

SCHEDULE 15
RECORDS AND REPORTS

1. GENERAL REQUIREMENTS

- 1.1 The Concessionaire will retain and maintain the records referred to in Section 2 of this Schedule in accordance with this Schedule, in chronological order, in a form that is capable of audit by RAVCO and at its own cost and expense. The Concessionaire will make all such records available to RAVCO for inspection and copying (at RAVCO's expense) during normal business hours upon reasonable notice.
- 1.2 Wherever practical, the Concessionaire will retain and maintain original hard copy records in hard copy form and electronically collected data in electronic form. True copies of the original hard copy records may be kept by the Concessionaire if it is not practicable to retain original records.
- 1.3 Subject to Section 1.4 of this Schedule, the Concessionaire will retain and maintain all records referred to in Section 2 of this Schedule for the period specified in Section 2 and where not specified, for the duration of this Agreement, all in sufficient detail, in appropriate categories and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Agreement. On the Transfer Date, the Concessionaire will at RAVCO's cost deliver to RAVCO all records that pursuant to Section 2 of this Schedule are then retained by the Concessionaire (or, if those records are required by statute to remain with the Concessionaire, a Project Contractor or a Sub-Contractor, copies thereof) in the manner and at the location as RAVCO, acting reasonably, may determine. RAVCO will make available to the Concessionaire for inspection during normal business hours all records the Concessionaire delivers pursuant to this Section 1.3 upon reasonable notice.
- 1.4 The Concessionaire will not dispose of any records referred to in Section 2 of this Schedule 15 prior to the expiry period for retaining such records without the prior consent of RAVCO. The Concessionaire will notify RAVCO if it determines that records stored pursuant to this Schedule 15 are no longer reasonably required. Unless RAVCO agrees to take delivery of any records which the Concessionaire, acting reasonably, determines may be destroyed, RAVCO will not unreasonably withhold its consent to a request by the Concessionaire to destroy specific records.
- 1.5 Any drawings required to be made or supplied pursuant to this Agreement will be of a size appropriate to show the detail to be depicted clearly and will be available in both hard and electronic copy. Where by prior agreement with the Concessionaire RAVCO has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), the Concessionaire will make or supply, or have made or supplied, drawings and other documents in the agreed form.

2. RECORDS, INSPECTION AND AUDIT

2.1 RECORDS TO BE KEPT

The Concessionaire will keep and maintain the following and make all such records available to RAVCO for inspection and audit in accordance with Section 1.1 of this Schedule:

- (a) this Agreement, its Schedules, the Project Contracts, the Lending Agreements including all amendments thereto;
- (b) the as-built records and other construction documentation described in Sections 12.12 and 12.13 of Schedule 2 (Design and Construction Requirements);
- (c) licences and similar documentation relating to Project Intellectual Property;
- (d) records relating to the appointment and replacement of the Concessionaire's Representative for a period of 6 years;
- (e) data relevant to the Design;
- (f) documents relating to material Permits, including applications, consents, refusals and appeals, for a period of six years after the Permit expiry or, if earlier, the Transfer Date;
- (g) orders or other requirements issued to the Concessionaire by any Relevant Authority, including those issued by BCSA and the Workers' Compensation Board;
- (h) notices, reports, results and certificates relating to completion of the Work and completion of the commissioning activities including certificates, letters of assurance and other documents produced in accordance with the Construction Approval Process;
- (i) all operation and maintenance manuals for the System;
- (j) all documents relating to Relief Events, Compensation Events, events of Force Majeure and the consequences thereof for a period of six years after the Event occurred, or in the case of a Disputed matter, for a period of six years after determination;
- (k) all formal notices, reports or submissions made to or received from RAVCO's Representative for a period of six years;
- (l) all certificates, licences, registrations or warranties related to the provision of Operation and Maintenance Services for a period of six years after their expiration;
- (m) all documents related to referrals to the Dispute Resolution Procedure for a period of six years after a determination has been made in respect thereto;

- (n) all documents related to change in ownership or any interest in any or all of the partnership units of the Concessionaire or the shares of the general partner of the Concessionaire;
- (o) all documents relating to the rescheduling of the indebtedness of the Concessionaire or refinancing of the Concessionaire;
- (p) all records required by Law (including in relation to health and safety matters) for such period as the Law requires and if no such period, six years;
- (q) all documents relating to insurance and insurance claims for a period of 12 years after the relevant claim is settled;
- (r) all automatically collected comprehensive electronic records of all Train movements while in revenue service including actual arrival time at, and departure times from, all Stations and all other information collected by the Train control system provided pursuant to Section 11.27.2 of Schedule 3 (Design and Construction Specifications) for a period of three years;
- (s) all automatically collected electronic or manually recorded Passenger counts collected by the Passenger counting equipment described in Section 11.27.4 of Schedule 3 (Design and Construction Specifications) for a period of three years;
- (t) all automatically collected electronic records of security alarms, equipment status or failure indicators, including the nature of the indicator, the date and time of occurrence and the date and time of the indicator clearance for a period of two years;
- (u) automatically or manually recorded descriptions of the actions initiated to respond to the incidents reported in Section 6.2.1 of Schedule 4 (Operation and Maintenance Requirements and Specifications) for a period of three years;
- (v) automatically or manually recorded information regarding incidents involving Passenger and employee security or safety, including the date and time of occurrence and the response taken for a period of three years;
- (w) automatically or manually recorded incidents involving damage to or failures of the System affecting Passengers, including date and time of occurrence and response taken for a period of three years;
- (x) comprehensive Preventative Maintenance, Corrective Maintenance and Overhaul Maintenance records for all System including the date and time of the activity, the scope of the activity;
- (y) periodic inspection reports for Guideways and Stations;
- (z) automatically recorded Vehicle time and distance operated information for each Vehicle for the life of the Vehicle; and

- (aa) other categories of documents or information relating to the Project which RAVCO, acting reasonably, determines prior to Service Commencement are reasonably required and so notifies the Concessionaire.