

JOHN HART GENERATING STATION REPLACEMENT PROJECT

Schedule 19

Dispute Resolution Procedure

SCHEDULE 19

DISPUTE RESOLUTION PROCEDURE

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SCHEDULE 19

DISPUTE RESOLUTION PROCEDURE

1. DISPUTE RESOLUTION

1.1 Procedure

Unless both parties otherwise agree, all Disputes will be resolved in accordance with the provisions of this Schedule (the “**Dispute Resolution Procedure**”) provided that: (a) certifications issued by the Independent Certifier with respect to the Performance Verification Tests and the Achieved Performance; and (b) Condition Assessment Reports issued by the Independent Certifier with respect to the condition assessment evaluations of the Generation Systems and the Handback Survey reports issued by the Independent Certifier with respect to the condition assessment evaluation of the Support Systems, Buildings and Lands are final and binding on the parties, and such decision will not be the subject of a Dispute and will not be subject to the Dispute Resolution Procedure. Except for the foregoing decisions, all other decisions of the Independent Certifier, including as to the achievement of Commercial Operation of a Generating Unit, Service Commencement, Bypass System Completion and Total Completion, any list of Defects and Nonconformities or list of incomplete Design and Construction that must be completed prior to Commercial Operation of a Generating Unit, Service Commencement, Bypass System Completion or Total Completion, and any list of Nonconformities and incomplete Project Work that must be completed prior to Handback, may be the subject of a Dispute and may be subject to the Dispute Resolution Procedure.

1.2 Dispute Notice and Response

The Dispute Resolution Procedure may be commenced by either party (the “**Initiating Party**”) by giving notice to the other party (the “**Dispute Notice**”) briefly setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought. Within 5 Business Days of receiving a Dispute Notice, the party that received the Dispute Notice (the “**Receiving Party**”) will provide a response to the Dispute Notice (the “**Response**”) to the Initiating Party briefly setting out the Receiving Party’s views of the pertinent facts, the remedy or relief sought by the Receiving Party and the grounds on which such remedy or relief is sought by the Receiving Party.

1.3 Diligent Negotiation

Within 3 Business Days of the Initiating Party receiving a Response from the Receiving Party or, if a Response was not received, within 5 Business Days of receipt of the Dispute Notice by the Receiving Party, or such longer period as the parties may agree, the appointed Representative of each party will meet and, in a diligent manner, commence without prejudice negotiations to resolve the Dispute. The parties will attempt to resolve the Dispute within 5 Business Days of meeting or within such longer period as the parties may agree.

1.4 Fast Track Referee Process

If the Dispute is not resolved pursuant to Section 1.3 [*Diligent Negotiation*] of this Schedule to the mutual satisfaction of the parties within the time stipulated in Section 1.3 [*Diligent Negotiation*] of this Schedule, either party may, by notice to the other (a “**Referee Notice**”), request the appointment of a referee (“**Referee**”) as provided under the terms of this Section 1.4. The Referee will be appointed as an expert to resolve the Dispute and will participate in the resolution of the Dispute, as set out below:

- (a) if the Referee Notice is given during the Construction Period, the Referee will be appointed in the following manner:
 - (i) the panel of standing referees from which the Referee to a Dispute will be selected (the “**Panel**”) shall be appointed within 30 days following the Effective Date of this Agreement for the term set out in Section 1.4(a)(iii) of this Schedule, pursuant to a referee agreement which the parties shall enter into at the time of such appointment (such agreement to be in the form attached as Appendix 19A [*Referee Agreement*] (the “**Referee Agreement**”));
 - (ii) the Panel shall consist of the following five standing referees (individually, a “**Standing Referee**”):
 - (A) a qualified individual, to be appointed for resolution of Disputes relating to geotechnical matters, including matters arising out of Schedule 28 [*Differing Site Conditions*] (GeoTech Referee);
 - (B) a qualified individual, to be appointed for resolution of Disputes relating to engineering design, construction and commercial matters, including any matters arising out of Schedule 24 [*First Nations*] (Construction Referee);
 - (C) a qualified individual, to be appointed for resolution of Disputes relating to legal issues including, without limitation, Disputes in respect of the interpretation, breach, validity or enforcement of rights, obligations or remedies under this Agreement (Commercial Referee);
 - (D) a qualified individual to be appointed for resolution of Disputes relating to electrical and mechanical matters (Electrical/Mechanical Referee); and
 - (E) a qualified individual to be appointed for resolution of Disputes relating to turbine and generator matters (Turbine/Generator Referee);
 - (iii) subject to Section 1.4(a)(iv) [*Fast Track Referee Process*] of this Schedule, each Standing Referee will be appointed for a term in length equal to that of the Construction Period and shall be reasonably available to act as the Referee at any time during the Construction Period that he or she is appointed as the Referee pursuant to Section 1.4(a)(v) [*Fast Track Referee Process*] of this

Schedule. No Standing Referee shall act as the Referee if he or she has a conflict of interest in so acting, and each Standing Referee shall disclose to the parties, as soon as the Standing Referee becomes aware of, any conflict or potential conflict of interest that does or might hinder the Standing Referee's ability to act as the Referee;

- (iv) each Standing Referee's appointment may be terminated during the Construction Period, which termination will be without prejudice to any accrued rights and obligations of the parties and the Standing Referee as at the date of termination, by:
 - (A) mutual agreement of BC Hydro and Project Co on 15 days' notice to the Standing Referee;
 - (B) either BC Hydro or Project Co in the event of a breach by the Standing Referee that has not been rectified within 7 days' notice of breach having been given to the Standing Referee;
 - (C) the Standing Referee on 120 days' written notice of termination to BC Hydro and Project Co unless the Standing Referee is acting as the Referee on a Dispute, in which case the Standing Referee may not terminate his or her appointment until the later of the resolution of that Dispute and the end of the 120-day notice period;
- (v) the parties will appoint the Referee from the Panel in the following manner:
 - (A) the party that issues the Referee Notice will designate in the Referee Notice a Standing Referee from the Panel to serve as the Referee having regard to the nature or category of the Dispute set out in Section 1.4(a)(ii) [*Fast Track Referee Process*] of this Schedule;
 - (B) if the party that did not issue the Referee Notice has an objection to the choice of Referee designated in the Referee Notice, it will give written notice of such objection with reasons to the party that issued the Referee Notice and may nominate another Standing Referee from the Panel to serve as the Referee to deal with the Dispute in question;
 - (C) if the parties are unable to agree on selected Standing Referee or if for any other reason within 2 Business Days of the delivery of a Referee Notice the Referee has not been appointed, then either party may refer the matter for resolution to the Standing Referee designated in subsection 1.4(a)(ii)(C) [*Fast Track Referee Process*] of this Schedule to make the determination of which Standing Referee shall be appointed, which may include himself/herself;

- (D) if within 5 Business Days of the delivery of a Referee Notice, the Referee has not been appointed by the foregoing process, then the Standing Referee designated in the Referee Notice shall be appointed as the Referee;
 - (vi) if the Standing Referee appointed as the Referee under Section 1.4(a)(v) [*Fast Track Referee Process*] of this Schedule notifies the parties that he or she is unable to act as the Referee due to a conflict of interest, illness, travel, or other legitimate reason, then the parties will, within 2 Business Days of the Standing Referee's notice, appoint the Referee in accordance with Section 1.4(b)(ii) [*Fast Track Referee Process*] of this Schedule. If the parties are unable to reach an agreement on the Referee in accordance with Section 1.4(b)(ii) [*Fast Track Referee Process*] of this Schedule within 2 Business Days of the Standing Referee's notice, then the parties will appoint the Referee in accordance with Section 1.4(b)(iii) [*Fast Track Referee Process*] of this Schedule.
- (b) if the Referee Notice is given during the Services Period, the Referee will be appointed in the following manner:
 - (i) the Referee will be selected and appointed by the parties and the Referee Agreement entered into by the parties with the Referee each time a Dispute arises;
 - (ii) when a Dispute arises, the parties will, by mutual agreement, appoint the Referee from a roster of referees attached as Appendix 19B [*Roster of Referees*], having regard to the nature of the Dispute and the Referee's expertise, experience, and qualifications;
 - (iii) if for any reason within 5 Business Days of the delivery of a Referee Notice the Referee has not been appointed, then either party may apply to the British Columbia International Commercial Arbitration Centre ("**BCICAC**") for a referee to be promptly appointed under its "Domestic Commercial Arbitration Rules of Procedure" to act as the Referee under this Agreement in relation to the Dispute; and
 - (iv) the appointment of this Referee may be terminated in like manner as a Standing Referee pursuant to Section 1.4(a)(iv) [*Fast Track Referee Process*] of this Schedule;
- (c) the Referee's fees and expenses, including any retainer payable pursuant to the terms of the applicable Referee Agreement to a Standing Referee or a Referee listed in the roster attached as Appendix 19B [*Roster of Referees*] (as it may be amended from time to time), will be shared equally by BC Hydro and Project Co. BC Hydro will pay the full amount of the Referee's fees and expenses on the day that such fees and expenses are due (including any advances on fees and expenses) in accordance with the Referee

Agreement and Project Co will reimburse BC Hydro, for Project Co's share of all such fees and expenses within 5 Business Days of receipt of a written demand from BC Hydro, failing which BC Hydro will be entitled to deduct the amount of Project Co's share of the Referee's fees and expenses from amounts otherwise due to Project Co under the provisions of this Agreement;

- (d) the Referee will conduct an impartial review of the Dispute in such manner as the Referee thinks fit, including carrying out on-site inspections and interviews with any persons that the Referee thinks fit. The parties will cooperate with the Referee and comply with all reasonable requests from the Referee for additional information, documents and access to personnel and the Site which the Referee considers necessary for the review. Any submission or documentation in respect of the Dispute provided to the Referee by a party will also be provided to the other party;
- (e) the Referee will exercise the standard of skill, care, and diligence that would be expected of an expert professional experienced in providing services of a similar nature to those of the Referee on projects of a similar nature to the Project;
- (f) the Referee will disclose to the parties, as soon as the Referee becomes aware of, any conflict or potential conflict of interest that arises during the Referee's appointment;
- (g) the Referee may, with the written approval of both parties, retain other professional persons or experts to assist with the review and will pay due regard to any request by either party for him to retain such other professional persons or experts;
- (h) the Referee will not be obliged to conduct his enquiries in the presence of the parties or receive submissions from the parties, except to the extent that the Referee thinks fit, and may render his decision notwithstanding the failure of a party to participate in the proceedings;
- (i) the Referee will render a written and impartial decision with reasons on the Dispute, with copies to both parties, as soon as practicable in the circumstances, with the objective of rendering a decision within 5 Business Days of the Referee's appointment. The Referee's decision will be in the form of a determination of the rights of the parties having regard to the Referee's understanding of the relevant contractual provisions and the facts as agreed by the parties or as best the Referee is able to determine them;
- (j) a decision of a Referee is binding on the parties unless and until reversed or modified by a decision of an arbitrator pursuant to Section 1.6 [*Arbitration*] of this Schedule;
- (k) the parties hereby release and save harmless the Referee from any liability arising from the Referee's actions, made in good faith, in carrying out the duties of the Referee as described in this Schedule;

- (l) the Referee:
- (i) is an independent consultant and is not, and will not purport to be, a partner, joint venturer, or agent of either party;
 - (ii) other than as may be expressly set out in this Agreement (including this Schedule 19 [*Dispute Resolution Procedure*]), has no authority to give any directions to the parties or the parties' officers, employees, contractors, consultants, or agents; and
 - (iii) has no authority to waive or alter any terms of this Agreement nor to discharge or release either party from its obligations under this Agreement unless jointly agreed in writing by the parties;
- (m) the proceedings under this Section 1.4 will be confidential and all information, data or documentation disclosed or delivered by either party to the Referee as a result or in connection with the Referee's duties as the Referee will be treated as confidential and neither the parties nor the Referee will, except as would be permitted under Section 17 [*General*], disclose to any Person any such information, data or documentation unless the parties otherwise agree in writing;
- (n) notwithstanding Section 1.4(m) [*Fast Track Referee Process*] of this Schedule, the decision of the Referee and any and all documents, evidence, and submissions relating to a Dispute decided under this Section 1.4 may be submitted as evidence or background information by either party in arbitration proceedings of the same Dispute under Section 1.6 [*Arbitration*] of this Schedule; and
- (o) the appointment of a Referee and the payment of such Referee's retainer pursuant to the terms of this Schedule 19 [*Dispute Resolution Procedure*] and the applicable Referee Agreement shall also serve to appoint and retain such Referee for the resolution of any disputes referred to in:
- (i) Attachment 19 (*Dispute Resolution Procedure*) of the Design-Build Agreement;
 - (ii) Attachment 19 (*Dispute Resolution Procedure*) of the Services Agreement; and
 - (iii) Attachment 19 (*Dispute Resolution Procedure*) of the turbine and generator supply agreement between the Major Equipment Supplier and the Design-Builder,

provided that where a dispute under the applicable Material Contract does not constitute a Dispute or a Consolidated Proceeding, then BC Hydro shall not be responsible for the fees or expenses of the Referee in relation to such dispute.

1.5 Commencement of Arbitration Proceedings

If either party wishes to arbitrate a Dispute decided by the Referee under Section 1.4 [*Fast Track Referee Process*] of this Schedule, either party may, at any time up to 90 days following the Referee's decision, commence proceedings to have the Dispute settled by arbitration under Section 1.6 [*Arbitration*] of this Schedule. In any such proceedings, the scope of issues will not be limited strictly to the terms of the Dispute Notice but may extend to include directly related matters for the purpose of completely resolving the Dispute, including, without limitation, issues that are the subject of the Referee's decision.

Any Dispute decided by the Referee under Section 1.4 [*Fast Track Referee Process*] of this Schedule and subsequently referred to arbitration under Section 1.6 [*Arbitration*] of this Schedule shall be decided on a *de novo* basis and shall not be, or considered to be, an appeal of the Referee's decision. For greater certainty, the arbitrator selected to hear the Dispute shall not be bound by, or be required to adhere to, any findings of fact by, or any other findings or decisions of, the Referee, and Section 1.4(n) [*Fast Track Referee Process*] of this Schedule applies to the arbitration of the Dispute.

1.6 Arbitration

If a party is entitled under Section 1.5 [*Commencement of Arbitration Proceedings*] of this Schedule to commence proceedings to have a Dispute settled by arbitration, then:

- (a) the party may give the other party notice ("**Notice of Intention to Arbitrate**") of its intention to submit the Dispute to binding arbitration; and
- (b) within 5 Business Day of receipt of the Notice of Intention to Arbitrate then either party may refer the Dispute to be finally resolved by binding arbitration as follows:
 - (i) the "Domestic Commercial Arbitration Rules of Procedure" of the British Columbia International Commercial Arbitration Centre will apply to the arbitration, as modified by this Schedule or as otherwise agreed by the parties;
 - (ii) arbitration proceedings will be commenced by a party (the "**Initiating Party**") giving notice to the other party (the "**Responding Party**");
 - (iii) a single arbitrator will be selected (the selected arbitrator, the "**Arbitrator**") on a rotational basis from the roster of arbitrators, such roster to be agreed by BC Hydro and Project Co within 90 days following the Effective Date, and such agreed roster to constitute Appendix 19C [*Roster of Arbitrators*] of this Schedule 19 [*Dispute Resolution Procedure*];
 - (iv) the Arbitrator will have the authority to award any remedy or relief that a court or judge of the Supreme Court of British Columbia could order or grant in accordance with the Agreement, including specific performance of any obligation created under the Agreement, the issuance of an interim, interlocutory or permanent injunction, or the imposition of sanctions for abuse or frustration of the arbitration process;

- (v) meetings and hearings of the Arbitrator will take place in the City of Vancouver or in such other place as the parties agree and such meetings and hearings will be conducted in the English language unless otherwise agreed by such parties;
- (vi) the Arbitrator may at any time fix the date, time and place of meetings and hearings in the arbitration, upon reasonable notice to the parties;
- (vii) all meetings and hearings will be in private unless the parties agree otherwise and either party may be represented at any meetings or hearings by legal counsel;
- (viii) the arbitration will be kept confidential and the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, and testimony or other oral submission and any awards) will not be disclosed to any party other than the Arbitrator, the parties (and their respective directors, officers, shareholders, experts and legal counsel), the Senior Creditors and such other persons as may be necessary to the conduct of the proceeding or required by law; and
- (ix) the Arbitrator will deliver a decision in writing as soon as possible in the circumstances after the conclusion of the hearing and, unless the parties agree otherwise, will set out reasons for the decision.

2. CONSOLIDATION OF PROCEEDINGS

2.1 Acknowledgement

The parties acknowledge that a Dispute under this Agreement may be based on facts or issues of law that also apply or relate to a dispute under a Material Contract or a Collateral Agreement and in these circumstances it may be appropriate for the dispute proceedings that may have been initiated under two or more of these agreements to be consolidated into one proceeding.

2.2 Definition

For the purposes of this Section 2 [*Consolidation of Proceedings*], “**proceeding**” means a fast track referee proceeding under, or similar to that under, Section 1.4 [*Fast Track Referee Process*] of this Schedule or an arbitration proceeding under, or similar to that under, Section 1.6 [*Arbitration*] of this Schedule between:

- (a) BC Hydro and Project Co under this Agreement; or
- (b) the parties to a Material Contract or Collateral Agreement.

2.3 Consolidation

Where:

- (a) a party in one proceeding is entitled to contribution or indemnity from a party in another proceeding in relation to any relief that is being sought against the party in the first proceeding;
- (b) a party in one proceeding is entitled to relief against a party in another proceeding and that relief relates to or is connected with the subject matter of the first proceeding; or
- (c) a question or issue:
 - (i) in one proceeding is substantially the same as a question or issue that relates to or is connected with: (A) the relief claimed in another proceeding; or (B) the subject matter of another proceeding; and
 - (ii) should properly be determined in a single proceeding

a party to any of these proceedings may require the proceedings to be consolidated (such consolidated proceeding, the “**Consolidated Proceeding**”) by giving written notice to all parties to the proceedings proposed to be consolidated (the “**Consolidation Notice**”). The consolidation of two or more proceedings may occur by agreement of the affected parties or by the decision of the first appointed Referee or Arbitrator (as applicable) under this Agreement.

Where a party to a Material Contract or Collateral Agreement becomes a party to a Consolidated Proceeding, such party shall be required to join any Referee Agreement applicable to such Consolidated Proceeding to the extent it is not already party thereto.

Notwithstanding the foregoing, a fast track referee proceeding may not be consolidated with an arbitration proceeding and vice versa.

2.4 Terms

To the extent appropriate, the terms of this Schedule apply to the Consolidated Proceeding (including all parties to the Consolidated Proceeding and the Referee or the Arbitrator, as applicable, appointed for the Consolidated Proceeding) in the same manner as they apply to the individual proceedings being consolidated, and the parties to the Consolidated Proceeding will appoint the Referee or the Arbitrator for the Consolidated Proceeding, as applicable, in accordance with Sections 1.4 [*Fast Track Referee Process*] and 1.6 [*Arbitration*] of this Schedule. If the Referee or Arbitrator has already been appointed under this Agreement that person shall continue to act in that capacity in the Consolidated Proceeding.

All references to “Referee Notice” in Sections 1.4 [*Fast Track Referee Process*] and 1.6 [*Arbitration*] of this Schedule will be replaced with “Consolidation Notice,” and all references to “parties” in this Schedule will be read to include all parties to the Consolidated Proceeding, as appropriate.

2.5 Objection

Where any party to whom the Consolidation Notice was issued objects to the consolidation of the proceedings referred to in the Consolidation Notice, that party may, within 5 Business Day of its receipt of the Consolidation Notice, refer its objection to BCICAC by giving written notice with reasons to the BCICAC and all other parties to the Consolidation Notice. Where no objection is made within 5 Business Days of a party's receipt of the Consolidation Notice, that party shall be deemed to have agreed to the consolidation of proceedings referred to in the Consolidation Notice and shall be bound by any award made by the Referee or the Arbitrator, as applicable, in the Consolidated Proceeding.

3. GENERAL

3.1 Other Remedies

Neither party may initiate a proceeding in a court of competent jurisdiction, whether before or after the Dispute has been initiated by a Dispute Notice, except for the sole purpose of obtaining an effective emergency and provisional remedy to protect its rights as necessary in the circumstances.

3.2 Strict Compliance with Time Limits

The parties acknowledge that timely resolution of Disputes is mutually beneficial and the time limits set out in this Schedule, or as otherwise agreed to by the parties, will therefore be strictly complied with and enforced.

3.3 BC Hydro's Directive

If a Dispute occurs, then BC Hydro and Project Co will diligently carry out their respective obligations under this Agreement pending resolution of the Dispute pursuant to the Dispute Resolution Procedure. Prior to resolution of the Dispute, BC Hydro may in its discretion by notice to Project Co direct Project Co to proceed in respect of the matter in Dispute or any related matter and Project Co will comply with and implement the direction. Such direction will be without prejudice to Project Co's rights to compensation or other rights under the Agreement. Nothing in this Schedule will limit BC Hydro's right to require a Change.

3.4 Other Project Contracts

Project Co shall ensure that each and every Material Contract and Project Contract contains terms that are substantially similar to, and in no way inconsistent with, the terms of this Schedule or otherwise expressly incorporates the terms of this Schedule into the Material Contract. Specifically, but without limitation, Project Co shall ensure that each and every Material Contract:

- (a) contains identical provisions relating to the appointment of the Referee and the Arbitrator as provided in this Schedule (including identical rosters of referees and arbitrators as provided in Appendices 19B [*Roster of Referees*] and 19C [*Roster of Arbitrators*] of this Schedule);

- (b) provides for the mandatory fast track referee process and binding arbitration proceedings for the resolution of all disputes; and
- (c) provides for the consolidation of proceedings as contemplated under Section 2 [*Consolidation of Proceedings*] of this Schedule;

Project Co shall cause each Project Co Person to abide by, comply with, and enforce the terms of this Section 3.4 of this Schedule to, among other things, give effect to the requirements of mandatory arbitration and consolidation of proceedings under this Schedule.

APPENDIX 19A

REFEREE AGREEMENT

_____, 20__

[Name and address of Referee]

Re: Referee Appointment

We write to confirm your appointment as a [referee/standing referee] under the Project Agreement dated ▼ between BC Hydro and Project Co (the “**Project Agreement**”). The terms of your appointment are as contained in Schedule 19 [*Dispute Resolution Procedure*] to the Project Agreement, which terms are incorporated by reference in this Referee Agreement.

By signing the Acknowledgement below, you confirm that:

- (i) you have received a briefing from BC Hydro and Project Co on the Project, the Project Agreement, the types of disputes that might possibly arise for which you may be appointed and have reviewed a copy of the Project Agreement and related materials, including Schedule 19 [*Dispute Resolution Procedure*] to the Project Agreement;
- (ii) you accept your appointment as, and agree to perform in a diligent and professional manner the functions of, a referee under the Project Agreement on the terms and conditions set out in Schedule 19 [*Dispute Resolution Procedure*] of the Project Agreement;
- (iii) you agree to be bound by the terms and conditions set out in Schedule 19 [*Dispute Resolution Procedure*] of the Project Agreement as applicable and acknowledge that those terms and conditions are incorporated by reference in this Referee Agreement;
- (iv) you will keep yourself reasonably well informed of the progress and status of the Project not less than bi-monthly during the Construction Period;
- (v) you accept your appointment as, and agree to perform in a diligent and professional manner the functions of, a referee under the Design-Build Agreement on the terms and conditions set out in Attachment 19 (*Dispute Resolution Procedure*) of the Design-Build Agreement;
- (vi) you accept your appointment as, and agree to perform in a diligent and professional manner the functions of, a referee under the Services Agreement on

the terms and conditions set out in Attachment 19 (*Dispute Resolution Procedure*) of the Services Agreement;

- (vii) you accept your appointment as, and agree to perform in a diligent and professional manner the functions of, a referee the turbine and supply agreement between the Design-Builder and the Major Equipment Supplier on the terms and conditions set out in Attachment 19 (*Dispute Resolution Procedure*) of such agreement; and
- (viii) you agree that additional parties may join this Referee Agreement without any additional standby retainer fee payable to you where such parties are party to a Consolidated Proceeding as defined in Schedule 19 [*Dispute Resolution Procedure*] of the Project Agreement.

We confirm that your compensation will consist of:

- (a) [REDACTED];
- (b) [REDACTED]. In addition to your invoiced fees, BC Hydro will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to _____ [**Insert name of BC Hydro's Design, Construction or Operating Period Representative as applicable**] (the "**BC Hydro's Representative**"). BC Hydro will make payment within 30 calendar days of receipt on behalf of itself and Project Co.

This Referee Agreement is not assignable.

Please confirm your agreement to the terms of this Referee Agreement by signing the Acknowledgement below and returning a copy of this letter with the signed Acknowledgement to BC Hydro's Representative.

Yours truly,

Authorized Signatory of BC Hydro

Date

Authorized Signatory of Project Co

Date

Authorized Signatory of Design-Builder

Date

Authorized Signatory of Service Provider

Date

**Authorized Signatory of Major Equipment
Supplier**

Date

ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the Referee Agreement and agrees to the terms set out therein.

[Referee's Name]

APPENDIX 19B

ROSTER OF REFEREES

[Ntd: *to be completed by mutual agreement in accordance with Section 1.4 [Fast Track Referee Process] of this Schedule*]

APPENDIX 19C

ROSTER OF ARBITRATORS

[NTD: *to be the roster of Arbitrators, to be mutually agreed by BC Hydro and Project Co within 90 days following the Effective Date of this Agreement pursuant to section 1.6(b)(iii) of this Schedule 19 [Dispute Resolution Procedure].]*