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October 13, 2020

Via email

British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, British Columbia V6Z 2N3

Attention: Marija Tresoglavic, Acting Commission Secretary

Dear Ms. Tresoglavic:

**Re: Corix Multi-Utility Services Inc.
Burnaby Mountain District Energy Utility 2020-2023 Revenue Requirement and Rates Application
Response to Exhibit A-3 on Confidentiality**

On September 22, the British Columbia Utilities Commission (“BCUC”) sent a letter to Corix Multi-Utility Services Inc. (“Corix”) regarding confidential documents submitted with the Burnaby Mountain District Energy Utility (“BMDEU”) 2020-2023 Revenue Requirements and Rates Application (“Application”). On page 7 of the Application, Corix had requested that the Financial Model (Appendix A) and the Biomass Supply Contract (Appendix B) remain confidential and provided the rationale for the request for confidentiality.

This document outlines Corix’s response to the Panel’s September 22 letter.

Requests for confidentiality

Corix reiterates its request that the Financial Model (Appendix A) and the Biomass Supply Contract (Appendix B) remain confidential. Corix submits that the information presented on page 7 of the Application complies with Section 18, including 18.01(b), in the BCUC *Rules of Practice and Procedure* and effectively precludes the need to file a redacted version. For ease of reference, Section 18 states:

18.01 If a party wishes to keep confidential any information in a document filed in any matter before the BCUC, in addition to the document, at the time of filing, the party must file:

(a) a request that all or any part of the document be held in confidence which must:

(i) briefly describe the nature of the information in the document and the reasons for the request for confidentiality, including the specific harm that could reasonably be expected to result if the document was made publicly available;

and

(ii) indicate whether all or only a part of the document is the subject of the request; and

(b) a proposed redacted version of the document that the BCUC may make publicly available, where possible.

18.02 The party requesting confidentiality bears the onus of establishing why the information should be treated as confidential by the BCUC.

18.03 The request for confidentiality will be a matter of public record, unless the BCUC directs otherwise.

On page 7 of the Application, filed on July 30, 2020, Corix stated the following:

“Corix submits the following confidential documents as part of this Application:

- Confidential Financial Model (Appendix A);
- Confidential Biomass Supply Contract (Appendix B);

The information contained in Corix’s BMDEU Financial model and the Biomass Supply Contract is strictly confidential and privileged and has been submitted electronically exclusively for use by the BCUC and its representatives/designees in connection with the evaluation of this Application. The release, use, or distribution of the financial model or Biomass Supply Contract to any organization outside of the BCUC could subject Corix to substantial harm and loss of competitive advantage resulting in rates or agreements that are unfavorable for existing and/or future customers. Corix respectfully requests that the BCUC keep this information confidential due to its commercially sensitive nature.”

In the sections below, Corix provides additional information in response to the Panel’s request.

Confidential Financial Model (Appendix A)

Corix consistently maintains the confidentiality of the financial model submitted as Appendix A. Corix has developed the financial model for the sole purpose of forecasting costs and cost recovery associated with the operations of the BMDEU; its use and distribution are limited to Corix employees and other parties with whom Corix has entered into binding non-disclosure agreements. Corix electronically filed the financial model in confidence with the BCUC strictly to facilitate the BCUC’s evaluation of the Application.

Corix operates in a competitive environment. Publicly disclosing Corix’s financial modeling threatens Corix’s ability to successfully compete in that environment by making Corix’s unique formulas, know-how and business insights widely available. Such public disclosure would likely have a negative impact on Corix’s ability to negotiate competitive pricing with its suppliers and service providers, as well as

Corix's own ability to secure new business opportunities, thereby exposing Corix to substantial harm and loss of competitive advantage.

The BCUC has accepted Corix's position on this matter in prior public proceedings concerning the BMDEU. In directive 2 of Order G-40-17, the BCUC determined that the BMDEU financial model for the 2017 BMDEU CPCN Application should be kept confidentially. The financial model referred to in G-40-17 is an earlier version of the financial model submitted in Appendix A of this Application.

Even without full, public disclosure of the financial model, there are other options to facilitate a fair, transparent process. Corix notes that Section 24 of the BCUC Rules of Practice and Procedure would still apply, even if the financial model was held in confidence. Corix would not object to requests by the three BMDEU customers and BCOAPO et al¹, who are all registered as interveners in this proceeding, to access a portion of the confidential financial model for valid reasons, provided that such disclosure followed the process established in Section 24 and included standard requirements and restrictions (such as the filing of a Declaration and Undertaking).

Furthermore, the Application contains over 30 tables and 10 charts with information directly from the confidential model. The information presented in these tables and charts spans the build-out schedule, energy demand forecast, capital costs, operating and maintenance costs, energy costs, rate base and capital financing, deferral accounts, revenue requirements and proposed rates. These tables are embedded in the body of the Application for ease of review. While Corix believes these tables provide sufficient information to allow for a thorough evaluation of the Application, Corix would consider requests for additional tables that compile and synthesize information taken from its model. Accommodating any such request would require additional time and effort and Corix would still need to assess the risk of the requested disclosure. Accordingly, if the Panel determines that additional tables should be filed, Corix requests at least two weeks from the Panel's determination to file these tables.

Given the above, Corix respectfully requests that the Panel continue to hold the entire financial model, submitted as Appendix A, as confidential.

Confidential Biomass Supply Contract (Appendix B)

Appendix B contains a confidential agreement between Corix and the supplier of biomass fuel for the BMDEU, who was selected after a competitive selection process. Disclosure of the Biomass Supply Contract could subject Corix to substantial harm and loss of competitive advantage resulting in rates or agreements that are unfavorable for existing, as well as future, customers.

To reasonably accommodate the disclosure request, Corix and the biomass fuel supplier jointly developed a mutually acceptable redacted version of the Biomass Supply Contract that may be shared publicly. Corix submits the redactions are necessary to prevent against the risks outlined above. The redacted version of

¹ BC Old Age Pensioners' Organization, Council of Senior Citizens' Organizations of BC, Disability Alliance BC, and Tenant Resource and Advisory Centre.

the Biomass Supply Contract is included as an attachment to this letter. Also attached is a table that provides further information regarding the forecast biomass demand that builds on Table 6: Total Forecast Energy Demand for the BMDEU. This is all in addition to the contract details provided in Section 7.1 of the Application, which includes an overview of key contract sections.

Corix respectfully reiterates its prior submission in Section 3.1.1 of the Application, i.e. BCUC approval of the Biomass Supply Contract is not required under the *Utilities Commission Act* (“UCA”). Section 71, located in Part 5 of the UCA, addresses the filing of energy supply contracts. Section 68 of the UCA provides the definitions applicable to Part 5 of the UCA and defines “energy” as “electricity or natural gas.” Biomass fuel is not included in the definition of energy applicable to Part 5 of the UCA. As Corix is not seeking such approval, public disclosure of the entire Biomass Supply Contract is neither required by, nor necessarily beneficial to, the current proceeding.

For the reasons set out above, Corix requests that the Panel continue to hold the entire financial model confidential and submits that, with the additional information provided in or attached to this letter, that parties have received sufficient information for the review of the Application.

All of which is respectfully submitted,

Corix Multi-Utility Services Inc.

Per:



Francis (Frank) Durnford
Senior Legal Counsel, Corix Utilities Inc.

Encl.

Attachment 1

Updated version of Table 6 in the Application

Table 1A: Total Forecast Energy Demand for the BMDEU (with Biomass Demand)

ANNUAL ENERGY DEMAND	TEST PERIOD				UNIVERCITY BUILD-OUT	
	2020	2021	2022	2023	2024	2025
UniverCity (MWh)	12,922	16,086	18,926	21,447	24,071	25,215
SFU (MWh)	14,596	43,787	43,787	43,787	43,787	43,787
Total (MWh)	27,518	59,873	62,713	65,234	67,858	69,002
Biomass Demand (MWh) - SFU	14,596	43,787	43,787	43,787	43,787	43,787
Biomass Demand (MWh) – UniverCity	3,338	12,465	14,666	16,620	18,653	19,539
Natural Gas Demand (MWh) – UniverCity	9,584	3,621	4,260	4,828	5,418	5,676
Total demand (MWh) - BMDEU	27,518	59,873	62,713	65,234	67,858	69,002
Biomass % of Total Demand	65%	94%	93%	93%	92%	92%
SFU % of Total Biomass Demand	81%	78%	75%	72%	70%	69%
UniverCity % of Total Biomass Demand	19%	22%	25%	28%	30%	31%

Attachment 2

Redacted Biomass Supply Contract

BIOMASS SUPPLY CONTRACT

This Biomass Supply Contract dated effective August 30, 2019 is between:

CORIX MULTI-UTILITY SERVICES INC.



("Corix")

and:

CLOVERDALE FUEL LIMITED



("Fuel Supplier")

BACKGROUND

- A. Corix is building and will own, operate and maintain a biomass central energy plant and associated facilities (collectively, the "Facilities"), which will provide thermal energy service to both the SFU campus and a sustainable residential / commercial development known as UniverCity, located on Burnaby Mountain in Burnaby, British Columbia.
- B. In connection with the Facilities, Corix requires a dedicated contractor to supply, deliver and unload the Biomass (as defined in Section 1.1(c) below).
- C. Fuel Supplier is experienced in the wood by-products sourcing, handling, brokering, and transport business and is a leader in the processing of wood, wood products and uncontaminated wood waste into biomass fuel.
- D. Corix wishes to retain Fuel Supplier to supply and deliver the Biomass for the Facilities on the terms and conditions set out in this Contract.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties agree as follows:

1. Definitions

1.1. Defined Terms. In this Contract the following capitalized terms have the meanings set out below:

- (a) "BDT" has the meaning in Section 2.3(a) of Schedule A;
- (b) "Benchmark" means the average price of diesel in Vancouver, British Columbia in 2018 according to NRCan, which for reference was 139.73 cents per liter;
- (c) "Biomass" means uncontaminated wood waste that meets the more stringent of (i) Metro Vancouver requirements for biomass fuel under "Greater Vancouver Regional District Boilers and Process Heaters Emission Regulation Bylaw No.1087, 2008" (*Adopted October 24, 2008*) and "Greater Vancouver Regional District Boilers and Process Heaters Emission Regulation Amending Bylaw No. 1190, 2013" (*Adopted October 25, 2013*) as may be amended or superseded from time to time and (ii) the requirements of any Air Permit issued to Corix by Metro Vancouver in respect of the Facilities, and which may

include mill ends, wood chips, shavings, sawdust, sander dust, clean construction wood waste, park trimmings, and hog fuel;

- (d) **"Business Day"** means any day other than a Saturday, Sunday, or a statutory holiday in British Columbia;
- (e) **"Commissioning Process"** means the process for testing and certifying the Facilities as outlined in Section 3.3 of the Amended and Restated Infrastructure Agreement between Corix and SFU dated January 27, 2017;
- (f) **"Contract"** means this Biomass Supply Contract;
- (g) **"Corix Representative"** has the meaning set out in Section 3.1;
- (h) **"Delivery Point"** means the delivery point at the Facilities located on 8500 South Campus Road on Burnaby Mountain in Burnaby, British Columbia;
- (i) **"Diesel Portion"** has the meaning set out in Schedule A;
- (j) **"Disclosing Party"** has the meaning set out in Section 15.1;
- (k) **"Effective Date"** means the date first set out above;
- (l) **"Facilities"** has the meaning set out in Recital A;
- (m) **"Force Majeure Event"** means any event or occurrence not within the control of the party claiming Force Majeure, and which by the exercise of reasonable diligence such party is unable to prevent or overcome, including any acts of nature such as lightning, earthquakes, storms, washouts, landslides, avalanches, floods, weather events which make the roads leading to the Delivery Point impassable or patently unsafe, and other extreme weather conditions; epidemics; strikes, lockouts or other industrial disturbances; acts of the Queen's or public enemies, sabotage, wars, blockades, insurrections, riots or civil disturbances, fires, explosions, any delay by or actions of governmental authorities, and any changes of law. For greater certainty, a party is deemed to have control over the actions or omissions of those persons to which it, its agents, contractors or employees, have delegated, assigned or subcontracted its obligations and responsibilities;
- (n) **"Indemnified Parties"** has the meaning set out in Section 9.1;
- (o) **"Indemnitor"** has the meaning set out in Section 9.1;
- (p) **"In-Service Date"** means the first day of the first full calendar month that immediately follows the date on which Corix obtains certification that all components of the Facilities are "Functional" as that term is defined in Section 1.1 of the Amended and Restated Infrastructure Agreement between Corix and SFU dated January 27, 2017;
- (q) **"Non-Defaulting Party"** has the meaning set out in Section 11.1;
- (r) **"Personal Information"** has the meaning set out in Section 13.1;
- (s) **"Receiving Party"** has the meaning set out in Section 15.1;
- (t) **"Services"** means the supply and delivery of Biomass to the Facilities in accordance with the Specifications and the requirements in Schedule A;

- (u) "SFU" means Simon Fraser University;
- (v) "Specifications" means the specifications for the Biomass as set out in Schedule A;
- (w) "Term" has the meaning set out in Section 2.1;
- (x) "Termination Date" [REDACTED]
- (y) "Third Parties" has the meaning set out in Section 13.3; and
- (z) "WCB" has the meaning set out in Section 8.1(a).

2. Term

2.1. Term. The term of this Contract will continue from the Effective Date until the Termination Date, unless terminated earlier pursuant to Part 11 of this Contract (the "Term"). Fuel Supplier acknowledges Services will not be required until the start of the Commissioning Process.

2.2. Renewal. [REDACTED]

3. Corix Representative

3.1. Representative. Corix's representative in respect of this Contract will be the chief engineer for the Facilities (the "Corix Representative"). Corix will as soon as reasonably possible notify Fuel Supplier of the Corix Representative's name and contact information and will provide Fuel Supplier with reasonable notice of changes to the Corix Representative or their contact information. The Corix Representative will be Fuel Supplier's principal contact for the purposes of this Contract and the Services. Fuel Supplier will report to, make recommendations to, and take directions from the Corix Representative in respect of the Services.

4. Representations and Warranties

4.1. Fuel Supplier Representations. Fuel Supplier hereby represents and warrants to Corix that:

- (a) Fuel Supplier and all of its employees performing the Services possess the necessary qualifications, licenses, permits, knowledge, skills, expertise and experience to perform the Services with the generally accepted professional standards for services of similar nature;
- (b) the performance of the Services does not create any actual conflict of interest, whether ethically, professionally or otherwise, in relation to any services provided by Fuel Supplier to any other party prior to or concurrently with this Contract;
- (c) the performance of the Services by Fuel Supplier does not require consent under, or will not place Fuel Supplier in breach of, a contractual obligation to any other party or in violation of an applicable law;
- (d) all equipment and materials provided as part of the Services are free and clear of any encumbrance or lien;
- (e) it is a corporation, duly organized, validly existing and in good standing under the laws of the Province of British Columbia;

- (f) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Contract;
- (g) it has the full right, corporate power and authority to enter into this Contract and to perform its obligations hereunder;
- (h) this Contract has been executed and delivered by Fuel Supplier and constitutes the legal, valid and binding obligation of Fuel Supplier, enforceable against Fuel Supplier in accordance with its terms;
- (i) it is in material compliance with all applicable laws relating to this Contract, the Services and the operation of its business; and
- (j) it is not, and there is no reasonable basis to believe that it will become, insolvent.

4.2. Corix Representations. Corix hereby represents and warrants to Fuel Supplier that:

- (a) Corix is duly organized, validly existing and in good standing under the laws of the jurisdiction it currently subsides in;
- (b) Corix has the power and authority to carry on the business now being carried on by it and has the full power and authority to enter into this Contract;
- (c) all necessary and requisite corporate proceedings, resolutions and authorizations have been taken, passed, done and given by Corix and by the directors thereof to authorize, permit and enable Corix to execute and deliver this Contract and perform its obligations hereunder;
- (d) Corix is not, and there is no reasonable basis to believe that it will become, insolvent; and
- (e) this Contract has been executed and delivered by Corix and constitutes the legal, valid and binding obligation of Corix, enforceable against Corix in accordance with its terms;
- (f) it is in material compliance with all applicable laws relating to this Contract and the operation of its business; and
- (g) it has obtained all licenses, authorizations, approvals, consents or permits required by applicable Laws to conduct its business generally and to perform its obligations under this Contract.

5. Covenants of Fuel Supplier

5.1. Fuel Supplier hereby covenants to Corix as follows with respect to the performance of the Services:

- (a) perform the Services in a competent, workmanlike and professional manner, using due care and diligence;
- (b) Fuel Supplier will comply with all facility safety, security and quality control procedures reasonably required by Corix and provided in advance to Fuel Supplier;
- (c) Fuel Supplier will comply with all applicable laws, orders, regulations, ordinances, standard, codes and other rules, licenses and permits of all lawful authorities;

- (d) Fuel Supplier shall take reasonable measures to minimize damage or wear and tear to the Facilities and the SFU campus, as well as disturbance to the environment in which they are located, in the performance of the Services;
- (e) Fuel Supplier will furnish all labour, supervision, materials, tools and equipment (except as otherwise expressly provided in this Contract) and will secure all permits and approvals necessary for the complete performance of the Services;
- (f) Fuel Supplier will cooperate fully with all reasonable requests of the Corix Representative in conducting inspections or tests of the Services performed; and
- (g) all Services covered by this Contract will conform to the Specifications and requirements outlined in this Contract, including its Schedules.

6. Terms of Payment

- 6.1. Fees. Corix will pay Fuel Supplier for the Services in accordance with the fee schedule attached as Schedule B.
- 6.2. Deductions. Corix will not be responsible for deducting or remitting from Fuel Supplier's compensation any amounts in respect of income tax withholding, Canada Pension Plan premiums, Employment Insurance premiums, and workers' compensation premiums or any other statutory or other withholdings or deductions.
- 6.3. Invoice and Report. Commencing with the first delivery made during the Commissioning Process, Fuel Supplier will submit to the Corix Representative a weekly invoice on the Monday of each week for Fuel Supplier's fees for supply and delivery of Biomass as described in Schedule B during the previous week.
- 6.4. Payment of Invoice. The Corix Representative will verify and approve each invoice and, if satisfactory, will arrange for payment within 30 days after receipt. If the Corix Representative does not find the invoice satisfactory, acting reasonably, then the Corix Representative will, no longer than 10 days after receipt of the invoice, notify Fuel Supplier and the parties will resolve any such disagreement under Part 12.
- 6.5. GST/PST. Corix will pay to Fuel Supplier the applicable GST/PST or any replacement or additional taxes payable by a buyer on the supply of the Services and/or the Biomass, provided that Fuel Supplier includes the following information in the invoices:
 - (a) Fuel Supplier's full legal name;
 - (b) Corix's full legal name;
 - (c) sufficient information to identify the reporting period when the GST/PST, in respect of the Services, was paid or becomes payable and the amount of GST/PST paid or payable; and
 - (d) such additional information as may be required on any replacement or additional taxes.
- 6.6. No Further Responsibility. Corix will not be responsible for any GST/PST other than as specified above. Fuel Supplier agrees to indemnify and hold Corix harmless from and against any order, penalty, interest or tax that may be exercised or levied against Corix:
 - (a) in respect of any of Fuel Supplier's unpaid income tax withholdings, Canada Pension Plan or Employment Insurance premiums or workers' compensation premiums;

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- (b) as a result of the failure of Fuel Supplier to charge, collect or remit GST/PST under the *Excise Tax Act* (Canada), provided that Corix pays to Fuel Supplier the applicable GST/PST under Section 6.5 ; or
- (c) as a result of the failure or delay of Fuel Supplier to file any return or information required by any applicable law, ordinance or regulation.

6.7. Discharge of Liens and Withholding. Fuel Supplier will, if applicable, make payment and take all other steps which may be reasonably necessary so that no lien claims are made in connection with the provision of the Services, and that the compensation payable to Fuel Supplier by Corix is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, Fuel Supplier will promptly cause such lien to be discharged. If any such lien will so attach, Fuel Supplier will promptly procure its release and hold Corix harmless from all loss, damage, cost, or expense incidental thereto. Corix will retain holdback(s) from payment(s) owing to Fuel Supplier under this Contract as required by lien legislation applicable to the Services until all liens that may be claimed against the holdback have expired or have been satisfied or discharged. Each release of a holdback amount pursuant to this Contract is subject to: the applicable lien legislation; Fuel Supplier providing to Corix a statutory declaration in a form acceptable to Corix, acting reasonably, confirming payment of sub-trades and suppliers and the absence of any related lien rights; and performance by Fuel Supplier of the Services in accordance with this Contract. In addition, Corix may withhold from any payment due to Fuel Supplier an amount no more than is sufficient to indemnify Corix against any lien claim that could reasonably arise in connection with the provision of the Services, until the lien has been discharged or other arrangements to satisfy the lien have been made by Fuel Supplier.

7. Maintenance of Records

7.1. Record Retention. Fuel Supplier will keep full and detailed records respecting performance of the Services, including the payment of fees and/or reimbursement of expenses by Corix, until the later of: (i) two years after completion or termination of the Services, or (ii) any period required by applicable laws. Fuel Supplier will permit Corix, or any person designated by Corix, to inspect, audit and copy these records at all reasonable times.

8. Insurance

8.1. Minimum Coverage. Before commencing the Services, Fuel Supplier will obtain, at its own expense, the following insurance coverage:

- (a) workers' compensation and employer's liability coverage in accordance with the statutory requirements in the jurisdiction where the Services are performed. Fuel Supplier will provide a copy of a current clearance certificate from the applicable workers' compensation board ("WCB") and valid clearance certificates for the Term certifying that Fuel Supplier is registered with the WCB and not in arrears in any payments or assessments required to be submitted to the WCB. Fuel Supplier will provide Corix with a new clearance certificate no later than seven days before the expiry of the most recent clearance certificate provided to Corix. If WCB coverage is not available to Fuel Supplier, Fuel Supplier will provide Corix with a letter outlining the reasons for lack of coverage;
- (b) commercial general liability for bodily injury, death and property damage in the minimum amount of ██████████ per occurrence, naming Corix as an additional insured with respect to the Services. The policy will also provide such insurance as primary insurance in relation to liability arising out of the Services and contain a cross liability provision and a waiver of subrogation against Corix and its officers, directors, servants and agents; and

- (c) automobile liability on all vehicles used by Fuel Supplier in connection with this Contract in the minimum amount of [REDACTED] per occurrence in respect of bodily injury, death and property damage.

8.2. **Additional Insurance.** During the Term, Corix may provide written notice to Fuel Supplier that Corix requires Fuel Supplier to obtain additional insurance or to alter or amend the insurance policies required under this Part 8, provided Corix will pay any additional costs associated with such changes.

8.3. **Evidence of Insurance.** Fuel Supplier will provide Corix with evidence of the foregoing insurance coverage in a form to the reasonable satisfaction of Corix prior to commencing the Services and as reasonably requested by Corix from time to time during the Term.

9. Indemnities

9.1. **Mutual Indemnity.** Each party (the "Indemnitor") will indemnify and hold the other, its directors, officers, representatives, agents and employees (the "Indemnified Parties") harmless from and against any actions, claims, damages, costs and expenses whatsoever (including without limitation all applicable lawyers' fees and disbursements, investigation expenses, adjusters' fees and disbursements) which may be brought against or suffered by one or more Indemnified Parties, or which one or more Indemnified Parties may incur, sustain or pay, as a result of the Indemnitor's breach of the Contract or the negligence, wilful act or omissions of one or more Indemnitor Parties arising out of or in connection with this Contract, except to the extent caused by the negligence, wilful act or omission, or breach of this Contract by one or more of the Indemnified Parties. The "Indemnitor Parties" includes the Indemnitor, its directors, officers, representatives, agents and employees.

9.2. **Defence of Claims.** The Indemnitor will defend any claims or suits referenced in Section 9.1, and the Indemnified Parties will have the right (but not the obligation) to participate in the defence of such claims or suits.

9.3. **Survival.** This Part 9 will survive the termination or expiration of this Contract.

10. Performance Guarantees/Penalties

10.1. **Guarantee.** Fuel Supplier will provide guarantees and pay penalties for non-compliance as described in Section 3 of Schedule A.

10.2. **Default Remedy.** [REDACTED]

11. Termination

11.1. **Early Termination for Breach.** This Contract may be terminated by a party (the "Non-Defaulting Party") if the other party is in material default of its obligations under this Contract. Prior to terminating this Contract, the Non-Defaulting Party must provide the other party with written notice of the default and the opportunity to cure the default. If the other party does not cure the default within thirty (30) days following its receipt of the notice, the Non-Defaulting Party may terminate this Contract effective immediately upon written notice to the other party. Any such termination will

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be without prejudice to any other rights or remedies the Non-Defaulting Party has under this Contract or at law.

- 11.2. Termination due to Bankruptcy. Corix or Fuel Supplier may terminate this Contract with immediate effect upon written notice to the other party, if the other party becomes insolvent, commits an act of bankruptcy, has a receiver or liquidator appointed for its assets or otherwise files for protection from claims of its creditors.
- 11.3. Termination due to Force Majeure. Subject to Part 16, Corix or Fuel Supplier may terminate this Contract with immediate effect upon written notice to the other party where a Force Majeure Event has precluded the other party's performance of any or all of its obligations under this Contract for 60 consecutive days. Further, if a Force Majeure Event described in section 16.2 has persisted for 60 consecutive days, either Corix or Fuel Supplier may terminate this Contract with immediate effect upon written notice to the other party.
- 11.4. Effect of Termination for Breach.

(a)

(b)

12. Disputes

- 12.1. Informal Resolution. The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the Term that relate to this Contract or alleged breaches of this Contract. Subject to Sections 12.3 and 12.4, in all such instances, either party may, by written notice to the other party, have such controversy, claim, or dispute referred to a member of the other party's senior management for attempted resolution by good faith negotiations within 20 days after such notice is received. Any settlement reached by the parties under this Section 12.1 will not be binding until reduced to writing and signed by an officer of each party. When reduced to writing, such settlement Contract will supersede all other Contracts, written or oral, to the extent such Contracts specifically pertain to the matters so settled. If the designated individuals are unable to resolve such controversy, claim or dispute within such 20-day period, either party may invoke the provision of Section 12.2 below.
- 12.2. Arbitration. If the parties fail to resolve their dispute through informal resolution pursuant to Section 12.1, the parties will refer the unresolved dispute to arbitration under the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre. Unless the parties agree otherwise, a single arbitrator selected by the parties will conduct the arbitration at a single hearing. The decision of the arbitrator will be final and binding upon the parties and the parties will abide by the decision and perform the terms and conditions thereof. The place of arbitration will be Vancouver, British Columbia or such other place as the parties may agree.
- 12.3. Equitable Relief. Notwithstanding anything in this Contract to the contrary, a party will be entitled to seek any equitable remedy available in any court having jurisdiction over such claim without first submitting the claim to binding arbitration.

- 12.4. **Exceptions.** The dispute resolution provisions set forth in this Part 12 will not apply to any controversy, claim or dispute regarding improper disclosure of confidential information or the improper use or violation of intellectual property of rights.
- 12.5. **Continued Performance.** All performance required by the parties under this Contract and payment therefor will continue during any dispute resolution proceedings.
- 13. Personal Information**
- 13.1. **Personal Information.** Fuel Supplier acknowledges that during the Term, Corix may provide Fuel Supplier with personal information relating to individuals (collectively "**Personal Information**"), and that disclosure by Corix to Fuel Supplier of Personal Information places certain obligations on Fuel Supplier relating to the retention, use and disclosure of the Personal Information by Fuel Supplier under applicable laws.
- 13.2. **Use and Disclosure.** Fuel Supplier will only retain, use or disclose Personal Information for the limited purpose for which Corix disclosed the Personal Information to Fuel Supplier to allow Fuel Supplier to perform the Services. Any further use or disclosure is strictly prohibited without Corix's express written consent.
- 13.3. **Consent required.** In the event that Fuel Supplier proposes to disclose the Personal Information to third parties or permitted sub-contractors ("**Third Parties**") in connection with the performance of the Services, Fuel Supplier will obtain the written consent of Corix prior to such disclosure and will not proceed with such disclosure until consent has been obtained, provided that no such consent will be required if Fuel Supplier reasonably believes it is required by law to make such disclosure and obtaining consent prior to disclosure is not practicable. In such cases, Fuel Supplier will also take reasonable steps to ensure that the Third Parties deal with and treat the Personal Information in the same manner as Fuel Supplier is required to do under this Contract.
- 13.4. **Complaints.** If Corix has reasonable grounds to believe that Fuel Supplier has used or disclosed Personal Information contrary to the terms of this Contract (whether or not a complaint is filed), then Corix may at reasonable times inspect Fuel Supplier's records to assess the validity of the complaint, or to ensure compliance with the privacy requirements of this Contract.
- 13.5. **Return of Records.** Corix may require, at its discretion, Fuel Supplier to return all records that contain Personal Information disclosed to Fuel Supplier by Corix, unless Fuel Supplier reasonably believes it is otherwise required by law to maintain a copy of such records. Where the return of such records is impractical, Corix may require Fuel Supplier to expunge from its records any Personal Information disclosed from Corix to Fuel Supplier. Fuel Supplier will have 30 days from receipt of a written request from Corix either to return the records or to expunge the Personal Information, provided Fuel Supplier does not reasonably believe it is required by law to maintain such records.
- 13.6. **Expunging of Records.** Notwithstanding Section 13.5, Fuel Supplier will expunge all Personal Information provided to it by Corix from Fuel Supplier's records within one year following the completion or termination of the Services, provided Fuel Supplier does not reasonably believe it is required by law to maintain a copy of such records.
- 14. Conflict of Interest**
- 14.1. **Fuel Supplier's Obligation.** Fuel Supplier acknowledges that the Facilities form part of a regulated utility and that the Facilities are located on the SFU campus. Fuel Supplier shall not, and shall ensure that its advisors, partners, directors, officers, appointees, employees, agents, and volunteers do not, engage in any activity where such activity would reasonably create, actually,

potentially or perceivably, a conflict of interest with the provision of the Services pursuant to this Contract. In addition:

- (a) Fuel Supplier acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Corix relevant to the Services other than as contemplated under this Contract or where Corix has not specifically authorized such use;
- (b) Fuel Supplier shall disclose to Corix without delay any actual or potential situation that may be reasonably interpreted as a conflict of interest, potential conflict of interest or perceived conflict of interest; and
- (c) a breach of this Section 14.1 by Fuel Supplier shall entitle Corix to immediately terminate this Contract, in addition to any other remedies that Corix has under this Contract, in law or in equity.

14.2. Limitation on Obligation. Nothing in Section 14.1 limits Fuel Supplier's right to enter into agreements with third parties to provide services that are the same as, or similar to, the Services or to otherwise restrict the lawful business of Fuel Supplier.

15. Confidentiality and Ownership

15.1. Use of Confidential Information. All information or documentation received by either party (the "Receiving Party") from the other party (the "Disclosing Party") pertaining to or arising from this Contract or the business affairs or trade secrets of the Disclosing Party will be deemed to be confidential and proprietary to the Disclosing Party. Except as otherwise provided herein, the Receiving Party will not directly or indirectly disclose any such confidential information or documentation to any party (other than its own employees on a need to know basis in connection with this Contract) without the prior written consent of the Disclosing Party. The Receiving Party will ensure that each of its employees or representatives who receive confidential information or documentation hereunder comply with the requirements of this Part 15.

15.2. No Application. The obligation of confidentiality set out above will not apply to material, data or information which is: (a) publicly available without breach of this Contract; (b) already known to or in the possession of the Receiving Party prior to receipt of such information as evidenced by written records and that is not otherwise subject to confidentiality restrictions; (c) received from a third party having the right to disclose such information without restriction; (d) independently developed by the Receiving Party without access to, or use of, the information as evidenced by written records; or (e) disclosed by Corix to SFU or its representatives for the purpose of facilitating contractual performance in respect of Corix's agreements with SFU related to the Facilities or related Services, provided SFU agrees in writing to maintain such information as confidential, subject to SFU's disclosure obligations at law.

15.3. Ownership of Information. The parties acknowledge and agree that the other party has and will have proprietary rights in all information and documentation supplied to the Receiving Party by the Disclosing Party or arising from performance of this Contract including, without limitation, finished drawings, rough drawings, correspondence, notes, calculations and other work in progress, and the Receiving Party will surrender any such materials that may be in its possession to the Disclosing Party at any time upon the request of Disclosing Party or at the termination of this Contract.

15.4. Intellectual Property. Notwithstanding the generality of the foregoing, all copyright, patents, trademarks and any other intellectual property rights to any programs, operating manuals, functional specifications and related documentation developed by Fuel Supplier for Corix except as otherwise specified in this Contract, will be assigned to, vest in and be the sole property of Corix. In addition to the foregoing, Fuel Supplier agrees to waive all moral rights in any copyrighted works associated with the Services.

15.5. Survival. The covenants of the parties set out in Section 15.1 will survive termination of this Contract (for any reason, including without limitation, expiration of the Term) for a period of five years; provided, however, that with respect to any confidential information shared hereunder which constitutes a trade secret, such covenants will survive termination of this Contract (for any reason, including without limitation, expiration of the Term) for as long as such confidential information constitutes a trade secret. The provisions of Sections 15.3, 15.4 and the provisions of this Section 15.5 will survive termination of this Contract for any reason, including without limitation, expiration of the Term.

16. Force Majeure

16.1. Occurrence of Force Majeure. If either party is unable or fails to perform (in whole or in part) its obligations or covenants under this Contract (except an obligation or covenant to pay) due to a Force Majeure Event, such inability or failure will be deemed not to be a breach of this Contract. In such a case, the obligations of both parties under this Contract will be suspended to the extent necessary during the continuation of the Force Majeure Event. For clarity, any penalties that normally would arise for failure to perform will not apply where there is a demonstrated Force Majeure Event.

16.2. Force Majeure and Minimum Volumes. Notwithstanding anything in section 16.1, if, as the result of a Force Majeure Event, the Facilities are not operational such that Corix cannot reasonably take deliveries of Biomass at the Facilities or supply Biomass-fueled energy from the Facilities for 30 days or more, then Corix shall be relieved from its covenant in section 2.3(a) of Schedule A, including the obligation to pay for the minimum volumes outlined in that section. In such a case, Corix will provide timely updates to Fuel Supplier regarding Corix's efforts to address the effects of the applicable Force Majeure Event.

16.3. Notice. As soon as possible after the Force Majeure Event is remedied or discontinued, the party claiming a Force Majeure Event will give notice to the other party of such remedy, and that such party has resumed, or is then in a position to resume, the performance of its suspended covenants and obligations hereunder either in whole or in part.

16.4. No Benefit. Neither party will be entitled to the benefit of claiming a Force Majeure Event under any of the following circumstances:

- (a) to the extent that the inability or failure was caused by the negligence or contributory negligence of the party claiming a Force Majeure Event;
- (b) to the extent that the inability or failure was caused by the party claiming a Force Majeure Event having failed to diligently attempt to remedy the condition or to resume the performance of such covenants and obligations with reasonable dispatch;
- (c) if the inability or failure was caused by lack of funds by the party claiming a Force Majeure Event or is in respect of any amount due by the party claiming a Force Majeure Event hereunder; or
- (d) where the claiming party fails to provide written notice to the other party, as soon as possible after the claiming party determines a Force Majeure Event has or will occur, of the Force Majeure Event and its impact on the claiming party's performance under this Contract.

17. Possession, Title and Risk

17.1. Transfer of Possession, Title and Risk. Possession of, title to and risk of loss of, damage to or damage caused by the Biomass supplied and delivered hereunder will pass from Fuel Supplier to

Corix once Fuel Supplier's delivery truck has been safely unloaded by Fuel Supplier at the Delivery Point and accepted by Corix.

18. Subcontracting

- 18.1. No Subcontracting. Fuel Supplier will not subcontract any of the Services without the prior written consent of Corix, which may be withheld at Corix's discretion. Notwithstanding Corix's consent to the subcontracting of any of the Services, no such subcontracting will relieve Fuel Supplier from its obligations and responsibilities to Corix under this Contract.

19. Assignment

- 19.1. Assignment. Fuel Supplier will not assign its rights or obligations under this Contract without the prior written consent of Corix, which Corix may withhold at its discretion. Corix may assign its rights and obligations under this Contract to an affiliate on notice to the Fuel Supplier. Corix may assign its rights and obligations under this Contract to a non-affiliate with Fuel Supplier's prior written consent which may not be unreasonably withheld.

20. Relationship

- 20.1. Independent Contractor. [REDACTED]

- 20.2. No Further Obligations. For greater certainty, on termination of this Contract, whether on the Termination Date or pursuant to Part 11, neither party will have any further obligations of any kind to the other or any of its employees, except as expressly set out in this Contract.

- 20.3. No Exclusivity. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

21. Notice

- 21.1. Address for Notice. Any notice or communication required or permitted to be given under this Contract will be in writing and will be considered to have been given if delivered by hand or transmitted by means of electronic transmission to the particulars of each party set out below:

- (a) if to Fuel Supplier:

[REDACTED]

Attention:

Email:

with a copy to:

(b) if to Corix:

or to such other particulars as a party may designate in the manner set out above.

21.2. **Delivery.** Notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours on a Business Day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;
- (b) if sent by means of electronic transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day.

22. General

22.1. **Law.** The laws of the Province of British Columbia (excluding its conflict of laws rules) will govern and otherwise apply to this Contract. The courts of the Province of British Columbia will have jurisdiction over all claims, disputes and actions related to this Contract and the parties will attorn to the jurisdiction of those courts.

22.2. **Time.** Time is of the essence in this Contract.

22.3. **Enurement.** This Contract will be for the benefit of and be binding upon Corix and Fuel Supplier and their respective successors and permitted assigns.

22.4. **Number and Gender.** In this Contract, unless there is something in the subject matter or context inconsistent therewith: (a) words in the singular number include the plural and such words will be construed as if the plural had been used, (b) words in the plural include the singular and such words will be construed as if the singular had been used, and (c) words importing the use of any gender will include all genders where the context or party referred to so requires, and the rest of the sentence will be construed as if the necessary grammatical and terminological changes had been made.

22.5. **Severability.** If any term, covenant or condition of this Contract, or the application to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of the Contract or the

application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected and each remaining term, covenant or condition of the Contract will be separately valid and will be enforceable to the fullest extent permitted by applicable law.

- 22.6. Entire Agreement. This Contract, the schedules referred to herein, and any Exhibits, constitute the entire agreement between the parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.
- 22.7. Amendments and Waivers. Except as may be specifically provided in Schedule A with respect to change orders and upon the execution and delivery of settlement Contracts under Section 12.1, the parties are not bound by any amendment or variation of any provision of this Contract unless it is in writing and signed by both parties. A waiver by either party of any term of this Contract or of any breach by the other party of this Contract is effective only if it is in writing and signed by such waiving party. Such a waiver will not be deemed to constitute a waiver of any other term or any other breach.
- 22.8. Counterparts. This Contract may be executed by the parties in one or more counterparts and may be delivered by means of electronic transmission, which when delivered will be deemed to be an original and all of which will together constitute one and the same Contract.

The Parties have left the rest of this page blank.

TO EVIDENCE THEIR AGREEMENT the parties have executed this Contract effective the Effective Date.



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**SCHEDULE A
BIOMASS SPECIFICATIONS AND DELIVERY REQUIREMENTS**

1. General

- 1.1. Supply of Biomass. Fuel Supplier agrees to supply Biomass to Corix, and Corix agrees pay for deliveries of Biomass from Fuel Supplier on the terms and conditions set out in this Contract and this Schedule A.

2. Key Deliverables

- 2.1. Specifications. In providing the Services, Fuel Supplier will carry out and comply with the following Specifications:

(a) Standards:

- (i) Without limiting or changing the definition of Biomass in Section 1.1(c) in the body of the Contract, the Biomass and the provision of the Services will comply with the more stringent of: (1) Metro Vancouver requirements for biomass fuel under "Greater Vancouver Regional District Boilers and Process Heaters Emission Regulation Bylaw No.1087, 2008" (Adopted October 24, 2008) and "Greater Vancouver Regional District Boilers and Process Heaters Emission Regulation Amending Bylaw No. 1190, 2013" (Adopted October 25, 2013) as may be amended or superseded from time to time; and (2) the requirements of any Air Permit issued to Corix by Metro Vancouver in respect of the Facilities.

(b) Biomass Moisture Content:

- (i) The average moisture content will not exceed 45% in any 12-month period during the Term.
- (ii) The maximum moisture content at any time will not exceed 55%.
- (iii) Higher Heating Value: 19.7 MJ/kg OD @ 50% Wet Basis as calculated over any 12-month period.

(c) Fuel:

- (i) The Biomass must not contain:
- A. glue, paint (oil or phenolic based) or preservative, asbestos and other foreign substances harmful to humans, animals or plants when combusted;
- B. wood, wood products, or wood waste with chloride content greater than 0.05 percent dry basis; or
- C. wood, wood products, or wood waste with moisture content greater than 60%dry basis.
- (ii) The maximum size of the Biomass particles will be 3-inch minus.
- (iii) The Biomass will have an ash content of less than 5%.

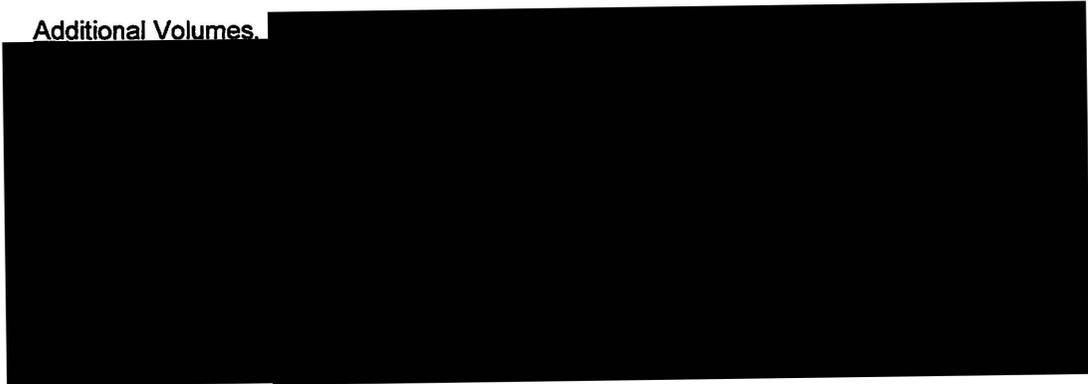
2.2. Commissioning Process.

- (a) Notice. Within 90 days of the expected start of the Commissioning Process, Corix and Fuel Supplier will meet to discuss Corix's plan for the Commissioning Process and the estimated quantities and deliveries required throughout the Commissioning Process.
- (b) Supply During Commissioning Process. Fuel Supplier and Corix acknowledge that Corix's Biomass requirements and delivery schedule during the Commissioning Process may vary. Fuel Supplier will supply and deliver Biomass to Corix during the Commissioning Process on the terms and conditions contained in this Contract and this Schedule A unless otherwise agreed to by the parties in writing. Corix will provide reasonable notice to Fuel Supplier of any specific supply or delivery requirements, including volumes, leading up to and during the Commissioning Process.

2.3. Required Quantities following the In-Service Date.

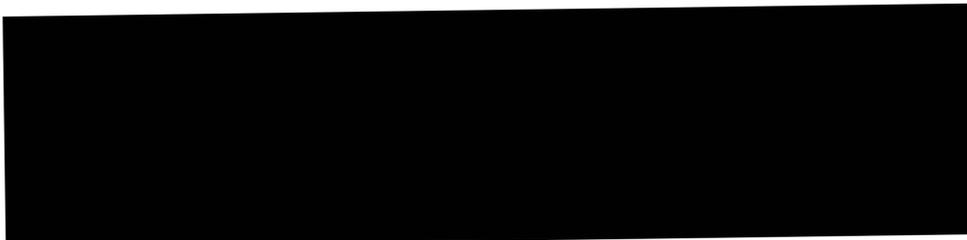
- (a) Minimum Volumes. During the 12 months following the In-Service Date, and for the 12-month period following each anniversary of the In-Service Date during the Term, Fuel Supplier agrees to supply Corix with, and Corix agrees to pay Supplier for, a minimum of 10,000 Bone Dry Tonnes ("BDTs") to be delivered at times and in volumes as required by Corix and as communicated to Fuel Supplier through the quarterly and weekly planning provided for in sections 2.3(f) and 2.3(g). Corix will pay Fuel Supplier the applicable fees outlined in Schedule B.

- (b) Additional Volumes.



- (c) Relevant Factors. Actual Biomass fuel requirements will depend on a number of factors, including (without limitation) the timing of the buildout of the UniverCity community, Facility efficiency, operating conditions, and seasonal weather conditions.

- (d) Estimate (Annual). The following are estimated forecast Biomass requirements in BDTs assuming (among other things) UniverCity Community will be fully built out by 2022:



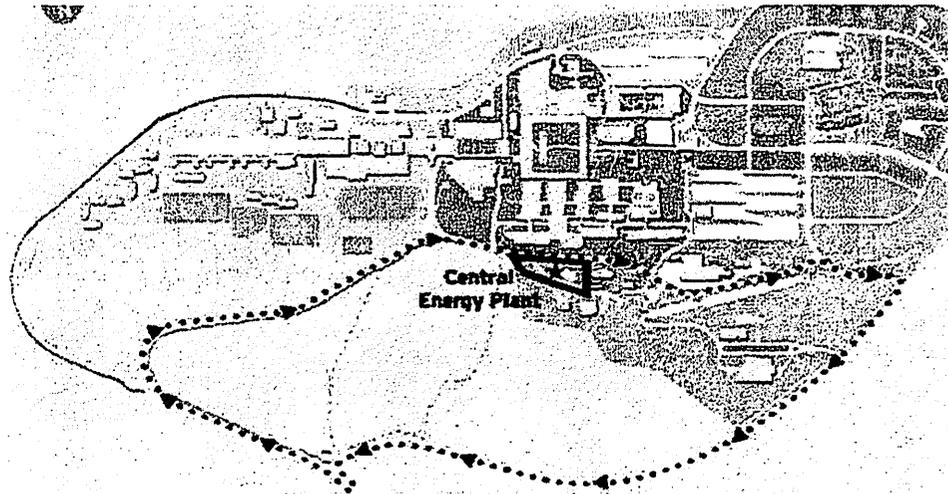
- (e) In-Service Date. Prior to the end of the Commissioning Process and within a reasonable period before the expected In-Service Date, Corix and Fuel Supplier will meet to determine

and agree upon the quantities and deliveries required for the first three months of operation starting on the In-Service Date.

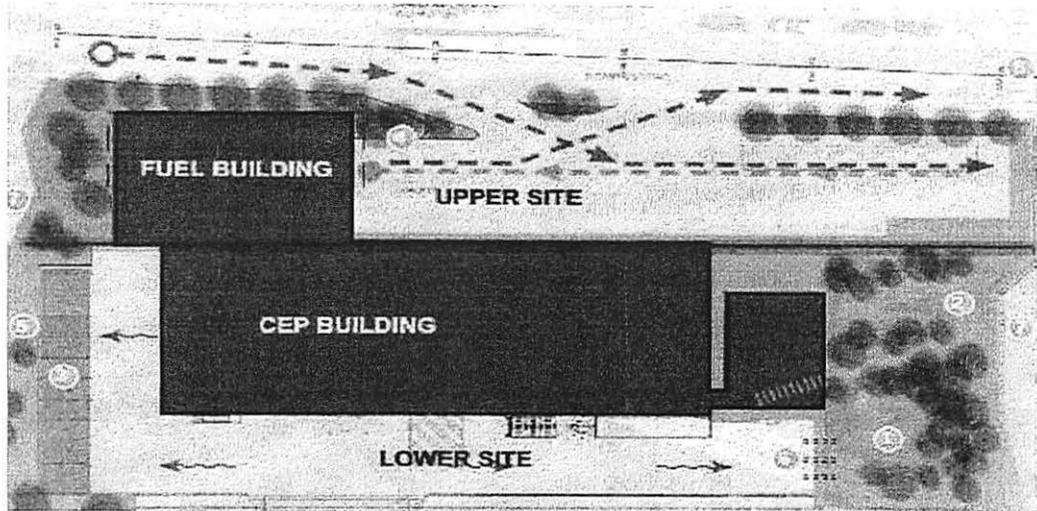
- (f) Quarterly Review. Following the In-Service Date, Corix and Fuel Supplier will meet on a quarterly basis to determine the required quantities and delivery schedules for the upcoming quarter.
- (g) Weekly Quantities. Each Friday afternoon, the Corix Representative and Fuel Supplier will plan the daily deliveries for the upcoming week based on the estimated demand and weather forecast.

2.4. Delivery Details

- (a) Delivery Point. Fuel Supplier will deliver and unload all Biomass at the Delivery Point.
- (b) Route. Unless otherwise directed by Corix, to access the Delivery Point, Fuel Supplier will use the route depicted below, which is to say by entering the SFU campus via Gagliardi Road, continuing on South Campus Road towards the central energy plant, and leaving the Facility east on South Campus Road.



- (c) Facilities Plan. The image below illustrates the required approach to the Delivery Point, the Delivery Point, offloading point, and method for leaving the Delivery Point and the Facilities. The grey dotted lines and arrows depict the direction of truck traffic. Fuel Supplier will adhere to this required approach unless otherwise directed by Corix.



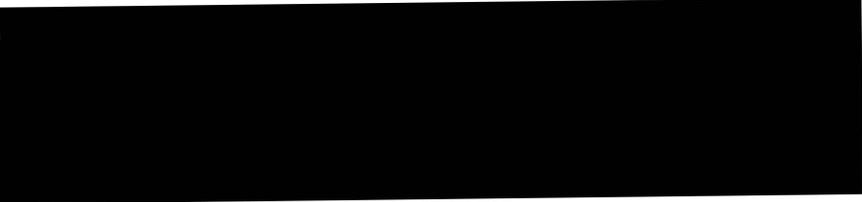
- (d) Trucks. Fuel Supplier will use trucks that have up to 20 tonne capacity trailers (moisture dependent) and that are walking floor equipped. Fuel Supplier will endeavour to use trucks in such a way that minimizes the number of trucks making deliveries to the Delivery Point.
- (e) Schedule. Notwithstanding the quarterly meetings discussed above and any quarterly forecasts, the delivery schedule will be set based on actual operational requirements. Accordingly, Fuel Supplier will deliver the Biomass on an as and when requested basis by Corix, based on Corix's written request. To facilitate this, the parties agree Corix and Fuel Supplier will set each week's delivery schedule by Monday of the applicable week unless the parties agree to another process for setting in advance the delivery schedule. The parties anticipate an average of 4 trucks/day on an annual basis, with 7 trucks/day expected during peak demand periods.
- (f) Restrictions. No deliveries will be made during rush hour traffic from Monday to Friday between the hours of 7:00am to 9:00 am and 4:00pm to 6:00pm.
- (g) Notice. Fuel Supplier will notify the Corix Representative as soon as reasonably possible if an expected delivery has been or will be delayed or if the Biomass cannot be delivered in the quantities or at the times specified. Even where Fuel Supplier provides notice under this Section 2.3(g), Fuel Supplier will remain responsible for carrying out its obligations and for any related penalties under this Contract.
- (h) Weekend deliveries. Corix does not expect to have operators on site during weekends. If Corix determines that any deliveries are needed during any particular weekend, a plan for receiving and testing the Biomass at the Facilities will be prepared on Friday before the scheduled weekend deliveries.
- (i) Truck cleaning after unloading. Truck drivers will keep cover tarps and back door open during the truck cleaning in order to eliminate confined space hazards. The driver will alert any operator onsite that he/she are cleaning the trailer and will not undertake such cleaning activities until the driver has been acknowledged.

2.5. Testing

- (a) Testing. Corix will perform visual inspections and analytical at its discretion which may include testing on each delivered load of Biomass at the Delivery Point to ensure compliance with the Specifications and requirements set out in this Contract. The testing that will be carried out will include but is not limited to the following:
 - (i) moisture content testing with moisture probe (average from multiple samples, at minimum 3 samples per delivered load); and
 - (ii) calorific value of the Biomass (average from multiple samples, at minimum 3 samples per each delivered load).
- (b) Independent Testing. Where Fuel Supplier has a reasonable concern that Corix's testing is inaccurate, Fuel Supplier may request an independent third-party conduct testing to confirm the accuracy of Corix's testing. Fuel Supplier may exercise this right up to once per quarter. If the results of the independent third-party testing demonstrate Corix's testing was inaccurate, Corix will pay the cost of the third-party testing. If the third-party testing confirms the results of Corix's testing, Fuel Supplier will pay the cost of the third-party testing.
- (c) Scales. Trucks will be equipped with truck scales installed and maintained by Fuel Supplier. Fuel Supplier will provide Corix personnel with a weight recording of a fully loaded truck delivering Biomass to the Delivery Point and will record the weight of an unloaded truck on Delivery Point for each delivery. The scale equipment will be calibrated as per manufacturer's recommendations. Proof of such calibration and a schedule for future testing and calibration process will be provided to Corix following the calibration activity.

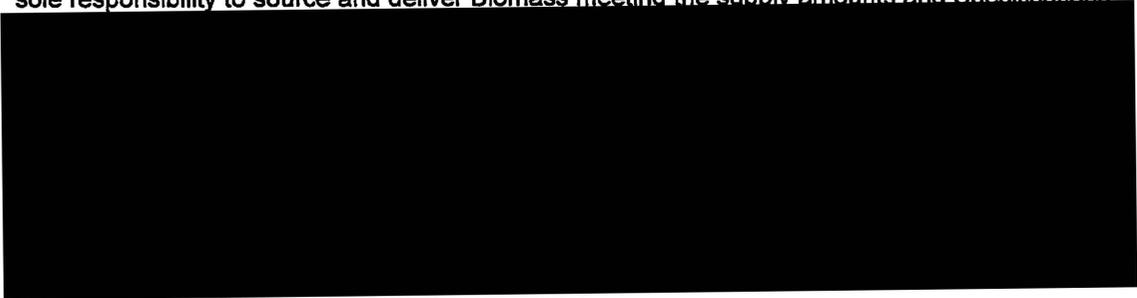


- (d) Records. Corix will record the results of testing and measurements in Sections 2.4 (a) and (b) for each load of Biomass using the form of log attached to this Contract as Exhibit I. Fuel Supplier's truck driver must sign off on a log recording the results.

- (e) Non-Compliance. 

3. **Performance Guarantees / Penalties**

- 3.1. Penalties. Fuel Supplier will supply and deliver the Biomass to the Facilities as per the terms of this Contract (including this Schedule A) and for the fees described in Schedule B. It is Fuel Supplier's sole responsibility to source and deliver Biomass meeting the supply amounts and Specifications.





**SCHEDULE B
TERMS OF PAYMENT**

1. Fees

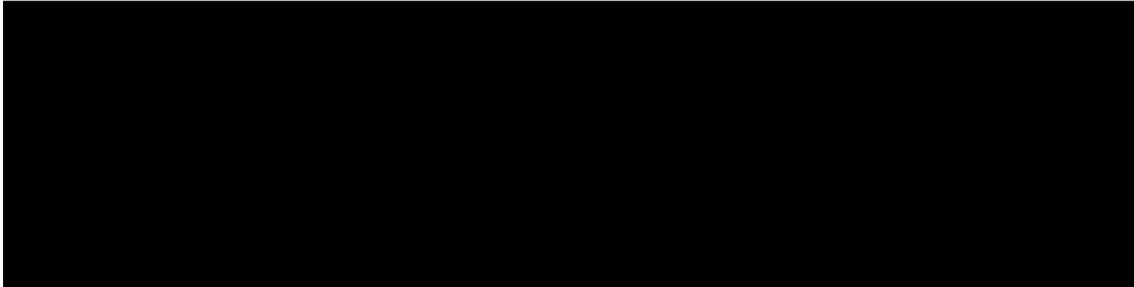
1.1. Subject to Section 1.2, Corix will pay Fuel Supplier for the Services as per the following schedule:



The unit price per BDT of Biomass is a fixed price including the Biomass sourcing, sorting, grinding to the required size, delivery to the site, unloading and truck return to Fuel Supplier location.

Calculating quantity of Biomass delivered in BDT for billing purposes: the quantity of Biomass delivered will be calculated by Corix on a weekly basis using information in the delivery log signed by both parties. The calculation and results will be provided to Fuel Supplier on the first Business Day of a new week.

1.2.



1.3.



2. Invoices

2.1. Each delivery of Biomass will be recorded by Corix personnel and Fuel Supplier's truck drives as per Section c-Testing, of Schedule A and Fuel Supplier will issue an invoice on a weekly basis, which will include the following information:

- the Contract number;
- the delivery log as per Exhibit II;
- quantity in BDT calculated based on information in the delivery log;

- price;
- applicable taxes; and
- any other information requested under Section 6 (Terms of Payment) of this Contract.

3. General

- 3.1. All dollar amounts expressed are in Canadian currency.
- 3.2. Prices listed herein are all-inclusive, except for applicable taxes.

4. Cost of Truck Mounted Scales



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EXHIBIT I

BIOMASS DELIVERY LOG SAMPLE

DELIVERY DATE/TIME	GROSS WEIGHT	TARE WEIGHT	MOISTURE CONTENT SAMPLE 1	MOISTURE CONTENT SAMPLE 2	MOISTURE CONTENT SAMPLE 3	MOISTURE CONTENT AVERAGE	SIGNED (CORIX AND CLOVEDALE FUEL)

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