PERFORMANCE CONTRACT

PARTIES: JOHNSON CONTROLS, L.P. (JCLP)
7400 Birchmount Rd.
Markham, Ontario L3R 5V4

Timmins and District Hospital (Customer)
700 Ross Ave. East (Address)
Timmins, Ontario P4N 8P2

AGREEMENT DOCUMENTS: In addition to the terms and conditions of this Performance Contract, incorporated into this Agreement are the following (check as applicable).

- ☒ Schedule 1--Scope of Work Schedule
- ☒ Schedule 2--Assured Performance Guarantee Schedule
  - ☒ Schedule 2 –Exhibit 1
  - ☒ Schedule 2 –Exhibit 2
  - ☒ Schedule 2 –Exhibit 3
  - ☒ Schedule 2 –Exhibit 4
  - ☒ Schedule 2 –Exhibit 5
  - ☒ Schedule 2 –Exhibit 6
  - ☒ Schedule 2 –Exhibit 7a
- ☒ Schedule 3--Services Schedule
  - ☒ Schedule 3 –Exhibit 1
- ☒ Schedule 4—Price and Payment Terms Schedule
  - ☒ Schedule 4a--Cash Payment Schedule

  OR
  - ☐ Schedule 4b--Lease/Purchase Schedule
- ☒ Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project"

SCOPE OF THE AGREEMENT. JCLP agrees to install identifiable improvement measures as delineated in Scope of Work Schedule (Schedule 1) which has been pre-approved by the Customer and which will result in Project Benefits as set forth in the Assured Performance Guarantee (Schedule 2). After installation of the improvement measures, JCLP agrees to provide the services identified in Services Schedule (Schedule 3), that include services that are necessary to monitor, measure, and achieve the identified Project Benefits, subject to the terms of the Assured Performance Guarantee (Schedule 2). The Customer agrees to take all actions identified in this Agreement that are reasonably required to achieve the Project Benefits identified.

JCLP will be responsible for the supply and installation of the Work and the provision of the Services in a safe and skilled manner, consistent with good industry standards and practices, and in compliance with all applicable laws, regulations, rules, and codes, including all applicable policies of the Customer as a public hospital which policies are set out in the Contractor Procedure Manual provided by the Customer to JCLP. JCLP shall be responsible, subject to prior consultation with and the agreement of the Customer, for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work and Services under this Agreement. JCLP shall be responsible to pay for all labour, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work and Services. JCLP shall be permitted to retain subcontractors to perform the Work or provide the Services provided that JCLP shall be responsible to the Customer for the acts and/or omissions of such subcontractors in the performance of JCLP's obligations under this Agreement. The Customer's payments to JCLP will be based upon the terms of Schedule 4.

COMMENCEMENT DATE. This Agreement shall begin on the Commencement Date, which shall be , 20 or, if no date is included, the date of this Agreement. The Work shall be completed by the Substantial Completion Date, which shall be the earlier of:

the date on which the Customer executes a Certificate of Substantial Completion; or

(a) 12 [months] after the Commencement Date, subject to adjustments as set forth in Paragraph 3 below.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Substantial Completion Dates shall apply to each phase or individual project. Substantial Completion means that JCLP has provided sufficient materials and services to permit the Customer to operate the Equipment or achieve the intended Project Benefits. The Services shall commence on the Substantial Completion Date and shall continue for 96 months. The Guarantee Term of the Assured Performance Guarantee (see Schedule 2) shall coincide with the term of the Services Schedule (see Schedule 3). If for any reason, the Customer cancels or breaches this Agreement, including but not limited to the Service Schedule, the Assured Performance Guarantee shall automatically terminate from and after the date of such cancellation or breach.

The Payment Terms shall be defined in this Agreement, including the Price and Payment Terms Schedule (Schedule 4A).

DELAYS. The Customer will use its best efforts to respond to JCLP's requests for approvals or additional information within 20 Business Days of its receipt in order to prevent delays in the Project Schedule. Should the Customer not respond within such time period, a senior official of each of the Customer and JCLP shall meet to establish a timeframe for the provision of a response which timeframe shall be determined so as not to cause a delay to the Project Schedule. If JCLP is delayed in the commencement or completion of the Work and/or Services by Force Majeure, or by failure by the Customer to perform its obligations under the Performance Contract and Schedules, or other failure by the Customer to reasonably cooperate with JCLP in the timely completion of the Work, then JCLP shall provide written notice to the Customer of the existence, extent of, and reason for such delays. An equitable adjustment in Substantial Completion Date, Payment Terms and Assured Performance Guarantee, as agreed to by JCLP and the Customer, both acting reasonably, shall be made as a result.

ACCESS AND MINIMAL DISRUPTION. JCLP shall provide the Customer with prior notice (which notice may be verbal or in writing) prior to commencing any Work or providing any Services. Customer is responsible to provide JCLP, its subcontractors and/or its agents reasonable access to all facilities and properties that are in the Customer's control which are subject to the Work and Services contained in this Agreement, provided that JCLP's work at the facilities is organized, co-ordinated and performed so as to create as minimum noise and interference as reasonably possible with the activities of the Customer including, without limitation, patient care. Customer further agrees to assist JCLP, its subcontractors and/or its agents to gain access to facilities and properties that are not controlled by the Customer which are subject to the Work and Services contained in this Agreement. An equitable adjustment in the Substantial Completion Date, Payment Terms and Assured Performance Guarantee, as agreed to by JCLP and the Customer, both acting reasonably, shall be made as a result of any failure of the Customer to grant such access or any failure of the Customer to assist JCLP in gaining such access.

JCLP may start and stop all primary equipment incidental to the operation of mechanical system(s) upon reasonable advance notice to Customer and in accordance with the Customer's shutdown policy as set out in the Contractor Procedure Manual provided by the Customer to JCLP, and as approved by its representative with minimal interference with the operation of the facilities. JCLP acknowledges receipt of the Customer's Contractor Procedure Manual in entering into this Agreement and agrees to abide by same.

CERTIFICATE OF SUBSTANTIAL COMPLETION. The Certificate of Substantial Completion shall be executed by the Customer, as soon as reasonably possible after the Substantial Completion Date, and shall include:

an acknowledgement by the Customer following the Customers diligence process of the buildings or Improvement Measures substantially completed and the Substantial Completion Date for each building or Improvement Measure;

an acknowledgment by the Customer of receipt of manuals and training provided by JCLP under the Agreement;

an acknowledgement by the Customer of the warranty start date, measurement and verify start date and warranty period, including without limitation the training set out in Schedule 1;

a punch list of items remaining to be completed by JCLP as soon as reasonably possible after the Substantial Completion Date; and,

an acknowledgement by the Customer that:

changes of fire or alarm control points by the Customer may significantly alter a life safety system, and contribute to a dangerous or life-threatening situation.

changes to fire or alarm points by the Customer may also require approval of local fire authority; changes to other control points by the Customer may be linked to the life safety system and affect it; and after each such change, the life safety system should be exercised to see that its integrity has not been violated and it functions properly, as was intended.

JCLP does not warrant against system malfunction caused by improper use, misuse or wrong entry of data by the Customer, and JCLP shall not be liable for situations or damages that are the direct result of user-generated databases.

For greater certainty, the Customer's acknowledgement above shall not apply with respect to any changes of fire or alarm control points made by JCLP as part of the Work.

TAXES, PERMITS, AND FEES. JCLP shall be responsible for obtaining all permits and all related permit fees associated with the Work and Services, as part of the Contract Price. JCLP shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution, as part of the Contract Price. The Customer shall be responsible for securing any necessary approvals, (including those approvals required to perform the Work or Services which JCLP cannot apply for or obtain without the Customer's consent or application), easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable. JCLP makes no representations regarding the tax implications or Customer's accounting treatment of this Agreement.

WARRANTY. JCLP warrants that it has the financial strength, experience and expertise to perform the Work and provide the Services. JCLP warrants that materials and equipment furnished by JCLP will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and Services will conform to the requirements of the Agreement Documents. JCLP warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one year from the Substantial Completion Date and that its Services will be free from defects in workmanship, design, and material for the applicable Warranty Period. The obligation to repair and replace, arising prior to the expiry of the Warranty Period, shall survive until such obligation has been completed, despite any intervening expiration of the Warranty Period. Upon written notice from the Customer, JCLP shall promptly, at its option and cost, repair or replace the defective Work or re-perform defective Services.

These warranties do not apply to the extent that Work or Services have been abused, altered, misused, or repaired by the Customer or third parties **[contrary to the operating manuals provided by JCLP and accepted by the Customer]**, and without the supervision of and prior written approval of JCLP; or if JCLP serial numbers or warranty date decals have been removed or altered. The Customer must within a reasonable time after discovery report any failure of the Equipment to JCLP in writing. All replaced Equipment or parts become JCLP's property.

Notwithstanding all other provisions of this Warranty, if a defect, deficiency, error or omission in the Work or Services has, in the Customer's opinion, acting reasonably, caused an emergency situation or is likely to cause an emergency situation then, without notice to JCLP, the Customer is entitled to take action to limit loss and

damage by taking such action as it deems appropriate including expediting repairs. The Customer will provide JCLP with complete details regarding the emergency and the actions taken, as soon as possible after the event.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE OTHER THAN THE PROVISION OF PROJECT BENEFITS IN ACCORDANCE WITH THIS AGREEMENT.

Customer understands that JCLP is a provider of services under this Agreement. JCLP shall not be considered a merchant or a vendor of goods. **If JCLP installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, JCLP will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.**

CLEANUP. The Customer will assist in the acceptance of material and equipment upon delivery to the applicable facility, and will act reasonably and co-operate with JCLP, in particular in matters related to storage, fire and theft. JCLP acknowledges that the Customer is a public hospital with continuing operations and, on a daily basis or with such frequency as agreed to by the Customer, JCLP shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work, and shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. Upon completion of the Work, JCLP shall return the premises and the surrounding area to a state reasonably similar to the state that such premises and the surrounding area were in prior to the commencement of the Work, excluding any changes resulting from the Work itself.

SAFETY. JCLP shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work or Services. JCLP shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. Without in any way limiting the foregoing, JCLP shall comply and cause all of its subcontractors, suppliers and others for whom it is legally responsible to comply with all applicable provisions, requirements, and safety standards of the Ontario Occupational Health and Safety Act and regulations thereto when on the Customer's premises. JCLP shall be designated and hereby accepts the responsibilities and designation as "constructor" and the "employer" under the Occupational Health and Safety Act on the Project and hereby assumes all liabilities and obligations imposed on a "constructor" and an "employer" by the Occupational Health and Safety Act. Prior to commencing the Work, JCLP shall provide:

a current WSIB clearance certificate or other evidence demonstrating compliance with WSIB requirements;

copies of certificates of insurance pertaining to JCLP's insurance policies having application to the Project;

documentation of JCLP's in house safety related programs for the project; and

a copy of the Notice of Project filed by JCLP with the Ministry of Labour naming itself as "constructor" under the Occupational Health and Safety Act (OHSA) such notice to clearly identify the Customer's facilities.

HAZARDOUS MATERIALS. Unless specifically noted in Schedule 1, JCLP's obligations expressly exclude any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead or PCBs, in or on the premises in which JCLP will be required to perform Work. The Customer warrants and represents that, to the best of the Customer's knowledge, the Customer is not aware of, has not observed or received notice from any source about the existence, in areas where JCLP will undertake the Work or provide Services, of asbestos or other hazardous materials not normally found in a hospital environment in the Customer's building(s) or other premises in which JCLP will be required to perform Work that will in any way affect JCLP's Work or Services. Should JCLP become aware of or suspect the presence of asbestos or other such hazardous materials, JCLP shall immediately notify the Customer and stop work in the affected area. The Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos

or other hazardous materials in the Customer's buildings or any premises in which JCLP will be required to perform Work, provided that JCLP has complied with its obligations to notify the Customer and stop work in the affected area.

INSURANCE, TITLE, RISK OF LOSS. Prior to commencing the Work, JCLP shall provide a certificate of insurance showing its insurance coverages, and noting the Customer as an additional insured under JCLP's Comprehensive General Liability policy with respect to liability arising from the negligent acts of JCLP, and JCLP shall maintain such insurance in full force and effect at all times until the Work and Services have been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Comprehensive General Liability Insurance, including Contractual.	$5,000,000 One Occurrence $5,000,000 Each Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits are obtained through primary and excess policies.

The Customer shall be responsible for obtaining any builder's risk insurance and shall assume full responsibility for any risk of loss to the Work.

INDEMNITY. The Customer assumes all risk and liability for the use, operation, and storage of the Equipment, and for injuries or death to persons or damage to property arising out of the use, operation, or storage of the Equipment, except for any injuries or death to persons or damage to property caused by the negligence of JCLP, it employees, agents or assigns. The Customer shall indemnify and hold harmless JCLP, its employees, agents, and assigns from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to this Agreement, except for injuries or death to persons or damage to property caused by the negligence of JCLP, its employees, agents or assigns.

JCLP shall indemnify and hold harmless the Customer, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialman. JCLP and the Customer agree that JCLP shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligence act or omission of JCLP. The obligations of JCLP and of the Customer under this paragraph are further subject to paragraph 13 below.

LIABILITY AND FORCE MAJEURE. JCLP shall not be liable under this Agreement in an amount in excess of its primary general comprehensive policy limits. Neither JCLP nor the Customer will be responsible to the other for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of Government agencies; strikes; labour disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of parts, materials or supplies. If this Agreement covers fire safety or security equipment, the Customer understands that JCLP is not an insurer regarding those services. JCLP shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss. JCLP is also not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment, as defined in Schedule 3.

JCLP'S PROPERTY. All materials furnished by and used by JCLP personnel and/or JCLP authorized subcontractors or agents at the installation site, including documentation, schematics, test equipment, software, and associated

media remain the exclusive property of JCLP. The Customer agrees not to use such materials for any purpose at any time. The Customer agrees to allow JCLP personnel and/or JCLP authorized subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. The Customer acknowledges that all JCLP software included is proprietary and will be delivered only under the provisions of an appropriate Software License Agreement that will limit its use to the system purchased under this Agreement.

DISPUTES. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Arbitrations Act, in effect at that time, of the Province where the Customer's principal place of Business is located, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest province or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. **If the Customer is a province or local governmental entity, then this paragraph may not apply.**

MODIFICATIONS. Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.

NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail to JCLP at the address listed on page 1 of this Performance Contract and to JCLP, ATTN: General Counsel - Controls, 7400 Birchmount Road, Markham, Ontario, L3R 5V4, and to Customer at the address listed on page 1 of this Performance Contract.

ENVIRONMENTAL CREDITS, AND GRANTS AND SUBSIDIES. Any and all credits, allowances, or other similar tangible or intangible property rights created by or resulting from improvements in the emission or pollution characteristics of Customer's facilities and operations caused by implementing JCLP's products or services provided under this Performance Contract ("Environmental Credits") shall be the sole property of Customer, and JCLP agrees to execute any and all certifications, assignments, or other documents reasonably required by the Customer to create, convey, or perfect the Customer's rights in such Environmental Credits. For greater certainty, the Customer shall have the right to trade, sell, or use these Environmental Credits in its sole discretion and without the approval of JCLP. In addition to the foregoing, JCLP shall, at no extra cost to the Customer, prepare all supporting documentation for, and assist the Customer in obtaining all available grants and subsidiaries in relation to the Work or the Services.

PROVISION OF UTILITY BILLS. During the term of this Agreement, Customer shall provide the Utility Bills or requested reports for all buildings and locations covered by this Agreement to JCLP within thirty (30) days of Customer receipt and/or generation. The Utility Bills shall be transmitted to the fax number, address, or e-mail address provided by JCLP. For purposes of this Agreement, Utility Bills shall include, but are not limited to, energy, all telecommunications, water, wastewater, sewerage and other utility bills agreed by the parties to be useful in the management of this Agreement and as requested by JCLP. If the Customer does not provide the requested utility bills for four consecutive months, Customer accepts and acknowledges that JCLP may at its sole option cancel the Assured Performance Guarantee as described on Schedule 2. In the event JCLP cancels the Assured Performance Guarantee as provided herein, all of JCLP's obligations under the Assured Performance Guarantee during the Guarantee Term shall be deemed to have been met as of the cancellation date, and JCLP shall have no further obligations to the Customer pursuant to the Assured Performance Guarantee.

TERMINATION:

JCLP and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCLP for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

CONFIDENTIALITY

.1 All materials, documents and other information given to JCLP, directly or indirectly, by the Customer in connection with the Contract (collectively, the "**Confidential Information**") shall not be used by JCLP for any purpose other than the performance of the Work or Services and shall, subject to Paragraph 21.2, be treated as confidential by JCLP. JCLP has no property rights in the Confidential Information and the Confidential Information shall be immediately returned to the Customer upon request.

.2 JCLP may disclose the Confidential Information to those of its employees, subcontractors or suppliers (collectively and individually, the "Recipient") to whom disclosure is required for the performance of the Work or Services, provided JCLP informs the Recipient as to the confidential nature of such information and the Recipient has properly assumed confidentiality obligations identical in principle with those herein.

.3 Without limiting the generality of the foregoing, JCLP acknowledges that the Customer maintains and generates sensitive information and records relating to its current patients and others ("**Personal Information**"), and that JCLP, its subcontractors, its suppliers and others performing the Work or Services on behalf of JCLP may have access to or otherwise encounter the Personal Information in the course of performing the Work or Services. JCLP shall comply with all applicable privacy protection laws in performing the Work or Services and JCLP shall not cause its subcontractors and suppliers to collect, use, disclose, transfer, or otherwise convey the Personal Information, except as required to perform the Work or Services.

.4 The provisions of Paragraphs 21.1 and 21.3 will not apply to any information that was (a) already known by JCLP at the time of initial disclosure by the Customer, (b) publicly known through no wrongful act of JCLP or its representatives, (c) rightfully received from a third party without similar restrictions as those placed on JCLP, (d) independently developed by or on behalf of JCLP without reference to the Customer's Confidential Information; or (e) approved for released by written authorization of the Customer.

.5 The covenants contained in this Paragraph 21 shall survive the termination or discharge of the Agreement and extend for a period of seven (7) years following the date of such termination or discharge.

REVIEW BY CUSTOMER

Customer's general involvement in the preparation of the Technical Report, the development of the designs for the measures, the installation and construction of the measures, Customer's attendance at meetings or giving of approval shall not limit, reduce, relieve or release JCLP from any of its obligations, duties or liabilities hereunder.

DEFINITIONS. For the purposes of this Agreement the following terms shall have the meanings stated below:

"**Business Day**" means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed or any other day where the administrative office of the Customer is closed.

"**Customer's Energy Consultant**" means an energy consultant retained by the Customer from time to time with respect to this Agreement.

"**Force Majeure**" has the meaning ascribed thereto in Paragraph 13.

"**Substantial Completion Date**" means the earliest date that (i) "substantial performance" has been attained, as that term is defined in the *Construction Lien Act* (Ontario), and (ii) the Customer's Energy Consultant has signed a certificate confirming that the systems and equipment have been started up, the performance and commissioning tests have been successfully passed, the local fire authority has inspected and confirmed that life safety systems are acceptable, if applicable, and the training of the Customer's employees with respect to the Work has been completed including the delivery of all applicable operation and maintenance manuals.

"**Warranty Period**" means, in respect of the Work, a period of one year commencing on the Substantial Completion Date, and in respect of the Services, the earlier of the end of the Term or one year following completion of any Service provided by JCLP to the Customer.

ADDITIONAL TERMS.

A. Any failure of either party to require strict performance by the other party, or any waiver by either party of any requirement under this Agreement, does not constitute consent to or waiver of any subsequent default or breach of this Agreement by the other party.
B. If any provision of this Agreement is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.
C. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
D. This Agreement is the full Agreement between JCLP and the Customer as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement (including the Project Development Agreement) are not part of the Agreement between JCLP and the Customer and are superceded by this Agreement.
E. This Agreement shall be construed in accordance with the laws of Ontario, and the federal laws of Canada of application in Ontario.
F. Time shall be of the essence in the performance of JCLP's obligations under this Agreement.
G. It is understood and agreed that nothing contained in this Agreement nor in any acts of the parties hereto shall be deemed to create an agency, joint venture, partnership or employer-employee relationship with respect to the matters set out herein or any relationship between the parties hereto other than is hereinbefore set out.
H. Reference to either party includes, where the context permits, such party's employees, agents, subcontractors, workers, suppliers and anyone for whom the party may be responsible in law.
I. The obligation of this Paragraph 24 shall survive any expiration, cancellation or termination of this Agreement.
J. The Customer has the authority, but is not obligated, to stop the Work in any circumstance affecting the safety of life or property or which may otherwise cause an unsafe condition for the operation of the existing hospital. In the event that such circumstance was caused by JCLP, JCLP shall abide by the Customer's instructions pertaining to the circumstances (including the instruction to stop the Work) without any equitable adjustment in the Payment Terms, the Substantial Completion Date or the Assured Performance Guarantee. In the event that the circumstance was caused by the Customer, JCLP shall be given an equitable adjustment in the Payment Terms, the Substantial Completion Date and the Assured Performance Guarantee.

Dated 5 Dec, 2008

CUSTOMER:

Signature: _____

Printed Name: ESKO J. VAINIO

Title: President & CEO

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Signature: _____

Printed Name: _____

Title: _____

Schedule 1

SCOPE OF WORK SCHEDULE

1. **SUMMARY OF WORK:** The following summarizes the Work to be provided by JCLP under this Agreement, as further defined below:

(Additional details can be found in Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project").

1. Lighting Retrofit and Redesign

The hospital consists of one (1) main building with existing luminaires of various types. The majority of the lighting technology is now T8 lamps and electronic ballasts. The existing 1x4 fixtures and base building 2x4 fixtures have two (2) T8 lamps as per the 2002 retrofit.

Johnson Controls recommends redesigning and retrofitting the lighting systems for higher efficiency. In the course of redesigning the lighting systems we have included work on about 3136 fixtures that will be slightly increased to 3142 revised lighting systems. The high efficiency fixtures that are being replaced translate directly to a significant reduction lighting energy usage and reduce maintenance.

The tables below contain a summary of the lighting project recommended by Johnson Controls.

Timmins District Hospital JCLP

Existing System								
Item	Description	Code	System	Qty.	Load\ Fixture (Watts)	Hours of Operation (hrs.)	Total Power (kW)	Power Consumed (kWh)
3	4x32 recessed	T	T8	50	120	3150	6.0	18,900
10	2x34 recessed	T	T8	2,941	60	4380	176.5	772,895
15	High bay	D	MH	6	450	4500	2.7	12,150
17	Pot Lights	T	MV	137	125	4500	17.1	77,063
18	2x34U 2x2 recessed	T	T12	2	93	3150	0.2	586
	Totals			3,136			202.5	881,593

Timmins District Hospital JCLP

Proposed System								
Item	Description	Code	System	Qty.	Load\ Fixture (Watts)	Hours of Operation (hrs.)	Total Power (kW)	Power Consumed (kWh)
3	2x32 recessed "A"	RA	T8	50	58	3150	2.9	9,135
10	1x32 recessed reflector	R1	T8	2,941	30	4380	88.2	386,447
15	1x8 industrial "D8"	D8	T8	12	58	4500	0.7	3,132
17	CF pot light	Cfpot	CF	137	42	4500	5.8	25,893
18	2x2 reflector	ru	T8	2	34	3150	0.1	214
	Totals			3,142			97.6	424,822

Timmins District Hospital JCLP

Energy Savings Summary								
Item	Product	Code	System			Hours (hrs.)	Power Saved (kW)	Power Saved (kWh)
3	2x32 recessed "A"	RA	T8			3150	3.1	9765.0
10	1x32 recessed reflector	R1	T8			4380	88.2	386447.4
15	1x8 industrial "D8"	D8	T8			4500	2.0	9018.0
17	CF pot light	Cfpot	CF			4500	11.4	51169.5
18	2x2 reflector	ru	T8			3150	0.1	371.7
Totals							104.8	456,772

Johnson Controls will ensure light levels meet or exceed IES maintained limits as required by the Customer. Subject to the foregoing, consistency will be maintained with the existing retrofits to minimize variation in materials and maintenance procedures.

Johnson Controls will provide mock-ups or examples of each retrofit to be done prior to implementation. This permits the hospital to make informed decisions on lighting appearance and quality and allows hospital personnel to see the light levels before and after.

Johnson Controls will arrange for an inspection of each retrofit shortly after implementation to permit the hospital to confirm its acceptance of the lighting appearance and quality.

2. Boiler Plant

There are three (3) large 400hp Thermogenics steam boilers in the penthouse mechanical room and a number of heat exchangers used to convert steam to hot water or heated glycol. Steam is used directly in the kitchen, laundry, humidification and sterilization. The boiler plant requires significant attention by the building operations staff to maintain it in good working order. Currently the hospital is experiencing significant maintenance and repairs with the boiler plant. During the Yearly shutdowns overhaul or replacement of the refractory core is required. The hospital is currently looking to add additional staff to ensure the plant operation.

Johnson Controls recommends replacing the steam plant with a combination of new hot water and steam boilers. The hot water boilers would be used to directly provide heating water and heat the glycol and domestic water through new heat exchangers. Steam boilers are still required for humidification, kitchen, laundry and sterilization.

The current configuration requires the boilers to heat water to steam only to be converted back to hot water. Hot water boilers are much more efficient in that they do not have to create this 'change of state' to steam. The hot water boilers will also be designed with an economizer to provide highly efficient operations.

The new boiler plant will require significantly less maintenance, thereby, reducing operational costs. Long term warranties and the quality of the equipment will ensure "peace of mind" in operation for years to come.

Johnson Controls recommends three (3) hot water boilers at 300 hp each and two (2) Steam Boilers at 100hp each. This configuration is suited to the loads in the facility and the physical size of these boilers will provide more effective staging and operation. Many of the steam components will be reworked or removed in the new design. See Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project" Appendix II for more information on the design.

The new boiler plant will be connected into the Building Automation system for advanced control and monitoring strategies.

3. Heating Pumps VFD – Variable Frequency Drives

There are multiple heating loops that are suitable for variable flow control. In a typical pumping system the pumps use close to the same level of power all of the time. The flow in the system remains constant while the pump will 'ride the pump curve' as the pressure changes with the control valve positions.

Johnson Controls will add variable speed drives to the pumps to slow the pumps down to meet the required flow and load in the system. The energy savings are exponential as the pump speed is reduced. Since these systems run long hours they will provide excellent savings potential. There are (12) pumps that are existing that will have speed drives installed and (11) new pumps associated with the revised boiler plant. Speed drives provide excellent and efficient control for hot water systems. Johnson controls will provide one drive per pump for additional redundancy and consistent operation.

See the chart below for a list of pumps and their size. The controls points list in Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project" Appendix IV shows how the speed drives connect into the Building Automation system.

T.A.D.H. VFD List - Heating Pumps

Name	Pump	Hp	Kw
Contstant Temp	P7	15	11
Contstant Temp	P8	15	11
Perimeter	P10	3	2.2
Perimeter	P11	3	2.2
Atrium Fan Coils	P12	3	2.2
Atrium Fan Coils	P13	3	2.2
Exterior SE Wing C	P16	7	5.5
Exterior SE Wing C	P17	7	5.5
Exterior SW Wing A	P41	7	5.5
Exterior SW Wing A	P42	7	5.5
Glycol	P32	24	18
Glycol	P33	24	18
Primary Loop Hw	BHP1	40	
Primary Loop Hw	BHP2	40	
Economizer Loop	BXP1	5	
Economizer Loop	BXP2	5	
Domestic Tank Pmp	T3P	7.5	
Domestic Tank Pmp	T4P	7.5	
Domestic Tank Pmp	T48P	7.5	
Domestic Tank Pmp	T49P	7.5	
Boiler Pump 1	HB1P	7.5	
Boiler Pump 2	HB2P	7.5	
Boiler Pump 3	HB3P	7.5	

4. Air Handling Unit – Variable Frequency Drives

Timmins and District Hospital has (18) main air handling units. These units provide heating, cooling, ventilation and humidification to the constant volume terminal units for use in the facility's occupied space. Some of the units are located in indoor mechanical rooms while the rest are in built up rooftop mechanical rooms. During the summer operation some of the units are scheduled off. During the winter everything runs at full volume to avoid freeze stat tripping on startup.

Johnson Controls recommends adding variable speed drives and pressure control to the main air handling units. There are a number of units in the building that are suitable for variable control. These units are currently supplying air to the constant volume reheat boxes. The boxes have terminal reheat to control the zone space temperature. During the unoccupied periods the zones can use variable air movement to maintain reduce zone air volumes. The space ventilation and temperature requirements are reduced during the unoccupied times.

Variable speed drive (VFD) systems have an integral controller that feeds back into the Building Automation system. With this connection, high level control strategies can be performed by the building automation system while providing an extensive amount of field information to the operator. The VFD's on the pumps and fans are set up with local field control while the majority of VFD information available is fed back to the Building Automation System. We end up with efficient and reliable field level control and vast quantities of information being available to the operator.

See the chart below for a list of fans and their size.

T.A.D.H. VFD - Fan List				
ID	Name	Location	VFD HP	New HP
F-1	I.C.U. SUPPLY	PENTHOUSE	25	
F-2	I.C.U. RETURN	PENTHOUSE	5	10
F-3	EMERG SUPPLY	PENTHOUSE	40	
F-4	EMERG EXHAUST	PENTHOUSE	15	20
F-5	KITCHEN SUPPLY	PENTHOUSE	50	
F-6	KITCHEN EXHAUST	PENT. ROOF	15	
F-7	DIAGNOSTIC SUPPLY	PENTHOUSE	50	
F-8	DIAGNOSTIC RETURN	PENTHOUSE	15	20
F-9	O.R. SUPPLY	PENTHOUSE	50	
F-10	O.R. EXHAUST	PENTHOUSE	10	15
F-11	REHABILITATION SUP	PENTHOUSE	40	
F-12	REHABILITATION RET	PENTHOUSE	15	20
F-13	OBSTETRIC SUPPLY	PENTHOUSE	40	
F-14	OBSTETRIC RETURN	PENTHOUSE	5	10
F-19	LABORATORY SUPPLY	ROOF	40	
F-20	LAUNDRY SUPPLY	ROOF	40	
F-21	LAUNDRY EXHAUST	ROOF	20	
F-22	M.M. SUPPLY	ROOF	15	
F-23	S.P.D. SUPPLY	ROOF	15	
F-24	S.P.D. RETURN	ROOF	3	10
F-25	BLOCK A-1 SUPPLY	ROOF	10	
F-26	BLOCK A-1 EXHAUST	ROOF	10	
F-27	BLOCK A-2 SUPPLY	ROOF	25	
F-28	BLOCK A-2 RETURN	ROOF	5	10
F-29	BLOCK B-1 SUPPLY	ROOF	25	
F-30	BLOCK B-1 EXHAUST	ROOF	10	
F-31	BLOCK B-2 SUPPLY	ROOF	25	
F-32	BLOCK B-2 RETURN	ROOF	10	15
F-33	BLOCK C-1 SUPPLY	ROOF	25	
F-34	BLOCK C-1 RETURN	ROOF	15	
F-35	BLOCK C-2 SUPPLY	ROOF	20	
F-36	BLOCK C-2 EXHAUST	ROOF	10	
F-39	BLOCK D-1 SUPPLY	ROOF	15	
F-40	BLOCK D-1 EXHAUST	ROOF	7.5	

Variable Speed Drives on the fan systems will provide the following opportunities:

1. Reset the fan system pressure and volume during the unoccupied hours (night setback)
2. VFD control for the supply and return fans based on pressure in the ductwork
3. Maintain duct pressure to suit air flow requirements
4. Pressure and volume matching supply and return fans
5. Reset the supply air pressure based on the occupancy of the space
6. Soft start of motors is part of the VFD operation
7. VFD control will also be used to help balance the volume on the supply and return fans to reduce building pressurization
8. During winter operation the units that can be scheduled will be run at minimum volume (instead of scheduled off) to ensure freeze stats do not strip on startup

5. DDC Control of Constant Volume Boxes

Timmins and District Hospital has 438 terminal units that are pneumatically controlled. Pneumatic controls require service and calibration on a regular schedule to maintain optimum comfort and control. Since the controls are local to the space, the operation of the terminal unit is not part of the larger global strategies.

Johnson Controls recommends a direct digital control for each box. This digital control includes a space sensor, a controller, an electric damper actuator, flow measurement and a controller for each box. The digital controller on the box will provide for zone night setback capabilities as well as monitoring at the building automation system. When the boxes are 'backed off' for night setback the associated air handling unit will run at a reduced volume through VFD duct pressure control. Night setback can now be done on a very tight zone by zone schedule instead of by air handler.

See chart below for zone schedules. Day time and occupancy will at full air volume as dictated by CSA 317 code. When unoccupied the volumes will be reduced to a minimum to maintain setback conditions. Each of the digital controllers will have an override button conveniently located for temporary occupancy.

TADH - Scheduling and Area Occupancy

Floor	Name	SubRoom	Use	Occupancy by People in Space M-F/7-16	M-F/16-22	M-F/23-6	S-S/7-16	S-S/17-22	S-S/23-6
LS	L314		Laboratory	75%	50%	25%	75%	50%	25%
LS	L315		Office	50%	Int	Int	Int	Int	Int
LS	L316		Storage	Int	Int	Int	Int	Int	Int
LS	L308, L314		Laboratory	50%	25%	25%	50%	25%	25%
LS	L318		Laboratory	50%	25%	25%	50%	25%	25%
LS	L319		Washroom	Int	Int	Int	Int	Int	Int
LS	L320		Soiled Collection	Int	Int	Int	Int	Int	Int
LS	L321		Refrigerator						
LS	L323		Storage	Int	Int	Int	Int	Int	Int
LS	L328 - Elev. Machine Rm		Mechanical	Int			Int		
LS	L325, L327		Washroom	Int	Int	Int	Int	Int	Int
LS	L326 etc.		Lockers	Int	Int	Int	Int	Int	Int
LS	L335 - Elect Room		Mechanical	Int			Int		
LS	Corridor		Corridor	50%	25%	25%	25%	25%	25%
LS	Dishwashing		Dishwashing	75%	Int		50%	Int	
LS	Cafeteria		Dining	75%	Int	Int	50%	Int	Int
LS	Office		Office	50%	Int		Int	Int	
LS	Refrigerator		Refrigerator						
LS	Kitchen		Kitchen	75%	Int		50%	Int	
LN	L101 - Laboratory Offices		Office	50%	Int	Int	25%	Int	Int
LN	Lockers		Lockers	Int	Int	Int	Int	Int	Int
LN	Washrooms		Washroom	Int	Int	Int	Int	Int	Int
LN	L107 - Biomedical Engineering		Office	50%					
LN	Laundry - Office		Office	75%			75%		
LN	Laundry - Soiled		Laundry - Soiled	75%			75%		
LN	Laundry		Laundry	75%			75%		
LN	Maintenance Office		Office	50%	10%		10%	10%	
LN	L111- Workshop		Office	Int					
LN	Storage		Storage	Int	Int	Int	Int	Int	Int
LN	Lockers		Lockers	Int	Int	Int	Int	Int	Int
LN	Washrooms		Washroom	Int	Int	Int	Int	Int	Int
LN	Stairwell		Corridor	Int	Int	Int	Int	Int	Int
LN	Corridor		Corridor	50%	Int	Int	25%	Int	Int
LN	L207 - Materials Management		Storage	75%					
LN	L203 - Garbage		Garbage	Int	Int	Int	Int	Int	Int
LN	L202 - Storage		Storage	Int	Int	Int	Int	Int	Int
LN	L211 - Clerical		Office	Int	Int		Int	Int	
LN	L215 - SPD		Preparation	25%	25%	25%	25%	25%	25%
LN	SPD		Soiled Rack	25%	25%	25%	25%	25%	25%
LN	SPD		Sterilizer Equipment	Int	Int	Int	Int	Int	Int
LN	SPD		Sterile Storage	Int	Int	Int	Int	Int	Int
LN	Corridor		Corridor	50%	Int	Int	25%	Int	Int
LN	Mechanical		Mechanical	Int			Int		

TADH - Scheduling and Area Occupancy

Floor	Name	SubRoom	Use	Occupancy by People in Space M-F/7-16	M-F/16-22	M-F/23-6	S-S/7-16	S-S/17-22	S-S/23-6
GNW	1103, 1002 - Waiting		Waiting	75%	50%	50%	75%	50%	50%
GNW	Washrooms		Washroom	Int	Int	Int	Int	Int	Int
GNW	Trauma		Trauma	75%	50%	50%	75%	50%	50%
GNW	Examination		Examination	75%	50%	50%	75%	50%	50%
GNW	Emergency General		Emergency General	75%	50%	50%	75%	50%	50%
GNW	Diagnostic Imaging		General	50%					
GNW	Diagnostic Imaging		Nuclear Medicine	25%	Int		25%	Int	
GNW	Diagnostic Imaging		Film Storage	25%	Int	Int	25%	Int	Int
GNW	Diagnostic Imaging		Office	50%	Int		25%	Int	
GNW	Diagnostic Imaging		Special Procedures	25%	Int		25%	Int	
GNE	Physical Therapy		Hydrotherapy	50%	25%				
GNE	Physical Therapy		Gymnasium	25%	Int		Int		
GNE	Physical Therapy		Washroom	Int	Int	Int	Int	Int	Int
GNE	Physical Therapy		Corridor	50%	Int		Int		
GNE	Physical Therapy		Physical Therapy	50%	Int		Int		
GNE	Physical Therapy		Office	50%	Int		Int		
GNE	Physical Therapy		Pharmacy	50%	25%	25%	50%	25%	25%
GNE	Physical Therapy		Storage	Int	Int	Int	Int	Int	Int
GSW	Block A Offices		Office	50%					
GSW	Block A Conference		Conference Room	Int					
GSW	Block A Corridors		Corridor	50%					
GSW	Block B Offices		Office	50%					
GSW	Block B Conference		Conference Room	Int					
GSW	Block B Corridors		Corridor	50%					
GSE	Block C Offices		Office	50%					
GSE	Block C Conference		Conference Room	Int					
GSE	Block C Corridors		Corridor	50%					
GSE	Block D Patient Area		Patient Rooms	100%	100%	100%	100%	100%	100%
GSE	Block D Patient Area		Corridor	50%	25%	25%	50%	25%	25%
GSE	Block D Patient Area		Storage	Int	Int	Int	Int	Int	Int
GSE	Block D Patient Area		Office	50%	Int	Int	50%	Int	Int
GSE	Block D Patient Area		Nursing Stations	100%	100%	100%	100%	100%	100%
GSE	Block D Patient Area		Washroom	Int	Int	Int	Int	Int	Int
GSE	Block D Patient Area		Lockers	Int	Int	Int	Int	Int	Int

v1c TADH - Scheduling and Area Occupancy

Floor	Name	SubRoom	Use	Occupancy by People in Space M-F/7-16	M-F/16-22	M-F/23-6	S-S/7-16	S-S/17-22	S-S/23-6
2NW	ICU/ CCU		Patient Rooms	50%	50%	50%	50%	50%	50%
2NW	ICU/ CCU		Corridor	50%	50%	50%	50%	50%	50%
2NW	ICU/ CCU		Nursing Stations	50%	50%	50%	50%	50%	50%
2NW	ICU/ CCU		Washroom	Int	Int	Int	Int	Int	Int
2NW	ICU/ CCU		Storage	Int	Int	Int	Int	Int	Int
2NW	ICU/ CCU		Surgery	50%	50%	50%	50%	50%	50%
2NW	ICU/ CCU		Office	50%	25%	25%	50%	25%	25%
2NW	Operating Room Area		Surgery	50%	Int	Int	25%	Int	Int
2NW	Operating Room Area		Sterile Corridors	50%	Int	Int	25%	Int	Int
2NW	Operating Room Area		Operating Rooms	50%	Int	Int	25%	Int	Int
2NW	Operating Room Area		Waiting	50%	Int	Int	25%	Int	Int
2NW	Operating Room Area		Office	50%	Int	Int	Int	Int	Int
2NW	Operating Room Area		Washroom	Int	Int	Int	Int	Int	Int
2NW	Operating Room Area		Lockers	Int	Int	Int	Int	Int	Int
2NW	Operating Room Area		Nursing Stations	50%	Int	Int	25%	Int	Int
2NE	Obstetrics		Patient Rooms	100%	100%	100%	100%	100%	100%
2NE	Obstetrics		Neonatal ICU	100%	100%	100%	100%	100%	100%
2NE	Obstetrics		Dialysis	100%	100%	100%	100%	100%	100%
2NE	Obstetrics		Washroom	Int	Int	Int	Int	Int	Int
2NE	Obstetrics		Nursing Stations	100%	100%	100%	100%	100%	100%
2NE	Obstetrics		Corridor	Int	Int	Int	Int	Int	Int
2NE	Obstetrics		Delivery Rooms	Int	Int	Int	Int	Int	Int
2NE	Obstetrics		Office	50%			25%		
2NE	Obstetrics		Storage	Int	Int	Int	Int	Int	Int
2SW	Patient Area Block A		Patient Rooms	100%	100%	100%	100%	100%	100%
2SW	Patient Area Block A		Corridor	50%	25%	25%	50%	25%	25%
2SW	Patient Area Block A		Office	50%			50%		
2SW	Patient Area Block A		Washroom	Int	Int	Int	Int	Int	Int
2SW	Patient Area Block A		Nursing Stations	100%	100%	100%	100%	100%	100%
2SW	Patient Area Block A		Surgery Recovery	25%	Int	Int	25%	Int	Int
2SW	Patient Area Block B		Patient Rooms	100%	100%	100%	100%	100%	100%
2SW	Patient Area Block B		Corridor	50%	25%	25%	50%	25%	25%
2SW	Patient Area Block B		Office	50%			50%		
2SW	Patient Area Block B		Washroom	Int	Int	Int	Int	Int	Int
2SW	Patient Area Block B		Nursing Stations	100%	100%	100%	100%	100%	100%
2SE	Patient Area Block C		Patient Rooms	100%	100%	100%	100%	100%	100%
2SE	Patient Area Block C		Corridor	50%	25%	25%	50%	25%	25%
2SE	Patient Area Block C		Office	50%			50%		
2SE	Patient Area Block C		Washroom	Int	Int	Int	Int	Int	Int
2SE	Patient Area Block C		Nursing Stations	100%	100%	100%	100%	100%	100%

v1c TADH - Scheduling and Area Occupancy

Floor	Name	SubRoom	Use	Occupancy by People in Space M-F/7-16	M-F/16-22	M-F/23-6	S-S/7-16	S-S/17-22	S-S/23-6
3W	Patient Area Block B		Patient Rooms	100%	100%	100%	100%	100%	100%
3W	Patient Area Block B		Corridor	50%	25%	25%	50%	25%	25%
3W	Patient Area Block B		Office	50%			50%		
3W	Patient Area Block B		Washroom	Int	Int	Int	Int	Int	Int
3W	Patient Area Block B		Nursing Stations	100%	100%	100%	100%	100%	100%
3W	Patient Area Block B		Storage	Int	Int	Int	Int	Int	Int
3W	Patient Area Block B		Occupational Therapy	100%			100%		
3E	Patient Area Block C		Patient Rooms	100%	100%	100%	100%	100%	100%
3E	Patient Area Block C		Corridor	100%	100%	100%	100%	100%	100%
3E	Patient Area Block C		Office	50%			50%		
3E	Patient Area Block C		Washroom	Int	Int	Int	Int	Int	Int
3E	Patient Area Block C		Nursing Stations	100%	100%	100%	100%	100%	100%
3E	Patient Area Block C		Storage	Int	Int	Int	Int	Int	Int
3E	Patient Area Block C		Occupational Therapy	100%			100%		

The DDC volume box has a flow measuring station that is accessible at the building automation system, which will result in efficient service operations as the box performance can be checked and assessed prior to sending service personnel on a service call to a specific area within the hospital. The volume setting can also be set remotely and trended to ensure the proper air volumes are being maintained. Each box will also have a temperature sensor to sequence the air volume, reheat coil, and radiation coil, maintaining occupant comfort. Occupant calls can be handled quickly and effectively with this configuration and global control strategies, such as supply air reset based on space temperature, can be implemented for the air handling unit and for the building as a whole.

6. Reheat and Radiation New Electric Valves (Optional)

There are 438 reheat valves and 100 radiation valves that will be controlled through the digital controller on each of the volume boxes. These valves are currently pneumatic and will be controlled through an EPT (electric to pressure transducer). These valves are over 15 years old and will be more maintenance intensive than the new electric 'ball' valves in this recommendation. An all electric systems provides far more precise control with more direct feed back and improved actuation. Pneumatic systems are more sensitive to a wide range of maintenance issues such as water or oil in the air stream, plugged lines and calibration requirements. Johnson Controls recommends replacing the pneumatic valves with new electric DDC actuators. .

7. Building Automation System Upgrade

The existing Metasys System will remain in place with upgrades to specific equipment. Additional capabilities and control points will be provided for advanced trending and system commissioning. A new computer workstation will be supplied with a 24 inch monitor for improved visibility.

Control system changes, includes:

- ADS – Application and Data Server for monitoring and trending
- NAE's (Network Automation Engine) for network control and advanced system strategies
- VMA and Dx9100 controllers for connection to field devices
- Cuttler Hammer – (Johnson Controls drives) for seamless integration of speed drive control
- Pressure sensors for control of the Supply Fan VFD's
- Pressure sensors for control of the Pump VFD's
- Flow Stations to measure CFM (cubic feet per minute) on the supply and return fans

Control Sequences

Minimize Supply Fan Power

1. Maintain a constant static pressure in each supply duct by varying the supply fan speed.
2. Schedule VAV boxes closed during unoccupied periods, causing the duct pressure to rise, and the fans to slow down to maintain setpoint.
3. Locate the duct pressure sensor near the end of the main supply duct. This will provide maximum sensitivity to flow changes, and will ensure downstream areas have sufficient static pressure to maintain desired air volumes.

Static Pressure Setpoint Adjustment

1. Modify the duct static pressure setpoint based on VAV damper position. The setpoint shall be lowered until a single VAV damper reaches 100% open. The VAV damper actuator control signal can be used to identify damper position.

Minimize Return Fan Power

1. Maintain a constant static pressure in each return duct by varying the return fan speed.
2. Modulate return fan speed to maintain a constant duct static pressure, similar to supply fan control.

3. Locate the return duct static pressure sensors near the end of the return duct.
4. Match the volume on the return side to the supply, minus an adjustable differential

Zone VAV Control – Supply Boxes

1. Open zone reheat coil modulating control valves to increase zone temperature. Close to decrease temperature.
2. Modulate VAV damper to maintain total air flow at setpoint.
3. Schedule VAV dampers to close (this can be fully closed, or minimum air exchange depending on time of day or schedule) during unoccupied periods.

Minimize Reheat (Supply Air Reset)

1. A higher main air handler supply air temperature setpoint results in savings by lower reheat and cooling energy. This setpoint is determined by the temperature that the warmest zone requires (given a fixed air volume) to maintain setpoint.
2. Option: Set a Maximum and a Minimum limit on occupied air volume setpoints for each VAV box. The minimum limit shall be the minimum required to meet code. The maximum can be some percentage higher than this (e.g. 20% higher air volume).
3. Option: Increase each VAV air volume setpoint (up to the Maximum) to maintain the most closed coil valve at 5% open. This will allow higher air volumes to those zones that need the least heat. This, in turn, will allow a higher air handler supply air temperature setpoint.
4. Option: The air handler supply air temperature setpoint should be reset to maintain the least open coil valve at 0%.

Air-Side Free Cooling

1. Control free cooling based on outdoor air Dry Bulb switchover.

Supply Air Temperature Setpoint

1. Set the supply air temperature setpoint as high as possible to maximize free cooling hours. This will also increase the span between heating and cooling loop switchover

Adjust Supply Air Temperature Setpoint

1. Reset the supply air temperature setpoint upwards until the most closed terminal heating control valve reaches 0%. This should include reheat coils and window air boxes. This may include convectors and radiant panels.

8. Facility Performance Index (FPI)

Johnson Controls FPI tool (Facility Performance Index) will also be added to each of the systems to facilitate the next level of energy efficiency on an ongoing basis. Facility Performance Indexing (FPI) has been designed and developed by Johnson Controls to add significant value to facility organizations, in particular the maintenance and diagnostics associated with major systems, such as chillers, boilers, air handling units, rooftop units, terminal devices and all "controlled" equipment. It provides a practical methodology that allows facility owners and maintenance personnel to understand and obtain immediate feedback on how their equipment is performing and operating in an intuitive "dashboard" display. FPI currently supports real-time commissioning and autonomous major system optimization.

9. Kitchen Hood – Demand Ventilation

Currently the kitchen exhaust fan runs continuously to maintain air movement in the kitchen regardless of activities and cooking requirements of the kitchen. This high level of exhaust air from the kitchen needs to be replaced with expensive conditioned air from the supply air.

Johnson Controls recommends putting in a Melink demand volume control on the exhaust hood. This packaged system takes into account the total requirements for the hood operation and is available for multiple kitchen hood configurations, such as the configuration at Timmins and District Hospital. An optical sensor and load sensor will

be added to each of the four hoods to determine exhaust loading. A new variable speed drive will be added to the unit and controlled according to the cooking requirements of the kitchen. Night mode will also be used to maintain the cooking equipment pilots and the critical information will be fed back to the Building Automation System.

10. Sterilizer Water Saver

The existing Sterilizers use city water for cooling when the sterilizers are in operation. Johnson Controls recommends adding a water saving units to each of the four (4) of the main sterilizers. Water savers safely reduce the water requirements associated with domestic water cooling. These units can save 50 to 70% on the water usage in a sterilizer. This is especially important with the rapidly increasing cost of water and sewer charges.

11. Power Factor Correction

The hospital is currently continuously running a low power factor. Power factor refers to the amount of useable energy, in demand (KW), divided by the total power provided Kilovolt amps or KVAR. Lightly loaded large inductive loads, usually motors contribute to a low power factor. The chart below shows the details from the utility bills during the base year over 12 months. Typically the load runs in the mid 80% range. Hydro has a penalty built into their rate structure that assesses a charge for anything below 90% Power Factor.

As can be seen from the chart below, the shoulder season (Spring/Fall) has the lowest power factor levels. During the winter peak the amount of correction required is in the 120 to 150 kvar range and during the cooling season that doubles to almost 400 kvar.

Month	KW	KVA	Correction Required for 90% Pf	Penalty	Power Factor Level
Jan-07	1,219	1,414	126	$604	86.21%
Feb-07	1,213	1,412	135	$651	85.91%
Mar-07	1,197	1,400	146	$709	85.50%
Apr-07	1,497	1,829	326	$1,679	81.85%
May-07	1,978	2,359	327	$1,634	83.85%
Jun-07	2,143	2,554	352	$1,752	83.91%
Jul-07	2,353	2,759	301	$1,465	85.28%
Aug-07	2,310	2,706	291	$1,412	85.37%
Sep-07	2,188	2,620	382	$1,914	83.51%
Oct-07	1,756	2,153	395	$2,046	81.56%
Nov-07	1,216	1,419	142	$688	85.69%
Dec-07	1,213	1,418	147	$712	85.54%

Johnson Controls is targeting to adjust the power factor level to above the 90% minimum. This will be done with a combination of VFD's on main motors and the addition of capacitors to the appropriate transformers. Johnson Controls recommends adding auto correction capacitors complete with harmonic filters. Two (2) 250 kvar units will be required, with one going on each of the main feeds.

12. Dialysis Metering and Savings Potential

Johnson Controls has been made a number of recommendations for the new Dialysis expansion that could provide the hospital with energy efficiency and savings in Dialysis that match's the energy initiative in the main building. In designing the components of our energy initiative we have included capacity in our efficiency improvements so the improvements will effectively serve the Dialysis expansion.

Dialysis Savings Potential:

1. Design the base building lighting to match the retrofit
2. Add speed drives to the air handling unit for effective efficient night setback control
3. Run the reheat and heating terminal units off the new hot water boiler plant
4. Provide variable flow pumping and (2) way valve control for pump savings

5. Run the humidification system from the new steam boiler plant instead of using electric humidification
6. Resize the power factor correction to incorporate the Dialysis area
7. Provide DDC control of Volume boxes to match the control strategies with the rest of the facility
8. Include FPI Facility Performance Indexing for Dialysis equipment for real time continuous commissioning of control loops
9. Include sub metering for Dialysis for separate monitoring of savings

Johnson Controls has prorated the savings based on the Dialysis area as compared to the rest of the facility and projected the future savings based on the guaranteed outcome of the measures done in this energy initiative.

Johnson Controls will endeavour to work with the hospital and the redevelopment team to make the Dialysis expansion as energy efficient or better than the base building.

13. Building Pressurization

Timmins and District Hospital currently has a significant pressurization issue throughout the facility. As the building design is 'open concept' and the majority of the areas are connected through a long 3 story atrium, the entire facility is prone to a pressurization problem as currently configured. The results of this situation are most evident at the (2) main atrium entrances, however, the effects can also be observed through the (10) stairwell exits throughout the facility.

The main entrance vestibule area has two (2) sets of sliding double doors (one (1) set street side and one (1) set to enter the hospital). Upon entering the facility a blast of air can often be felt when the street side entrance doors are open. It is common for the hospital side sliding doors to be open while the entrance doors are also open, exposing the entire atrium as air moves through the opening.

At the rear entrance of the hospital one side of the double doors are left closed while the other swinging door opens through an automated door closer. Again it is common for the vestibule and entrance doors to be open at the same time, however, with this type of door the air pressure tends to resist and has sufficient force at times to hold the doors partially open.

A similar situation can occur at the stairwell exits since they are also swinging doors. The building is pressurized to such an extent that air moves through the stairwell isolation doors and the exit doors with sufficient force to hold them open at times.

Upon investigation Johnson Controls made the following observations:

1. The pressurization situation is worse during free cooling mode (fresh air dampers 100% open) on the air handlers
2. The situation seems to improve after shutdown of Materials Management and Laundry Systems
3. The direction of the wind has an impact on which exit has more of a pressure problem
4. Running the Promenade smoke exhaust (18,500 cfm * 2) helped the situation but did not create a negative pressure in the atrium
5. The winter season seems to create higher pressurization issues
6. We measured .05 to .1 inches of static at the back door and .04 to .05 at the front entrance
7. We measured 21,000 cfm out the back door and 14,700 cfm out the front on Aug 26th when the vestibule and exit doors where held opened
8. There are reports of infiltration (incoming) air at Material Management when the shipping doors are open
9. The return fans are significantly smaller than on the supply side and the supply side are higher pressure units
10. Supply and Return louvers are cut out from the siding. They are not proper louvers and appear to be high pressure drop
11. Some areas seem to be over ventilated and beyond code requirements

Potential solutions to the problem:

1. Different Louvers on the return side
2. Re balancing the return side
3. Larger motors and more power on the return side (will require a base year adjustment)
4. Changes in door operation or configuration
5. Revolving doors (optional see item 14 below)

Johnson Controls has included the following items in the project to assist in correcting the air pressurization problem, which Johnson Controls warrants will result in a measurable improvement in reducing the air pressurization problem:

1. Larger motors on return fans with new sheaves, belts and pulleys
2. Air Balancing of the return fans
3. Variable speed drives on all the main supply and return fans
4. DDC control of boxes for dynamic operation and adjustment
5. New stronger door closers for the (10) stairwells that are problematic

14. Building Pressurization – Revolving Doors (Optional)

As an optional measure to correct air pressurization Johnson Controls recommends installing high quality fully automated revolving doors. Two (2), three (3) Wing 12ft doors installed at the front and rear entrance would permit disabled access and cover all required safety codes while controlling air ex-filtration.

15. Medical Waste – (Optional)

In conjunction with our partner Environmental Research Associates (ERA) Johnson Controls completed a detailed "hands on" waste stream assessment at TADH with focus in the following areas:

- Waste handling operations
- Recycling
- On-site waste treatment
- Off-site waste hauling
- Waste handling supplies
- Linen replacement
- Medical/Surgical supplies
- Over-compliance
- Waste reduction

Full details of this assessment are included in Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project".

Dated 5 Dec. 2008

CUSTOMER:

Signature: Esko J. Vainio

Printed Name: ESKO J. VAINIO

Title: President & CEO

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Signature: _____

Printed Name: _____

Title: _____

ASSURED PERFORMANCE GUARANTEE SCHEDULE

1. **DEFINITIONS.** The following terms are defined for purposes of this Schedule as follows:

Project Benefits are the Measured savings, cost avoidance &/or Billable Usage increases that occur in the Guarantee Term plus the Non-Measured savings, cost avoidance &/or Billable Usage increases achieved for that year as set forth in paragraph 3, Reconciliation, of this Schedule, as a direct result of the measures.

Annual Guaranteed Project Benefits are the portion of the Total Guaranteed Project Benefits to be achieved in any one year of the Guarantee Term, calculated and adjusted as set forth in this Schedule.

Annual Project Benefits are the Project Benefits achieved for any one year of this Agreement.

Project Benefits Surplus is the amount by which the Annual Project Benefits exceed the Annual Guaranteed Project Benefits in any one-year of the Guarantee Term. For greater certainty, Project Benefits Surplus shall be determined annually on a whole building approach for all of the facilities and measures collectively under this Agreement.

Project Benefits Shortfall is the amount by which the Annual Guaranteed Project Benefits exceeds the Annual Project Benefits in any one-year of the Guarantee Term. For greater certainty, Project Benefits Shortfall shall be determined annually on a whole building approach for all of the facilities and measures collectively.

Guarantee Term is the term of this Assured Performance Guarantee. As outlined in paragraph 2 of this Agreement, the Guarantee Term shall coincide with the term of Services and shall be 96 months from the Substantial Completion Date, unless terminated earlier.

Installation Period means the period between the Commencement Date and the first day of the month following the Substantial Completion Date. For purposes of the annual reconciliation, Project Benefits achieved during the Installation Period shall be considered Project Benefits achieved during the first year of the Guarantee Term.

Measured Project Benefits are achieved and calculated as set forth in paragraph 3, Reconciliation, of this Schedule.

Non-Measured Project Benefits are the Project Benefits that have been agreed by the parties will be deemed achieved on the Substantial Completion Date and are set forth in Exhibit 2 of this Schedule. JCLP and the Customer agree that Non-Measured Project Benefits may include, but are not limited to, future capital or operational costs avoided as a result of this Agreement.

Billable Usage Increases are the incremental increases in billable usage that occur as a result of guaranteed meter efficiency improvements as calculated in (Schedule 2, Exhibit 6) pursuant to billing information as provided by the Customer.

Total Guaranteed Project Benefits are the Total Guaranteed Project Benefits to be achieved during the entire Guarantee Term, calculated and adjusted as set forth in this Schedule.

Total Project Benefits are the Project Benefits achieved during the entire term of this Agreement.

Equipment is the product(s) installed by JCLP, its subcontractors and/or its agents as outlined in Schedule 1 (Scope of Work).

Service is the scope of work provided by JCLP, its subcontractors and/or its agents as outlined in Schedule 3 (Service Schedule).

Baseline is the mutually agreed upon calculated figures and/or usage amounts that reflect existing conditions and assumptions as set forth in Schedule 2, Exhibit 6.

2. **GUARANTEE.** Subject to the terms and conditions of this Agreement, JCLP guarantees that the Customer will achieve **$6,161,660** of Total Guarantee Project Benefits during the Term of the Agreement.

If the Customer chooses to not enter into a service agreement to maintain the equipment and software responsible for generating the Project Benefits to manufacturer specifications, no performance guarantee beyond the one-year warranty period specified in Section 6 of the Agreement will be honored, regardless of project performance.

A Services Schedule (Schedule 3, Exhibit 1) that contains only measurement and verification activities will not meet this service agreement requirement, will not be considered as meeting the service requirement for maintaining the performance level of the equipment installed, and will not encumber JCLP with a guarantee of Project Benefits past the one-year warranty period specified in Section 6 of the Agreement. In addition, Section 5 of this Assured Performance Guarantee Schedule will not apply if a service agreement to maintain the equipment and software responsible for generating the Project Benefits, as described above, is not part of the Agreement.

3. **RECONCILIATION.** Within 60 days after the Substantial Completion Date, or earlier if otherwise specified in this Performance Contract, JCLP will calculate the Project Benefits achieved during the Installation Period and advise the Customer of the amount of such Project Benefits. The frequency and the methods of reconciliation to be used during the Guarantee Term have been approved by the Customer at the time that this Agreement was executed and are defined in the Exhibits attached to this Schedule, and the calculation shall be subject to verification and audit by the Customer's Energy Consultant, as required by the Customer, at the Customer's sole cost. Except by mutual agreement of the parties, no changes to the frequency or methods of reconciliation may be made during the Guarantee Term; but, if a utility providing energy to the Customer modifies its method of billing during the Guarantee Term, or if the Customer changes its utility suppliers or method of purchasing, JCLP may, at its option, and with the approval of the Customer, adjust the reconciliation methods to methods appropriate to the utility's revised method of billing.

   Customer agrees and acknowledges that JCLP shall not be responsible for the achievement of Non-Measured Project Benefits, as the actual realization of those Non-Measured Project Benefits is not within JCLP's control. Customer acknowledges that it has evaluated sufficient information to believe that the Non-Measured Project Benefits will occur. As a result, Non-Measured Project Benefits shall not be measured or monitored at any time during the Guarantee Term, but rather shall be deemed achieved on the Substantial Completion Date.

4. **CHANGES IN USE.** The Customer agrees to notify JCLP, within thirty (30) days, of any actual change, whether before or during the Guarantee Term, in the use of any facility or equipment to which this Schedule applies, or of any other condition arising before or during the Guarantee Term, that reasonably could be expected to change the amount of Project Benefits to which this Schedule applies. Such a change or condition would include, but is not limited to: changes in the primary use of any facility; changes to the hours of operation of any facility; changes or modifications to the Equipment or Services provided under this Agreement; failure of the premises to meet local building codes; changes in utility suppliers, method of utility billing, or method of utility purchasing; improper maintenance of the Equipment or of any related equipment other than by JCLP; changes to the equipment or to any facility required by changes to local building codes; or additions or deletions of equipment at any facility. Such a change or condition need not be identified in the Base Line in order to permit JCLP to make an adjustment. If JCLP does not receive the notice within the time period specified above and travels to either the Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCLP, in addition to any other amounts due under this Performance Contract, the applicable current hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable out-of pocket expenses, including travel costs. It shall also be the responsibility of the Customer to provide and install sub meters on all utilities on all new construction and/or additions in excess of 8,000 square feet as deemed necessary by JCLP.

   Upon receipt of such notice, or if JCLP independently learns of any such change or condition, JCLP shall calculate and send to the Customer a notice of proposed adjustment to the Base Line to reflect the impact of such change or condition, and the Customer and JCLP shall agree on a reasonable adjustment to take effect as of the date that the change or condition first arose. Should the Customer fail to provide JCLP with notice of any such change or condition, JCLP may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be subject to the approval of the Customer.

5. **PROJECT BENEFIT SURPLUSES OR SHORTFALLS.** If the Annual Project Benefits during a specific year of the Guarantee Term, plus amounts credited from surpluses in the Installation Period and earlier years of the Guarantee Term, are less than the Annual Guaranteed Project Benefits for that year, JCLP may apply the difference against any unpaid balances from the Customer then existing under the Agreement. If there are any remaining amounts, JCLP may, where permitted by law, (a) carry over the difference to the next year of the Performance Contract so as to increase the Annual Guaranteed Project Benefits in that year or (b) at the Customer's written election, pay the Customer any remaining Project Benefit shortfalls, which payment shall be made by JCLP to the Customer within 60 days of the Customer's written request, however JCLP reserves the right to bill Customer for these Project Benefit shortfall payments should subsequent years of the Agreement yield Project Benefit surpluses. Upon the mutual agreement of the parties, JCLP may also provide additional products or services, in the value of the shortfall, at no additional cost to the Customer. Where Project Benefit shortfalls have occurred, JCLP reserves the right, subject to the approval of the Customer, which shall not be unreasonably withheld, to implement additional operational improvements or conservation measures, at no cost to the Customer that will generate additional Project Benefits in future years of the Guarantee Term. Such payment or credit shall be the sole and exclusive remedy of the Customer for any failure by JCLP to achieve guaranteed Project Benefits under this Agreement, including any alleged breach of any other express or implied warranty of Project Benefits. JCLP may credit any Project Benefit Surplus, in whole or in part, toward the Annual Guaranteed Project Benefits in year of the Guarantee Term and/or as provided on Schedule 2 - Exhibit 1.

The following Exhibits are attached and made part of this Schedule:

Exhibit 1	Annual Reconciliation & Guaranteed Project Benefit Allocation
Exhibit 2	Non-Measured Project Benefits
Exhibit 3	Responsibilities of JCLP and Customer
Exhibit 4	Unit Utility Rates and Costs
Exhibit 5	Primary Operations Schedules Pre & Post Retrofit
Exhibit 6	Calculation of Base Line and Project Benefits

Sales person must check the Option below that has been selected and approved for this Project.

- ☐ FEMP or IPMVP Option A
- ☐ FEMP or IPMVP Option B
- ☒ FEMP or IPMVP Option C
- ☐ FEMP or IPMVP Option D

Exhibit 7a Pre-Retrofit Monthly Usage – Baseline (s)

ANNUAL RECONCILIATION & GUARANTEED PROJECT BENEFIT ALLOCATION

As additional compensation under this Performance Contract, JCLP shall receive ___0.0%___ percentage of any Utility Cost Avoidance when avoidance is greater than the amount identified below in each year of the Term.

Within sixty (60) days after the anniversary of the Substantial Completion Date, or earlier if otherwise specified in this Performance Contract, JCLP shall calculate the Utility Cost Avoidance, and if the actual Utility Cost Avoidance is greater than the amount identified below in each year of the term is achieved the Customer will be advised and billed for the set percentage of the amount of such excess Utility Cost Avoidance. Within thirty (30) days of being advised of the calculation and billed, the Customer shall pay JCLP the specified percentage of the excess avoidance as billed.

Year	Option C Utility Cost Avoidance	Non Measured Operations & Maintenance Cost Avoidance	Non Measured Capital Cost Avoidance	Non Measured Dialysis Expansion Future Savings	Non Measured Water Savings	Total Guaranteed Project Benefits
Implementation	$	$	$631,000	$	$	$631,000
1	$460,809	$187,698	$	$14,189	$8,775	$671,470
2	$480,532	$193,329	$	$14,615	$9,038	$697,513
3	$501,096	$199,128	$	$15,053	$9,309	$724,587
4	$522,537	$205,102	$	$15,505	$9,588	$752,732
5	$544,891	$211,255	$	$15,970	$9,876	$781,992
6	$568,198	$217,593	$	$16,449	$10,172	$812,411
7	$592,497	$224,121	$	$16,942	$10,477	$844,037
8	$617,831	$230,844	$	$17,451	$10,792	$876,918
Totals	**$4,288,391**	**$1,669,070**	**$631,000**	**$126,172**	**$78,026**	**$6,161,660**

CUSTOMER:

Initials:_____

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Initials:_____

Non-Measured Project Benefits

The Project Benefits identified below shall be Non-Measured Project Benefits (as defined above) under this Schedule. The amount of the Non-Measured Project Benefits shall be deemed to increase during each year of the Guarantee Term by the escalation percentages set forth below.

Source of Non-Measured Project Benefits	First Year Project Benefits	Escalation
Sterilizers Water Conservation Kit	$8,775	3.0%
Dialysis Expansion Future Savings	$14,189	3.0%
Boiler Capital Cost Avoided	$631,000	One Time
Operational Savings	$187,698	3.0%
TOTAL NON-MEASURED PROJECT BENEFITS		

Dated , 200

CUSTOMER:

Signature:

Printed Name: Tim Rockquitz
Title: Manager Material S/Biomed

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Signature:

Printed Name:
Title:

Responsibilities of JCLP and Customer

This Exhibit details the individual responsibilities of JCLP and of the Customer, not otherwise set forth in this Performance Contract, in connection with the implementation, management and administration of the Assured Performance Guarantee.

For JCLP

- JCLP shall hold regular meetings during the construction and installation of the Work which shall be attended by a representative of Customer. The purpose of such meetings is to review the status of the Work and to review the development of the designs for the Work to ensure a smooth design process and to ensure that the Work is developed efficiently. JCLP shall assist Customer in reviewing the intent of each portion of the Work with various user groups at the facilities. JCLP shall prepare and provide Customer, for its approval, with minutes of all such meetings.
- JCLP acknowledges the Customer will engage an Energy Consultant ("Customer's Energy Consultant") to review and monitor the Work from time to time, on the Customer's behalf, throughout project implementation, start-up and commissioning of the applicable measures and ongoing Measurement and Verification. JCLP warrants working diligently with the Customer and Customer's Energy Consultant throughout the processes as set forth in this Agreement.
- Design: JCLP will provide Customer with appropriate sketches, drawings, specifications, proposals, schedules and other information and documentation for approval by Customer. The major equipment incorporated into each measure shall be subject to consultation with and approval of the Customer, provided that JCLP shall ensure that the measures and the Equipment incorporated therein are not subject to proprietary rights or restrictions which would prevent or inhibit the Customer from utilizing other suppliers or service providers to operate, modify or supplement the measures.
- Design: The drawings and specifications will be prepared according to the forms ordinarily used by JCLP. One set of drawings will be provided to the Customer in CAD provided that the Customer provides the base building drawings in CAD. The identification and folding of drawings and compilation of specifications will be according to the standards of JCLP. All the original drawings, specifications, computer software and documents prepared through the efforts of agents and technical personnel of JCLP remain the property of JCLP or its suppliers. One (1) duplicate set will be provided to Customer upon completion of the Work or termination of this Agreement.
- JCLP shall assign a project manager to manage and oversee installation of the measures.
- JCLP shall prepare and provision of two (2) hard copies and, to the extent available, one (1) electronic copy of any project manuals and as built drawings of mechanical and electrical systems related to the Work.
- Construction: Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code of Canada, National Fire Code of Canada, ASHRAE; IES; Ontario Building Code Regulations; Barrier Free Design CAN/CSA B651, and all governmental authorities having jurisdiction at the facilities, unless otherwise specified. Products which are not specified shall be of a quality consistent with those similar products specified.
- Construction: All equipment and materials removed by JCLP from the building or facilities in the course of performing the Work shall be placed in the appropriate disposal and/or recycling bins in such manner and in such location to be approved by the Customer. JCLP shall remove and dispose of all such equipment and materials, as part of the Contract Price, provided that the Customer shall have the option of directing the removal of such equipment and materials so as to maximize any salvage value which shall accrue to the Customer.
- Training: JCLP and the Customer agree that JCLP shall provide, as part of the price set out in Schedule 4, all training (including computer training and review of the operation and maintenance manuals and procedures pertaining to the Equipment) of the Customer's employees and agents, all as requested by the Customer to ensure the proper operation of the Work from and after the Substantial Completion Date.
- Provide within 60-90 days at the end of each quarter or reporting year a report updating energy savings.
- Notify Timmins and District Hospital of any identified issues or concerns as a result of interrogating the system on-site and/or remotely.
- In the event that the performance of the measures falls short of projections, to investigate the cause and, if determined to be a Customer cause, to issue a notice of irregularity indicating to Customer what action must be completed by the Customer within a reasonable time period agreed to by both parties. In such instance, JCLP

shall be given an equitable adjustment in Payment Terms, the Substantial Completion Date and the Assured Performance Guarantee. If determined to be a JCLP cause, to implement corrective action to improve performance of the measures within five (5) Business Days or such other reasonable time agreed to by both parties.

- Advise Customer of any operational changes or improvements that could further increase energy savings.
- Document any regular maintenance and/or service work being performed by JCLP.
- Shall work with Customer to maintain a comfortable working environment for staff and patients.
- Shall inform Customer of any required changes to equipment operating parameters in order to maintain or improve guaranteed savings, and shall obtain approval from the Customer Facility Operations Manager before proceeding with any changes outside of any set parameters.

For Customer

- Customer is to supply and maintain Ethernet connections and/or phone lines to be used for remote interrogation of the control systems.
- Provide all utility information requested by JCLP in a timely manner. This will include actual copies of all information from Baseline periods to present for further baseline validation and verification.
- Notify JCLP within a reasonable time of any significant operational changes being done at the facility.
- Provide JCLP records of regular maintenance and/or service work being performed on any equipment requested by JCLP.
- All energy performance equipment is to be serviced as per the operating manuals provided by JCLP and accepted by the Customer. This includes: existing or new HVAC equipment including all Air Handling Units, return fans, exhaust fans, digital & pneumatic control systems, steam traps, variable speed drives, motors, and Pumps, boilers and Chillers.
- All control systems are to be maintained in good working order as per the operating manuals provided by JCLP and accepted by the Customer.
- Inform JCLP of any significant renovation or equipment installation that will affect energy consumption in the facility.
- Inform JCLP of any significant changes to staff/patient levels, space usage, number of visitors, number of electronic equipment that could reasonably be assumed by Timmins and District Hospital to impact energy consumption in the facility.
- Provide JCLP with all reasonably necessary access to Customer utility information to enable a calculation of savings hereunder.
- Maintenance and downtime logs will be provided for all equipment that is a part of this project.

CUSTOMER:

Initials:_____

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Initials: _____

Unit Utility Rates and Costs

The unit energy costs by month for Base year of the Guarantee are set forth below as a Base Cost and shall be used for all calculations made under this Schedule. If in the future the actual cost exceeds the base unit escalation cost the actual cost will be used to calculate the customer benefits.

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Electric Peak & Off Peak	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh	$0.050 /kWh
Electric Peak kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh	$0.062 /kWh
Electric Off Peak kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh	$0.038 /kWh
Demand	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW	$11.26 /kW
Blended all in kWh with Demand	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh	$0.0881 /kWh
Gas	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3	$0.375 /m3
Water	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3	$1.88 /m3

% Annual Energy Costs Increase

The following table identifies the percentage increases that will be made to the amounts in the table for each succeeding year of the Guarantee.

Year	Electric	Demand	Gas	Water			
1	3.0%	3.0%	5.0%	3.0%			
2	3.0%	3.0%	5.0%	3.0%			
3	3.0%	3.0%	5.0%	3.0%			
4	3.0%	3.0%	5.0%	3.0%			
5	3.0%	3.0%	5.0%	3.0%			
6	3.0%	3.0%	5.0%	3.0%			
7	3.0%	3.0%	5.0%	3.0%			
8	3.0%	3.0%	5.0%	3.0%			
9	3.0%	3.0%	5.0%	3.0%			
10	3.0%	3.0%	5.0%	3.0%			

CHANGES IN CUSTOMER DELIVERED UTILITY RATES. Should the Customer implement rate changes for any utility that was used to calculate the Total Guaranteed Project Benefits outlined in schedule 2 of this Performance Contract, JCLP reserves the right to recalculate such Total Guaranteed Project Benefits accordingly. Customer agrees to notify JCLP as soon as possible, but no later than thirty (30) days prior to implementing such utility rate changes. Upon receipt of such notice, JCLP shall calculate and send to Customer a notice of adjustment to the Total Guaranteed Project Benefits to reflect the impact of such utility rate change, and the adjustment, subject to the approval of the Customer, shall become effective as of the effective date of the utility rate change.

CUSTOMER DELIVERED UTILITY RATE ESCALATIONS. Where this Performance Contract identifies increases to Total Guaranteed Project Benefits due to escalations in Customer delivered utility rates, these rate changes shall be deemed a mutually agreed upon increase to the Total Guaranteed Project Benefits and be included in the calculations of such Total Guaranteed Project Benefits as provided in this Performance Contract. Customer acknowledges and agrees that the utility rate escalations described herein are reasonable, and it shall use best efforts to implement such adjustments to its utility rates so that the adjusted rates become effective at the times set forth herein.

If at any time while the Assured Performance Guarantee is in effect, the Customer determines not to or is unable to implement the utility rate escalations described herein (whether as to amount or timing of such escalations), JCLP shall calculate and send to the Customer a notice of proposed adjustment to the Total Guaranteed Project Benefits to reflect the impact of not implementing the utility rate escalations described herein. Subject to agreement by the Customer, the effective date of the adjusted Total Guaranteed Project Benefits shall be the date the escalation(s) would have become effective.

CUSTOMER:

Initials: T. L.

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Initials: _____

Primary Operations Schedules Pre & Post Retrofit

Pre-Retrofit Facility/area

						SUMMER								WINTER			
ID	Name	Location	Type (S/R/E)	Schedule	e Confirm	06-16 WD Dy	16-22 WD Ev	22-06 WD Nt	06-16 WE Dy	16-22 WE Ev	22-06 WE Nt	06-16 WD Dy	16-22 WD Ev	22-06 WD Nt	06-16 WE Dy	16-22 WE Ev	22-06 WE Nt
F-1	I.C.U. SUPPLY	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-2	I.C.U. RETURN	PENTHOUSE	R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-3	EMERG SUPPLY	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-4	EMERG EXHAUST	PENTHOUSE	R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-5	KITCHEN SUPPLY	PENTHOUSE	S	0430-2000 (M-Su) 24/7 in Winter	said off o	ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-6	KITCHEN EXHAUST	PENT. ROOF	E			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-7	DIAGNOSTIC SUPPLY	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-8	DIAGNOSTIC RETURN	PENTHOUSE	R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-9	O.R. SUPPLY	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-10	O.R. EXHAUST	PENTHOUSE	E			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-11	REHABILITATION SUP	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-12	REHABILITATION RET	PENTHOUSE	R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-13	OBSTETRIC SUPPLY	PENTHOUSE	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-14	OBSTETRIC RETURN	PENTHOUSE	R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-17	POOL SUPPLY	PENTHOUSE	S	0500-2100 (M-Su), 24/7 in Winter	said off o	ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-18	POOL RETURN	PENTHOUSE	R			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-19	LABORATORY SUPPLY	ROOF	S/R	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
	LAB RETURN		R			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-20	LAUNDRY SUPPLY	ROOF	S	1600 (M-F), 0400-1500 (Sa-Su), 24/7 in Winter		ON	OFF	OFF	ON	OFF	OFF	ON	ON	ON	ON	ON	ON
F-21	LAUNDRY EXHAUST	ROOF	E			ON	OFF	OFF	ON	OFF	OFF	ON	ON	ON	ON	ON	ON
F-22	M.M. SUPPLY	ROOF	S/R	0600-1600 (M-F), 24/7 in Winter	ied - off o	ON	OFF	OFF	OFF	OFF	OFF	ON	ON	ON	ON	ON	ON
	MM RETURN		R			ON	OFF	OFF	OFF	OFF	OFF	ON	ON	ON	ON	ON	ON
F-23	S.P.D. SUPPLY	ROOF	S	0600-2200 (M-Su), 24/7 in Winter		ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-24	S.P.D. RETURN	ROOF	R			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-25	BLOCK A-1 SUPPLY	ROOF	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-26	BLOCK A-1 EXHAUST	ROOF	E			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-27	BLOCK A-2 SUPPLY	ROOF	S	0600-1900 (M-Su)	edule, diffi	ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-28	BLOCK A-2 RETURN	ROOF	R			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-29	BLOCK B-1 SUPPLY	ROOF	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-30	BLOCK B-1 EXHAUST	ROOF	E			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-31	BLOCK B-2 SUPPLY	ROOF	S	0500-2300 (M-Su)	From BAS	ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-32	BLOCK B-2 RETURN	ROOF	R			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-33	BLOCK C-1 SUPPLY	ROOF	S	0500-2100 (M-Su)		ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-34	BLOCK C-1 RETURN	ROOF	R			ON	ON	OFF	ON	ON	OFF	ON	ON	ON	ON	ON	ON
F-35	BLOCK C-2 SUPPLY	ROOF	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-36	BLOCK C-2 EXHAUST	ROOF	E			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-37	ELECT. RM EXHAUST	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-38	ELECT. RM EXHAUST	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-39	BLOCK D-1 SUPPLY	ROOF	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-40	BLOCK D-1 EXHAUST	ROOF	E			ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-41	FUME HOOD EXHAUST	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-42	SAFETY HOOD EXH	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-48	DRYER EXHAUST	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-51	KITCHEN EXHAUST	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-52	PHOTO EQUIPT EXH	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-53	DELETED		E														
F-54	STERILIZERS EXHAUST	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-55	AUTOPSY ROOM EXH	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-56	WELDING EXHAUST	PENTHOUSE	E	Manual		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-57	PAINT ROOM EXHAUST	PENTHOUSE	E	Manual		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT

ID	Name	Location	Type (S/R/E)	Schedule	e Confirr	WD Dy	WD Ev	WD Nt	WE Dy	WE Ev	WE Nt	WD Dy	WD Ev	WD Nt	WE Dy	WE Ev	WE Nt
F-58	GENERAL EXHAUST	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-59	PENTHOUSE EXHAUST	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-60	PENTHOUSE EXHAUST	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-63	DELETED (Outside SR Vent)																
F-64	ELEV. MACHINE RM	ROOM 1584	S/R	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-65	ELEV. MACHINE RM	ROOM 1658	S/R	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-66	ELEV. MACHINE RM	ROOM L326	S/R	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-67	DELETED (Switch Gear Room)																
F-68	OIL PUMP RM VENT	ROOM L001	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-69	FLAM. STORAGE EXH	ROOM	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-70	VESTIBULE PRESSU.	L204	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-71	VESTIBULE PRESSU.	PENTHOUSE	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-72	VESTIBULE PRESSU.	PENTHOUSE	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-73	VESTIBULE PRESSU.	PENTHOUSE	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-74	PROM. SMOKE EXH	ROOF	E	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-75	PROM. SMOKE EXH	ROOF	E	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-82	WATER CLOSET EXH	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-83	BOILER ROOM SUP	BOILER RM	S	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-85	CHILLER AREA EXH	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-88	CHILLER AREA EXH	PENTHOUSE	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-89	WASHROOMS EXH	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-90	HOT LAB EXHAUST (Pharmacy?)	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-91	CHEMOTHERAPY EXH	PENTHOUSE	E	Off		OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
F-92	WORK ROOM FUME (Pharmacy)	PENTHOUSE	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-93	WORK ROOM FUME	PENTHOUSE	E	?		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-94	ETO EXHAUST	PENTHOUSE	E	Manual		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-95	VESTIBULE PRESSU.	ROOM 3303	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-96	VESTIBULE PRESSU.	ROOM 3203	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-97	VESTIBULE PRESSU.	ROOM 2750	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-98	VESTIBULE PRESSU.	ROOM 3242A	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-99	VESTIBULE PRESSU.	ROOM 2703	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-100	VESTIBULE PRESSU.	ROOM 3306	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-101	VESTIBULE PRESSU.	ROOM 1404	S	On Fire Only		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-102	MECH. ROOM VENT.	ROOM L223	E	T-Stat		INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT	INT
F-103	GAS STORAGE EXH	ROOF	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-104	WASHROOMS EXH	ROOF	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-105	DIESEL ROOM EXH	DIESEL RM	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-106	AMBULANCE EXH	ROOF	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
F-107	POOL EQUIPT. EXH	POOL EQUIP	E	24/7		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON

Occupied room temperature during heating season: 21 to 23 degrees F
Heating season is October to May
Occupied room temperature during cooling season: 22 to 24 degrees F
Cooling season is June to September.

Post-Retrofit Facility/area

	HVAC General Day Time		HVAC – Off Hours	
	Time On	Time On	Time On	Time Off
Monday	700	700	By Occupancy	By Occupancy
Tuesday	700	700	By Occupancy	By Occupancy
Wednesday	700	700	By Occupancy	By Occupancy
Thursday	700	700	By Occupancy	By Occupancy
Friday	700	700	By Occupancy	By Occupancy
Saturday	700	700	By Occupancy	By Occupancy
Sunday	700	700	By Occupancy	By Occupancy
Holidays	700	700	By Occupancy	By Occupancy

Occupied room temperature during heating season: 21 to 23 degrees F
Heating season is October to May
Occupied room temperature during cooling season: 22 to 24 degrees F
Cooling season is June to September. 23 T.L.C

Fans will be variable control Post retrofit and will be scheduled according to occupancy at the zone boxes as per Attachment 1 – Technical Report October 1, 2008 – "Energy Savings - Infrastructure Improvement Project" Appendix VII

CUSTOMER:

Initials: T.B.

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Initials: _____

FEMP or IPMVP
☐ Option A
Partially Measured Retrofit Isolation

Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an improvement measure was applied, separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements in the pre & post-retrofit installation period.

Partial measurement means that some but not all parameter(s) will be Non-Measured. Careful review of improvement measure design and installation will ensure that Non-Measured values fairly represent the probable actual value. Stipulations will be shown in the M&V Plan along with analysis of the significance of the error they may introduce.

Engineering calculations using short-term pre & post-retrofit measurements and stipulations will be used to calculate Project Benefits which will then be Non-Measured for the life of the contract.

FEMP or IPMVP
☐ Option B
Retrofit Isolation

Project Benefits are determined by field measurement of the energy use of the systems to which the improvement measure was applied, separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre & post-retrofit period of the contract.

Engineering calculations using short term, long-term of continuous pre & post-retrofit measurements will be used to calculate the Project Benefits for the life of the contract.

FEMP or IPMVP
☒ Option C

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of improvement measure, but not individually if more than one is applied to an energy meter. This option determines the collective Project Benefits of all improvement measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Calculation of Base Line and Utility Project Benefits

A. Objectives

In order to accurately assess the effectiveness of a performance contract, it is necessary to be able to make comparisons of pre-retrofit and post-retrofit conditions under similar terms. To do this, Base Lines are established to document pre-retrofit conditions and serve as the basis for post-retrofit analysis. For the purpose of this schedule "Baseline" is defined as a specific period of time and any data, used for, or resulting from, the analysis of that period.

The following methodology will be used to calculate unit Project Benefits:

1. The program applies baseline data for the specified "tuning period" to the regression calculation detailed in B.1.(c) or B.1.(d) below.

2. The program attempts to establish a relationship between utility consumption or demand and the independent variable(s) (e.g. HDD, CDD, User defined1, etc.). Coefficient(s) of consumption per unit will be tuned and documented for variables where such a relationship can be established and will be included as a part of this agreement as Schedule 2 Exhibit 7a.

3. During the post retrofit period the pre-retrofit coefficients and the post retrofit variable data are applied to the regression calculation to adjust for differences in conditions. This projects an adjusted baseline which represents what would have been consumed had no facility improvement measures been implemented.

4. The units saved are equal to this adjusted baseline minus the actual consumption for the billing period. The Adjusted Base Line (described below) referred to in this document is equivalent to the "baseline scenario" in SRC Systems, Inc.'s (now Silicon Energy Inc.'s) Metrix™ utility accounting software program.

The regression analysis methodology used in this agreement is capable of making adjustments for changes in base load, heating degree-days, cooling degree-days, and up to three other variables. The inclusion of any variables will be mutually agreed upon by JCLP and the Customer and supported by regression analysis documentation. In addition, some consumption may be allocated to tuning period modifications if any are defined.

B. Application of Regression Analysis Calculation

1. Definitions

(a) Base Line - The Base Line(s) shown on Schedule 2, Exhibit 7a illustrates the relationship(s) of each utility consumption to independent variables during a representative pre-retrofit tuning period. The Base Line is determined by utilizing the Regression Analysis Calculations defined in sections B.1.(c) and B.1.(d) below and documented on Schedule 2, Exhibit 7a.

(b) Adjusted Base Line - The Adjusted Base Line(s) estimates post-retrofit utility consumption using the same Regression Analysis Calculation as shown on Schedule 2, Exhibit 7a plus any modifications (as described in section B.2.(c)). The Adjusted Base Line represents an estimate of utility consumption had no Facility Improvement Measures been implemented.

(c) Regression Analysis Calculation - Regression Analysis is the means by which the relationship(s) between utility consumption and other variables is determined. The relationships documented on Schedule 2, Exhibit 7a were established using Metrix™. Following is the equation utilized to both establish the Base Line and serve as the basis for post-retrofit analysis:

The inputs and outputs to the equation vary depending on whether the equation is being applied to the pre-retrofit tuning period or the post retrofit tracking period. Once the coefficients B, D_H, D_C, D_1, D_2, D_3 and the base temperatures TB_H, TB_C have been obtained by regression, they remain fixed and are used to derive adjusted meter consumption for all future time periods.

$$E=B^*\Delta t+D_H{}^*HDD(TB_H)+D_C{}^*CDD(TB_C)+D_1{}^*U_1+D_2{}^*U_2+D_3{}^*U_3$$

where:

E = Adjusted Base Line Consumption throughput through meter. During the post retrofit period this value represents what the consumption would have been under current conditions (weather, etc.) had no Facility Improvement Measures (FIMs) been implemented.

B = Base load consumption per unit of time (Utility Units/day), that part of the meter consumption that is independent of (cannot be correlated to) any of the independent variables, including the degree-days. This consumption will be present no matter what the weather conditions or other independent variables are. This fixed value, dependent only on the number of days in the period being evaluated, is determined when defining the Base Line.

Δt = Time interval (days) in analysis period.

D_H, D_C = Coefficients for Heating and Cooling Degree-days (Utility units/deg-day). These fixed values, which are determined when defining the Base Line, define the sensitivity of consumption to changes in weather.

HDD, CDD = Heating and Cooling degree-days (°F-day or °C-day) for the period being analyzed;

TB_H, TB_C = Heating and Cooling degree-day base (or balance point) temperatures (°F or °C) from which the HDD and CDD values are derived. These balance point temperatures represent the outdoor air temperature at which utility consumption or demand begins to react to any further change in outdoor temperature. When outdoor air temperature is equal to balance point temperature heat loss = heat gain.

DI = Coefficients for user defined variable I (I=1,2,3 for any one meter). These coefficients (or relationships) are determined when defining the Base Line.

UI = Value of independent user variable I (I=1,2,3 for any one meter) for the period being analyzed.

A maximum of three optional user defined variables (e.g., occupancy hours, production rates, square footage) can be included in the fit to any one-meter.

(d) Regression Analysis Calculation for Demand - The Metrix™ program treats demand differently than consumption since demand is an instantaneous value and consumption is a value totaled over time. As can be seen in the following calculation, demand is not dependent on the number of days in the billing period. Rather, demand is a function of a fixed base load component and a variable component, which is sensitive to changes in the independent variables. Instead of cumulative degree-days, the regression calculation for demand uses the average temperature difference between the balance point temperature and the average daily temperature. The average temperature difference is calculated by dividing the total DD in the billing period by the # of days in the period as shown in the following equation. The units for the heating and cooling coefficients are kW per DD per day. The equation shows kW as the demand unit but any appropriate demand unit may be used.

$$kW_{base} = Offset\_Coefficient + DD\_Coefficient \times \left(\frac{DD_{per}}{\#Days_{per}}\right)$$

where kW_{base} = kW for the baseline scenario for the current bill period (per)
Offset_Coefficient = the demand value that is not associated to weather
DD_Coefficient = relationship of demand to weather (e.g. kW/DD)
DD(per) = degree days for the current bill period (heating or cooling)
#Days(per) = number of days in the current bill period

2. Base Line Calculations

Following is a summary of how a Base Line is developed:

(a) Select a Tuning Period - The first step in developing a Base Line is to identify a pre-retrofit period of time that is representative of physical and operational conditions within the premises. In Metrix™, this period of time is known as the Tuning Period.

(b) Identify Relationships of Consumption to Independent Variables - The Regression Analysis Calculation shown in section 1(c) or 1(d)) is then applied to each individual utility item during the selected Tuning Period against one or more independent variables. The resultant relationship(s) of utility consumption as a function of time, weather and other independent variable(s) is represented by the Regression Analysis Calculation as shown on Schedule 2 Exhibit 7a.

(c) Modifications to the Base Line

A modification is made up of a # of units to be applied, a time period to apply the units, and a description of why the modification is being applied.

(1) Annual Periodic Modifications. Annual Periodic Modifications are used to adjust the base line consumption for anomalies that occurred during the Tuning Period because of operational procedures or abnormal conditions that occurred. These "out of line" consumption periods cause the regression equation to over or under predict consumption. A modification helps to fit the equation's predicted value to the actual value that occurred during the tuning period. Future consumption can be predicted with a high degree of confidence once the predicted and actual tuning period consumption is matched properly. Annual Periodic Modifications for the Project are identified on Schedule 2, Exhibit 7a.

(2) Additional Modifications. During the term of the Agreement, it may also be necessary to make modifications to the base line, as a result of physical or operational changes within the premises that are beyond the agreed upon conditions as shown on Exhibit 5 of this schedule and as implied by the base line values of any independent user variable as defined in Section B.1.(c) above and documented on Schedule 2, Exhibit 7a.

3. Utility Consumption Project Benefits

For each time period being evaluated, an Adjusted Base Line is calculated by performing the Regression Analysis and applying to it any necessary modifications. This Adjusted Base Line represents the utility consumption that would have occurred if the retrofits had not been implemented. Utility consumption Project Benefits is the difference between the Adjusted Base Line consumption and the actual post-retrofit consumption for the same period.

4. Utility Cost Project Benefits

Utility cost Project Benefits is the result of applying the contract specified minimum utility unit costs to the utility units or the future commodity unit cost if greater than the minimum utility unit cost plus escalation. The method of selecting unit costs is documented on Schedule 2, Exhibit 7a and will be used throughout the term of the agreement to assign costs to the physical units. The following describes the four possible cost calculation methods:

1 - Single Rate - The "single utility rate" method uses the rate modeling capabilities of the Metrix™ program. This method applies the same rate to all of the scenarios within the program. The individual rate parameters are documented on Schedule 2, Exhibit 7a.

2 - Multiple Rate - The "multiple utility rate" method also uses the rate modeling capabilities of the Metrix™ program. This method allows different rates to be attached to the scenarios within the Metrix™ program. This method may be used if Project Benefits are expected from a JCLP initiated rate change. The individual rate parameters are documented on Schedule 2, Exhibit 7a.

3 - Average Cost of Consumption and Average Cost of Demand - The "average cost per unit" method allows the program to calculate Project Benefits using a simpler strategy. Dollar Project Benefits are equal to the physical unit difference between the baseline scenario and the actual scenario (units saved) multiplied by the appropriate unit cost. The appropriate unit cost is equal to the average unit cost for the current billing period or the minimum unit cost as defined on Schedule 2, Exhibit 7a, whichever is greater.

4 - Average Cost of Consumption - The "average cost of consumption" blended method allows the program to calculate Project Benefits using the same strategy as the "average cost per unit" method shown above. The only differences being that the blended method only needs to track consumption, and it combines the consumption and demand costs before calculating the average unit cost. The appropriate unit cost is equal to the average blended unit cost for the current billing period or the minimum unit cost as defined on Schedule 2, Exhibit 7a, whichever is greater.

Total dollar Project Benefits is the sum of the utility cost Project Benefits from each utility type plus any other Project Benefits as identified in attachment(s).

5. Miscellaneous Adjustments

(a) The various obligations and commitments undertaken by JCLP in this Performance Contract are based in part on the assumption that Customer's Facilities are and will remain in full compliance with all applicable building codes, all equipment of Customer will be maintained in proper operating condition, and all equipment of the Customer will be operated in accordance with the terms of this Agreement. In the event JCLP determines or becomes aware that building codes are not being adhered to or that the Customer's equipment is not being maintained in proper operating condition or that the Customers equipment is not being operated in accordance with Exhibit 5, JCLP shall be entitled to make such adjustments as may be necessary to the calculations used to determine energy Project Benefits in order to reflect the effects of non-compliance with building codes and/or improper operating condition of Customer's equipment.

(b) The services performed and Equipment provided by JCLP under this Agreement are intended to operate and be used as a total package to achieve optimum energy efficiency for Customer under this Performance Contract. In the event Customer disables, disconnects, or otherwise ceases to use or overrides any or all service(s) or Equipment provided by JCLP under this Performance Contract, JCLP shall be entitled to make such adjustments, subject to the agreement of the Customer, as may be necessary to the calculations used to determine energy Project Benefits in order to reflect the effects of such action by Customer.

(c) Customer and JCLP acknowledge that the method of billing used by the applicable utility providing the energy source may be modified or subject to variation during the term of this Performance Contract. In such event, the calculations used to determine energy Project Benefits shall be subject to such adjustments as necessary and mutually agreed to equate the modified or varied method of billing to the method in effect at the time the relevant billing variables were incorporated into this Performance Contract.

FEMP or IPMVP
☐ Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all improvement measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Project Benefits attributable to each improvement measure within a multiple improvement measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Option A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Pre-Retrofit Monthly Usage – Baseline(s)

Meter Tuning Contract

Project: Timmins DH | **Site: TDH** | **Area: TDH**
Meter: Electricity | **Unit: Qty 24hrs (kWh)** | **Account: 17220-09217**

From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
01/01/2007	31/01/2007	31	816,037	☐	1341.1	0.0	21,275	816,037	0.0%
01/02/2007	28/02/2007	28	738,790	☐	1345.0	0.0	20,940	738,790	0.0%
01/03/2007	31/03/2007	31	805,020	☐	1110.2	0.0	10,258	805,020	0.0%
01/04/2007	30/04/2007	30	761,593	☐	833.9	7.7	(33,783)	761,593	0.0%
01/05/2007	31/05/2007	31	910,543	☒	563.3	49.7	(54,475)	910,543	0.0%
01/06/2007	30/06/2007	30	1,043,390	☒	410.6	86.1	(20,401)	1,043,390	0.0%
01/07/2007	31/07/2007	31	1,123,281	☒	370.8	98.2	(7,617)	1,123,281	0.0%
01/08/2007	31/08/2007	31	1,100,633	☒	414.2	72.4	58,002	1,100,633	0.0%
01/09/2007	30/09/2007	30	943,136	☒	506.7	43.7	24,491	943,136	0.0%
01/10/2007	31/10/2007	31	857,128	☐	686.4	8.4	33,641	857,128	0.0%
01/11/2007	30/11/2007	30	784,959	☐	1014.4	0.0	15,835	784,959	0.0%
01/12/2007	31/12/2007	31	811,680	☐	1294.7	0.0	16,918	811,680	0.0%
Sum/Average/Max		**365**	**10,696,190**		**9891.3**	**366.1**	**85,084**	**10,696,190**	**0% +/- 4.2%**

Electricity (Account # 17220-09217): Tuning Period is 365 days from 01/01/2007 until 12/31/2007.
Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 25637.48 x #Days + 3424.14 x ClgDD + Offset

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-4.2%. The underlying regression has a R^2=0.774
Baseline Costs are calculated using Rate Tariff documented in separate attachment.

Explanations and Assumptions:
☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.
HtgDD = Heating Degree-Days calculated for TIMMINS A, ON for a 29ºC balance point.
ClgDD = Cooling Degree-Days calculated for TIMMINS A, ON for a 18ºC balance point. Periods under 0.5ºC-days/day are excluded from regression, but are still used in applying the Baseline Equation.
Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

Note:
The baseline selection will be re- evaluated during the project implementation. This will involve the collection of actual utility billing information and verifying the correlation values.

Meter Tuning Contract

Project: Timmins DH | **Site: TDH** | **Area: TDH**
Meter: Electricity | **Unit: Dmd 24hrs (kW)** | **Account: 17220-09217**

From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
01/01/2007	31/01/2007	31	1,273	☐	65.6	0.0	(4)	1,273	0.0%
01/02/2007	28/02/2007	28	1,271	☐	66.2	0.0	(6)	1,271	0.0%
01/03/2007	31/03/2007	31	1,261	☒	60.8	0.5	(47)	1,261	0.0%
01/04/2007	30/04/2007	30	1,646	☒	45.6	10.6	(271)	1,646	0.0%
01/05/2007	31/05/2007	31	2,124	☒	34.4	15.6	(97)	2,124	0.0%
01/06/2007	30/06/2007	30	2,299	☒	31.7	20.0	(190)	2,299	0.0%
01/07/2007	31/07/2007	31	2,483	☒	25.0	16.7	196	2,483	0.0%
01/08/2007	31/08/2007	31	2,436	☒	26.1	18.3	48	2,436	0.0%
01/09/2007	30/09/2007	30	2,359	☒	30.6	15.0	172	2,359	0.0%
01/10/2007	31/10/2007	31	1,938	☒	35.0	7.8	189	1,938	0.0%
01/11/2007	30/11/2007	30	1,277	☐	53.3	0.0	0	1,277	0.0%
01/12/2007	31/12/2007	31	1,277	☐	58.3	0.0	(1)	1,277	0.0%
Sum/Average/Max		**365**	**21,644**		**532.6**	**104.4**	**(11)**	**21,644**	**0% +/- 8.7%**

Electricity (Account # 17220-09217): Tuning Period is 365 days from 01/01/2007 until 12/31/2007.
Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kW) = 1277.21 + 60.62 x Clg DT + Offset

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-8.7%. The underlying regression has a R^2=0.825
Baseline Costs are calculated using Rate Tariff documented in separate attachment.

Explanations and Assumptions:
☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.
HtgDD = Heating Degree-Days calculated for TIMMINS A, ON for a 29ºC balance point.
ClgDD = Cooling Degree-Days calculated for TIMMINS A, ON for a 15ºC balance point. Periods under 0.5ºC-days/day are excluded from regression, but are still used in applying the Baseline Equation.
Clg DT was calculated using Average Temperatures.
Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

Note:
The baseline selection will be re- evaluated during the project implementation. This will involve the collection of actual utility billing information and verifying the correlation values.

Meter Tuning Contract

Project: Timmins DH | **Site: TDH** | **Area: TDH**
Meter: Natural Gas | **Unit: Qty 24hrs (m³)** | **Account: 11111**

From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
01/01/2007	31/01/2007	31	347,900	☒	735.2	0.0	5,668	347,900	0.0%
01/02/2007	28/02/2007	28	342,000	☒	797.7	0.0	(2,775)	342,000	0.0%
01/03/2007	31/03/2007	31	294,700	☒	510.5	0.0	12,448	294,700	0.0%
01/04/2007	30/04/2007	30	222,000	☒	293.8	6.7	2,269	222,000	0.0%
01/05/2007	31/05/2007	31	181,500	☒	108.6	47.2	6,480	181,500	0.0%
01/06/2007	30/06/2007	30	142,600	☐	34.5	82.2	(7,931)	142,600	0.0%
01/07/2007	31/07/2007	31	144,400	☐	11.7	93.3	(4,770)	144,400	0.0%
01/08/2007	31/08/2007	31	145,100	☐	24.5	68.1	(7,473)	145,100	0.0%
01/09/2007	30/09/2007	30	149,000	☒	64.5	40.8	(9,537)	149,000	0.0%
01/10/2007	31/10/2007	31	181,600	☒	137.1	7.2	(1,030)	181,600	0.0%
01/11/2007	30/11/2007	30	252,900	☒	428.1	0.0	(2,668)	252,900	0.0%
01/12/2007	31/12/2007	31	319,000	☒	688.8	0.0	(10,854)	319,000	0.0%
Sum/Average/Max		**365**	**2,722,700**		**3835.1**	**345.6**	**(20,173)**	**2,722,700**	**0% +/- 3%**

Natural Gas (Account # 11111): Tuning Period is 365 days from 01/01/2007 until 12/31/2007.
Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (m³) = 4711.02 x #Days + 266.84 x HtgDD + Offset

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-3%. The underlying regression has a R^2=0.991
Baseline Costs are calculated using Rate Tariff documented in separate attachment.

Explanations and Assumptions:
☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.
HtgDD = Heating Degree-Days calculated for TIMMINS A, ON for a 10ºC balance point. Periods under 0.5ºC-days/day are excluded from regression, but are still used in applying the Baseline Equation.
ClgDD = Cooling Degree-Days calculated for TIMMINS A, ON for a 18ºC balance point.
Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

Note:
The baseline selection will be re- evaluated during the project implementation. This will involve the collection of actual utility billing information and verifying the correlation values.

SERVICES SCHEDULE

1. **SCOPE OF SERVICE.** JCLP and the Customer agree that the services checked below will be provided by JCLP at the Customer's facility.

- ☐ Primary Air Conditioning Equipment (PRIME)
- ☐ Primary Air Conditioning Equipment (Basic)
- ☐ Fire Detection and Management Systems (Premium)
- ☐ Fire Detection and Management Systems (Basic)
- ☐ Facility Operations
- ☐ Reciprocating Air Conditioning Equipment (Premium)
- ☐ Reciprocating Air Conditioning Equipment (Basic)
- ☐ Associated Air Conditioning and Heating Covered Equipment (Premium)
- ☐ Associated Air Conditioning and Heating Covered Equipment (Basic)
- ☐ Maintenance Management Services
- ☐ Primary Heating Covered Equipment (Premium)
- ☐ Primary Heating Covered Equipment (Basic)
- ☐ Automatic Temperature Controls (Premium)
- ☐ Automatic Temperature Controls (Basic)
- ☐ Training
- ☐ Facility Management Systems (Premium)
- ☐ Facility Management Systems (Basic)
- ☐ Security Management Systems (Premium)
- ☐ Security Management Systems (Basic)
- ☒ Performance Reporting Services and Facility Performance Index (FPI)
- ☐ Performance Consulting Service
- ☐ Energy System Management Services

2. **EXTENDED SERVICE OPTIONS FOR PREMIUM AND PRIME COVERAGES.** On-site repair services will be provided during JCLP's normal business hours, unless one of the following options is checked:

- ☐ 24-5 Extended Service--JCLP will provide on-site response 24 hours a day, 5 days a week *(Monday thru Friday, except JCLP holidays)*
- ☐ 24-7 Extended Service--JCLP will provide on-site response 24 hours a day, 7 days a week *(including holidays)*

3. **DEFINITIONS**. The terms used in this Services Schedule shall be defined as follows:

(a) **COVERED EQUIPMENT** means the equipment for which services are to be provided under this Services Schedule and installed under Schedule 1 and any other Covered Equipment Lists attached to this Services Schedule.

(b) **EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.

(c) **SCHEDULED SERVICE VISITS** include labour required to perform inspections and preventive maintenance on Covered Equipment.

(d) **SCHEDULED SERVICE MATERIALS** include materials required to perform Scheduled Service Visits on Covered Equipment.

(e) **REPAIR LABOUR** includes labour necessary to restore Covered Equipment to working condition following an equipment failure and excludes total equipment replacement due to obsolescence or unavailability of parts.

(f) **REPAIR MATERIALS** include materials necessary to restore Covered Equipment to working condition following an equipment failure and excludes total equipment replacement due to obsolescence or unavailability of parts. At JCLP's option, Repair Materials must be as-new. All Repair Materials are covered by the warranty as described below.

(g) **BASIC COVERAGE** includes Scheduled Service Visits, plus Scheduled Service Materials if otherwise noted in this Services Schedule, for Covered Equipment.

(h) **PREMIUM LEVEL COVERAGE** includes BASIC COVERAGE as well as Repair Labour, plus Repair Material if otherwise noted in this Services Schedule, for Covered Equipment.

(i) **PRIME LEVEL COVERAGE** includes BASIC COVERAGE as well as Repair Labour, plus Repair Materials if otherwise set forth in this Services Schedule, for Covered Equipment consisting of centrifugal, absorption, or screw chillers. PRIME LEVEL COVERAGE also includes Repair Labour, and Repair Materials if otherwise set forth in this Services Schedule, for diagnosed imminent equipment failure as well as actual equipment Failure, and the following:

(i) JCLP will analyze diagnostic tests including Pre-Vue Vibration Analysis and spectrochemical oil analysis megohm readings. All diagnostic tests must be performed at JCLP-prescribed frequencies and to JCLP-specified test standards. Coverage will include Repair Labour and Repair Material for heat exchanger tubes if an Eddy Current Analysis, acceptable to JCLP, has been performed in the three years prior to this Services Agreement Schedule and is provided to JCLP, or such a test will be performed as part of this Services Agreement Schedule.

(ii) Should JCLP's analysis suggest the existence or the possibility of equipment deterioration outside anticipated or acceptable conditions, JCLP may at its option take corrective steps necessary to prevent further deterioration or breakdown of the Covered Equipment. JCLP retains sole judgment over whether equipment conditions are considered acceptable, whether corrective steps should be taken, or what steps, if any, need to be taken. Performance of any corrective steps under this PRIME coverage is not a guarantee that equipment failure or downtime will not occur.

(j) **EXTENDED SERVICE** includes extended service for repairs and is available only if Customer has PREMIUM or PRIME LEVEL COVERAGE. The price for Extended Service, if chosen by Customer, is part of the total price Customer will pay. Should a defect be found during an Extended Service visit that JCLP is not responsible for under this Services Schedule; Customer agrees to pay JCLP's standard fee for any services rendered. Should Repair Labour or Repair Materials be provided in periods beyond the Extended Service

period, Customer agrees to pay JCLP's standard fee for any services rendered beyond the Extended Service period.

4. **INITIAL EQUIPMENT INSPECTION FOR PREMIUM OR PRIME LEVEL COVERAGES.** JCLP will inspect the Covered Equipment within 45 days of the date of this Services Schedule or as seasonal or operational conditions permit. JCLP will advise Customer if JCLP finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCLP will perform the work necessary to put the Covered Equipment in proper working condition. To the extent that Covered Equipment is not subject to warranty or other obligation of JCLP for its repair, this work will be done at JCLP's standard fee for parts and labour in effect at that time. If the Customer does not want JCLP to do the work identified by JCLP, or if Customer does not have the work done, the Covered Equipment will be removed from the list of Covered Equipment and the price of this Services Schedule will then be adjusted.

5. **CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCLP.** The Customer warrants that, to the best of Customer's knowledge, all Covered Equipment is in good working condition and the Customer has given JCLP all information of which Customer is aware concerning the condition of the Covered Equipment. The Customer agrees that, during the term of this Services Schedule, the Customer will:

   (a) operate the Covered Equipment according to the manufacturer's recommendations;
   (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer;
   (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by JCLP, including adequate space, electrical power, air conditioning, and humidity control;
   (d) notify JCLP immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (e) allow JCLP to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCLP can perform the services required under this Services Schedule; and
   (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCLP's responsibility under this Services Agreement Schedule.

The Customer acknowledges that its failure to meet these obligations will relieve JCLP of any responsibility for any breakdown, or any necessary repair or replacement, of any Covered Equipment and may require adjustments under Schedule 2, Assured Performance Guarantee Schedule.

6. **CHANGES TO COVERED EQUIPMENT.** To the extent permitted under the Performance Contract, the Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCLP's opinion, such changes or alterations substantially affect JCLP's services or obligations, JCLP shall have the right to make appropriate changes to the scope or to the price of this Services Schedule or to both.

7. **ACCESS.** The Customer will give JCLP full access to all equipment that is either Covered Equipment or associated with it when JCLP requests such access. If access cannot be provided, JCLP's obligations under this Services Schedule will be suspended until such access to the equipment is provided. Matters affecting JCLP's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to Covered Equipment or to the Customer's facility. Suspension of JCLP's duties for this reason will not cancel or suspend any of the Customer's obligations under this Services Schedule.

8. **EXCLUSIONS.** [**JCLP's services under this Services Agreement Schedule do not include:**

   (a) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;

(b) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;

(c) service calls due to failures resulting from acts of God, abuse or misuse of Covered Equipment, or alterations, modifications, or repairs to Covered Equipment not performed or provided by JCLP;

(d) the furnishing of materials and supplies for painting or refinishing Covered Equipment;

(e) electrical work to the Customer's facility necessary because of Covered Equipment;

(f) service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Services Schedule;

(g) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(h) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by JCLP's normal maintenance;

(i) work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by JCLP;

(j) work caused by the negligence of others, including but not limited to equipment operators and water treatment companies;

(k) service calls due to failures caused by improper environmental conditions affecting Covered Equipment or electrical power fluctuations, if due to conditions beyond JCLP's control, and service calls required because JCLP had previously been denied access to the Covered Equipment; and

(l) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCLP as provided by the terms of this Services Schedule. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

9. PRICE. The total price for JCLP's Services during the Term of this Service Schedule is **$443,873.**
This amount will be paid to JCLP in annual installments as shown below or on the attached chart.
These payments will be invoiced, and due and payable in advance of the services JCLP is to provide for that year.

Year	Annual M&V and FPI - Service Costs
Installation - Startup	Included in Construction Cost
1	Included in Construction Cost
2	$57,928
3	$59,666
4	$61,456
5	$63,300
6	$65,199
7	$67,155
8	$69,169

Totals	$443,873

Annual Inflation for Service Costs 3% (included in the above figures)

Other than to the extent any invoices are disputed in good faith, payment for all invoices properly issued pursuant to the terms of this Agreement shall be due thirty days following the date of such invoice. Any balance due and owing after the expiration of the said thirty day period shall bear interest at the Bank of Canada prime rate plus three (3%) percent.

10. **OPTION TO TERMINATE.** Notwithstanding anything to the contrary, the Customer shall have the option to terminate this Services Schedule, without penalty, at any time with effect from and after the third year of the Term, with sixty (60) days notice to JCLP. Customer acknowledges that the Annual Guaranteed Project Benefits shall not apply from and after the effective date of such termination.

Dated 5 Dec., 2008 .

CUSTOMER:

Signature: Elio J. Lainio

Printed Name: ELIO J. VAINIO

Title: President & CEO

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Signature: _____

Printed Name: _____

Title: _____

PRICE AND PAYMENT TERMS SCHEDULE

1. The Customer shall make payments to JCLP for Work performed, as well as payments for Services rendered pursuant to the Services Schedule.

   (a) The price to be paid by the Customer for the Work shall be **$ 5,685,066** (GST Extra). Payments (including payment for materials delivered to JCLP and work performed on and off-site) shall be made to JCLP as follows:

   First payment (22.5% payment) due: $1,279,139 (invoice provided on signing of this Agreement) as a deposit against progress billings. Notwithstanding the time frame set out in Schedule 3, Exhibit 1, Paragraph 9, full payment shall be made to JCLP on signing of this Agreement

   Second payment (22.5% payment) due: $1,279,139 (invoice provided 90 days from date of signing of this Agreement) as a deposit against progress billings. Notwithstanding the time-frame set out in Schedule 3, Exhibit 1, Paragraph 9, full payment shall be made to JCLP 90 days from the date of signing of this Agreement.

   Progress billings due: Monthly to Completion (approximate 15 month duration from second payment)

   Final payment due: Upon Completion (30 days after date of publication of Certificate of Substantial Performance)

   Final payment, constituting the entire unpaid balance for the Work, shall be made to JCLP within 30 days after the Substantial Completion Date. Payments may be withheld on account of any breach of this Agreement by JCLP and claims by third parties (including JCLP subcontractors and material suppliers), but only to the extent that written notice has been provided to JCLP and JCLP has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect Customer from any loss, cost, or expense related to such claims.

   (b) The total price for JCLP's Services during the Term of this Agreement is $443,873. This amount will be paid to JCLP in annual installments as shown below or on the attached chart. These payments will be invoiced and due and payable in advance of the services JCLP is to provide and shall be made throughout the Service Term.

Year	Annual M&V and FPI - Service Costs
Installation - Startup	Included in Construction Cost
1	Included in Construction Cost
2	$57,928
3	$59,666
4	$61,456
5	$63,300
6	$65,199
7	$67,155
8	$69,169
Totals	**$443,873**

Annual Inflation for Service Costs 3%

2. **CUSTOMER PURCHASE ORDERS.** The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.

Dated 5 Dec, 2008 .

CUSTOMER:

Signature: Edward J. Vainio

Printed Name: EDWARD J. VAINIO

Title: President & CEO

JOHNSON CONTROLS, L.P. by its general partner JOHNSON CONTROLS, U.L.C.

Signature: _____

Printed Name: _____

Title: _____

Schedule 4B

Lease Financing Addenda

(Not Applicable)

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