SCHEDULE 7 LANDS

1. **DEFINITIONS**

In this Schedule 7, in addition to the terms defined in Schedule 1 [Definitions and Interpretation]:

"Charge" means any charge, mortgage, lien, pledge, judgment, execution, security interest, restriction, claim or encumbrance of any nature whatsoever, including any claims of a Governmental Authority;

"Field Locations" has the meaning set out in Appendix 4A [Services Specifications];

"Lands" means the right-of-way owned or controlled by the Authority in which a portion of the NG-KIH System will be constructed, all Site Locations and all Field Locations;

"Site Locations" means each of the site locations more particularly described in Appendix 7A [Site Locations]; and

"Sub-License" has the meaning set out in Section 2.1(a) of this Schedule 7.

2. PROJECT CO'S AND AUTHORITY'S OBLIGATIONS AND REPRESENTATIONS

2.1 Grant of Sub-License Over Lands

- (a) From the Effective Date until the later of:
 - (1) the Termination Date; and
 - the date Project Co no longer requires Operations Co to provide the transitional services described in Section 14.3(a) of this Project Implementation Agreement,

Project Co shall grant or shall cause to be granted to Operations Co a non-exclusive sub-license of use and access to, on, under and over the Lands and the NG-KIH System to the extent required by Operations Co to carry out the Project in accordance with this Project Implementation Agreement (the "Sub-License").

(b) Operations Co acknowledges the provisions of Section 2.1(b) of Schedule 7 [Lands] to the Project Agreement pursuant to which the Authority will be responsible for ensuring that it has or will have such rights and interests in and to the Lands sufficient to permit the grant of the License (as defined in the Project Agreement) free and clear of all encumbrances, restrictions or limitations or limitations, except for any encumbrances, restrictions or limitations which do not adversely affect, financially or otherwise, the License (as defined in the Project Agreement) and the ability of Operations Co to perform any of its obligations under this Project Implementation Agreement, including the ability to conduct the Design or Construction or perform the Services or System Refresh as contemplated by this Project Implementation Agreement. Subject to the Pass-Down Provisions, Operations Co will be entitled to claim a Compensation Event to the extent that

the Authority fails to provide access to the Lands in accordance with the License (as defined in the Project Agreement), whether as a result of the Authority failing to obtain and maintain rights and interests in and to the Lands sufficient to permit the grant of the License as contemplated in Section 2.1(a) of the Project Agreement or otherwise.

- (c) With respect to all Site Locations, Operations Co acknowledges and agrees that, pursuant to the Project Agreement, the Authority will, during both the Construction Period and the Operating Period, be responsible for:
 - (1) obtaining, maintaining and, as applicable, renewing any permits, consents, approvals or other authorizations required from any Governmental Authority related to zoning;
 - (2) providing all primary power and backup power and, if applicable, water;
 - (3) providing all building maintenance, janitorial services and HVAC break/fix and maintenance;
 - (4) performing all landscaping, weed abatement and snow removal; and
 - (5) providing locks, gates, security and fencing of the Site Location.

in any case, as are required by Operations Co to carry out the Project in accordance with this Project Implementation Agreement.

- (d) In consideration for the Sub-License granted in Section 2.1(a), Operations Co will carry out the Design and Construction, subject to and in accordance with this Project Implementation Agreement.
- (e) Operations Co may, for the same purposes described in Section 2.1(a), grant a sub-license to any Operations Co Person, provided that any such sub-license will be subject to, and terminate upon, termination of the Sub-License.

2.2 Terms Affecting Sub-License Grant

Without limiting the other provisions of this Schedule 7, the following terms and conditions apply to the Sub-License:

- no legal demise or other interest in land, and no interest in the NG-KIH System or any other improvements, is granted to Operations Co or created by this Project Implementation Agreement;
- (b) the Sub-License is non-exclusive and no right to exclusive possession of the Lands or the NG-KIH System is granted to Operations Co;
- (c) subject to Section 7.10 of Schedule 2 [Design and Construction Protocols] to the Project Agreement, Operations Co acknowledges that the Authority will be entitled at any time and from time to time to grant to Authority Persons and any other persons, including contractors and the general public, access to the Lands and the NG-KIH System; and

(d) Project Co will enforce its rights under the Project Agreement to ensure that Operations Co has access to the Lands as required in accordance with the Site Access Plan.

3. OPERATIONS CO'S OBLIGATIONS AND ACKNOWLEDGMENTS

3.1 As Is Where Is

Subject to the provisions of Section 4.1 of this Schedule 7 and Section 8 (Supervening Events) of this Project Implementation Agreement, Operations Co accepts the Lands and the Sub-License on an "as is, where is" basis.

3.2 Operations Co Not to Encumber

Operations Co will not, without the consent of the Authority:

- (a) grant or permit any Charge affecting or against the Lands or the NG-KIH System; or
- (b) do or omit to do, or cause, suffer or permit to be done or omitted to be done by any Operations Co Person, anything that would result in any Charge against or affecting the Lands, the NG-KIH System or any asset, matter or thing that may be required to be delivered or transferred to Project Co or the Authority on the Termination Date pursuant to Section 14.2 of this Project Implementation Agreement,

and will, at its own expense, promptly discharge and remove, or cause to be discharged and removed, any such Charge.

3.3 No Restriction on Authority Use or Development

Operations Co acknowledges that the Authority may from time to time without restriction use, develop or re-develop, or permit the use, development or re-development of, the Lands or any portion thereof (including by way of subdivision) for any purpose and by any Person. To the extent such use, development or re-development adversely interferes with the Sub-License or adversely interferes with Operations Co's ability to carry out the Design, Construction, Services and System Refresh, Project Co will enforce its rights under the Project Agreement to ensure that the Authority initiates a Change under the Project Agreement to address such interference.

3.4 Title to NG-KIH System, Lands and Improvements

Neither Operations Co nor any Operations Co Person will acquire any property interest in or title to the NG-KIH System, the Lands or any other improvements to the Lands. Operations Co acknowledges that, as between Project Co, any Project Co Person (as defined in the Project Agreement) and the Authority, title to and ownership of the NG-KIH System, the Lands and all other improvements to the Lands will at all times be vested in the Authority.

3.5 Ad Valorem Taxes, Franchise Fees and Telecommunications Taxes

In the Project Agreement, the Authority acknowledges that none of the Authority, Project Co or any Project Co Person (as defined in the Project Agreement) is subject to ad valorem taxes,

franchise fees or telecommunications taxes, or payments in lieu of ad valorem taxes, franchise fees or telecommunications taxes, in respect of the Lands or the NG-KIH System. Project Co will enforce its rights under the Project Agreement to ensure that the Authority shall, at its own cost, provide or cause to be provided such information, documentation and administrative assistance as Operations Co may request and as the Authority may reasonably be able to provide if any ad valorem taxes, franchise fees or telecommunications taxes, or payments in lieu of ad valorem taxes, franchise fees or telecommunications taxes, are levied against Operations Co or any Operations Co Person by any Governmental Authority in connection with the Lands or the NG-KIH System.

4. HAZARDOUS SUBSTANCES

4.1 Responsibility

Notwithstanding any other provision of this Project Implementation Agreement, Operations Co will not be responsible for any Hazardous Substances on, in, under or adjacent to the Lands or any cost, expense or claim arising therefrom, other than any Operations Co Hazardous Substances.

4.2 Process upon Discovery of Hazardous Substances

Upon the discovery of any Hazardous Substances, Operations Co shall immediately inform Project Co and the Authority and shall comply, and ensure compliance by all Operations Co Persons, with applicable Law:

- (a) subject to Section 4.2(b) and the Pass-Down Provisions, at the Authority's cost in respect of the discovery or exacerbation of:
 - (1) Hazardous Substances located in, on, below or that have migrated to the Lands; and
 - (2) Hazardous Substances located in, on, below or that have migrated to any other location at which any aspect of the Project is performed, but only to the extent that Operations Co's Direct Losses related thereto exceed \$200,000 in the aggregate over the Term; and
- (b) at its own cost in respect of any Operations Co Hazardous Substances.

Except to the extent required to prevent or mitigate an Emergency or to comply with applicable Law, Operations Co shall not undertake any significant work in respect of any Hazardous Substances for which the Authority is responsible pursuant to Section 4.2(a) until the Authority has been given a reasonable opportunity to review the nature and extent of the matter and has instructed Operations Co to proceed with such work.

In the event that the Authority wishes Operations Co to perform any additional actions in respect of any Hazardous Substances for which the Authority is responsible pursuant to Section 4.2(a), the Authority shall issue an instruction to Project Co and Operations Co specifying such actions and Operations Co shall, acting as agent for the Authority, promptly and diligently comply with such instruction at the Authority's cost subject to the Pass-Down Provisions.

4.3 Restrictions on Use

Unless otherwise expressly required or permitted under this Project Implementation Agreement, Operations Co will not install, use or store on the Lands or adjacent property any materials, equipment or apparatus, the installation, use or storage of which is likely to cause or in fact causes the generation, accumulation or migration of any Hazardous Substance in contravention of any applicable Law. Without limiting the generality of the foregoing, Operations Co will not use the Lands to dispose of, handle or treat any Hazardous Substances, in a manner that would cause the Lands, or any adjacent property, to become a contaminated site under applicable Law.

APPENDIX 7A SITE LOCATIONS

See attached.





















































SCHEDULE 8 PAYMENTS

PART A

All internal operating costs of Project Co and Operations Co shown in Part A will be escalated annually at the end of each Fiscal Year after the Base Date by the change percentage in the Materials Inflation Index, starting from the Base Date.

The Materials Inflation Index change percentage for each Fiscal Year will be calculated from the average of the monthly published values, rounded to three decimal places, for the twelve months ending March prior to the start of the relevant Fiscal Year, divided by the average of the monthly published values, rounded to three decimal places, for the twelve months ending in March of the preceding Fiscal Year, and expressed as an annual percentage change, rounded to one decimal place.

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
Financial Close*	14,287,613.52	4,994,706.04
9/30/2015	14,583.33	0.00
10/31/2015	14,583.33	261,603.18
11/30/2015	14,583.33	261,603.18
12/31/2015	14,583.33	261,603.18
1/31/2016	14,583.33	261,603.07
2/29/2016	14,583.33	261,603.07
3/31/2016	14,583.33	168,269.74
4/30/2016	14,583.33	168,269.60
5/31/2016	14,583.33	168,269.60
6/30/2016	14,583.33	168,269.60
7/31/2016	14,947.92	172,476.17
8/31/2016	14,947.92	172,476.17
9/30/2016	14,947.92	153,172.01
10/31/2016	14,947.92	153,171.87
11/30/2016	14,947.92	153,171.87

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
12/31/2016	14,947.92	153,171.87
1/31/2017	14,947.92	153,171.79
2/28/2017	14,947.92	153,171.79
3/31/2017	14,947.92	153,171.79
4/30/2017	14,947.92	153,171.73
5/31/2017	14,947.92	153,171.73
6/30/2017	14,947.92	153,171.73
7/31/2017	14,947.92	153,171.64
8/31/2017	14,947.92	153,171.64
9/30/2017	14,947.92	140,359.14
10/31/2017	14,947.92	140,359.03
11/30/2017	14,947.92	140,359.03
12/31/2017	14,947.92	140,359.03
1/31/2018	14,947.92	140,358.95
2/28/2018	14,947.92	140,358.95
3/31/2018	14,947.92	140,358.95
4/30/2018	14,947.92	140,358.87
5/31/2018	14,947.92	140,358.87
6/30/2018	14,947.92	139,797.41
7/31/2018	14,947.92	139,797.33
8/31/2018	14,947.92	148,651.48
9/30/2018	9,395.83	101,729.03
10/31/2018	9,395.83	101,729.03
11/30/2018	9,395.83	101,729.03
12/31/2018	9,395.83	101,729.03

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
1/31/2019	9,395.83	101,729.03
2/28/2019	9,395.83	101,729.03
3/31/2019	9,395.83	101,729.03
4/30/2019	9,395.83	101,729.03
5/31/2019	9,395.83	101,729.03
6/30/2019	9,395.83	101,729.03
7/31/2019	9,395.83	101,478.34
8/31/2019	9,395.83	101,729.03
9/30/2019	9,395.83	101,729.03
10/31/2019	9,395.83	101,729.03
11/30/2019	9,395.83	101,729.03
12/31/2019	9,395.83	101,729.03
1/31/2020	9,395.83	101,729.03
2/29/2020	9,395.83	101,729.03
3/31/2020	9,395.83	101,729.03
4/30/2020	9,395.83	101,729.03
5/31/2020	9,395.83	101,729.03
6/30/2020	9,395.83	101,729.03
7/31/2020	9,395.83	101,478.34
8/31/2020	9,395.83	123,909.18
9/30/2020	9,395.83	132,950.53
10/31/2020	9,395.83	132,950.53
11/30/2020	9,395.83	132,950.53
12/31/2020	9,395.83	132,950.53
1/31/2021	9,395.83	132,950.53

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
2/28/2021	9,395.83	132,950.53
3/31/2021	9,395.83	132,950.53
4/30/2021	9,395.83	132,950.53
5/31/2021	9,395.83	132,950.53
6/30/2021	9,395.83	132,950.53
7/31/2021	9,395.83	132,158.86
8/31/2021	9,395.83	132,950.53
9/30/2021	9,395.83	132,950.53
10/31/2021	9,395.83	132,950.53
11/30/2021	9,395.83	132,950.53
12/31/2021	9,395.83	132,950.53
1/31/2022	9,395.83	132,950.53
2/28/2022	9,395.83	132,950.53
3/31/2022	9,395.83	132,950.53
4/30/2022	9,395.83	132,950.53
5/31/2022	9,395.83	132,950.53
6/30/2022	9,395.83	132,950.53
7/31/2022	9,395.83	132,158.86
8/31/2022	9,395.83	132,950.53
9/30/2022	9,395.83	132,950.53
10/31/2022	9,395.83	132,950.53
11/30/2022	9,395.83	132,950.53
12/31/2022	9,395.83	132,950.53
1/31/2023	9,395.83	132,950.53
2/28/2023	9,395.83	132,950.53

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
3/31/2023	9,395.83	132,950.53
4/30/2023	9,395.83	132,950.53
5/31/2023	9,395.83	132,950.53
6/30/2023	9,395.83	132,950.53
7/31/2023	9,395.83	132,158.86
8/31/2023	9,395.83	132,950.53
9/30/2023	9,395.83	132,950.53
10/31/2023	9,395.83	132,950.53
11/30/2023	9,395.83	132,950.53
12/31/2023	9,395.83	132,950.53
1/31/2024	9,395.83	132,950.53
2/29/2024	9,395.83	132,950.53
3/31/2024	9,395.83	132,950.53
4/30/2024	9,395.83	132,950.53
5/31/2024	9,395.83	132,950.53
6/30/2024	9,395.83	132,950.53
7/31/2024	9,395.83	132,158.86
8/31/2024	9,395.83	132,950.53
9/30/2024	9,395.83	132,950.53
10/31/2024	9,395.83	132,950.53
11/30/2024	9,395.83	132,950.53
12/31/2024	9,395.83	132,950.53
1/31/2025	9,395.83	132,950.53
2/28/2025	9,395.83	132,950.53
3/31/2025	9,395.83	132,950.53

MANAGE I STATE OF THE STATE OF	Budgeted Busines	
Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
4/30/2025	9,395.83	132,950.53
5/31/2025	9,395.83	132,950.53
6/30/2025	9,395.83	132,950.53
7/31/2025	9,395.83	132,158.86
8/31/2025	9,395.83	132,950.53
9/30/2025	9,395.83	126,564.86
10/31/2025	9,395.83	126,564.86
11/30/2025	9,395.83	126,564.86
12/31/2025	9,395.83	126,564.86
1/31/2026	9,395.83	126,564.86
2/28/2026	9,395.83	126,564.86
3/31/2026	9,395.83	126,564.86
4/30/2026	9,395.83	126,564.86
5/31/2026	9,395.83	126,564.86
6/30/2026	9,395.83	126,564.86
7/31/2026	9,395.83	125,773.20
8/31/2026	9,395.83	126,564.86
9/30/2026	9,395.83	126,564.86
10/31/2026	9,395.83	126,564.86
11/30/2026	9,395.83	126,564.86
12/31/2026	9,395.83	126,564.86
1/31/2027	9,395.83	126,564.86
2/28/2027	9,395.83	126,564.86
3/31/2027	9,395.83	126,564.86
4/30/2027	9,395.83	126,564.86

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
5/31/2027	9,395.83	126,564.86
6/30/2027	9,395.83	126,564.86
7/31/2027	9,395.83	125,773.20
8/31/2027	9,395.83	126,564.86
9/30/2027	9,395.83	126,564.86
10/31/2027	9,395.83	126,564.86
11/30/2027	9,395.83	126,564.86
12/31/2027	9,395.83	126,564.86
1/31/2028	9,395.83	126,564.86
2/29/2028	9,395.83	126,564.86
3/31/2028	9,395.83	126,564.86
4/30/2028	9,395.83	126,564.86
5/31/2028	9,395.83	126,564.86
6/30/2028	9,395.83	126,564.86
7/31/2028	9,395.83	125,773.20
8/31/2028	9,395.83	126,564.86
9/30/2028	9,395.83	126,564.86
10/31/2028	9,395.83	126,564.86
11/30/2028	9,395.83	126,564.86
12/31/2028	9,395.83	126,564.86
1/31/2029	9,395.83	126,564.86
2/28/2029	9,395.83	126,564.86
3/31/2029	9,395.83	126,564.86
4/30/2029	9,395.83	126,564.86
5/31/2029	9,395.83	126,564.86

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
6/30/2029	9,395.83	126,564.86
7/31/2029	9,395.83	125,773.20
8/31/2029	9,395.83	126,564.86
9/30/2029	9,395.83	126,564.86
10/31/2029	9,395.83	126,564.86
11/30/2029	9,395.83	126,564.86
12/31/2029	9,395.83	126,564.86
1/31/2030	9,395.83	126,564.86
2/28/2030	9,395.83	126,564.86
3/31/2030	9,395.83	126,564.86
4/30/2030	9,395.83	126,564.86
5/31/2030	9,395.83	126,564.86
6/30/2030	9,395.83	126,564.86
7/31/2030	9,395.83	125,773.20
8/31/2030	9,395.83	126,564.86
9/30/2030	9,395.83	120,179.20
10/31/2030	9,395.83	120,179.20
11/30/2030	9,395.83	120,179.20
12/31/2030	9,395.83	120,179.20
1/31/2031	9,395.83	120,179.20
2/28/2031	9,395.83	120,179.20
3/31/2031	9,395.83	120,179.20
4/30/2031	9,395.83	120,179.20
5/31/2031	9,395.83	120,179.20
6/30/2031	9,395.83	120,179.20
	<u> </u>	

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
7/31/2031	9,395.83	119,387.53
8/31/2031	9,395.83	120,179.20
9/30/2031	9,395.83	120,179.20
10/31/2031	9,395.83	120,179.20
11/30/2031	9,395.83	120,179.20
12/31/2031	9,395.83	120,179.20
1/31/2032	9,395.83	120,179.20
2/29/2032	9,395.83	120,179.20
3/31/2032	9,395.83	120,179.20
4/30/2032	9,395.83	120,179.20
5/31/2032	9,395.83	120,179.20
6/30/2032	9,395.83	120,179.20
7/31/2032	9,395.83	119,387.53
8/31/2032	9,395.83	120,179.20
9/30/2032	9,395.83	120,179.20
10/31/2032	9,395.83	120,179.20
11/30/2032	9,395.83	120,179.20
12/31/2032	9,395.83	120,179.20
1/31/2033	9,395.83	120,179.20
2/28/2033	9,395.83	120,179.20
3/31/2033	9,395.83	120,179.20
4/30/2033	9,395.83	120,179.20
5/31/2033	9,395.83	120,179.20
6/30/2033	9,395.83	120,179.20
7/31/2033	9,395.83	119,387.53

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
8/31/2033	9,395.83	120,179.20
9/30/2033	9,395.83	120,179.20
10/31/2033	9,395.83	120,179.20
11/30/2033	9,395.83	120,179.20
12/31/2033	9,395.83	120,179.20
1/31/2034	9,395.83	120,179.20
2/28/2034	9,395.83	120,179.20
3/31/2034	9,395.83	120,179.20
4/30/2034	9,395.83	120,179.20
5/31/2034	9,395.83	120,179.20
6/30/2034	9,395.83	120,179.20
7/31/2034	9,395.83	119,387.53
8/31/2034	9,395.83	120,179.20
9/30/2034	9,395.83	120,179.20
10/31/2034	9,395.83	120,179.20
11/30/2034	9,395.83	120,179.20
12/31/2034	9,395.83	120,179.20
1/31/2035	9,395.83	120,179.20
2/28/2035	9,395.83	120,179.20
3/31/2035	9,395.83	120,179.20
4/30/2035	9,395.83	120,179.20
5/31/2035	9,395.83	120,179.20
6/30/2035	9,395.83	120,179.20
7/31/2035	9,395.83	119,387.53
8/31/2035	9,395.83	120,179.20

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
9/30/2035	9,395.83	120,179.20
10/31/2035	9,395.83	120,179.20
11/30/2035	9,395.83	120,179.20
12/31/2035	9,395.83	120,179.20
1/31/2036	9,395.83	120,179.20
2/29/2036	9,395.83	120,179.20
3/31/2036	9,395.83	120,179.20
4/30/2036	9,395.83	120,179.20
5/31/2036	9,395.83	120,179.20
6/30/2036	9,395.83	120,179.20
7/31/2036	9,395.83	119,387.53
8/31/2036	9,395.83	120,179.20
9/30/2036	9,395.83	120,179.20
10/31/2036	9,395.83	120,179.20
11/30/2036	9,395.83	120,179.20
12/31/2036	9,395.83	120,179.20
1/31/2037	9,395.83	120,179.20
2/28/2037	9,395.83	120,179.20
3/31/2037	9,395.83	120,179.20
4/30/2037	9,395.83	120,179.20
5/31/2037	9,395.83	120,179.20
6/30/2037	9,395.83	120,179.20
7/31/2037	9,395.83	119,387.53
8/31/2037	9,395.83	120,179.20
9/30/2037	9,395.83	120,179.20

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
10/31/2037	9,395.83	120,179.20
11/30/2037	9,395.83	120,179.20
12/31/2037	9,395.83	120,179.20
1/31/2038	9,395.83	120,179.20
2/28/2038	9,395.83	120,179.20
3/31/2038	9,395.83	120,179.20
4/30/2038	9,395.83	120,179.20
5/31/2038	9,395.83	120,179.20
6/30/2038	9,395.83	120,179.20
7/31/2038	9,395.83	119,387.53
8/31/2038	9,395.83	120,179.20
9/30/2038	9,395.83	120,179.20
10/31/2038	9,395.83	120,179.20
11/30/2038	9,395.83	120,179.20
12/31/2038	9,395.83	120,179.20
1/31/2039	9,395.83	120,179.20
2/28/2039	9,395.83	120,179.20
3/31/2039	9,395.83	120,179.20
4/30/2039	9,395.83	120,179.20
5/31/2039	9,395.83	120,179.20
6/30/2039	9,395.83	120,179.20
7/31/2039	9,395.83	119,387.53
8/31/2039	9,395.83	120,179.20
9/30/2039	9,395.83	120,179.20
10/31/2039	9,395.83	120,179.20

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
11/30/2039	9,395.83	120,179.20
12/31/2039	9,395.83	120,179.20
1/31/2040	9,395.83	120,179.20
2/29/2040	9,395.83	120,179.20
3/31/2040	9,395.83	120,179.20
4/30/2040	9,395.83	120,179.20
5/31/2040	9,395.83	120,179.20
6/30/2040	9,395.83	120,179.20
7/31/2040	9,395.83	119,387.53
8/31/2040	9,395.83	120,179.20
9/30/2040	9,395.83	120,179.20
10/31/2040	9,395.83	120,179.20
11/30/2040	9,395.83	120,179.20
12/31/2040	9,395.83	120,179.20
1/31/2041	9,395.83	120,179.20
2/28/2041	9,395.83	120,179.20
3/31/2041	9,395.83	120,179.20
4/30/2041	9,395.83	120,179.20
5/31/2041	9,395.83	120,179.20
6/30/2041	9,395.83	120,179.20
7/31/2041	9,395.83	119,387.53
8/31/2041	9,395.83	120,179.20
9/30/2041	9,395.83	120,179.20
10/31/2041	9,395.83	120,179.20
11/30/2041	9,395.83	120,179.20

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
12/31/2041	9,395.83	120,179.20
1/31/2042	9,395.83	120,179.20
2/28/2042	9,395.83	120,179.20
3/31/2042	9,395.83	120,179.20
4/30/2042	9,395.83	120,179.20
5/31/2042	9,395.83	120,179.20
6/30/2042	9,395.83	120,179.20
7/31/2042	9,395.83	119,387.53
8/31/2042	9,395.83	120,179.20
9/30/2042	9,395.83	120,179.20
10/31/2042	9,395.83	120,179.20
11/30/2042	9,395.83	,120,179.20
12/31/2042	9,395.83	120,179.20
1/31/2043	9,395.83	120,179.20
2/28/2043	9,395.83	120,179.20
3/31/2043	9,395.83	120,179.20
4/30/2043	9,395.83	120,179.20
5/31/2043	9,395.83	120,179.20
6/30/2043	9,395.83	120,179.20
7/31/2043	9,395.83	119,387.53
8/31/2043	9,395.83	120,179.20
9/30/2043	9,395.83	120,179.20
10/31/2043	9,395.83	120,179.20
11/30/2043	9,395.83	120,179.20
12/31/2043	9,395.83	120,179.20

Month	Budgeted Project Company Internal Costs (\$)	Budgeted Operations Company Internal Costs (\$)
1/31/2044	9,395.83	120,179.20
2/29/2044	9,395.83	120,179.20
3/31/2044	9,395.83	120,179.20
4/30/2044	9,395.83	120,179.20
5/31/2044	9,395.83	120,179.20
6/30/2044	9,395.83	120,179.20
7/31/2044	9,395.83	119,387.53
8/31/2044	9,395.83	120,179.20
9/30/2044	9,395.83	120,179.20
10/31/2044	9,395.83	120,179.20
11/30/2044	9,395.83	120,179.20
12/31/2044	9,395.83	120,179.20
1/31/2045	9,395.83	120,179.20
2/28/2045	9,395.83	120,179.20
3/31/2045	9,395.83	120,179.20
4/30/2045	9,395.83	120,179.20
5/31/2045	9,395.83	120,179.20
6/30/2045	9,395.83	120,179.20
7/31/2045	9,395.83	119,387.53
8/31/2045	9,395.83	103,950.03
9/30/2045	9,395.83	103,950.03
10/31/2045	9,395.83	103,950.03
11/30/2045	9,395.83	103,950.03
12/31/2045	0.00	0.00

^{*} Internal costs at Financial Close include third party costs, development returns, development cost recovery and project structuring fee.

PART B

Month	Monthly Operations Company Availability Payment (\$)
Financial Close	0.00
9/30/2015	0.00
10/31/2015	0.00
11/30/2015	0.00
12/31/2015	0.00
1/31/2016	0.00
2/29/2016	0.00
3/31/2016	0.00
4/30/2016	0.00
5/31/2016	0.00
6/30/2016	0.00
7/31/2016	0.00
8/31/2016	0.00
9/30/2016	0.00
10/31/2016	0.00
11/30/2016	0.00
12/31/2016	0.00
1/31/2017	0.00
2/28/2017	0.00
3/31/2017	0.00
4/30/2017	0.00
5/31/2017	0.00
6/30/2017	0.00
7/31/2017	0.00

Month	Monthly Operations Company Availability Payment (\$)
8/31/2017	0.00
9/30/2017	0.00
10/31/2017	0.00
11/30/2017	0.00
12/31/2017	0.00
1/31/2018	0.00
2/28/2018	0.00
3/31/2018	0.00
4/30/2018	0.00
5/31/2018	0.00
6/30/2018	0.00
7/31/2018	0.00
8/31/2018	160,989.57
9/30/2018	160,989.57
10/31/2018	160,109.84
11/30/2018	160,109.84
12/31/2018	160,109.84
1/31/2019	160,109.84
2/28/2019	160,109.84
3/31/2019	160,109.84
4/30/2019	160,109.84
5/31/2019	160,109.84
6/30/2019	160,109.84
7/31/2019	166,994.57
8/31/2019	166,994.57

Month	Monthly Operations Company Availability Payment (\$)
9/30/2019	166,994.57
10/31/2019	166,994.57
11/30/2019	166,994.57
12/31/2019	166,994.57
1/31/2020	166,994.57
2/29/2020	166,994.57
3/31/2020	166,994.57
4/30/2020	166,994.57
5/31/2020	166,994.57
6/30/2020	166,994.57
7/31/2020	174,175.33
8/31/2020	174,175.33
9/30/2020	174,175.33
10/31/2020	174,175.33
11/30/2020	174,175.33
12/31/2020	174,175.33
1/31/2021	174,175.33
2/28/2021	174,175.33
3/31/2021	174,175.33
4/30/2021	174,175.33
5/31/2021	174,175.33
6/30/2021	174,175.33
7/31/2021	181,664.87
8/31/2021	181,664.87
9/30/2021	181,664.87

Month	Monthly Operations Company Availability Payment (\$)
10/31/2021	181,664.87
11/30/2021	181,664.87
12/31/2021	181,664.87
1/31/2022	181,664.87
2/28/2022	181,664.87
3/31/2022	181,664.87
4/30/2022	181,664.87
5/31/2022	181,664.87
6/30/2022	181,664.87
7/31/2022	189,476.46
8/31/2022	189,476.46
9/30/2022	189,476.46
10/31/2022	189,476.46
11/30/2022	189,476.46
12/31/2022	189,476.46
1/31/2023	189,476.46
2/28/2023	189,476.46
3/31/2023	189,476.46
4/30/2023	189,476.46
5/31/2023	189,476.46
6/30/2023	189,476.46
7/31/2023	197,623.95
8/31/2023	197,623.95
9/30/2023	197,623.95
10/31/2023	197,623.95

Month	Monthly Operations Company Availability Payment (\$)
11/30/2023	197,623.95
12/31/2023	197,623.95
1/31/2024	197,623.95
2/29/2024	197,623.95
3/31/2024	197,623.95
4/30/2024	197,623.95
5/31/2024	197,623.95
6/30/2024	197,623.95
7/31/2024	206,121.78
8/31/2024	206,121.78
9/30/2024	206,121.78
10/31/2024	206,121.78
11/30/2024	206,121.78
12/31/2024	206,121.78
1/31/2025	206,121.78
2/28/2025	206,121.78
3/31/2025	206,121.78
4/30/2025	206,121.78
5/31/2025	206,121.78
6/30/2025	206,121.78
7/31/2025	214,985.02
8/31/2025	214,985.02
9/30/2025	214,985.02
10/31/2025	214,985.02
11/30/2025	214,985.02

Month	Monthly Operations Company Availability Payment (\$)
12/31/2025	214,985.02
1/31/2026	214,985.02
2/28/2026	214,985.02
3/31/2026	214,985.02
4/30/2026	214,985.02
5/31/2026	214,985.02
6/30/2026	214,985.02
7/31/2026	224,229.37
8/31/2026	224,229.37
9/30/2026	224,229.37
10/31/2026	224,229.37
11/30/2026	224,229.37
12/31/2026	224,229.37
1/31/2027	224,229.37
2/28/2027	224,229.37
3/31/2027	224,229.37
4/30/2027	224,229.37
5/31/2027	224,229.37
6/30/2027	224,229.37
7/31/2027	233,871.23
8/31/2027	233,871.23
9/30/2027	233,871.23
10/31/2027	233,871.23
11/30/2027	233,871.23
12/31/2027	233,871.23

Month	Monthly Operations Company Availability Payment (\$)
1/31/2028	233,871.23
2/29/2028	233,871.23
3/31/2028	233,871.23
4/30/2028	233,871.23
5/31/2028	233,871.23
6/30/2028	233,871.23
7/31/2028	243,927.70
8/31/2028	243,927.70
9/30/2028	243,927.70
10/31/2028	243,927.70
11/30/2028	243,927.70
12/31/2028	243,927.70
1/31/2029	243,927.70
2/28/2029	243,927.70
3/31/2029	243,927.70
4/30/2029	243,927.70
5/31/2029	243,927.70
6/30/2029	243,927.70
7/31/2029	254,416.59
8/31/2029	254,416.59
9/30/2029	254,416.59
10/31/2029	254,416.59
11/30/2029	254,416.59
12/31/2029	254,416.59
1/31/2030	254,416.59

Month	Monthly Operations Company Availability Payment (\$)
2/28/2030	254,416.59
3/31/2030	254,416.59
4/30/2030	254,416.59
5/31/2030	254,416.59
6/30/2030	254,416.59
7/31/2030	265,356.50
8/31/2030	265,356.50
9/30/2030	265,356.50
10/31/2030	265,356.50
11/30/2030	265,356.50
12/31/2030	265,356.50
1/31/2031	265,356.50
2/28/2031	265,356.50
3/31/2031	265,356.50
4/30/2031	265,356.50
5/31/2031	265,356.50
6/30/2031	265,356.50
7/31/2031	276,766.83
8/31/2031	276,766.83
9/30/2031	276,766.83
10/31/2031	276,766.83
11/30/2031	276,766.83
12/31/2031	276,766.83
1/31/2032	276,766.83
2/29/2032	276,766.83

Month	Monthly Operations Company Availability Payment (\$)
3/31/2032	276,766.83
4/30/2032	276,766.83
5/31/2032	276,766.83
6/30/2032	276,766.83
7/31/2032	288,667.80
8/31/2032	288,667.80
9/30/2032	288,667.80
10/31/2032	288,667.80
11/30/2032	288,667.80
12/31/2032	288,667.80
1/31/2033	288,667.80
2/28/2033	288,667.80
3/31/2033	288,667.80
4/30/2033	288,667.80
5/31/2033	288,667.80
6/30/2033	288,667.80
7/31/2033	301,080.52
8/31/2033	301,080.52
9/30/2033	301,080.52
10/31/2033	301,080.52
11/30/2033	301,080.52
12/31/2033	301,080.52
1/31/2034	301,080.52
2/28/2034	301,080.52
3/31/2034	301,080.52

Month	Monthly Operations Company Availability Payment (\$)
4/30/2034	301,080.52
5/31/2034	301,080.52
6/30/2034	301,080.52
7/31/2034	314,026.98
8/31/2034	314,026.98
9/30/2034	314,026.98
10/31/2034	314,026.98
11/30/2034	314,026.98
12/31/2034	314,026.98
1/31/2035	314,026.98
2/28/2035	314,026.98
3/31/2035	314,026.98
4/30/2035	314,026.98
5/31/2035	314,026.98
6/30/2035	314,026.98
7/31/2035	327,530.14
8/31/2035	327,530.14
9/30/2035	327,530.14
10/31/2035	327,530.14
11/30/2035	327,530.14
12/31/2035	327,530.14
1/31/2036	327,530.14
2/29/2036	327,530.14
3/31/2036	327,530.14
4/30/2036	327,530.14

Month	Monthly Operations Company Availability Payment (\$)
5/31/2036	327,530.14
6/30/2036	327,530.14
7/31/2036	341,613.94
8/31/2036	341,613.94
9/30/2036	341,613.94
10/31/2036	341,613.94
11/30/2036	341,613.94
12/31/2036	341,613.94
1/31/2037	341,613.94
2/28/2037	341,613.94
3/31/2037	341,613.94
4/30/2037	341,613.94
5/31/2037	341,613.94
6/30/2037	341,613.94
7/31/2037	356,303.34
8/31/2037	356,303.34
9/30/2037	356,303.34
10/31/2037	356,303.34
11/30/2037	356,303.34
12/31/2037	356,303.34
1/31/2038	356,303.34
2/28/2038	356,303.34
3/31/2038	356,303.34
4/30/2038	356,303.34
5/31/2038	356,303.34

Month	Monthly Operations Company Availability Payment (\$)
6/30/2038	356,303.34
7/31/2038	371,624.38
8/31/2038	371,624.38
9/30/2038	371,624.38
10/31/2038	371,624.38
11/30/2038	371,624.38
12/31/2038	371,624.38
1/31/2039	371,624.38
2/28/2039	371,624.38
3/31/2039	371,624.38
4/30/2039	371,624.38
5/31/2039	371,624.38
6/30/2039	371,624.38
7/31/2039	387,604.23
8/31/2039	387,604.23
9/30/2039	387,604.23
10/31/2039	387,604.23
11/30/2039	387,604.23
12/31/2039	387,604.23
1/31/2040	387,604.23
2/29/2040	387,604.23
3/31/2040	387,604.23
4/30/2040	387,604.23
5/31/2040	387,604.23
6/30/2040	387,604.23

Month	Monthly Operations Company Availability Payment (\$)
7/31/2040	404,271.21
8/31/2040	404,271.21
9/30/2040	404,271.21
10/31/2040	404,271.21
11/30/2040	404,271.21
12/31/2040	404,271.21
1/31/2041	404,271.21
2/28/2041	404,271.21
3/31/2041	404,271.21
4/30/2041	404,271.21
5/31/2041	404,271.21
6/30/2041	404,271.21
7/31/2041	421,654.87
8/31/2041	421,654.87
9/30/2041	421,654.87
10/31/2041	421,654.87
11/30/2041	421,654.87
12/31/2041	421,654.87
1/31/2042	421,654.87
2/28/2042	421,654.87
3/31/2042	421,654.87
4/30/2042	421,654.87
5/31/2042	421,654.87
6/30/2042	421,654.87
7/31/2042	439,786.03

Month	Monthly Operations Company Availability Payment (\$)
8/31/2042	439,786.03
9/30/2042	439,786.03
10/31/2042	439,786.03
11/30/2042	439,786.03
12/31/2042	439,786.03
1/31/2043	439,786.03
2/28/2043	439,786.03
3/31/2043	439,786.03
4/30/2043	439,786.03
5/31/2043	439,786.03
6/30/2043	439,786.03
7/31/2043	458,696.83
8/31/2043	458,696.83
9/30/2043	458,696.83
10/31/2043	458,696.83
11/30/2043	458,696.83
12/31/2043	458,696.83
1/31/2044	458,696.83
2/29/2044	458,696.83
3/31/2044	458,696.83
4/30/2044	458,696.83
5/31/2044	458,696.83
6/30/2044	458,696.83
7/31/2044	2,803,265.43
8/31/2044	2,803,265.43

Month	Monthly Operations Company
	Availability Payment (\$)
9/30/2044	2,803,265.43
10/31/2044	681,713.40
11/30/2044	681,713.40
12/31/2044	681,713.40
1/31/2045	685,473.39
2/28/2045	685,473.39
3/31/2045	685,473.39
4/30/2045	2,233,140.48
5/31/2045	2,233,140.48
6/30/2045	2,233,140.47
7/31/2045	2,965,537.16
8/31/2045	2,997,127.78
9/30/2045	3,077,856.63
10/31/2045	1,868,515.39
11/30/2045	1,868,514.10
12/31/2045	0.00
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