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## SCHEDULE 8

### PAYMENTS

1. [INTENTIONALLY DELETED]
2. CALCULATION OF SERVICE PAYMENTS
- 2.1 Service Payment

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

- (a) the Periodic Payment in respect of that Payment Period, calculated as follows:
  - (1) the Life Cycle Payment for that Payment Period in the amount set out in Appendix 8D [Periodic Payment] which amount will be Index Linked; plus
  - (2) the Non Benchmarked Facility Maintenance Payment for that Payment Period in an amount equal to [REDACTED] which amount will be Indexed Linked; plus
  - (3) the Benchmarked Facility Maintenance Payment for that Payment Period in an amount equal to [REDACTED] which amount will be Indexed Linked; plus
  - (4) the Capital Payment for that Payment Period in the amount set out in Appendix 8D [Periodic Payment] which amount will not be Index Linked; and
- (b) subject to Section 3.1 [Entitlement to Make Deductions] of this Schedule, minus the aggregate of Deductions in respect of the relevant Deduction Period .

### 2.2 Adjustments to Periodic Payments

The Periodic Payment will be subject to the following adjustments:

- (a) the Benchmarked Facility Maintenance Payment will be adjusted in accordance with Section 8 [Benchmarked Facility Maintenance Payment Adjustment] of this Schedule;
- (b) if the first Payment Period from and after the Service Commencement Date is less than a full calendar month, the Periodic Payment will be reduced by the same proportion that the first Payment Period is less than a full calendar month; and
- (c) if the last Payment Period of the Term is less than a full calendar month, the Periodic Payment will be reduced by the same proportion that the last Payment Period is less than a full calendar month.

### **3. DEDUCTIONS FROM SERVICE PAYMENTS**

#### **3.1 Entitlement to Make Deductions**

If at any time after the Service Commencement Date an Unavailability Event or a Service Failure occurs the Authority will be entitled to make Deductions in accordance with this Schedule 8 in respect of that Unavailability Event or Service Failure (and, for greater certainty, in respect of all other Unavailability Events and Service Failures) from the Service Payment for the relevant Payment Period, except that:

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

#### **3.2 Classification of Event**

The classification of an Event as a Service Failure or an Unavailability Event, and the rank of an Unavailability Event, will be made at the time at which the occurrence of the Event is reported to the Help Desk or otherwise reported to or discovered by Project Co. If an Event which results in an immediate Service Failure Deduction (because there is no applicable Response Time or Rectification Period) can properly be classified as both a Service Failure and an Unavailability Event at the time it is reported, it will be classified as the Event that has the highest potential Deduction applicable to it. If the root cause of an Event triggers multiple Service Failures or Unavailability Events, the Event will be classified as the Event that has the highest potential Deduction applicable to it. Notwithstanding the preceding sentence, to the extent that an Event results from multiple root causes, each resulting in separate Service Failures or Unavailability Events, such Event may trigger multiple Service Failures or Unavailability Events, provided that no root cause may result in the application of more than one Service Failure or Unavailability Event.

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

Notwithstanding the above, any Event affecting an elevator as defined in Appendix 8A [Functional Units] will be ranked as Urgent and, to the extent such an Event is subject to a Deduction in respect of a Service Failure then such Service Failure shall be deemed to be a High Service Failure.

#### **3.3 Service Failure Becoming Unavailability Event**

A Service Failure may become or lead to an Unavailability Event. In such a circumstance, when the Functional Unit becomes Unavailable, the Service Failure will have ended (without prejudice to the Service Failure Deductions that have accrued to that point) and an Unavailability Event will have occurred. Project Co may not deliberately cause an Event that was originally classified as a Service Failure to become an Unavailability Event unless such a reclassification is a direct consequence of actions taken by Project Co to rectify the Event.

### 3.4 Total Unavailability

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

### 3.5 Deductions for Unavailability Events

The Deduction in respect of each Unavailability Event will be the aggregate of the Unit Deduction Amounts for all Functional Units made Unavailable as a result of the Unavailability Event.

### 3.6 Unavailable But Used

If any Functional Unit is Unavailable but the Authority continues to use it or a Linked Unit for the intended use or purpose of that Functional Unit or Linked Unit, for the purposes of Section 3.5 [Deductions for Unavailability Events] of this Schedule the Unit Deduction Amount applicable to an Unavailability Deduction for such Functional Unit and Linked Unit will be multiplied by 50%.

### 3.7 Deductions for Service Failures

Subject to Sections 3.1 [Entitlement to Make Deductions] and 3.15 [Transition Periods – Service Failures] of this Schedule, the amount of the Deduction in respect of a Service Failure will be as follows:

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

### 3.8 Response Time

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

- (a) a Low Service Failure will be deemed to have occurred; and
- (b) unless otherwise specified in Schedule 4 [Services Protocols and Specifications], a new Response Time will start and the provisions of this Section 3.8 [Response Time] will again apply and will continue to apply with repeated Low Service Failures until Project Co responds as required under this Agreement.

### 3.9 Deduction Triggers

If an Event occurs:

- (a) in the case of a Service Failure for which there is no Rectification Period, the Authority will make the applicable Service Failure Deduction;

- (b) in the case of an Unavailability Event or a Service Failure for which there is a Rectification Period, if Project Co Rectifies the Event within the Rectification Period, then no Deduction will be made for such Event; and
- (c) in the case of an Unavailability Event or a Service Failure for which there is a Rectification Period, if Project Co does not Rectify the Event within the Rectification Period:
  - (1) the applicable Deduction will be made for the Unavailability Event or Service Failure, as the case may be; and
  - (2) a new Unavailability Event or Service Failure, as the case may be (which in the case of a Service Failure will be of the same category as the original Service Failure unless otherwise specified in Schedule 4 [Service Protocols and Specifications]) will be deemed to occur at the end of such Rectification Period and the provisions of this Section 3.9 [Deduction Triggers] will again apply and will continue to apply with repeated Deductions until Project Co Rectifies the Event.
- (d) in the case of an Unavailability Event or Service Failure related to a parking stall, if Project Co Rectifies the Unavailability Event or Service Failure within 1 hour, then no Deduction will be made for such Event. If Project Co does not Rectify the Event within 1 hour, a Deduction of ■■■, Index Linked, will be made for the day on which the Event occurs and each subsequent day or part thereof until Project Co Rectifies the Event.

Nothing in this Section 3.9 [Deduction Triggers] will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Rectification Period.

### **3.10 Multiple Events**

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

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

### **3.11 Temporary Repairs**

If Project Co is unable to Rectify an Unavailability Event within the applicable Rectification Period due to the need for specialized materials or personnel that are not required by this Agreement to be immediately available at the Facility and are not, and cannot reasonably be expected to be, available at the Facility, then:

- (a) Project Co may provide the Authority with a proposal (the “**Temporary Repair Proposal**”) for:
- (1) a Temporary Repair;
  - (2) a temporary modification to the Availability Condition for the relevant Functional Unit until the Permanent Repair is completed (the “**Temporary Availability Condition**”);
  - (3) the Permanent Repair; and
  - (4) the period within which to complete the Permanent Repair (the “**Permanent Repair Deadline**”);
- (b) the Authority may in its discretion but without unreasonable delay, consider the Temporary Repair Proposal, and Project Co will not carry out the Temporary Repair until the Temporary Repair Proposal is accepted by the Authority;
- (c) if the Authority accepts the Temporary Repair Proposal, Project Co will carry out the Temporary Repair in accordance with the Temporary Repair Proposal;
- (d) if the Temporary Repair is completed in accordance with the Temporary Repair Proposal, the Availability Condition for the relevant Functional Unit will be modified to be the Temporary Availability Condition until the Permanent Repair Deadline;
- (e) if the Permanent Repair is not completed by the Permanent Repair Deadline:
- (1) the Temporary Availability Condition will cease to be the Availability Condition and the Authority may make all applicable Unavailability Deductions with effect from the Permanent Repair Deadline; and
  - (2) Project Co may revise the Temporary Repair Proposal and resubmit such proposal to the Authority for consideration as a new Temporary Repair Proposal pursuant to section 3.11(b) [Temporary Repairs] of this Schedule; and
- (f) except with respect to the applicable modification of the Availability Condition, nothing in this Section 3.11 [Temporary Repairs] will limit the Authority’s entitlement to Deductions within the applicable Rectification Periods.

### **3.12 Compliance with Laws and Good Industry Practice**

When carrying out Rectification, or works of Temporary Repair pursuant to Section 3.11 [Temporary Repairs] of this Schedule, Project Co will at all times act in accordance with Laws and Good Industry Practice. If in doing so Project Co breaches Law, there will be deemed to be a new additional High Service Failure. If in doing so Project Co breaches Good Industry Practice, but does not also breach Laws, there will be deemed to be a new additional Low Service Failure.

### 3.13 Deficiency Correction Period - Unavailability

During the 28 day period beginning on the Service Commencement Date, the amount of any Unavailability Deductions for Unavailability Events directly caused by Deficiencies will be reduced by 100%. This Section 3.13 [Deficiency Correction Period – Unavailability] does not give any relief in respect of any Service Failure Deductions.

### 3.14 Service Failure Related Solely to Unavailability

No Service Failure Deduction will be made if the Service Failure to which it relates arises solely as a result of the Unavailability of the Functional Unit in which the Service was to be provided. If any Functional Unit is Unavailable but the Authority continues to use it for the intended use or purpose of that Functional Unit, the Authority will, subject to Section 3.3 [Service Failure Becoming Unavailability Event] of this Schedule, deduct the full amount of any Service Failure Deductions that apply to the Services in the applicable Functional Unit.

### 3.15 Transition Periods - Service Failures

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

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

This Section 3.15 [Transition Periods – Service Failures] will not give any relief during any period of Transition in respect of Unavailability Deductions.

## 4. TEMPORARY ALTERNATIVE ACCOMMODATION

### 4.1 Project Co Option to Provide

If an Unavailability Event occurs to a Temporary Alternative Accommodation Functional Unit then Project Co may offer the Authority Temporary Alternative Accommodation by notice (the “**Temporary Alternative Accommodation Notice**”) to the Authority within 5 Business Days from the commencement of the applicable Event.

### 4.2 Requirements

The Temporary Alternative Accommodation must:

- (a) comply with the Availability Condition for the Functional Units affected by the Unavailability Event for which Temporary Alternative Accommodation is offered;



- (b) be a temporary alternative having regard to the facts and the circumstances in existence;
- (c) be upon terms which are not materially different from the terms upon which the Authority occupied the affected Functional Unit;
- (d) unless the Authority otherwise agrees, be accommodation that Project Co is not already obligated to provide to the Authority;
- (e) be supplied with the Services to the standards set out in Schedule 4 [Services Protocols and Specifications] which Project Co would under normal circumstances be providing within the Unavailable Functional Unit;
- (f) not involve the Authority incurring any additional cost or charges in respect of the Temporary Alternative Accommodation including the reasonable costs of any relocation to and from the Temporary Alternative Accommodation; and
- (g) be in reasonable proximity to the Facility, be reasonably accessible by public and private transport and have adequate parking.

#### 4.3 Notice Requirements

The Temporary Alternative Accommodation Notice must:

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

#### 4.4 Acceptance by Authority

If it wishes to inspect the Temporary Alternative Accommodation, the Authority will do so within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Authority will notify Project Co in writing of its acceptance or refusal of the proposed Temporary Alternative Accommodation within 24 hours of its inspection or, if the Authority has elected not to inspect, within 5 Business Days of receipt of the Temporary Alternative Accommodation Notice. The Authority may in its discretion refuse or accept any proposed Temporary Alternative Accommodation that does not meet the requirements of

Section 4.2 [Requirements] of this Schedule and in all other cases will act reasonably when deciding to accept or refuse any proposed Temporary Alternative Accommodation.

#### **4.5 Effect of Acceptance**

If the Authority accepts the offer of Temporary Alternative Accommodation:

- (a) which is not within the Facility then, without affecting the Authority's remedial rights under Section 11 [Authority's Step-In Rights] of this Agreement, the Authority will not be entitled to vacate the Temporary Alternative Accommodation until the earlier of the Return Date and the date on which the Authority is entitled and able to return to and use the Functional Unit in accordance with the agreed program for return and re-commissioning referred to in Section 4.8 [Return to Functional Unit] of this Schedule; and
- (b) which is within the Facility and the Authority subsequently needs such Temporary Alternative Accommodation in connection with needs that were not anticipated at the time the Authority agreed to occupy the space, then the Authority will be entitled to vacate the Temporary Alternative Accommodation.

#### **4.6 Additional Authority Costs**

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

#### **4.7 Deduction**

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

#### **4.8 Return to Functional Unit**

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

#### **4.9 Failure to Complete Works**

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

- (a) the Temporary Alternative Accommodation will be deemed to be Unavailable with effect from the Return Date until the date on which the Unavailability Event has been Rectified and the Authority is able to resume its use of the Functional Unit; and
- (b) the Authority may, in its absolute discretion, vacate the Temporary Alternative Accommodation at any time after the Return Date or remain in occupation, and in the latter circumstance a 50% reduction will apply with respect to the Unavailability Deduction.

#### **4.10 Long Stop Return Date**

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

- (a) the Authority may (without prejudice to its rights under Section 12 [Project Co Events of Default] of the Project Agreement or any other express rights of the Authority under this Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore the Functional Unit to a condition that satisfies in all respects the requirements of Schedule 4 [Services Protocols and Specifications]; and
- (b) Project Co will reimburse the Authority for all reasonable direct costs and expenses incurred by the Authority in relation to taking the steps, or engaging others to take the steps, referred to in Section 4.10(a) [Long Stop Return Date] and the Authority will be entitled to deduct any such amount from any amounts payable to Project Co under this Agreement.

### **5. REVIEW OF FUNCTIONAL UNITS, DEDUCTIONS, ETC.**

#### **5.1 Initiation of Review**

The following will be reviewed by the Authority and Project Co at any time if requested by either party but in any event will be reviewed at least once in every Contract Year for the purposes of the following Contract Year:

- (a) the identification of Functional Units, Linked Units, Performance Indicators, Response Times, Rectification Periods, Unit Deduction Amounts; and
- (b) the amount of Deductions for each category of Service Failure and for Unavailability Events.

If so requested the Authority and Project Co will act reasonably and diligently in carrying out the review, which will not exceed 30 days without the agreement of both parties. For the avoidance of doubt, the parties intend that any changes made as a result of such a review will not alter the overall risk profile of the relevant Service or the likely magnitude of Deductions. If proposed changes would result in any such alteration, the matter will be deemed to be a Change subject to the provisions of Schedule 6 [Changes, Minor Works and Innovation Proposals].

## 5.2 Results of Review

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

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

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

## 5.3 Effective Time of Adjustments

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

## 6. FAILURE BY PROJECT CO TO MONITOR OR REPORT

### 6.1 Performance Monitoring Report

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

### 6.2 Failure to Monitor or Report

If Project Co fails to monitor or accurately report an Event:

- (a) for each Event that has been misreported such failure will be deemed to be a new Service Failure with a Deduction equal the higher of a Low Service Failure and the Service Failure Deduction that would have been made had there been no failure to monitor or report. The relevant Deduction for the new Service Failure will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;
- (b) the Authority will be entitled to make Deductions in respect of any Service Failures or Unavailability Events in the manner prescribed in this Schedule and the Performance Monitoring Report(s) and invoice(s) with respect to all Payment Periods affected by such failure will be restated to include any such Deductions; and
- (c) Project Co will forthwith pay to the Authority the amount, if any, by which the amount paid to it for the affected Payment Periods exceeds the amount in the restated invoices for such Payment Periods.

### **6.3 Misconduct**

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

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

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

### **6.4 No Prejudice to Other Rights**

The provisions of this Section 6 [Failure by Project Co to Monitor or Report] are without prejudice to any rights of the Authority in this Agreement, including pursuant to Section 6 [Performance Monitoring and Reporting] of Schedule 4 [Services Protocols and Specifications] and Section 12.1 [Project Co Events of Default] of this Agreement.

## **7. GENERAL PAYMENT PROVISIONS**

### **7.1 Invoicing and Payment Arrangements**

With respect to invoicing and payment:

- (a) on each Invoicing Date, Project Co will provide the Authority with an invoice in a form agreed by the parties, acting reasonably. The invoice will include as a minimum:
  - (1) the estimated Service Payments for the applicable Payment Period;
  - (2) a Performance Monitoring Report in respect of the relevant Deductions Period;
  - (3) any amounts owing to Project Co in respect of events described in Sections 6.4 [Report Estimate] and 6.5 [Emergency Repair] of Schedule 4 [Service Protocols and Specifications] that have occurred since the previous Invoicing Date;
  - (4) any amounts owing to Project Co in respect of events described in Section 3.12.6 [Painting Services] of Appendix 4C [Plant Services] that have occurred since the previous Invoicing Date;
  - (5) any amounts owing to Project Co in respect of events described in Section 2.1.1.8 [Roads, Grounds and Landscape Maintenance Services] of Appendix 4F [Lands, Grounds and Landscape Maintenance Services] that have occurred since the previous Invoicing Date;

- (6) any amounts owing to Project Co in respect of events described in Section 2.1.6 [Annual Repair Budget] of Appendix 4H [Services Exceptions] that have occurred since the previous Invoicing Date;
- (7) any amounts owing to Project Co in respect of events described in Section 2.3 [Repairs to Upgraded Infrastructure and Non-upgraded Infrastructure] of Appendix 4H [Services Exceptions] that have occurred since the previous Invoicing Date;
- (8) any amounts owing to Project Co in respect of events described in Section 2.4 [Emergency Repairs] of Appendix 4H [Services Exceptions] that have occurred since the previous Invoicing Date;
- (9) any amounts owing to Project Co in respect of events described in Section 3.1 [Malicious Damage] of Appendix 4H [Services Exceptions] that have occurred since the previous Invoicing Date;
- (10) any amounts owing to Project Co in respect of events described in Section 1.2 [General Requirements] of Appendix 4I [Services During Construction Period] that have occurred since the previous Invoicing Date;
- (11) any amounts owing to Project Co in respect of events described in Section 3.1 [Early FM Payments] of Appendix 4I [Services During Construction Period] that have occurred since the previous Invoicing Date;
- (12) any amounts owing to Project Co in respect of events described in Section 4.1 [Repairs to Upgraded Infrastructure and Non-upgraded Infrastructure] of Appendix 4I [Services During Construction Period] that have occurred since the previous Invoicing Date;
- (13) any amounts owing to Project Co in respect of events described in Section 4.2 [Emergency Repairs] of Appendix 4I [Services During Construction Period] that have occurred since the previous Invoicing Date;
- (14) any amounts owing to Project Co in respect of events described in Section 6.1 [Malicious Damage] of Appendix 4I [Services During Construction Period] that have occurred since the previous Invoicing Date;
- (15) any amounts owing to Project Co in respect of events described in Section 4.2 [Authority Premiums] of Schedule 5 [Insurance Requirements] that have occurred since the previous Invoicing Date;
- (16) any amounts owing to Project Co in respect of events described in Section 4.3 [Increases in Premiums] of Schedule 5 [Insurance Requirements] that have occurred since the previous Invoicing Date;

- (17) any amounts owing to Project Co in respect of events described in Section 2.4 [Payment for Minor Works] of Schedule 6 [Changes, Minor Works and Innovation Proposals] that have occurred since the previous Invoicing Date;
  - (18) any amount owing to the Authority under this Agreement;
  - (19) any other amount owing to Project Co under this Agreement;
  - (20) the amount of applicable HST;
  - (21) Project Co's HST registration number; and
  - (22) the net amount owing by the Authority to Project Co, or by Project Co to the Authority, as applicable;
- (b) the Authority will:
- (1) pay the amount approved by the Authority on the later of the first day of the Payment Period or the 10<sup>th</sup> Business Day after receipt of the invoice;
  - (2) concurrently advise Project Co of any amounts the Authority has not approved and the reasons for non-approval; and
- (c) Project Co:
- (1) will, after discussion and agreement with the Authority, clarify and resubmit an invoice for any amounts not approved by the Authority in any previously submitted invoice and the Authority will pay such agreed amounts in accordance with section 7.1(b)(1) [Invoicing and Payment Arrangements]; and
  - (2) may refer for resolution pursuant to Dispute Resolution Procedure the amount of any invoice it has not agreed with the Authority;
- (d) the Authority will not be obligated to make any payment unless all conditions of payment in this Agreement have been satisfied;
- (e) Project Co will include with each invoice such supporting documentation as is reasonably required to substantiate and confirm the invoiced amounts and amounts;
- (f) for the final 4 Payment Periods of the Term, the Authority may withhold from payment an amount equal to 25% of the Periodic Payment for each Payment Period for possible adjustments to the Service Payments, and within 30 days after the expiry of the Term Project Co will provide the Authority with a final invoice setting out Project Co's calculations to reconcile any over-payments or under-payments and the Authority or Project Co, as applicable, will promptly pay the amount properly due and payable to the other party; and
- (g) no payment will be construed as an acceptance or approval of incomplete, defective or improper Design, Construction, Services or any other matter provided by Project Co

which is not in conformance with the requirements of this Agreement, and will not operate to relieve Project Co from any of its obligations under this Agreement.

## 7.2 HST

Project Co will include in each invoice for a Service Payment:

- (1) for the Payment Period immediately following the month in which Service Commencement is achieved, the HST payable by the Authority on the Cost To Date as at the Service Commencement Date, less the portion of the Cost To Date as at the Service Commencement Date in respect of which the Authority has already paid HST pursuant to Appendix 8B; and
- (2) for each Payment Period from and including the Payment Period in which the Service Commencement Date occurs, the HST payable by the Authority on the Service Payment, excluding any portion of such Service Payment relating to costs in respect of which the Authority has already paid HST pursuant to Section 7.2(1) [HST] of this Schedule 8 [Payments].

## 8. BENCHMARKED FACILITY MAINTENANCE PAYMENT ADJUSTMENT

### 8.1 Base Date Labour Rates

The parties agree that as of the Base Date the Benchmarked Facility Maintenance Payment was calculated on the basis of the Base Date Labour Rates, Benchmarked Job Classifications and Applicable Percentages, as found in Appendix 8C [Benchmarking Information].

### 8.2 Benchmarking Exercise

- (a) At least six months before each Benchmarking Date, Project Co will carry out a benchmarking exercise (the "**Benchmarking Exercise**") to determine the applicable Benchmarked Labour Rates of Project Co, the Service Provider and the Sub-Contractors.
- (b) Prior to each Benchmarking Exercise, the parties will meet to discuss and agree to the procedure for, and factors to be taken into account, in the Benchmarking Exercise to ensure that each the Benchmarked Job Classifications and Benchmarked Labour Rates are compared on a like to like basis with suitable comparators and reliable information, which will include comparing the standards and labour rates, inclusive of wage rates and benefits, in similar circumstances by personnel employed by reputable organizations and possessing an appropriate degree of skill, training and experience relative to the provision of the relevant Services by such personnel.
- (c) Project Co will carry out the Benchmarking Exercise in accordance with Section 8.2(b) [Benchmarking Exercise] of this Schedule to determine the Benchmarked Labour Rates.
- (d) Project Co will bear all costs, fees and expenses associated with the Benchmarking Exercise other than any costs, fees or expenses incurred by the Authority.



- (e) Project Co will maintain complete and accurate records of each Benchmarking Exercise and will present the results of the Benchmarking Exercise to the Authority, together with all necessary supporting documentation and such other information for full transparency of relevant cost and other information relating to the Benchmarking Exercise and as the Authority may reasonably require in order to evaluate properly the results of the Benchmarking Exercise.

### **8.3 Benchmarked Adjustment**

Upon determination of the applicable Benchmarked Labour Rates, the Benchmarked Facility Maintenance Payment applicable for the Contact Year commencing as of the Benchmarking Date will be adjusted to be the amount calculated as the Benchmarked Facility Maintenance Payment as of the Base Date multiplied by the Benchmarking Multiplier.

### **8.4 Disputes**

The Authority is entitled to dispute any aspect of the Benchmarking Exercise the determination of the Benchmarked Labour Rates, the adjustment to the Benchmarked Facility Maintenance Payment or any other matter in this Section 8 [Benchmarked Facility Maintenance Payment Adjustment] pursuant to the Dispute Resolution Procedure.

## APPENDIX 8A

### FUNCTIONAL UNITS

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
<b>LEVEL 0</b>					
VEHICLE BAY #1	AD001	3			1
HOLDING CELL	AD003	2			1
CLEAN WAIT	AD004	3			1
HOLDING CELL	AD005	2			1
HOLDING CELL	AD006	2			1
HOLDING CELL	AD007	2			1
HOLDING CELL	AD008	2			1
INTERVIEW ROOM	AD009a	3			1
INTERVIEW ROOM	AD009b	3			1
CLEAN WAIT	AD018	3			1
CLEAN WAIT	AD019	3			1
NURSE	AD020	4			1
INTERVIEW	AD021	3			1
STAFF BREAK	AD033	5			1
COURTS LOBBY	AD036				
VIDEO COURT	AD037	3			1
VIDEO COURT	AD038	3			1
INTERVIEW	AD039	3			1
SECURE INTERVIEW	AD040	2			1
SECURE INTERVIEW	AD041	2			1
SECURE INTERVIEW	AD042	2			1
SECURE INTERVIEW	AD043	2			1
HOLDING CELL	AD044	2			1
HOLDING CELL	AD045	2			1
HOLDING CELL	AD046	2			1
HOLDING CELL	AD047	2			1
HOLDING CELL	AD048	2			1
HOLDING CELL	AD049	2			1
HOLDING CELL	AD050	2			1
HOLDING CELL	AD051	2			1
HOLDING CELL	AD053	2			1
SHOWER	AD054	3			1
JANITOR	AD055				
SHOWER/DRESSING	AD056	3			1
HOLDING CELL	AD057	2			1
CORRIDOR	AD060				
CLEAN WAIT	AD061	3			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
CORRIDOR	AD062				
VEHICLE BAY #2	AD063	3			1
VEHICLE BAY #3	AD064	3			1
SALLYPORT	AD065	2			1
CORRIDOR	AD066				
LOBBY	AD067				
CORRIDOR	AD068				
CORRIDOR	AD069				
CORRIDOR	AD070				
CORRIDOR	AD071				
HOLDING CELL	AD092	2			1
DRY HOLD	AD093	3			1
CLEAN WAIT	AD094	3			1
MACERATOR	BS001				
BSCS	SA001				
ELECTRICAL	SA002				
CHILLED WATER TANK	SA003				
CORRIDOR	SC001				
EQUIPMENT STORAGE	SC002	5			1
CORRIDOR	SC003				
CORRIDOR	SC004				
CORRIDOR	SC005				
CORRIDOR	SC006				
<b>LEVEL 1</b>					
JANITOR	AM110				
STAFF WC	BS106	4			1
LOADING DOCK	BS108	3			1
VEHICLE YARD	BS109	3			1
SALLYPORT	BS110	3			1
LIBRARY	PR101	3			1
CS OFFICE	PR102	4			1
ADW OFFICE	PR103	4			1
COMMUNITY GROUPS	PR105	4			1
ALTER	PR106				
CHAPEL	PR107	3	Alter	PR106	1
MULTI-PURPOSE ROOM	PR108	3			1
OFFICE	PR123	4			1
STAFF WC	PR124	4			1
INMATE WC	PR126	3			1
WORK AREA	PR128	3			1
NORTH GYMNASIUM	RC101	3			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
EQUIP. STORAGE	RC102	5			1
CHAIR STORAGE	RC103	5			1
WEIGHTS	RC104	3			1
WC	RC105	3			1
WC	RC106	3			1
STAFF	RC107	3			1
WC	RC108	4			1
SHOWERS	RC109	4			1
SOUTH GYMNASIUM	RC110	3			1
WC	RC111	3			1
WC	RC112	3			1
CORRIDOR	RC115				
CORRIDOR	RC116				
EXERCISE YARD	RC117	3			1
EXERCISE YARD	RC118	3			1
ELECT	SA101				
ELECT	SA102				
GENERATOR	SA103				
UPS	SA104				
TEL	SA105				
MECH RM	SA106				
BCBC OFFICE	SA107	4			1
WC	SA108	4			1
VESTIBULE	SA109				
BSCS	SA110	4			1
ELECT	SA111				
VESTIBULE	SC101				
LOBBY	SC102	4	Vestibule Reception	SC101 SC107	1
MEN'S WC, PUBLIC	SC103	3			1
WOMEN'S WC, PUBLIC	SC104	3			1
SEARCH	SC105	3			1
RECEPTION	SC107				
WC	SC108	4			1
SALLYPORT	SC112	2			1
BSCS	SC113	1			1
ADW OFFICE	SC116	4			1
ADW OFFICE	SC117	4			1
JANITOR	SC118				
CORRIDOR	SC121				
CORRIDOR	SC123				
CORRIDOR	SC124				

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
CORRIDOR	SC125				
SALLYPORT	SC126	2			1
WC	SS105	4			1
WC	SS106	4			1
VISITOR YARD	VS121	5			1
<b>LEVEL 2</b>					
STAFF OFFICE	AB201	2			1
WC	AB202	4			1
INT.	AB203	4			1
INT.	AC201	4			1
COMMON	AC202	3			1
COMMON	AC203	3			1
STORE	DE201	5			1
STORE	DE202	5			1
COMMON	DE203	3			1
COMMON	DE204	3			1
INMATE RM	LA201	2			1
INMATE RM	LA202	2			1
INMATE RM	LA203	2			1
LOUNGE/DINING	LA204	3			1
T.V.	LA205	3			1
W/D	LA206	4			1
JANITOR	LA207				
SHOWER	LA208	3			1
STORE	LA209	5			1
SERVERY	LA210	3			1
INMATE RM	LB201	2			1
INMATE RM	LB202	2			1
INMATE RM	LB203	2			1
LOUNGE/DINING	LB204	3			1
T.V.	LB205	3			1
W/D	LB206	4			1
JANITOR	LB207				
SHOWER	LB208	3			1
STORE	LB209	5			1
JANITOR	LB210				
STORE	LB211	5			1
LAUNDRY	LC201	3			1
INMATE RM	LC202	2			1
INMATE RM	LC203	2			1
INMATE RM	LC204	2			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
INMATE RM	LC205	2			1
INMATE RM	LC206	2			1
SERVERY	LC208	3			1
WC LOBBY	LC210				
WC	LC211	4			1
JANITOR	LC212				
LOUNGE/DINING	LC215	3			1
STAFF OFFICE	LC216	2			1
STORE	LC217	5			1
JAN STORE	LC232				
W/D	LC233	4			1
SHOWER	LC234	3			1
BATH	LC235	3			1
BATH	LC238	3			1
SHOWER	LC239	3			1
PROGRAMS	LC241	3			1
LOUNGE/DINING	LC242	3			1
INMATE RM	LD201	2			1
INMATE RM	LD202	2			1
INMATE RM	LD203	2			1
INMATE RM	LD204	2			1
INMATE RM	LD205	2			1
INMATE RM	LD206	2			1
INMATE RM	LD207	2			1
INMATE RM	LD208	2			1
INMATE RM	LD209	2			1
INMATE RM	LD210	2			1
JAN STORE	LD211				
W/D	LD213	4			1
WC	LD214	4			1
BATH	LD215	3			1
SERVERY	LD216	3			1
W/D	LD217	4			1
LOUNGE/DINING	LD218	3			1
STAFF OFFICE	LD219	2			1
STORE	LD220	5			1
PROGRAMS	LD235	3			1
SERVERY	LD236	3			1
SHOWER	LD237	3			1
BATH	LD238	3			1
SHOWER	LD241	3			1
JAN STORE	LD242				

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
LOUNGE/DINING	LD243	3			1
INMATE RM	LE201	2			1
INMATE RM	LE202	2			1
INMATE RM	LE203	2			1
INMATE RM	LE204	2			1
INMATE RM	LE205	2			1
INMATE RM	LE206	2			1
INMATE RM	LE207	2			1
INMATE RM	LE208	2			1
INMATE RM	LE209	2			1
INMATE RM	LE210	2			1
JANITOR	LE211				
WC	LE214	4			1
LOUNGE/DINING	LE215	3			1
SERVERY	LE216	3			1
W/D	LE217	4			1
SHOWER	LE218	3			1
STAFF OFFICE	LE219	2			1
STORE	LE220	5			1
PROGRAMS	LE241	3			1
SERVERY	LE242	3			1
SHOWER	LE243	3			1
W/D LAUNDRY	LE244	4			1
JAN STORE	LE247				
LOUNGE/DINING	LE248	3			1
ELECT	SA201				
CS OFFICE	SC201	4			1
CORRIDOR	SC205				
CORRIDOR	SC206				
CORRIDOR	SC207				
SEG. RM.	SG201	2			1
SEG. RM.	SG202	2			1
SEG. RM.	SG203	2			1
SEG. RM.	SG204	2			1
SEG. RM.	SG205	2			1
SEG. RM.	SG206	2			1
SEG. RM.	SG207	2			1
SEG. RM.	SG208	2			1
SEG. RM.	SG209	2			1
SEG. RM.	SG210	2			1
OBSERVATION	SG211	2			1
OBSERVATION	SG212	2			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
SEG. EXERCISE	SG214	3			1
STAFF OFFICE	SG215	2			1
SEG. EXERCISE	SG216	3			1
SEG. EXERCISE	SG217	3			1
WAITING	SG218	3			1
LOBBY	SG219				
DISCIPLINARY HEARING	SG220	3			1
WC	SG221	4			1
JAN	SG222				
STORAGE	SG223	5			1
SERVERY	SG224	3			1
ISOL. RM.	SG225	2			1
ISOL. RM.	SG226	2			1
ISOL. RM.	SG227	2			1
ISOL. RM.	SG228	2			1
ISOL. RM.	SG229	2			1
ISOL. RM.	SG230	2			1
ISOL EXERCISE	SG231	3			1
STORAGE W/D	SG232	4			1
SHOWER	SG233	3			1
YARD	SG234	3			1
YARD	SG235	3			1
CORRIDOR	SG236				
<b>LEVEL 3</b>					
INMATE RM	LA301	2			1
INMATE RM	LA302	2			1
INMATE RM	LA303	2			1
INMATE RM	LA304	2			1
INMATE RM	LA305	2			1
CORRIDOR	LA306				
INMATE RM	LB301	2			1
INMATE RM	LB302	2			1
INMATE RM	LB303	2			1
INMATE RM	LB304	2			1
INMATE RM	LB305	2			1
CORRIDOR	LB306				
INMATE RM	LC301	2			1
INMATE RM	LC302	2			1
INMATE RM	LC303	2			1
INMATE RM	LC304	2			1
INMATE RM	LC305	2			1



	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
INMATE RM	LC306	2			1
INMATE RM	LC307	2			1
INMATE RM	LC308	2			1
CORRIDOR	LC311				
INMATE RM	LD301	2			1
INMATE RM	LD302	2			1
INMATE RM	LD303	2			1
INMATE RM	LD304	2			1
INMATE RM	LD305	2			1
INMATE RM	LD306	2			1
INMATE RM	LD307	2			1
INMATE RM	LD308	2			1
INMATE RM	LD309	2			1
INMATE RM	LD310	2			1
CORRIDOR	LD311				
INMATE RM	LE301	2			1
INMATE RM	LE302	2			1
INMATE RM	LE303	2			1
INMATE RM	LE304	2			1
INMATE RM	LE305	2			1
INMATE RM	LE306	2			1
INMATE RM	LE307	2			1
INMATE RM	LE308	2			1
INMATE RM	LE309	2			1
INMATE RM	LE310	2			1
CORRIDOR	LE311				
ELEV MACHINE	SA301				
TEL 2	SA302	4			1
SERVICE AREA	SA303	3			1
SERVICE AREA	SA304	3			1
TEL 1	SA305	4			1
STORE	SA306	5			1
BSCS 5	SA307	2			1
ELECT 7	SA308				
ELECT	SA309				
BSCS 4	SA310	2			1
ELEV. MACH. RM.	SA311				
BSCS 3	SA312	2			1
ELECT 9	SA313				
ELECT 8	SA314				
STORAGE ROOM	SA315				
VESTIBULE	SC301	3			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
VESTIBULE	SC302	3			1
<b>LEVEL 4</b>					
INT	FG401	3			1
STORE	FG402	5			1
STORE	HJ401	5			1
INT	HJ402	3			1
INMATE RM	LF401	2			1
INMATE RM	LF402	2			1
INMATE RM	LF403	2			1
INMATE RM	LF404	2			1
INMATE RM	LF405	2			1
INMATE RM	LF406	2			1
INMATE RM	LF407	2			1
INMATE RM	LF408	2			1
INMATE RM	LF409	2			1
INMATE RM	LF410	2			1
JAN	LF411				
W/D	LF412	4			1
STAFF OFFICE	LF413	2			1
WC	LF414	4			1
SHOWER	LF415	3			1
SERVERY	LF416	3			1
T.V.	LF417	3			1
LOUNGE/DINING	LF418	3			1
STAFF	LF419	4			1
STORAGE	LF420	5			1
COMMON AREA	LF421	3			1
OFFICE	LF422	4			1
INMATE RM	LG401	2			1
INMATE RM	LG402	2			1
INMATE RM	LG403	2			1
INMATE RM	LG404	2			1
INMATE RM	LG405	2			1
INMATE RM	LG406	2			1
INMATE RM	LG407	2			1
INMATE RM	LG408	2			1
INMATE RM	LG409	2			1
INMATE RM	LG410	2			1
JAN	LG411				
W/D	LG412	4			1
STAFF OFFICE	LG413	2			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
WC	LG414	4			1
SHOWER	LG415	3			1
SERVERY	LG416	3			1
T.V.	LG417	3			1
LOUNGE/DINING	LG418	3			1
STAFF	LG419	4			1
STORAGE	LG420	5			1
COMMON AREA	LG421	3			1
OFFICE	LG422	4			1
INMATE RM	LH401	2			1
INMATE RM	LH402	2			1
INMATE RM	LH403	2			1
INMATE RM	LH404	2			1
INMATE RM	LH405	2			1
INMATE RM	LH406	2			1
INMATE RM	LH407	2			1
INMATE RM	LH408	2			1
INMATE RM	LH409	2			1
INMATE RM	LH410	2			1
JAN	LH411				
W/D	LH412	4			1
STAFF OFFICE	LH413	2			1
WC	LH414	4			1
SHOWER	LH415	3			1
SERVERY	LH416	3			1
T.V.	LH417	3			1
LOUNGE/DINING	LH418	3			1
STAFF	LH419	4			1
STORAGE	LH420	5			1
COMMON AREA	LH420	3			1
OFFICE	LH421	4			1
INMATE RM	LJ401	2			1
INMATE RM	LJ402	2			1
INMATE RM	LJ403	2			1
INMATE RM	LJ404	2			1
INMATE RM	LJ405	2			1
INMATE RM	LJ406	2			1
INMATE RM	LJ407	2			1
INMATE RM	LJ408	2			1
INMATE RM	LJ409	2			1
INMATE RM	LJ410	2			1
JAN	LJ411				

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Existing Facility</b>					
Functional Unit					
W/D	LJ412	4			1
STAFF OFFICE	LJ413	2			1
WC	LJ414	4			1
SHOWER	LJ415	3			1
SERVERY	LJ416	3			1
T.V.	LJ417	3			1
LOUNGE/DINING	LJ418	3			1
STAFF	LJ419	4			1
STORAGE	LJ420	5			1
COMMON AREA	LJ421	3			1
OFFICE	LJ422	4			1
<b>LEVEL 5</b>					
INMATE RM	LF501	2			1
INMATE RM	LF502	2			1
INMATE RM	LF503	2			1
INMATE RM	LF504	2			1
INMATE RM	LF505	2			1
INMATE RM	LF506	2			1
INMATE RM	LF507	2			1
INMATE RM	LF508	2			1
INMATE RM	LF509	2			1
INMATE RM	LF510	2			1
INMATE RM	LG501	2			1
INMATE RM	LG502	2			1
INMATE RM	LG503	2			1
INMATE RM	LG504	2			1
INMATE RM	LG505	2			1
INMATE RM	LG506	2			1
INMATE RM	LG507	2			1
INMATE RM	LG508	2			1
INMATE RM	LG509	2			1
INMATE RM	LG510	2			1
INMATE RM	LH501	2			1
INMATE RM	LH502	2			1
INMATE RM	LH503	2			1
INMATE RM	LH504	2			1
INMATE RM	LH505	2			1
INMATE RM	LH506	2			1
INMATE RM	LH507	2			1
INMATE RM	LH508	2			1
INMATE RM	LH509	2			1

Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
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**Existing Facility**

Functional Unit				
INMATE RM	LH510	2		1
INMATE RM	LJ501	2		1
INMATE RM	LJ502	2		1
INMATE RM	LJ503	2		1
INMATE RM	LJ504	2		1
INMATE RM	LJ505	2		1
INMATE RM	LJ506	2		1
INMATE RM	LJ507	2		1
INMATE RM	LJ508	2		1
INMATE RM	LJ509	2		1
INMATE RM	LJ510	2		1
SERVICE AREA	SA501	3		1
SERVICE AREA	SA502	3		1
ELECT	SA503			
BSCS	SA504	2		1
ELECT	SA505			
BSCS	SA506	2		1
VESTIBULE	SC501	3		1
VESTIBULE	SC502	3		1
<b>ELEVATORS</b>				
ELEVATOR	EL001	1		1
ELEVATOR	EL002	1		1
ELEVATOR	EL003	1		1
ELEVATOR	EL004	1		1

<b>Total</b>	<b>396</b>
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Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
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**New Facility**

Functional Unit				
<b>ADMINISTRATION</b>				
Office, Warden	1.1	4		1
Office, Deputy Warden	1.2	4		3
Office, IT	1.3	4		1
Office, ADW SMU	1.4a	4		1
Office, ADW Programs	1.4b	4		1
Office, ADW Programs	1.4c	4		1
Office, ADW Standards	1.4d	4		1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
Office, ADW Staff	1.4e	4			1
Office, Director Business Manager	1.5	4			1
Office, SIM	1.7	4			1
Office, Training and Recruitment	1.8	4			1
Workstation, Mental Health	1.9	4			1
Workstation, Programs	1.10	4			1
Workstation, Special Projects	1.11	4			1
Office, Schedules	1.12	3			1
Private Meeting Space	1.13	3			1
Workstation, Office Manager	1.14	4			1
Workstation, Payroll	1.15	4			1
Workstation, Inmate Accounts	1.16	4			2
Workstation, A/P	1.17	4			1
Workstation, S/B	1.18	4			1
Workstation, Office Assistant	1.19	4			2
Workstation, Warden's Secretary	1.20	4			1
Workstation, Clerk	1.21	4			1
Workstation, O&S	1.22	4			1
Photocopy & Supplies, Mail	1.23a	5			1
Photocopy & Supplies, Mail	1.23b	5			1
Secure Storage	1.24a	5			1
Secure Storage	1.24b	5			1
Conference/Training Room	1.25a	1			1
Small Conference Room	1.25b	4			1
Conference/Training Room Storage	1.26	4			1
Kitchenette	1.28b	5			1
Staff Washroom	1.29a	4			2
Staff WC, Accessible	1.29b	3			1
Janitor Closet	1.30				1
<b>STAFF AREAS</b>					
Staff Break Room	2.1	5			1
Staff Quiet Room	2.2	5			1
Staff Fitness Room	2.3	5			1
Staff Lockers, Male	2.4	3			1
Staff Showers/Washroom, Male	2.5	3			1
Staff Lockers, Female	2.6	3			1
Staff Showers/Washroom, Female	2.7	3			1
Janitor's Closet	2.9				
Staff Training Room	2.11	3			1
Muster Room	2.12	3			1
Equipment Storage	2.13	3			1
Chemical Agent Storage	2.14	3			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
<b>Functional Unit</b>					
Office, ADW Regulations	2.15	3			1
Satellite Break Room	2.16	5			1
Tactical Team Equipment Storage & Change	2.17	3			1
<b>VISITS AREA</b>					
<b>Existing Building</b>					
Entry Vestibule	3.1	4			1
Main Entry Lobby	3.2	4			1
Visitor Waiting Area	3.3	4			1
Visitor Lockers/Phones	3.4	4			1
Washroom, Visitor, Accessible	3.5	3			2
Reception	3.6	3			1
Visitor Video Conference Room	3.7	3			1
Staff Office	3.7a	3			1
Staff WC	3.7b	3			1
<b>VISITS AREA</b>					
Standard Pod (West Pod)			<b>No. of living units:</b>	<b>N/A</b>	
Interview Room	3.13	3			1
Professional Interview Room	3.14	3			1
Video Visit Booths	3.19a	3			6
Storage	3.22	5			1
Video Visitation Rooms	3.23	3			1 per LU (4)
<b>VISITS AREA</b>					
Multi-use Pod (East Pod)			<b>No. of living units:</b>	<b>N/A</b>	
Video Interview Room	3.13	3			2
Professional Interview Room	3.14	3			1
Video Visit Booths	3.19b	3			4
Video Visit Booths	3.19c	3			1
Sallyport	3.20	2			1
Storage Space	3.22	5			1
Video Visitation Rooms	3.23	3			1 per LU (2)
<b>LIVING UNITS</b>					
Standard 36 Cell Unit			<b>No. of living units:</b>	<b>5</b>	
Workstation, Correctional Officer	4.1	4			5
Cells	4.3	2			170
Cells, Accessible	4.4	2			10
Common Area	4.5	2			5
Shower, Inmate	4.6	3			25

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
Shower, Inmate, Accessible	4.7	3			5
Living Unit Storage Room	4.9	5			5
Beverage Counter/Servery	4.10	3			5
Upper Beverage Counter	4.11	4			10 wet + 10 dry
Exercise Room	4.12	4			5
Yard	4.13	3			5
Janitor Closet	4.15	4			5
Neighbourhood (small)	4.22	4			10
Neighbourhood (large)	4.23	4			10
Janitor Alcove	4.24				10
Standard Pod (West Pod)			<b>No. of living units:</b>	<b>N/A</b>	
Interview Room	4.16	4			1
Connection	4.17	2			2
Multipurpose Room	4.18	4			3
Shared Program/Large Multipurpose Room	4.19	4			1
Washroom, Staff	4.20	3			2
Pod Lobby	4.21				2
Multi-use Pod (East Pod)			<b>No. of living units:</b>	<b>N/A</b>	
Interview Room	4.16	4			1
Connection	4.17	2			1
Multipurpose Room	4.18	4			1
Shared Program/Large Multipurpose Room	4.19	4			1
Washroom, Staff	4.20	3			1
Pod Lobby	4.21				2
Segregation & Observation Unit (East Pod)			<b>No. of living units:</b>	<b>1</b>	
Separate Confinement/PC2	5.1	2			6
Observation Cells	5.2	2			12
Disciplinary Cells	5.3	2			18
Ante Room	5.4a	2			1
Harm Reduction Cell	5.4	2			1
Washroom, Inmate	5.5	2			1
Common Area	5.6	2			3
Shower, Inmate, Accessible	5.7	3			3
Interview Room	5.8	3			1
Hearing Room	5.9	2			1
Living Unit Storage Room	5.10	5			3
Beverage Counter/Servery	5.11	3			1
Staff Workstation	5.12	4			1



	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
Washroom, Staff	5.13	3			1
Janitor's Closet	5.14	4			3
Secure Holding Cell	5.15	2			3
Yard	5.17	3			3
S&OU Circulation/Observation Area	5.18	2			1
Effects Storage	5.19	4			1
<b>INMATE PROGRAMS</b>					
Library	6.3	5			1
Washroom, Staff/Visitor	6.6b	4			1
WC, Inmate	6.7b	3			1
Shared Office, Community Groups	6.8	4			1
Office, Community Groups	6.9	4			1
Potential Program Space	6.10a	3			1
Circulation	6.10b	3			1
Inmate Maintenance Program Area	6.10c	3			1
Workshop Break Area	6.11a	4			1
Electronics Repair Room	6.11b	3			1
Tool Paint Room	6.11c	3			1
Unit Supply Room	6.11d	3			1
Inmate WC	6.11e	3			1
Staff WC	6.11f	4			1
Inmate Shower	6.11g	3			1
Office, Workshop Staff	6.12a	4			1
Staff WC	6.12b	4			1
Storage / Equipment	6.13	5			1
Janitor	6.13a	5			1
Chaplains Office	6.17	4			1
Correctional Officer	6.21	4			1
CS Programs	6.22	3			1
Janitor	6.23	5			1
Inmate WC	6.24	3			1
<b>CONTROL &amp; SECURITY: Standard Pod (West Pod)</b>			<b>No. of living units:</b>	<b>N/A</b>	
Pod Control	7.1	1			1
ESC Equipment Room	7.2	1			1
Secure Equipment Room	7.3	1			1
Office, Correctional Supervisor / Interview Space	7.5	4			1
Janitor's Closet	7.7				1
Sallyport Vestibule	7.11	2			1
Washroom Staff Pod Control	7.12	3			1
<b>CONTROL &amp; SECURITY: Multi-Use Pod (East Pod)</b>			<b>No. of living units:</b>	<b>N/A</b>	
Pod Control	7.1	1			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
ESC Equipment Room	7.2	1			1
Secure Equipment Room	7.3	1			1
Correctional Supervisor - Disciplinary Hearing Coord. Office	7.4	4			1
Control Supervisor Office	7.5	4			1
Janitor's Closet	7.7				1
Sallyport Vestibule	7.11	2			1
Washroom Staff Pod Control	7.12	3			1
<b>CONTROL &amp; SECURITY: Centralized</b>					
ESC Equipment	7.2	1			1
<b>CONTROL &amp; SECURITY: Existing Building</b>					
Pod Control	7.1	1			1
Correctional Supervisor Office	7.5	4			1
Services Sallyport	7.11	2			2
Pod Control Staff Washroom	7.12	3			1
Central Control Room	7.13	1			1
ESC/BSCS Equipment Room	7.14	1			1
Secure Equipment Room / ESC Room	7.14a	1			1
Security & Surveillance Post	7.22	1			1
Security & Surveillance WC	7.23	3			1
<b>HEALTHCARE: Reception</b>					
Holding Cell	8.1	3			5
Large Holding Cell	8.2	3			3
Reception Holding Lobby	8.3	3			1
HCU Officer Post	8.4	3			1
<b>HEALTHCARE: Treatment</b>					
Treatment Lobby	8.5	4			1
Washroom, Inmate	8.6	4			2
Consulting Room	8.7	3			2
Examination Suite	8.8	3			2
Treatment / Minor Surgery/1st Aid	8.9	3			1
IV Treatment/Laboratory	8.9a	3			1
First Aid Room	8.10	3			1
Dentist Suite	8.11	4			1
Clean/Soiled Utility Room	8.12	5			2
Janitor's Closet	8.13				1
X-Ray Room/Laboratory	8.14	5			1
<b>HEALTHCARE: Administration</b>					
Storage Closet	8.15	5			1
Washroom, Staff	8.16	4			2

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
Nurse Coordinator Room	8.17	4			1
Satellite Medication Dispensary	8.18	3			2
Nurse/Administration Area	8.19	4			1
Small Meeting Room	8.20	4			1
File Storage	8.21	5			1
Main Dispensary	8.21a	3			1
<b>HEALTHCARE: Inpatient Accommodation</b>					
Healthcare Cell	8.22	1			6
Healthcare Cell Ante-room	8.23	3			1
Yard	8.24	3			1
Shower Inmate	8.25	3			2
HCC Multi-purpose Common Area	8.26	4			1
<b>FOOD SERVICES</b>					
Food Services/Prep/Cart Washing	9.1	3			1
Staff Area	9.2	4			1
Food Services Manager	9.3	4			1
Food Services Receiving/Production	9.4	3			1
Cooler/Freezer	9.5	2			1
Dry Storage	9.6	4			1
Garbage/Recycling	9.7	3			1
Sallyport	9.8	2			1
Dock Leveller	9.9	3			1
<b>CENTRAL SERVICES - STORES</b>					
Receiving Area	10.1	4			1
General Stores Room	10.2	5			1
Office, Storekeeper	10.4	4			1
Washroom, Staff	10.5	4			1
Contingency Storage	10.6	5			2
Canteen Stores	10.7	5			1
Sallyport	10.8	2			3
<b>CENTRAL SERVICES - MAINTENANCE</b>					
Recycle and Garbage	11.3	3			1
<b>CENTRAL SERVICES - LAUNDRY SERVICE</b>					
Central Laundry	12.1	3			1
Soiled and Clean Laundry	12.2	3			2
Break Area	12.3	5			1
Janitor Closet	12.4	4			
Inmate Clothing Storage	12.5	5			1
Inmate Washroom	12.6	3			1
Staff Office	12.7	4			1

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
WC Staff	12.8	4			1
Tailor Area	12.9	4			1
Work Yard	12.10	4			1
<b>ADMISSIONS &amp; DISCHARGE</b>					
Vehicle Sallyport	13.1	3			3
Entry Lobby	13.2	3			1
Booking Lobby/Open Waiting	13.3	3			1
Group Holding Cell	13.6	2			2
Medium Holding Cell	13.7	2			1
Individual Secure Holding Cell	13.8a	2			8
Individual Secure Isolation Cell	13.8b	2			2
A&D Isolation Cell Ante-Room	13.8c	2			1
Booking Counter Corrections	13.9a	3			1
Booking Counter Sheriff	13.9b	3			1
Clerk Workstations	13.9c	4			2
Victim Notification	13.9d	4			1
Copy Area	13.9e	3			2
Washroom, Staff	13.10	3			1
CPIC Terminal Room	13.11	4			2
Inmates Effects for Active movement	13.12	4			1
Inmates Effects Storage Room	13.13	5			2
Clothing Issue Counter	13.15	3			1
Staff WC	13.15a	3			1
Shower/Dressing Cubicles	13.16	3			2
Intake Interview Room	13.19	3			2
Interview/Health Screening	13.20	3			1
Psychologist/Interview Room	13.21	3			2
Office/Records Supervisor	13.22	3			1
Video Interview Rooms Small	13.23	3			9
Video Interview Rooms Large	13.24	3			2
Records, Filing	13.25	4			1
Secure Professional Visiting Room	13.27	3			2
Effects Retrieval	13.28	5			1
Small Meeting Room	13.29	4			1
Staff Break Room	13.30	5			1
<b>ELEVATOR</b>					
Elevator	14.1	1			1
<b>SCOPE LADDER I</b>					
Standard 36 Cell Unit			<b>No. of living units:</b>	<b>1</b>	
Workstation, Correctional Officer	4.1	4			1
Cells	4.3	2			34

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>New Facility</b>					
Functional Unit					
Cells, Accessible	4.4	2			2
Common Area	4.5	2			1
Shower, Inmate	4.6	3			5
Shower, Inmate, Accessible	4.7	3			1
Living Unit Storage Room	4.9	5			1
Beverage Counter/Servery	4.10	3			1
Upper Beverage Counter	4.11	4			2 wet + 2 dry
Exercise Room	4.12	4			1
Yard	4.13	3			1
Janitor Closet	4.15	4			1
Neighbourhood (small)	4.22	4			2
Neighbourhood (large)	4.23	4			2
Janitor Alcove	4.24				2
<b>SCOPE LADDER II (Program Area)</b>					
Program					1
Janitor					1
Inmate WC					1
Staff Office					1
Staff WC					1
Servery					1
Yard/Sallyport					1
				<b>Total</b>	<b>717</b>

	Ref. Num. of Functional Unit (as per Room Data Sheets)	Priority Level	Linked Units	Ref. Num. of Linked Units (as per Room Data Sheets)	Number of F. Units
<b>Parking</b>					
Functional Unit					
<b>PARKING</b>					
Parking Stalls	15	N/A – refer to Section 3.9(d) above			181
				<b>Total</b>	<b>181</b>

## APPENDIX 8B

### CONSTRUCTION PERIOD PAYMENTS

#### 1. CONSTRUCTION PERIOD PAYMENT AMOUNTS

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

- (a) the cumulative maximum applicable to that month as set out in Column B of Table 8B-1 [Cumulative Maximum Construction Period Payments]; and
- (b) 40% of the Cost to Date at the end of that month plus 40% of the amount, if any, by which the Cost to Date exceeds ██████████

exceeds the total of all Construction Period Payments previously paid by the Authority to Project Co under this Appendix. These payments are intended as funding and to qualify as one of the listed items in paragraph 12(1)(x) of the *Income Tax Act* (Canada). The cumulative maximum of the Construction Period Payments must not exceed \$47.5 million.

#### 2. INVOICING AND PAYMENT

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

- (a) a certificate of the Independent Certifier certifying (in the manner outlined in Section 2.4 [Payment Certificates] of Schedule 2 [Design and Construction Protocols]) the Cost to Date as at the end of the applicable month;
- (b) the amount of HST payable;
- (c) copies of all certifications (including from the Lender’s Technical Advisor) provided to, and communications from, the Senior Lenders (other than those previously provided under this Appendix) with respect to payments to the Design-Builder, the cost to complete the Project, the sufficiency of funds available to Project Co to complete the Project and the likelihood that Service Commencement will be achieved by the Longstop Date;
- (d) a certificate of an officer of Project Co certifying that:
  - (1) Project Co is in compliance with all applicable provisions of the Senior Financing Agreements and the Design-Build Agreement with respect to all payments to the Design-Builder made on or before the date of the invoice;
  - (2) Project Co has taken all steps required under the Senior Financing Agreement to draw the funds required (in addition to the amounts invoiced to the Authority) to

pay the Design-Builder and knows of no reason why such funds would not be advanced as requested;

- (3) Project Co is not in default under either the Project Agreement or any of the Senior Financing Agreements;
- (4) Project Co has available to it sufficient funds to complete the Project; and
- (5) the Project can reasonably be expected to achieve Service Commencement by the Longstop Date.

The Authority will review each invoice submitted in accordance with this Section 2 [Invoicing and Payment] of this Appendix within 5 Business Days and pay the amount approved by the Authority within 10 Business Days after receipt of the invoice.

**Table 8B-1 – Cumulative Maximum Construction Period Payments**

A Month <sup>1</sup>	Month Ending	B Cumulative Maximum <sup>2</sup>
1	30-Jun-11	
2	31-Jul-11	
3	31-Aug-11	
4	30-Sep-11	
5	31-Oct-11	
6	30-Nov-11	
7	31-Dec-11	
8	31-Jan-12	
9	29-Feb-12	
10	31-Mar-12	
11	30-Apr-12	
12	31-May-12	
13	30-Jun-12	
14	31-Jul-12	
15	31-Aug-12	
16	30-Sep-12	
17	31-Oct-12	
18	30-Nov-12	
19	31-Dec-12	
20	31-Jan-13	
21	28-Feb-13	
22	31-Mar-13	
23	30-Apr-13	
24	31-May-13	
25	30-Jun-13	
26	31-Jul-13	
27	31-Aug-13	
28	30-Sep-13	
29	31-Oct-13	
30	30-Nov-13	
31	31-Dec-13	



**APPENDIX 8C**

**BENCHMARKING INFORMATION**

No.	Benchmarked Job Classification	Labour rates, inclusive of wage rates and benefits  (as of Base Date, as adjusted in accordance with Section 2.2(a) of this Schedule)	Full Time Equivalents	Applicable Percentage (based on Full Time Equivalents)
1.	Cleaning Services	[REDACTED]	[REDACTED]	[REDACTED]
2.	Grounds Maintenance	[REDACTED]	[REDACTED]	[REDACTED]
3.	Waste Management	[REDACTED]	[REDACTED]	[REDACTED]
		Total Percentage		100%

**APPENDIX 8D**

**PERIODIC PAYMENT**

<b>Contract Month</b>	<b>Life Cycle Payment (real \$ as of Base Date) (Index Linked)</b>	<b>Non Benchmarked Facility Maintenance Payment (real \$ as of Base Date) (Index Linked)</b>	<b>Benchmarked Facility Maintenance Payment (real \$ as of Base Date) (Index Linked)</b>	<b>Capital Payment (real \$ not Index Linked)</b>
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