

**APPENDIX 13A**

**REFEREE AGREEMENT**

**TO:**

**[Name and address of Referee]**  
(the "Referee")

**FROM:**

**Emily Carr University of Art and Design**  
(the "Authority")

**AND:**

**AAP PARTNERSHIP**, a general partnership of **BROOKFIELD (AAP) INC., ELLISDON (AAP) INC.** and **FENGATE (AAP) LP**, formed under the laws of Ontario  
(“Project Co”)

We write to confirm your appointment as a Referee under the Project Agreement dated February 11, 2015 between the Authority and Project Co (the “Project Agreement”). The terms of your appointment are as contained in Section 2.4 of Schedule 13 [Dispute Resolution Procedure] to the Project Agreement.

We confirm our agreement for you to review the Dispute(s) described in the Dispute Notice in accordance with the provisions of the Project Agreement, and to perform the functions of a Referee as described in Section 2.4 of Schedule 13 [Dispute Resolution Procedure] to the Project Agreement. A copy of the Project Agreement and related materials, will be forwarded to you shortly.

We confirm that your daily/hourly rate for fees is \$\_\_\_\_\_. In addition to your invoiced fees, the Authority will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to \_\_\_\_\_ **[Insert name of Authority’s Design and Construction or Operating Period Representative as applicable]** (the “**Authority’s Representative**”). The Authority will make payment within 30 calendar days of receipt.

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to the Authority’s Representative.

Yours truly,

\_\_\_\_\_  
Authorized Signatory of the Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory of Project Co

\_\_\_\_\_  
Date

\_\_\_\_\_  
Referee

\_\_\_\_\_  
Date