

SCHEDULE 10

RECORDS AND REPORTS

1. GENERAL REQUIREMENTS

- 1.1 Project Co will retain and maintain all the records (including superseded records) referred to in Section 2 of this Schedule in accordance with this Schedule and other applicable terms of this Agreement, in chronological order, in a form that is capable of audit and at its own cost and expense. Project Co will make such records (other than books of account) available to VCHA for inspection during normal business hours upon reasonable notice.
- 1.2 Wherever practical and unless otherwise agreed, Project Co will retain and maintain original records in hard copy form. True copies of the original records may be kept by Project Co if it is not practicable to retain original records.
- 1.3
 - (a) Project Co will retain and maintain all records referred to in Section 2 for the duration of the Agreement and for a period of at least six years following the expiry or earlier termination of this Agreement, all in sufficient detail, in appropriate categories and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Agreement.
 - (b) On the expiry of such period or at the earlier request of VCHA after termination of this Agreement, Project Co will deliver up all those records (or, if those records are required by statute to remain with Project Co or a Sub-Contractor, copies thereof) to VCHA in the manner and at the location as VCHA specifies, acting reasonably. VCHA will make available to Project Co for inspection during normal business hours all records Project Co delivers pursuant to this Section 1.3(b) upon reasonable notice. The costs of retaining those records in safe storage and delivering them will be borne by VCHA, unless termination of this Agreement arises as a result of a Project Co Event of Default.
- 1.4 During the term of this Agreement, Project Co may dispose of any records referred to in Section 2 of this Schedule if any are more than 15 years old or in respect of which the required period for their retention has expired provided that Project Co first notifies VCHA in writing and provides VCHA with 60 days to elect to receive delivery of such records. If within such 60 day period VCHA elects to receive any of the records, then Project Co will, at the cost and expense of VCHA, deliver up such records to VCHA in the manner and at the location or locations as VCHA specifies, acting reasonably.
- 1.5 Any drawings required to be made or supplied pursuant to this Agreement will be of a size appropriate to show the detail to be depicted clearly without magnifying aids. Where by prior agreement with Project Co VCHA has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), Project

Co will make or supply, or have made or supplied, drawings and other documents in such agreed upon form.

2. RECORDS TO BE KEPT

Project Co will retain the following:

- (a) this Agreement, its Schedules and the Project Documents, including all amendments to such agreements;
- (b) the Leases, the Commercial Leases and licence agreements relating to the Teaching Clinic Space;
- (c) the Project records described in Section 6.13 of Schedule 4;
- (d) records relating to the appointment and supervision of VCHA's Representative, Project Co's Construction Representative, Project Co's Design Representative and the Independent Certifier;
- (e) documents relating to Permits, including applications, refusals and appeals;
- (f) notices, reports, results and certificates relating to completion of the Work and completion of the commissioning activities;
- (g) all operation and maintenance manuals;
- (h) documents relating to events of Force Majeure;
- (i) all notices made to or received from VCHA's Representative;
- (j) all decisions resulting from the Dispute Resolution Procedure;
- (k) documents relating to a request for the consent of VCHA to any Change in Control by Project Co;
- (l) documents relating to a Refinancing of Project Co (other than an Exempt Refinancing);
- (m) tax invoices and records applicable to the Project (other than any income tax records for Project Co or records pertaining to other taxes personal to Project Co);
- (n) records required by Law (including in relation to health and safety matters) to be maintained by Project Co with respect to the Design, Construction and Operation and Maintenance of the Facility;
- (o) documents relating to the insurance to be maintained by Project Co under the Project Documents and any insurance claims relating thereto;
- (p) documents submitted in accordance with Schedule 17;

- (q) documents referred to in Section 2.4 of Schedule 15; and
- (r) all other records, notices or certificates required to be produced or maintained by Project Co pursuant to the express terms of this Agreement or any Project Document.