

SUPPORT AND INDEMNITY AGREEMENT

THIS AGREEMENT, dated as of the • day of •, 2014,

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, Room 107,
Old Administration Building, 6328 Memorial Road, Vancouver,
British Columbia V6T 1Z2

(“**UBC**”)

OF THE FIRST PART

AND:

CORIX MULTI-UTILITY SERVICES INC., Suite 1160 – 1188
West Georgia Street, Vancouver, British Columbia V6E 4A2

(“**Corix**”)

OF THE SECOND PART

WITNESSES THAT WHEREAS:

A. UBC is the registered owner in fee-simple of certain lands and premises (each, a “**Lot**”) which are situate within the area of UBC’s Vancouver Campus and which UBC has leased to various third parties (each a “**Developer**”) for the purpose of allowing each such Developer to construct on a Lot leased to it, one or more buildings (collectively, a “**Building**”) containing commercial, residential or industrial space;

B. Each Developer has agreed to design and construct its respective Building so as to be heated by hot water and so that hot water for space heating, for domestic use and heat for ventilation make up air in the Building could in the future be supplied (the “**Service**”) by a community energy system, so long as such community energy system, if and when developed, is compatible with the relevant equipment and fittings installed in the Building by the Developer, and in such event, the Developer has agreed to make, or cause to be made, an application for the applicable Lot and Building to be connected to and to use the Service;

C. UBC and Corix have entered into an Infrastructure Agreement made as of September •, 2014 (the “**Infrastructure Agreement**”) providing, among other things, that Corix will design, construct, operate and maintain a community energy system and operate the Service on UBC’s Vancouver Campus;

D. To facilitate the exercise by Corix of its rights and the discharge of its obligations under the Infrastructure Agreement, UBC has, pursuant to Assignment Agreements between UBC and

Corix (the “**Assignment Agreements**”), assigned to Corix all of UBC’s rights, and Corix has assumed all of UBC’s obligations, under and in relation to, each of the Community Energy Covenants listed in Schedule A hereto (collectively, the “**Assigned Agreements**”); and

E. UBC and Corix wish to provide for certain matters relating to the enforcement by Corix of its rights, and the discharge of its obligations, under the Assigned Agreements;

NOW THEREFORE in consideration of the premises, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. UBC Support. UBC will support Corix in the enforcement by Corix of its rights under the Assigned Agreements by:

- (a) exercising, in such manner as UBC may consider appropriate (having regard to such matters as UBC, in its sole discretion, may consider relevant), UBC’s rights under any of the leases to which it is party with a Developer; and
- (b) doing such other things as may reasonably be requested by Corix;

from time to time during the term of the Infrastructure Agreement.

2. UBC Indemnity. Capitalized terms used in this Section 2 but not specifically defined herein shall have the meanings given to them in the Costs-Limited Agreements (as herein defined). UBC and Corix acknowledge that each of the Assigned Agreements listed in Part 2 of Schedule A hereto (the “**Costs-Limited Agreements**”) contains a provision (the “**Costs Provision**”) that obliges Corix (as assignee pursuant to an Assignment Agreement of UBC’s interest in each such Costs-Limited Agreement) and the Owner to use reasonable commercial efforts to ensure that during each of the first three (3) years of being connected to the Community Energy System, the amounts coming due under the Service Agreement will not exceed 105% (the “**Costs Limit**”) of the amounts paid by the Owner with respect to operating the Building Boilers replaced by the Community Energy System, during the twelve (12)- month period immediately preceding such connection to the Community Energy System, all subject to the exceptions, qualifications and adjustments expressly set out in such Costs Provision.

UBC agrees that if, in relation to any of the Costs-Limited Agreements, a court, arbitrator or governmental authority having jurisdiction makes a finding (a “**Finding**”), or UBC otherwise agrees, that the relevant Owner is entitled, by virtue of the operation of the Costs Provision in such Costs-Limited Agreement:

- (a) to withhold payment of any amounts otherwise due and payable by the Owner to Corix under a Service Agreement; or
- (b) to recover any amounts paid by the Owner to Corix under a Service Agreement;

then UBC will:

- (c) to the extent such amounts are greater (whether individually or in the aggregate) than the Costs Limit (the “**Difference**”), promptly reimburse or defend, indemnify and save harmless Corix, its directors, officers, employees, agents, successors and assigns (collectively, the “**Corix Indemnitees**”), for, from and against any and all liability for or in respect of such amounts; and
- (d) promptly defend, indemnify and save harmless the Corix Indemnitees from and against any and all liability for reasonable legal fees and expenses incurred by the Corix Indemnitees, or any of them, in the course of defending against or prosecuting proceedings resulting in a Finding.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

4. Enurement. This Agreement shall enure to the benefit of and be binding on each of the Assignor and the Assignee and their respective successors and assigns.

5. Further Assurances. Each of the parties hereto will from time to time do all such acts and things and execute all such additional deeds, transfers and instruments as may reasonably be necessary or desirable to give effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date set out on page one of this Agreement.

**THE UNIVERSITY OF BRITISH
COLUMBIA**

**CORIX MULTI-UTILITY SERVICES
INC.**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule A – Assigned Agreements

Part 1 – Agreements not containing Costs Provision

1. Community Energy Covenant between UBC and Prodigy Adera Projects Ltd., registered in the Land Title Office under #CA3648548 and CA3648549 on March 27, 2014 (Lot 32 – Prodigy Building); **[and**
2. **Community Energy Covenant between • and •, registered in the Land Title Office under #• and •: (Unnamed Faculty and Staff residential building – Lot 22)].**

Part 2 - Costs-Limited Agreements

1. Community Energy Covenant between UBC and 912064 B.C. Ltd., registered in the Land Title Office under #CA2428157 and CA2428158 on March 31, 2012 (Lot 31 – Sail Building);
2. Community Energy Covenant between UBC and Wall Centre (Point Grey) Nominee Ltd., registered in the Land Title Office under #CA3053328 and CA3053329 on March 28, 2013 (Lot 6 – Binning Tower);
3. Community Energy Covenant between UBC and Polygon Academy Homes Ltd., registered in the Land Title Office under #CA2454966 and CA2454967 on March 27, 2012 (Lot 3 – Academy Building);
4. Community Energy Covenant between UBC and Modern Investment Group (Canada) Ltd., registered in the Land Title Office under #CA2454966 and CA2454967 on November 30, 2012 (Lot D – Yu Building); **[and**
5. **Community Energy Covenant between UBC and Polygon Laureates Tower Ltd., registered in the Land Title Office under #• and • on December 31, 2014 (Lot 13 – Laureates Building)].**