

Schedule H

Termination Services Plan

1 Assistance Relating to the CMHC Procurement Activities

1.1 CMHC Procurement Activities

The parties acknowledge that, at any time during the term, CMHC may issue a request for information (“**RFI**”), request for proposal (“**RFP**”) or conduct other procurement activities relating to the replacement of the proponent. The parties acknowledge that the CMHC procurement activities may involve third party competitors to the proponent, and third party consultants of CMHC. Upon request, the proponent shall provide CMHC with the required assistance at no cost or charge to CMHC or to third parties involved in the CMHC procurement activities.

1.2 General Assistance

The proponent shall prepare, organize and make available information reasonably required to understand CMHC’s requirements in, or respond to, an RFP, RFI or similar document relating to the CMHC procurement activities.

If requested by CMHC, the proponent shall organize the information in a manner that can be easily accessible in a data room (or electronic data room).

1.3 Additional Information

Upon CMHC’s request, the proponent shall provide CMHC with reasonable additional information necessary to answer questions posed by CMHC or third parties as part of the CMHC procurement activities.

2 Termination Assistance

2.1 General Principles

During the transition out period, the proponent shall co-operate and work in close collaboration with CMHC and the new proponent selected by CMHC to provide the services to ensure the expeditious and orderly transfer of the services, with minimum disruption to CMHC. Service responsibilities conducted by the proponent shall be transferred to the new proponent or CMHC, based on the Transition Out Plan. In the event of a dispute relating to the Transition Out Plan, the proponent shall transfer the service responsibilities in accordance with CMHC's written instructions.

2.2 Continuation of Service

The proponent shall continue to provide all services during the transition out period in compliance with this Agreement. As part of the services, proponent shall complete all close-out activities for the final contract year. The close-out activities shall occur within three (3) months of the termination date, unless otherwise agreed by CMHC. Any other work necessary to fulfil proponent’s obligations to provide the services that are not completed

before the termination date shall be completed by the proponent, without charge, within a time period approved by CMHC.

2.3 Transition Out Plan

The proponent shall develop and provide CMHC with a Transition Out Plan within ten (10) business days of the delivery of a termination notice or another notice from CMHC requesting termination assistance; or (b) in all cases, within at least one hundred and eighty (180) days before the expected expiry of the term.

The Transition Out Plan shall at a minimum include:

- The proposed transition organization structure, including names, profiles and duties of proposed resources;
- A schedule of activities and sub-activities to be undertaken during the transition out, including at a minimum proposed start and end dates and duration (e.g. level of effort); assigned resources, priority and dependencies and the proposed date of transfer of services to the new proponent;
- Human resources strategy, including: retention plan relating to employees providing the services; vacancies relating to employees providing the services; impacts of applicable legislation, etc.;

2.4 Proponent Personnel

2.4.1 Retention of Proponent Personnel during Transition Out Period

As part of the Termination Assistance, the proponent shall not transfer any member of the proponent personnel who, as a significant part of his or her responsibilities, provides the services, to any other position within the proponent or one of its affiliates during the transition out period, except with CMHC's prior written consent. CMHC will act reasonably when providing or withholding its consent.

2.4.2 Continuing Responsibility for Proponent Personnel

As set out in the Agreement, the proponent shall remain fully responsible for the proponent personnel, including the payment of any compensation and severance amounts to such personnel.

2.4.3 No Interference with Recruiting of Employees

CMHC and/or its designee shall be permitted to undertake, without interference from the proponent or its affiliates, efforts to hire any of the proponent personnel primarily dedicated to providing the services.

2.5 Transition Committees

As part of the Termination Assistance, the proponent shall establish a joint committee with CMHC, for the purposes of ensuring a smooth transition of the services to the new proponent. The transition committee shall be established six (6) months (or a time otherwise agreed to by CMHC in writing), prior to the termination date or the end of the term. The

steering committee shall be comprised of senior managers of both CMHC and the proponent, and shall be responsible for: (i) ensuring that all transition working groups have adequate resources to implement the Transition Out Plan; (ii) providing advice and guidance on issues and opportunities identified during the transition out period; and (iii) coordinating the communication strategy relating to the transition.

As part of the Termination Assistance, the proponent shall establish transition working groups, comprised of members of the proponent personnel, to execute the Transition Out Plan. The transition working groups shall be responsible for the following areas:

- Human resources & communications
- Operations, warranty management and logistics
- Subcontracted services
- Finance

2.6 Transition Manager

The proponent shall appoint a Transition Manager to represent the proponent during the transition out. The Transition Manager shall be named six (6) months (or a time otherwise agreed to by CMHC in writing), prior to the termination date or the end of the term. Under the direction of CMHC, the Transition Manager shall be responsible for the managing and integrating all related activities in the transition out including those of CMHC and subcontracted services.

2.7 Committees of New Proponent

As part of the Termination Assistance, the proponent shall support and, where necessary, participate in committees with the new proponent in order to ensure a smooth transfer of information, knowledge and resources.

2.8 Subcontracted Services

Six (6) months (or a time otherwise agreed to by CMHC in writing), prior to the termination date or the end of the term, the proponent shall provide a complete list of services including contact information for the subcontractors, without the need to pay additional charges or expenses, involved in the delivery of the services. The proponent shall communicate with the subcontractors to advise them of the transition and request that they cooperate with CMHC and/or new proponent.

2.9 Data and Property

The proponent shall return to CMHC and/or the new proponent all data, property and materials owned by CMHC.

3 POST-TERMINATION ASSISTANCE

3.1 Post-Termination Assistance

In addition to the Termination Assistance, CMHC will require further assistance from proponent, as set out in this Part 3, for up to six (6) months after the termination date. The proponent shall provide such assistance in response to CMHC's written request, except for the activities described in section 3.2 which proponent shall perform without request. The proponent shall provide such assistance without charge to CMHC or the new proponent, except as otherwise indicated in the remaining provisions of this Part 3.

3.2 Final Close Out Activities

The proponent shall provide, without charge to CMHC, any final close-out activities that are necessary relating to the delivery or reporting of the services up to the termination date, including:

- Follow up reporting associated with expenses up to the termination date;
- Reporting on services for the period up to the termination date;
- Activities which proponent agreed to undertake as part of the Transition Out Plan and which it was unable to complete due to no fault of CMHC.

The proponent shall perform such activities in a timely, efficient and effective manner, and in any case must complete such activities within three (3) months of the termination date. CMHC shall have the right to audit any final close-out activities to ensure that they were conducted in accordance with the Agreement.

3.3 Access to Resources

The proponent shall make commercially reasonable efforts to provide CMHC and the new proponent with access to resources (including employees, agents and subcontractors) with knowledge or information of the services. The proponent shall also make commercially reasonable efforts to ensure that such resources respond in timely, professional and complete manner to any questions from CMHC or the new proponent. The proponent shall provide the assistance described in this Section without charge to CMHC or the new proponent.

3.4 Other Miscellaneous Assistance

In addition to the assistance set out above in this Part 3, proponent shall provide other written answers, information and reports, and other reasonable assistance and services relating to the services, in response to a written request from CMHC. The proponent shall provide the assistance and services described in this Section at commercially reasonable rates agreed in advance by the Parties.

3.5 Additional Requirements for Termination for Proponent Event of Default Under Article 2.3

In the event that the CMHC terminates the Agreement for a proponent Event of Default set out in Article 2.3 of the Agreement, the proponent shall:

- Provide the Transition Out Plan within forty-eight (48) hours of the receipt of the notice of CMHC termination;
- Take all necessary activities to ensure that the proponent information management systems and any other systems used by the proponent for the provision of the services continue to remain available until the termination date; and
- Take any commercially reasonable activities requested by CMHC to ensure the continuity of the services until the termination date.