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**SCHEDULE 29****RECORD PROVISIONS****1. General Requirements**

- 1.1. Project Co shall prepare, retain and maintain, at its own expense, all the records referred to in Section 2.1 of this Schedule, as follows:
- (a) in accordance with this Section 1;
  - (b) in accordance with the Output Specifications;
  - (c) in accordance with the requirements of Good Industry Practice, which shall include all requirements of the Canadian Institute for Health Information (CIHI);
  - (d) having due regard to the guidelines and policies of the Office of the Information and Privacy Commissioner for British Columbia;
  - (e) in accordance with the most stringent of Project Co's normal business practices;
  - (f) in accordance with Canadian generally accepted accounting principles;
  - (g) in chronological order;
  - (h) in sufficient detail, in appropriate categories and generally in such a manner to enable Project Co to comply with Project Co's obligations under Section 37 of this Agreement; and
  - (i) in a form that is capable of audit.
- 1.2. Wherever practical, original records shall be retained and maintained in a hard copy form. True copies of the original records may be kept by Project Co where it is not practicable to retain original records.
- 1.3. Any drawings required to be made or supplied pursuant to this Agreement shall be of a size appropriate to show the detail to be depicted clearly without magnifying aids, shall be consistent in size and format to drawings previously submitted by Project Co to Health Co, and shall conform to any requirements of the Output Specifications and Good Industry Practice. Where by prior agreement Health Co and Project Co have agreed to accept microfilm, microfiche, CD-ROM or other storage media, Project Co shall make or supply drawings and other documents in such form as has been agreed by the Parties and shall include secure back up facilities.
- 1.4. Records may, with the consent of Health Co, not to be unreasonably withheld or delayed, be stored in electronic form if Health Co has access thereto and will continue to have access thereto, such that Health Co will be able to read, copy, download, and search same without licence or payment.

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- 1.5. Subject to Sections 1.6 and 1.7, Project Co shall retain and maintain in safe storage, at its expense, all records referred to in Section 2.1 of this Schedule for a period of at least 7 years or such longer period as required by Applicable Law.
  - 1.6. Project Co shall notify Health Co if Project Co wishes to destroy any records referred to in this Schedule which are more than 7 years old, or in respect of which the required period under Applicable Law for their retention has expired. The Parties agree that:
    - (a) within 60 days of such notice, Health Co may elect to require Project Co to deliver such records to Health Co, in which case Project Co shall, at the expense of Health Co, deliver such records (with the exception of Sensitive Information) to Health Co in the manner and at the location as Health Co shall reasonably specify; or
    - (b) if Health Co fails to notify Project Co of its election pursuant to Section 1.6(a) within such 60 day period, Project Co may, at its expense, destroy such records.
  - 1.7. In the event of termination of this Agreement prior to the Expiry Date, Project Co shall deliver all records that Project Co retains and maintains pursuant to this Schedule 29 – Record Provisions to Health Co (or where those records are required by: i) statute to remain with Project Co; ii) Project Co in connection with its fulfilment of any outstanding obligations under this Agreement; or iii) Project Co to satisfy any obligations to the Funders (or agents thereof), copies thereof) in the manner and at the location as Health Co shall reasonably specify. Health Co shall make available to Project Co all the records Project Co delivers pursuant to this Section 1.7 subject to prior reasonable notice. Where the termination of this Agreement arises:
    - (a) as a result of a Health Co Event of Default, then the costs of delivering the records and the costs for retaining such records in safe storage will be borne by Health Co; or
    - (b) for any other cause, then the costs of delivering the records and the costs for retaining such records in safe storage for a period of at least six years following the Termination Date (unless a longer period is required by Applicable Law), shall be borne by Project Co.
  - 1.8. Within 30 days after the end of each Contract Year, Project Co shall deliver to Health Co a report, as reasonably requested by Health Co in connection with Health Co's financial reporting, detailing to the best of Project Co's knowledge at the time of any such report any and all liabilities, claims and demands, including contingent liabilities, claims and demands, that Project Co has or may have against Health Co or that may be owing by Health Co to Project Co. The Parties acknowledge and agree that the contents of any such report or the failure to mention any matter in any such report shall not limit either Party's rights or remedies against the other Party as contemplated by this Agreement.
  - 1.9. Project Co shall provide to Health Co not later than 130 days after the end of each fiscal year of Project Co, part or all of which falls in a Contract Year, a copy of Project Co's audited financial statements, in respect of that period, prepared in accordance with Applicable Law and generally accepted accounting principles in Canada, consistently applied, together with copies of all related directors' and auditors' reports and all other notices and circulars to shareholders or partners, all of which documents, whether or not

marked or identified as confidential or proprietary but subject to the exceptions contained in Section 52.3 of this Agreement, shall be treated by Health Co as Confidential Information of Project Co.

## 2. Records To Be Kept

- 2.1. Without limiting any other requirement of this Agreement, Project Co shall prepare, retain and maintain at its own expense:
- (a) this Agreement, its Schedules and the Project Documents including all amendments to such agreements;
  - (b) records relating to the appointment and replacement of Health Co's Representative and Project Co's Representative;
  - (c) documents, drawings, Design Data or submissions in accordance with Schedule 11 - Review Procedure;
  - (d) documents relating to Development Approvals and other Permits, Licences and Approvals, including any refusals and appeals relating to any applications, to be obtained by Project Co in accordance with this Agreement with respect to the Project Operations (including the design, construction, and Services);
  - (e) records relating to any statutory inspections of the Facility, including any roadways;
  - (f) notices, reports, results and certificates relating to Substantial Completion and Final Completion of the Works and completion of the Project Co Commissioning activities;
  - (g) all operation and maintenance manuals;
  - (h) documents relating to events of Force Majeure, Delay Events, Compensation Events, Relief Events and Excusing Causes;
  - (i) all formal notices, reports or submissions made to or received from Health Co in connection with the provision of Services, the monitoring of performance, the availability of the Facility, and payment adjustments;
  - (j) all certificates, licences, registrations or warranties related to the provision of Services;
  - (k) invoices for Periodic Service Payments and any Bonus Payments;
  - (l) documents submitted in accordance with Schedule 25 - Variation Procedure;
  - (m) documents related to all decisions resulting from the Dispute Resolution Procedure;
  - (n) documents related to any Change in Control in Project Co;

- (o) documents relating to a Refinancing;
  - (p) accounts of all Taxes and transactions relating to Taxes, including in relation to GST and PST, applicable to the Project, but excluding any records for:
    - (i) Project Co's liabilities or payments under the Income Tax Act (Canada), the Income Tax Act (British Columbia) or any similar statute in any other jurisdiction;
    - (ii) Project Co's liabilities or payments for capital taxes based on or measured by the capital of Project Co;
    - (iii) the withholdings of any payments by Project Co; or
    - (iv) any business or activity in addition to the business or activities related to, and conducted for, the purpose of the Project;
  - (q) financial accounts of Project Co referred to in Section 1.9 above;
  - (r) such documents as Health Co may reasonably require relating to Business Opportunities in which Health Co has a right or interest;
  - (s) documents relating to Market Testing;
  - (t) records required by Applicable Law (including in relation to health and safety matters) to be maintained by Project Co in accordance with this Agreement with respect to the Project Operations (including the design, construction, and Services);
  - (u) documents relating to insurance and insurance claims;
  - (v) the Plant Services Information Management System;
  - (w) all Jointly Developed Materials; and
  - (x) all other records, documents, information, notices or certificates expressly required to be produced or maintained by Project Co pursuant to this Agreement.
- 2.2. Either Party may review the documents required to be prepared, retained and maintained by Project Co pursuant to Section 2.1 and if agreed, the Parties may vary or modify:
- (a) the list of such documents contained in Section 2.1; and/or
  - (b) how Project Co is to retain and maintain such documents in accordance with Section 1.5.