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, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2015 TO MARCH, 2016

For the period April 1, 2015 to March 31, 2016, inclusive:

- (a) the Operational Funds have been and, as the case may be, shall be:
 - (i) the sum of \$1,376,166.67 per month,
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$300,000.00 has been paid by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$140,000.00, of which it is acknowledged by the parties that the sum of \$95,834.86 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$28,000.00, of which it is acknowledged by the parties that the sum of \$15,473.49 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
- (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$108,943.79 has been paid by the Province to Themis as of the date of this Agreement, and
- (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$5,250.00 has been paid by the Province to Themis as of the date of this Agreement; and

(b) the Management Fee:

- (i) has been the sum of \$91,083.33 per month for the period April, 2015 to September, 2015, inclusive, and
- (ii) has been and, as the case may be shall be, the sum of \$95,250.00 per month for the period October, 2015 to March, 2016, inclusive,

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,576,000.00.

4. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2016; and
- (b) the Management Fee shall be the sum of \$95,250.00 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and Attorney General

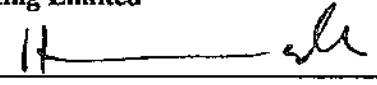
By:


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

FORTY-THIRD MODIFICATION AGREEMENT

THIS FORTY-THIRD MODIFICATION AGREEMENT dated for reference the 29th day of March, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 January 28, 2016 (the "Forty-second Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to March 31, 2017.

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 Forty-second Modification Agreement, extended until March 31, 2017, shall be further extended until April 30, 2017 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on April 30, 2017 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such April 30, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be:
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00,



- (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, and
- (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00; and

- (b) the Management Fee shall be the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017

For the month of April, 2017:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67, unless otherwise agreed by the Province and Themis in writing,

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.

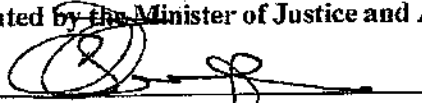


7. EXECUTION IN COUNTERPART

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 Minister of Justice and 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

FORTY-FOURTH MODIFICATION AGREEMENT

THIS FORTY-FOURTH MODIFICATION AGREEMENT dated for reference the 26th day of April, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 March 29, 2016 (the "Forty-third Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to April 30, 2017.

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 Forty-third Modification Agreement, extended until April 30, 2017, shall be further extended until May 31, 2017 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on May 31, 2017 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such May 31, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

(a) the Operational Funds shall be:

(i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

(ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:

(A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00,

(B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, and

(C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00,

of which it is acknowledged by the parties that no invoice for any of the above has been delivered yet by Themis to the Province as of the date of this Agreement, and

(iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

(A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00,

- (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, and
- (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00,

of which it is acknowledged by the parties that no invoice for any of the above has been delivered yet by Themis to the Province as of the date of this Agreement; and

- (b) the Management Fee shall be the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO MAY, 2017

For the period April 1, 2017 to May 31, 2017, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and 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

FORTY-FIFTH MODIFICATION AGREEMENT

THIS FORTY-FIFTH MODIFICATION AGREEMENT dated for reference the 17th day of May, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 April 26, 2016 (the "Forty-fourth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to May 31, 2017.

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 Forty-fourth Modification Agreement, extended until May 31, 2017, shall be further extended until July 31, 2017 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on July 31, 2017 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such July 31, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be:
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$9,099.87 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$2,025.59 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$12,728.59 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$583.34 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO JULY, 2017

For the period April 1, 2017 to July 31, 2017, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and 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

FORTY-SIXTH MODIFICATION AGREEMENT

THIS FORTY-SIXTH MODIFICATION AGREEMENT dated for reference the 14th day of July, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 May 17, 2016 (the "Forty-fifth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to July 31, 2017.

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 Forty-fifth Modification Agreement, extended until July 31, 2017, shall be further extended until September 30, 2017 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on September 30, 2017 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such September 30, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that no payment for same has been made yet by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$17,611.73 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$4,873.03 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:



- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$25,018.97 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$1,166.68 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO SEPTEMBER, 2017

For the period April 1, 2017 to September 30, 2017, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

subject to the terms of the FMEP Services Agreement.

5. DEFINITION OF "SEVERANCE CAP"

The definition of "Severance Cap" in subparagraph 1.01(z) of the FMEP Services Agreement, as amended, is amended by replacing the figure of "\$2,300,000" with the figure of "\$2,700,000" so that subparagraph 1.01(z) of the FMEP Services Agreement reads as follows:

- "(z) "Severance Cap" means \$2,700,000 or as adjusted pursuant to paragraph 19.02;"



6. 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.

7. ENUREMENT

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

8. 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 Minister of Justice and 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

FORTY-SEVENTH MODIFICATION AGREEMENT

THIS FORTY-SEVENTH MODIFICATION AGREEMENT dated for reference the 28th day of September, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 July 14, 2016 (the "Forty-sixth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to September 30, 2017.

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 Forty-sixth Modification Agreement, extended until September 30, 2017, shall be further extended until November 30, 2017 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on November 30, 2017 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such November 30, 2017 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$100,000.00 has been paid by the Province to Themis as of the date of this Agreement
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$40,847.98 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$7,017.11 has been paid by the Province to Themis as of the date of this Agreement, and

- (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$63,806.46 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$2,916.69 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO NOVEMBER, 2017

For the period April 1, 2017 to November 30, 2017, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and 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

FORTY-EIGHTH MODIFICATION AGREEMENT

THIS FORTY-EIGHTH MODIFICATION AGREEMENT dated for reference the 23rd day of November, 2016.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 28, 2016 (the "Forty-seventh Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to November 30, 2017.

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 Forty-seventh Modification Agreement, extended until November 30, 2017, shall be further extended until January 31, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on January 31, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such January 31, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$200,000.00 has been paid by the Province to Themis as of the date of this Agreement
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$54,970.18 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$9,521.03 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$88,159.11 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$4,083.35 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO JANUARY, 2018

For the period April 1, 2017 to January 31, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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.

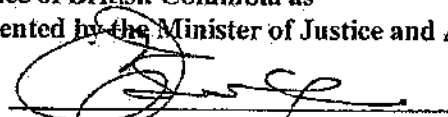
7. EXECUTION IN COUNTERPART

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 Minister of Justice and 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

FORTY-NINTH MODIFICATION AGREEMENT

THIS FORTY-NINTH MODIFICATION AGREEMENT dated for reference the 27th day of January, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 November 23, 2016 (the "Forty-eighth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to January 31, 2018.

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 Forty-eighth Modification Agreement, extended until January 31, 2018, shall be further extended until February 28, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on February 28, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such February 28, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$300,000.00 has been paid by the Province to Themis as of December 31, 2016,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$79,045.58 has been paid by the Province to Themis as of December 31, 2016, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$13,394.32 has been paid by the Province to Themis as of December 31, 2016, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of December 31, 2016,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$111,950.91 has been paid by the Province to Themis as of December 31, 2016, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$5,250.01 has been paid by the Province to Themis as of December 31, 2016; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO FEBRUARY, 2018

For the period April 1, 2017 to February 28, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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

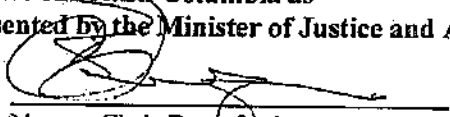
This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. EXECUTION IN COUNTERPART

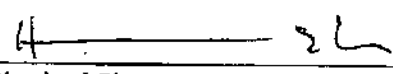
This Agreement may be executed in any number of counterparts, each of which may be executed by fewer than all of the persons named below, and all of which together constitute one instrument. When all of the persons named below have signed one or more counterparts then despite the date of execution, this 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 Minister of Justice and 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

FIFTIETH MODIFICATION AGREEMENT

THIS FIFTIETH MODIFICATION AGREEMENT dated for reference the 24th day of February, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 January 27, 2017 (the "Forty-ninth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to February 28, 2018.

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 Forty-ninth Modification Agreement, extended until February 28, 2018, shall be further extended until March 31, 2018 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, 2018 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, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2016 TO MARCH, 2017

For the period April 1, 2016 to March 31, 2017, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,589,000.00, payable in the amount of \$1,382,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$300,000.00 has been paid by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$85,778.26 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$15,931.82 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$124,215.58 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$5,833.34 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,699,000.00.

4. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2017; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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.

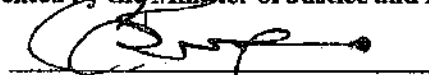
7. EXECUTION IN COUNTERPART

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 Minister of Justice and Attorney General**

By:

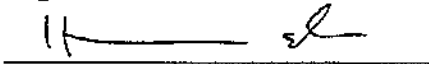


Name: Chris Beresford

Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**

Per:



Authorized Signatory

Name: Hannah Roots

Title: Managing Director

FIFTY-FIRST MODIFICATION AGREEMENT

THIS FIFTY-FIRST MODIFICATION AGREEMENT dated for reference the 28th day of March, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 February 24, 2017 (the "Fiftieth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to March 31, 2018.

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 Fiftieth Modification Agreement, extended until March 31, 2018, shall be further extended until May 31, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on May 31, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such May 31, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the projected Operational Funds shall be:
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, and

- (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00; and
- (b) the Management Fee shall be the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO MAY, 2018

For the period April 1, 2018 to May 31, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

subject to the terms of the FMEP Services Agreement.

5. ARTICLE 2 REPRESENTATIONS AND WARRANTIES

5.01 The term "Canada" in sub-paragraph 2.01(a) of the FMEP Services Agreement is deleted and replaced with the term "British Columbia".

5.02 A new paragraph 2.07 is added to the FMEP Services Agreement as follows:

"2.07 The Contractor represents and warrants to and covenants with the Province that at all times during the Term:

- (a) GAEA Management Ltd. ("GAEA") is a corporation duly organized and validly existing under the laws of British Columbia, and as of May 24, 2002 is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of the Contractor;
- (b) MAXIMUS Canada Inc. ("MAXIMUS CANADA") is a corporation that was duly organized under the laws of Nova Scotia in May 2002, continued into Canada in 2005, and amalgamated with MAXIMUS Canada II, Inc. in 2010, and is validly existing under the laws of Canada, and as of October 1,



2002 is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of GAEA; and

- (c) MAXIMUS, Inc. is a corporation duly organized and validly existing under the laws of the State of Virginia in the United States of America, and as of August 23, 2005 is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of MAXIMUS Canada Inc."

6. ARTICLE 18 DEFAULT

Sub-paragraph 18.01(e) of the FMEP Services Agreement is amended to read as follows:

- "(e) the direct or indirect legal or beneficial ownership or effective control of the Contractor changes from that represented in paragraph 2.07, or, without limiting the generality of the foregoing, if anyone who has an interest, direct or indirect, in the Contractor sells, pledges, assigns, mortgages or otherwise disposes of their interest in the Contractor or this Agreement without the prior written consent of the Minister, such consent not to be unreasonably withheld; or".

7. ARTICLE 26 NOTICES

7.01 Paragraph 26.01 of the FMEP Services Agreement is amended as follows:

- (a) the address of the Province is amended to read:

"Ministry of Justice
203-865 Hornby Street
Vancouver, BC
V6Z 2G3

Attention: Director of Maintenance Enforcement"

- (b) in the address for the Contractor, the reference to "Brian Pollick, President" is deleted and replaced with "Managing Director" and the following is added:

"with a copy for information purposes and not for notice to the registered address of the Contractor as recorded with the British Columbia Registrar of Companies."

7.02 Paragraph 26.02 of the FMEP Services Agreement is amended so that the fax number for the Contractor is changed to "(250) 220-4036".

8. 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.

9. ENUREMENT

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

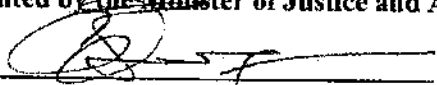
10. EXECUTION IN COUNTERPART

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 Minister of Justice and 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

FIFTY-SECOND MODIFICATION AGREEMENT

THIS FIFTY-SECOND MODIFICATION AGREEMENT dated for reference the 29th day of May, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 March 28, 2017 (the "Fifty-first Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to May 31, 2018.

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 Fifty-first Modification Agreement, extended until May 31, 2018, shall be further extended until July 31, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on July 31, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such July 31, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$4,168.53 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$2,685.39 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$12,069.92 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$583.33 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO JULY, 2018

For the period April 1, 2018 to July 31, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and Attorney General**
By:

Name: Chris Beresford
Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**
Per:

Authorized Signatory
Name: R. D. (Duff) Lang
Title: President, MAXIMUS Canada Health

FIFTY-THIRD MODIFICATION AGREEMENT

THIS FIFTY-THIRD MODIFICATION AGREEMENT dated for reference the 12th day of July, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 May 29, 2017 (the "Fifty-second Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to July 31, 2018.

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 Fifty-second Modification Agreement, extended until July 31, 2018, shall be further extended until September 30, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on September 30, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such September 30, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$13,323.67 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$2,685.39 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$25,402.97 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$1,166.66 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO SEPTEMBER, 2018

For the period April 1, 2018 to September 30, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

subject to the terms of the FMEP Services Agreement.

5. ACKNOWLEDGMENT

The Contractor acknowledges that it received from the Province on May 31, 2017 a written notice from the Province pursuant to paragraph 21.01 and paragraph 22.01 of the FMEP Services Agreement dated May 31, 2017 entitled "Notice under the FMEP Services Agreement to Transfer as Going Concern and to Assist with Development of Transition Plan", a copy of which is attached as Appendix 1 to this Agreement.

6. 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.

7. ENUREMENT

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

8. 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.

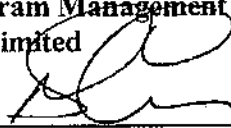
IN WITNESS WHEREOF the Province and Themis have executed this Agreement as of the date first above written.

**Her Majesty the Queen in Right of the
Province of British Columbia as
represented by the Minister of Justice and Attorney General**
By:

Name: Chris Beresford

Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**
Per:



Authorized Signatory

Name: R J Lang

Title: PRESIDENT, THEMIS CANADA



May 31 2017

By Personal Delivery and
Fax to 250 220-4036

Themis Program Management
and Consulting Limited
2nd Floor, 609 Broughton Street
Victoria BC V8W 1C8

Attention: Managing Director

Dear Sirs/Mesdames,

**Re: Notice under the FMEP Services Agreement to Transfer as Going Concern and to Assist
with Development of Transition Plan**

Pursuant to paragraph 21.01 of the FMEP Services Agreement, the Province hereby gives notice to you that on the expiration or termination of the FMEP Services Agreement, the Province will require the whole of the business, including all material contracts, including but not limited to, contracts with GAEA Management and Consulting Ltd., necessary to continue the uninterrupted provision of the Services and Assets of the Contractor related to the provision of the Services, except those assets not purchased with Operational Funds, to be transferred as a going concern to the Province or its Nominee.

The expiration date of the FMEP Services Agreement is currently May 31, 2018. The requirement to transfer as described above shall take effect after 12:00 noon local time in Victoria, British Columbia on May 31, 2018. The expiration date and the transfer date may be amended by the parties through future agreement.

The Province further hereby gives notice to you pursuant to paragraph 22.01 of the FMEP Services Agreement that your assistance with the development of a transition plan to ensure that the Services are continued in an uninterrupted manner is required.

Yours sincerely,

Chris Beresford
Director of Maintenance Enforcement

cc: Registered Office of Themis Program Management
and Consulting Limited
Reed Pope Law Corporation

Ministry of Justice

Justice Service Branch
Maintenance Enforcement
and Locate Services

Mailing Address:
203 - 865 Hornby Street
Vancouver BC V6Z 2G3

Telephone: 604 660-2528
Facsimile: 604 660-1346
Website: www.gov.bc.ca/justice

FIFTY-FOURTH MODIFICATION AGREEMENT

THIS FIFTY-FOURTH MODIFICATION AGREEMENT dated for reference the 21st day of September, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 July 12, 2017 (the "Fifty-third Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to September 30, 2018.

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:

- 2 -

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 Fifty-third Modification Agreement, extended until September 30, 2018, shall be further extended until November 30, 2018 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on November 30, 2018 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such November 30, 2018 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$100,000.00 has been paid by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$35,715.12 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$7,285.70 has been paid by the Province to Themis as of the date of this Agreement, and

- 3 -

- (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:
- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$50,893.10 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$2,333.32 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO NOVEMBER, 2018

For the period April 1, 2018 to November 30, 2018, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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.

- 4 -

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 Minister of Justice and Attorney General
By:**

Name: Chris Beresford
Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited
Per:**



Authorized Signatory

Name: R.D. LANG

Title: PRESIDENT HEALTH CANADA

FIFTY-FIFTH MODIFICATION AGREEMENT

THIS FIFTY-FIFTH MODIFICATION AGREEMENT dated for reference the 22nd day of November, 2017.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 21, 2017 (the "Fifty-fourth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to November 30, 2018.
- 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 Fifty-fourth Modification Agreement, extended until November 30, 2018, shall be further extended until January 31, 2019 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on January 31, 2019 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such January 31, 2019 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$200,000.00 has been paid by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$55,608.04 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$13,231.31 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$88,882.28 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$4,083.31 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO JANUARY, 2019

For the period April 1, 2018 to January 31, 2019, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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

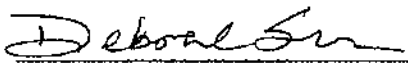
This Agreement may be executed in any number of counterparts, each of which may be executed by fewer than all of the persons named below, and all of which together constitute one instrument. When all of the persons named below have signed one or more counterparts then despite the date of execution, this 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 Minister of Justice and Attorney General**
By:

Name: Chris Beresford
Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**

Per: 
Authorized Signatory

Name: DEBORAH SHERA

Title: MANAGING DIRECTOR

FIFTY-SIXTH MODIFICATION AGREEMENT

THIS FIFTY-SIXTH MODIFICATION AGREEMENT dated for reference the 15th day of January, 2018.

BETWEEN:

**Her Majesty the Queen in Right of the Province of British Columbia,
as represented by the Minister of Justice and 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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 November 22, 2017 (the "Fifty-fifth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to January 31, 2019.

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 Fifty-fifth Modification Agreement, extended until January 31, 2019, shall be further extended until March 31, 2019 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, 2019 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, 2019 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2017 TO MARCH, 2018

For the period April 1, 2017 to March 31, 2018, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that the sum of \$200,000.00 has been paid by the Province to Themis as of the date of this Agreement,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$64,043.76 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$14,795.11 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$225,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$101,555.27 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$4,666.64 has been paid by the Province to Themis as of the date of this Agreement; and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,824,000.00.

4. ADJUSTMENTS FOR APRIL, 2018 TO MARCH, 2019

For the period April 1, 2018 to March 31, 2019, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2018; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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 Minister of Justice and Attorney General**
By:

Name: Chris Beresford

Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**

Per:



Authorized Signatory

Name: Deborah Shera

Title: Managing Director

FIFTY-SEVENTH MODIFICATION AGREEMENT

THIS FIFTY-SEVENTH MODIFICATION AGREEMENT dated for reference the 23rd day of March, 2018.

BETWEEN:

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

AND:

(the "Province")

Themis Program Management and Consulting Limited, a company incorporated under the laws of the Province of British Columbia and having a registered office at 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 January 15, 2018 (the "Fifty-sixth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to March 31, 2019.
- 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 Fifty-sixth Modification Agreement, extended until March 31, 2019, shall be further extended until June 30, 2019 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on June 30, 2019 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such June 30, 2019 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2018 TO MARCH, 2019

For the period April 1, 2018 to March 31, 2019, inclusive:

- (a) the projected Operational Funds shall be:
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$215,000.00,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, and

- (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, and
- (b) the Management Fee shall be the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,814,000.00.

4. ADJUSTMENTS FOR APRIL, 2019 TO JUNE, 2019

For the period April 1, 2019 to June 30, 2019, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2019; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

subject to the terms of the FMEP Services Agreement.

5. DEFINITION OF "SEVERANCE CAP"

The definition of "Severance Cap" in subparagraph 1.01(z) of the FMEP Services Agreement, as amended, is amended by replacing the figure of "\$2,700,000" with the figure of "\$3,100,000" so that subparagraph 1.01(z) of the FMEP Services Agreement reads as follows:

"(z) "Severance Cap" means \$3,100,000 or as adjusted pursuant to paragraph 19.02;"

6. 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.

7. ENUREMENT

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

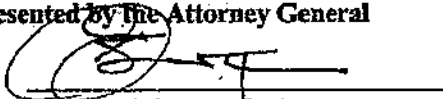
8. EXECUTION IN COUNTERPART

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: Deborah Shera

Title: Managing Director

FIFTY-EIGHTH MODIFICATION AGREEMENT

THIS FIFTY-EIGHTH MODIFICATION AGREEMENT dated for reference the 4th day of June, 2018.

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 202-1007 Fort Street, Victoria, British Columbia V8V 3K5

("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 March 23, 2018 (the "Fifty-seventh Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to June 30, 2019.

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 Fifty-seventh Modification Agreement, extended until June 30, 2019, shall be further extended until July 31, 2019 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on July 31, 2019 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such July 31, 2019 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2018 TO MARCH, 2019

For the period April 1, 2018 to March 31, 2019, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$6,381.87 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$4,802.82 has been paid by the Province to Themis as of the date of this Agreement, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$215,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$12,945.94 has been paid by the Province to Themis as of the date of this Agreement, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$583.33 has been paid by the Province to Themis as of the date of this Agreement, and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,814,000.00.

4. ADJUSTMENTS FOR APRIL, 2019 TO JULY, 2019

For the period April 1, 2019 to July 31, 2019, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2019; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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.

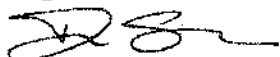
**Her Majesty the Queen in Right of the
Province of British Columbia as
represented by the Attorney General**
By:

Name: Chris Beresford

Title: Director, Maintenance Enforcement and Locate Services

**Themis Program Management and
Consulting Limited**

Per:



Authorized Signatory

Name: Deborah Shera

Title: Managing Director

FIFTY-NINTH MODIFICATION AGREEMENT

THIS FIFTY-NINTH MODIFICATION AGREEMENT dated for reference the 23rd day of July, 2018.

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 202-1007 Fort
Street, Victoria, British Columbia V8V 3K5**

("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 June 4, 2018 (the "Fifty-eighth Modification Agreement"), the Province and Themis agreed, among other things, to extend the term of the FMEP Services Agreement to July 31, 2019.

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 Fifty-eighth Modification Agreement, extended until July 31, 2019, shall be further extended until August 31, 2019 unless terminated earlier in accordance with the terms of the FMEP Services Agreement. For greater certainty, the FMEP Services Agreement will expire on August 31, 2019 unless terminated earlier in accordance with its terms, and without limiting the generality of the foregoing, and notwithstanding the Prior Modification Agreements, such August 31, 2019 expiration date shall be the reference for the definition of "Cessation Date" found in the FMEP Services Agreement.

3. ADJUSTMENTS FOR APRIL, 2018 TO MARCH, 2019

For the period April 1, 2018 to March 31, 2019, inclusive:

- (a) the Operational Funds shall be (and have been, as the case may be):
 - (i) the sum of \$16,714,000.00, payable in the amount of \$1,392,833.33 per month (with an adjustment to the final monthly payment as needed for rounding),
 - (ii) in addition to the amount set out in (i) immediately above, and payable following delivery of quarterly invoices therefor in accordance with the FMEP Services Agreement, amounts for:
 - (A) reimbursement of staff costs for default fee collection, up to a maximum of \$400,000.00, of which it is acknowledged by the parties that one invoice for same has been delivered by Themis to the Province but no payment has been received as of July 12, 2018,
 - (B) reimbursement of telecommunication equipment costs, up to a maximum of \$116,000.00, of which it is acknowledged by the parties that the sum of \$13,667.62 has been paid by the Province to Themis as of July 12, 2018, and
 - (C) reimbursement of unrecovered trust account shortages, up to a maximum of \$25,000.00, of which it is acknowledged by the parties that the sum of \$6,642.22 has been paid by the Province to Themis as of July 12, 2018, and
 - (iii) in addition to the amounts set out in (i) and (ii) immediately above, and payable following delivery of invoices therefor in accordance with the FMEP Services Agreement, amounts for:

- (A) reimbursement of costs associated with "to be determined" enforcement enhancement projects, up to a maximum of \$215,000.00, of which it is acknowledged by the parties that no invoice for same has been delivered yet by Themis to the Province as of the date of this Agreement,
 - (B) reimbursement of costs associated with outreach services, up to a maximum of \$144,000.00, of which it is acknowledged by the parties that the sum of \$25,610.70 has been paid by the Province to Themis as of July 12, 2018, and
 - (C) reimbursement of costs associated with ISO website support and development, up to a maximum of \$7,000.00, of which it is acknowledged by the parties that the sum of \$1,166.66 has been paid by the Province to Themis as of July 12, 2018, and
- (b) the Management Fee shall be (and has been, as the case may be) the sum of \$1,193,000.00, payable in the amount of \$99,416.67 per month (with an adjustment to the final monthly payment as needed for rounding),

subject to the terms of the FMEP Services Agreement.

For greater certainty, the parties acknowledge that the above funding totals the sum of \$18,814,000.00.

4. ADJUSTMENTS FOR APRIL, 2019 TO AUGUST, 2019

For the period April 1, 2019 to August 31, 2019, inclusive:

- (a) the Operational Funds shall be as approved by the Province on or before February 28, 2019; and
- (b) the Management Fee shall be the sum of \$99,416.67 per month unless otherwise agreed by the Province and Themis in writing,

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: Deborah Shera
Title: Managing Director