
**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
ACCENTURE BUSINESS SERVICES OF BRITISH COLUMBIA LIMITED
PARTNERSHIP**

DATED AS OF JANUARY 31, 2003

Table of Contents

	<u>Page</u>
ARTICLE I. DEFINED TERMS.....	1
SECTION 1.1. DEFINITIONS.....	1
ARTICLE II. GENERAL PROVISIONS.....	7
SECTION 2.1. FORMATION.....	7
SECTION 2.2. NAME.....	7
SECTION 2.3. PLACE OF BUSINESS.....	7
SECTION 2.4. TERM.....	8
SECTION 2.5. PURPOSE.....	8
SECTION 2.6. POWERS.....	8
SECTION 2.7. NAMES AND ADDRESSES OF PARTNERS.....	8
SECTION 2.8. OWNERSHIP AND TITLE MATTERS.....	8
ARTICLE III. THE GENERAL PARTNER; MANAGEMENT.....	8
SECTION 3.1. AUTHORITY OF THE GENERAL PARTNER.....	8
SECTION 3.2. APPROVAL BY THE BOARD OF DIRECTORS.....	10
SECTION 3.3. [REDACTED].....	11
SECTION 3.4. BUSINESS PLAN; APPROVAL OF CERTAIN OTHER MATTERS.....	12
SECTION 3.5. CODE OF CONDUCT.....	12
SECTION 3.6. PARTNERSHIP EXPENSES.....	13
SECTION 3.7. ORGANIZATION EXPENSES.....	14
SECTION 3.8. CERTAIN ACTIVITIES OF THE GENERAL PARTNER.....	14
SECTION 3.9. THIRD PARTY RELIANCE.....	15
SECTION 3.10. OTHER MATTERS AFFECTING THE GENERAL PARTNER.....	15
ARTICLE IV. THE LIMITED PARTNERS.....	16
SECTION 4.1. THE LIMITED PARTNERS.....	16
SECTION 4.2. LIMITED PARTNERS' RIGHTS AND DUTIES, GENERALLY.....	16
SECTION 4.3. OWNERSHIP OF NEWCO ASSETS.....	16
ARTICLE V. BOARD OF DIRECTORS; OFFICERS; MEETINGS.....	17
SECTION 5.1. ESTABLISHMENT AND FUNCTION OF BOARD OF DIRECTORS.....	17
SECTION 5.2. APPOINTMENT OF DIRECTORS AND RATIFICATION OF ACTS OF DIRECTORS.....	17
SECTION 5.3. MEETINGS OF BOARD OF DIRECTORS.....	18
SECTION 5.4. OFFICERS.....	19
SECTION 5.5. PROVISIONS APPLICABLE TO MEETINGS OF DIRECTORS AND PARTNERS.....	19
ARTICLE VI. CAPITAL CONTRIBUTIONS.....	20
SECTION 6.1. CAPITAL ACCOUNTS.....	20
SECTION 6.2. CAPITAL CONTRIBUTIONS OF THE GENERAL PARTNER.....	20
SECTION 6.3. CAPITAL CONTRIBUTION OF NEWCO.....	21

SECTION 6.4.	ISSUANCE OF INITIAL UNITS	21
SECTION 6.5.	ADMISSION OF NEWCO AND WITHDRAWAL OF ACCENTURE	21
SECTION 6.6.	CANCELLATION OF UNITS OF SERVCO	22
SECTION 6.7.	ADDITIONAL CAPITAL CONTRIBUTIONS; ADMISSION OF ADDITIONAL LIMITED PARTNERS; ISSUANCE OF ADDITIONAL UNITS AND OTHER SECURITIES.	22
SECTION 6.8.	NEGATIVE BALANCE OF CAPITAL ACCOUNT	22
SECTION 6.9.	RETURN OF CAPITAL	22
SECTION 6.10.	INTEREST ON CAPITAL CONTRIBUTIONS	22
SECTION 6.11.	CERTIFICATES.	22
SECTION 6.12.	REGISTER	24
SECTION 6.13.	RECORD HOLDERS	24
ARTICLE VII.	ACCOUNTING; BOOKS AND RECORDS; TAX MATTERS	24
SECTION 7.1.	BANK ACCOUNTS	24
SECTION 7.2.	ACCESS TO BOOKS AND RECORDS	24
SECTION 7.3.	BOOKS OF ACCOUNT	25
SECTION 7.4.	AUDITORS	25
SECTION 7.5.	MONTHLY REPORTS	25
SECTION 7.6.	TAX ELECTIONS	25
SECTION 7.7.	INCOME TAX INFORMATION	25
ARTICLE VIII.	ALLOCATIONS	25
SECTION 8.1.	ALLOCATION OF NET INCOME AND NET LOSS	25
SECTION 8.2.	DETERMINATION OF TAXABLE INCOME AND TAX LOSS	25
SECTION 8.3.	ALLOCATION OF TAXABLE INCOME AND TAX LOSS	25
ARTICLE IX.	DISTRIBUTIONS	26
SECTION 9.1.	DISTRIBUTIONS TO CLASS A PARTNERS	26
SECTION 9.2.	DISTRIBUTIONS TO GENERAL PARTNER	26
SECTION 9.3.	DISTRIBUTIONS ON LIQUIDATION	26
ARTICLE X.	INDEMNIFICATION	27
SECTION 10.1.	INDEMNIFICATION BY THE PARTNERSHIP	27
SECTION 10.2.	INDEMNIFICATION BY LIMITED PARTNERS	28
ARTICLE XI.	TRANSFERS AND WITHDRAWALS	29
SECTION 11.1.	TRANSFER	29
SECTION 11.2.	LIMITED PARTNER TRANSFERS	29
SECTION 11.3.	SUBSTITUTE LIMITED PARTNER	30
SECTION 11.4.	BUY-SELL RIGHTS APPLICABLE TO NEWCO	30
SECTION 11.5.	GENERAL PARTNER TRANSFERS	31
SECTION 11.6.	SUBSTITUTE GENERAL PARTNER	31
SECTION 11.7.	WITHDRAWAL	31
ARTICLE XII.	DISSOLUTION	32
SECTION 12.1.	DISSOLUTION EVENTS	32

SECTION 12.2. ELECTION TO CONTINUE THE PARTNERSHIP	32
SECTION 12.3. WINDING UP.....	33
SECTION 12.4. RIGHTS OF LIMITED PARTNERS	34
SECTION 12.5. TERMINATION OF PARTNERSHIP AND CANCELLATION OF CERTIFICATE OF LIMITED PARTNERSHIP.....	34
SECTION 12.6. WAIVER OF PARTITION.....	34
SECTION 12.7. NEGATIVE CAPITAL ACCOUNTS	34
ARTICLE XIII. POWER OF ATTORNEY	34
SECTION 13.1. POWER OF ATTORNEY	34
SECTION 13.2. DURATION OF POWER.....	35
ARTICLE XIV. CONFIDENTIALITY.....	35
SECTION 14.1. CONFIDENTIALITY.....	35
SECTION 14.2. UNAUTHORIZED ACTS	38
ARTICLE XV. DISPUTE RESOLUTION	39
SECTION 15.1. INFORMAL DISPUTE RESOLUTION.....	39
SECTION 15.2. FORMAL DISPUTE RESOLUTION.....	40
SECTION 15.3. EXCEPTIONS TO DISPUTE RESOLUTION PROCEDURE	40
SECTION 15.4. CONFIDENTIALITY	41
ARTICLE XVI. MARKETING ASSISTANCE	41
SECTION 16.1. NEWCO MARKETING COMMITMENTS	41
SECTION 16.2. [REDACTED]	41
SECTION 16.3. [REDACTED]	41
ARTICLE XVII. ASSET STEWARDSHIP MATTERS	42
SECTION 17.1. PARTNERSHIP-MANAGED NEWCO AGREEMENTS.	42
SECTION 17.2. PARTNERSHIP-MANAGED NEWCO RESOURCES.	42
SECTION 17.3. NEWCO-LICENSED SOFTWARE.	43
SECTION 17.4. NEWCO-OWNED SOFTWARE.....	43
ARTICLE XVIII. MISCELLANEOUS.....	44
SECTION 18.1. AMENDMENTS	44
SECTION 18.2. COMPLETE AGREEMENT	44
SECTION 18.3. GOVERNING LAW	44
SECTION 18.4. BINDING EFFECT	45
SECTION 18.5. INTERPRETATION.....	45
SECTION 18.6. MULTIPLE COUNTERPARTS	45
SECTION 18.7. EXECUTION OF DOCUMENTS	45
SECTION 18.8. NO THIRD PARTY BENEFICIARIES	45
SECTION 18.9. NOTICES	45
SECTION 18.10. WAIVER.....	46
SECTION 18.11. LIABILITY	46
SECTION 18.12. EXPENSES	46
SECTION 18.13. BCH GUARANTEE.	46

SECTION 18.14. LIMITATIONS OF LIABILITY	50
SECTION 18.15. MATERIAL BREACH BY LIMITED PARTNERS	50

EXHIBITS AND SCHEDULES:

EXHIBIT A	-	ACCENTURE GUARANTEE
EXHIBIT B	-	CAPITAL CONTRIBUTIONS AND NUMBER OF UNITS
EXHIBIT C	-	JOINDER AGREEMENT
SCHEDULE 1.1		EXISTING AGREEMENTS
SCHEDULE 3.1		POWER OF ATTORNEY
SCHEDULE 15.2		DISPUTE RESOLUTION PROCEDURES
SCHEDULE 16.2(A)		REGISTRATION CERTIFICATE
SCHEDULE 16.2(B)		PROSPECTIVE MAJOR CLIENTS
SCHEDULE 17.3(A)		NEWCO-LICENSED SOFTWARE
SCHEDULE 17.4(A)		NEWCO-OWNED SOFTWARE
SCHEDULE 17.1(C)		PARTNERSHIP-ASSUMED NEWCO AGREEMENTS

**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
ACCENTURE BUSINESS SERVICES OF BRITISH COLUMBIA LIMITED
PARTNERSHIP**

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF ACCENTURE BUSINESS SERVICES OF BRITISH COLUMBIA LIMITED PARTNERSHIP (this "Agreement") is made and entered into as of the 31st day of January, 2003, by and among Accenture Business Services General Partner Inc., a corporation organized under the federal laws of Canada and formerly known as SBS General Partner Inc. ("Servco"), as General Partner (as hereinafter defined) of the Partnership (as hereinafter defined), Accenture Inc., a corporation incorporated under the laws of Ontario, Canada ("Accenture"), as a Limited Partner (as hereinafter defined) of the Partnership, BCH Services Asset Corp., a company organized under the laws of British Columbia, Canada ("Newco"), as a Limited Partner of the Partnership, and British Columbia Hydro and Power Authority, a corporation organized under the laws of British Columbia, Canada ("BCH"), as guarantor of Newco's obligations hereunder.

W I T N E S S E T H:

WHEREAS, the General Partner has formed Accenture Business Services of British Columbia Limited Partnership (the "Partnership") pursuant to and in accordance with the Act (as hereinafter defined) by filing the Certificate (as hereinafter defined) with the Office of the Registrar of Companies for the Province of British Columbia;

WHEREAS, the General Partner and Accenture have entered into that certain Limited Partnership Agreement, dated as of October 7, 2002 (the "Initial Agreement"), setting forth their respective rights, duties and obligations with respect to the Partnership;

WHEREAS, immediately after the admission of Newco as a Limited Partner of the Partnership, Accenture intends to withdraw as a Limited Partner of the Partnership; and

WHEREAS, the Partners that are parties hereto desire to amend and restate the Initial Agreement in its entirety as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

**ARTICLE I.
DEFINED TERMS**

Section 1.1. *Definitions.*

(a) For purposes of this Agreement, the terms set forth below shall have the following respective meanings:

"Accenture Code of Conduct" means the code of conduct, as amended from time to time, that sets forth certain standards of conduct to which the employees of Accenture are held.

“Accenture Guarantee” means that certain Guarantee, dated of even date herewith, in the form attached hereto as Exhibit A, given by Accenture in favor of Newco with respect to the obligations of Servco under this Agreement, and in favor of BCH with respect to the obligations of the Partnership under the Master Services Agreement, the Marketing Alliance Agreement and the Master Transfer Agreement.

“Act” means the *Partnership Act* (British Columbia), as amended from time to time.

“Adjusted Net Income” means, in respect of any Fiscal Year, the Net Income (if any) of the Partnership for such Fiscal Year plus one hundred percent of any Finance Costs incurred by the Partnership during such Fiscal Year.

“Affiliate,” when used to indicate a relationship with a specified Person, means another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. Notwithstanding the foregoing, for the purposes of this Agreement, “Affiliate” with respect to BCH, Newco or any other subsidiary of BCH, shall be deemed not to include the Province of British Columbia or any corporation or other legal entity owned, directly or indirectly, by the Province of British Columbia, other than through BCH. For the purpose of this definition, “control” (including “controlled by” and “under common control with”), as used in respect of any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Asset Conveyance Agreement” means the Asset Conveyance Agreement, dated of even date herewith, by and between BCH and Newco.

“Auditors” means the firm of independent public accountants named in Section 7.4 hereof, and any successor firm selected by the General Partner and approved by the Board of Directors, to audit the books of account and records of the Partnership.

[Redacted]

[Redacted]

“BPO Services” means Outsourcing Services provided to clients to supplant the need for such clients to directly perform various business processes and functions, including (i) finance and accounting, (ii) human resources, (iii) employee recruitment, education and training, (iv) procurement and supply chain management, (v) property management, and (vi) customer relationship management and customer care.

“Capital Contribution” means, with respect to any Partner as of any particular date, the fair value of the assets and the property which such Partner has contributed to the Partnership in accordance with the provisions of this Agreement, determined as of the date of each such contribution.

“Certificate” means the Certificate of Limited Partnership relating to the Partnership filed with the Office of the Registrar of Companies for the Province of British Columbia, as amended from time to time in accordance with the terms hereof and the Act.

“CIS Agreement” means that certain Master Consulting Services Agreement, dated of even date herewith, by and between Accenture and BCH.

“CIS System” shall have the meaning specified for the term “Project” in the CIS Agreement.

“Class A Partners” shall mean Newco, and also includes any other Person admitted to the Partnership as a Class A Partner in accordance with the terms hereof.

“Class A Units” shall mean the Units of partnership interest in the Partnership issued to Class A Partners.

“Customer Care Outsourcing Services” means Outsourcing Services provided to clients to supplant the need for such clients to directly perform services and functions in the areas of customer relations and customer care, including (i) billing services, including bill calculation, preparation and distribution, scheduling and data capture for metered services, rate modeling and maintenance, calculation of applicable taxes, maintenance of customer exemptions and summary remittance, formatting, finishing and mailing, and process tracking, (ii) customer contact and communication services, including providing customer service representatives for general inquiry, billing inquiry, field service inquiry, application processing, emergency requests (including outage management features) and payment inquiry, (iii) payment processing, (iv) credit and collections services, including management of the collections process and collection agents, handling of special payment arrangements, pre-billing for troublesome accounts, distribution of notices and overdue reminders, management of accounts receivable, reporting of arrears, management of the disconnect process, maintenance of credit codes based on credit events (late payments, disconnect notices, etc.) and management and tracking of security deposits, and (v) scheduling and dispatch, including scheduling of appointments, automated dispatching of service work orders, tracking of service order status, managing schedules, making and meeting service commitments, managing field resources, statistical reporting and managing historical records.

“Effective Date” means the date as of which the Partnership commences the performance of the MSA Services.

“Executive Liaison” means, with respect to each Partner, a senior executive designated by such Partner to serve as the first point of escalation for any Dispute.

“Executive Steering Committee” means a committee made up of two executives from each Partner (inclusive of such Partner’s Executive Liaison) that is a party to a pending Dispute, which Executive Steering Committee shall serve as the second point of escalation for such Dispute. Without limiting the generality of the foregoing, to the extent that only two Partners are parties to a Dispute, the Executive Steering Committee with respect to that Dispute shall be comprised solely of executives from those Partners.

“Finance Costs” means, in respect of any Fiscal Year, all financing costs incurred by the Partnership during such Fiscal Year in the way of interest or other expenses associated with funds borrowed by the Partnership.

“Fiscal Year” shall mean the fiscal year of the Partnership, which shall end on December 31 of each year; *provided, however*, that the General Partner may at any time or from time to time change the Fiscal Year of the Partnership.

“GAAP” means generally acceptable accounting principles, as in effect from time to time in the United States of America.

“General Partner” means Servco, and also includes any other Person admitted to the Partnership as a general partner in accordance with the provisions hereof.

“IT Outsourcing Services” means Outsourcing Services related to the operation, maintenance and management of a client’s information technology systems and infrastructure.

“Limited Partners” means Accenture and Newco, and also includes any other Person admitted to the Partnership as a limited partner in accordance with the terms hereof.

“Marketing Alliance Agreement” means the Marketing Alliance Agreement, dated of even date herewith, by and among Accenture, BCH, the Partnership and Servco.

“Master Services Agreement” means the Master Services Agreement, dated of even date herewith, by and among the Partnership, Servco and BCH.

“Master Transfer Agreement” means the Master Transfer Agreement, dated of even date herewith, by and among the Partnership, Servco, BCH and Westech Information Systems Inc.

“MSA Services” means the services provided by the Partnership to BCH pursuant to the Master Services Agreement.

“MSA Termination Date” means the date as of which the Master Services Agreement expires or is terminated in accordance with its terms.

“Net Income” or “Net Loss” means, in respect of any Fiscal Year, the net income (including capital gain) or net loss (including capital loss) of the Partnership, respectively, for such Fiscal Year, as determined by the General Partner in accordance with GAAP.

“Newco Assets” means all of the assets, license and other contractual rights, and other rights and interests transferred to Newco by BCH pursuant to the Asset Conveyance Agreement, together with any and all other assets, license and other contractual rights, and other rights and interests acquired by Newco after the date hereof which, in the case of such after acquired assets, are useful in connection with the MSA Services or in connection with the Partnership’s providing similar services to other clients in the manner contemplated in this Agreement and the Marketing Alliance Agreement.

[Redacted]

“Ordinary Course Financing” means any issuance of debt or equity securities or instruments by the relevant Person in order to raise capital for the following purposes: (i) to effectuate any merger, consolidation, acquisition, reorganization or other similar business combination of the relevant Person with any other Person, including the acquisition by the relevant Person of any or all of the assets or securities of any other Person, (ii) to fund operating and other expenses incurred with respect to the conduct of the business of the relevant Person, including Partnership Expenses (as hereinafter defined), (iii) to redeem or retire any indebtedness or securities, (iv) to enable the relevant Person to comply with any of its legal obligations or (v) for any other purpose in the ordinary course of business of the relevant Person.

“Outsourcing Services” means multiyear services provided to clients to supplant the need for such clients to directly perform or provide various business processes, business functions, business applications, or technology infrastructures, but excluding any project-specific consulting services to develop or provide project deliverables that might be associated with such Outsourcing Services.

“Partner” means either the General Partner or any Limited Partner, and “Partners” means the General Partner and all Limited Partners.

“Party” means BCH, the Partnership or any Partner, and “Parties” means BCH, the Partnership and all Partners.

“Person” means an individual or a corporation, limited liability company, partnership (whether general, limited or limited liability), trust, unincorporated organization, joint stock company, joint venture, association or other entity, or any government, or any agency or political subdivision thereof.

“Services” means Customer Care Outsourcing Services, IT Outsourcing Services and/or BPO Services.

“Service Commencement Date” means the date on which the Partnership first provides the MSA Services to BCH under the Master Services Agreement.

“Tax Act” means the *Income Tax Act* (Canada).

[Redacted]

“Taxable Income” or “Tax Loss” means, in respect of any Fiscal Year, the income (including taxable capital gain) or loss (including taxable capital loss) of the Partnership, respectively, for such Fiscal Year, as determined by the General Partner in accordance with the provisions of the Tax Act and the provisions of any other applicable legislation.

“Taxes” means any federal, state, provincial, local or foreign income, gross receipts, property, sales, use, good and services, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value-added, turnover or consumption tax or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty related thereto.

“Transfer” means a sale, assignment, transfer, gift, encumbrance, hypothecation, mortgage, pledge, exchange or any other conveyance or disposition by operation of law or otherwise, voluntarily or involuntarily.

“Transition Period” means the period commencing on the date hereof and ending on the earlier to occur of (a) the date on which Newco, for whatever reason, ceases to be a Partner of the Partnership, or (b) the later to occur of the following: (i) following the Service Commencement Date, the establishment of the Service Levels set forth in Attachments B, D and F of Schedule 5.1 to the Master Services Agreement, (ii) the acceptance by BCH of the CIS System in accordance with the CIS Agreement, and (iii) the compliance by Accenture and the Partnership with their respective obligations under Section 3.2 of the Marketing Alliance Agreement for a period of three years after the Service Commencement Date.

“Units” means units into which partnership interests of the Limited Partners in the Partnership are divided, including the Class A Units.

“Utilities Industry” means enterprises primarily engaged in any one or more of the production, generation, supply, transmission or distribution of any one or more of electricity, natural gas or water to end-users thereof.

(b) Each of the terms set forth below has the meaning set forth in the provision of this Agreement set forth opposite such term in the following table:

<u>Term</u>	<u>Provision</u>
Accenture	Preamble
Accumulated Shortfall Amount	Section 9.1(c)
Agreement	Preamble
Approval Request	Section 3.3
Asset Withdrawal Notice	Section 4.3(b)
Authority	Section 14.1(d)
BCH	Preamble
Board of Directors	Section 5.1(a)
Breaching Limited Partner	Section 18.15
Business Plan	Section 3.4(a)
Call Notice	Section 11.4(b)
Call Right	Section 11.4(b)
Capital Account	Section 6.1
Capital Call	Section 6.3(b)
Class A Directors	Section 5.2(b)
Class A Distribution Amount	Section 9.1(a)
Commission	Section 14.1(e)
Confidential Information	Section 14.1(a)
Director	Section 5.2(a)
Disclosing Party	Section 14.1(d)
Dispute	Section 15.1(a)
GP Directors	Section 5.2(b)
Guaranteed Party	Section 18.13(a)
Guaranteed Parties	Section 18.13(a)

Indemnatee	Section 10.1(a)
Initial Agreement	Recitals
Initial Directors	Section 5.2(c)
Joinder Agreement	Section 11.3
Mediation Notice	Section 15.1(a)
Newco	Preamble
Newco Available Assets	Section 4.3(b)
Newco-Licensed Software	Section 17.3(a)
Newco-Owned Software	Section 17.4(a)
Organization Expenses	Section 3.7
Partnership	Recitals
Partnership-Assumed Newco Agreements	Section 17.1(c)
Partnership Code of Conduct	Section 3.5(a)
Partnership Expenses	Section 3.6
Partnership-Managed Newco Agreements	Section 17.1(a)
Partnership-Managed Newco Resources	Section 17.1(b)
Partnership Securities	Section 3.1(e)
Permitted Person	Section 11.2(c)
Prospective Major Clients	Section 16.2
Put Notice	Section 11.4(a)
Put Right	Section 11.4(a)
Register	Section 6.12
Senior Officers	Section 5.4(a)
Servco	Preamble
Start Date	Section 16.2
Subject Percentage	Section 16.2

ARTICLE II. GENERAL PROVISIONS

Section 2.1. *Formation.* The General Partner has formed the Partnership as a limited partnership pursuant to and in accordance with the provisions of the Act. The General Partner has executed and filed with the Office of the Registrar of Companies for the Province of British Columbia the Certificate conforming to the requirements of the Act. The Partnership shall make any filings or disclosures required by the laws of any other province or state with respect to the qualification of the Partnership as a foreign limited partnership under the internal laws of each such province or state. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the governance, administration and termination of the Partnership shall be governed by the Act.

Section 2.2. *Name.* The name of the Partnership shall be “Accenture Business Services of British Columbia Limited Partnership”. The business of the Partnership shall be conducted under that name or such other name as the General Partner may from time to time determine in its sole discretion.

Section 2.3. *Place of Business.* The principal place of business of the Partnership shall be located within the Province of British Columbia, Canada, at such specific location or locations within such province as the General Partner determines to be appropriate. Subject to Sections

3.2(b) and 3.3, the General Partner may change the Partnership's principal place of business at any time and from time to time by notice to the Limited Partners. The Partnership may also have such other places of business as the General Partner determines to be appropriate.

Section 2.4. *Term.* The term of the Partnership commenced upon the filing of the Certificate with the Office of the Registrar of Companies for the Province of British Columbia on October 8, 2002 and shall continue until December 31, 2033, unless the Partnership is earlier dissolved and its business affairs are wound up pursuant to Article XII.

Section 2.5. *Purpose.* The purpose of the Partnership shall be (i) to engage in the business of providing the MSA Services to BCH under the Master Services Agreement, (ii) to engage in the business of providing Outsourcing Services, both similar and dissimilar to the MSA Services, to other Persons and (iii) to engage and participate in any lawful business activities in which limited partnerships formed under the Act may engage or participate.

Section 2.6. *Powers.* The Partnership shall be empowered to do any and all acts necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described herein and for the protection and benefit of the Partnership.

Section 2.7. *Names and Addresses of Partners.* The names and addresses of the General Partner, Accenture and Newco are set forth in Exhibit B. The General Partner shall revise Exhibit B to include the names and addresses of Partners subsequently admitted to the Partnership pursuant to the terms hereof as soon as practicable after such Partners are admitted.

Section 2.8. *Ownership and Title Matters.* The partnership interest of each Partner shall be personal property for all purposes. Legal title to all property and interests in property, real or personal, acquired and owned by the Partnership during the term of the Partnership set forth in Section 2.4 shall be held by the General Partner as nominee for the Partnership and for the use and benefit of the Partnership and its Partners in accordance with the terms and provisions hereof. Any assets, including any property and interest in property, real or personal, separately owned by any Partner, and made available for use by that Partner to the Partnership, shall not be considered to be property owned by the Partnership or the General Partner.

ARTICLE III. THE GENERAL PARTNER; MANAGEMENT

Section 3.1. *Authority of the General Partner.* Subject to Sections 3.2 and 3.3 or as otherwise expressly provided in this Agreement, the General Partner (i) shall have the power on behalf of the Partnership to carry out any and all of the purposes of the Partnership and perform all acts and enter into and perform all contracts and other undertakings that it may in its discretion deem necessary or advisable or incidental thereto and (ii) shall have full authority in its discretion to exercise, on behalf of and in the name of the Partnership, all rights and powers of a general partner of a limited partnership under the Act. Subject to Sections 3.2 and 3.3 or as otherwise expressly provided in this Agreement, the General Partner may do or cause to be done, by acting directly or through any duly appointed officers of the Partnership, any act which is necessary or desirable to carry out any of the purposes of the Partnership, including any of the following:

(a) to enter into, make, deliver and perform all contracts, agreements, instruments and other undertakings as the General Partner may determine to be necessary, advisable, appropriate or incidental to the carrying out of the objects and purposes set forth herein or contemplated hereby, the taking of such action by the General Partner to be conclusive evidence of such determination;

(b) to perform, or cause to be performed, all of the Partnership's obligations under any agreement or contract to which the Partnership is a party;

(c) to arrange financing for the Partnership and to cause the Partnership to directly borrow money or otherwise directly incur, guarantee or otherwise become liable for any amount of indebtedness (including indebtedness for accrued expenses or ordinary trade payables) in connection with the acquisition of any assets or securities by the Partnership or the operation of the Partnership's business;

(d) to cause the Partnership to enter into any merger, consolidation, acquisition, reorganization or other similar business combination with any other Person; *provided, however*, that if, prior to the MSA Termination Date, such merger, consolidation, acquisition, reorganization or business combination would involve any of the actions set forth in Section 3.2 or Section 3.3 of this Agreement, any approvals required therein must be obtained before the General Partner may proceed with any such transaction;

(e) to cause the Partnership to issue debt instruments or securities or any equity securities, including Units of any class (collectively, "Partnership Securities") to any Person;

(f) to cause the Partnership to be a venturer, partner, stockholder, holder of a beneficial interest or other participant or owner in a joint venture, partnership (whether limited, limited liability or general), corporation, limited liability company, trust or other venture or enterprise;

(g) to employ or consult such Persons as it shall deem necessary, appropriate or advisable for the operation and management of the Partnership, including brokers, accountants, engineers, attorneys or specialists in any field of endeavor whatsoever, and to authorize any such Person to act for and on behalf of the Partnership;

(h) to cause or direct any employee, other than an employee directly serving BCH and its customers under the Master Services Agreement, to report for work at, or in fact work at, any principal work location that the General Partner shall deem necessary, appropriate or advisable for the operation and management of the Partnership, including any location outside British Columbia;

(i) to make expenditures as are required to operate and manage the Partnership and the Partnership's assets;

(j) to deposit the funds of the Partnership in the Partnership's name in any bank, brokerage firm or trust company and to entrust to such bank, brokerage firm or trust company any of the securities, monies, documents and papers belonging to or relating to the Partnership;

(k) to possess, monitor, manage, or otherwise deal in, and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, assets or property held or owned by the Partnership;

(l) to make appropriate elections and other decisions with respect to tax and accounting matters;

(m) to bring and defend actions and proceedings at law or equity before any court or governmental, administrative or other regulatory agency, body or commission or otherwise;

(n) to acquire and enter into any contract of insurance necessary or desirable for the protection or conservation of the Partnership and its assets or otherwise in the interest of the Partnership (including directors and officers insurance or the equivalent thereof) as the General Partner, in its discretion, shall determine;

(o) to distribute funds to the Partners by way of cash or otherwise, all in accordance with the provisions of this Agreement; and

(p) to do any other act which is necessary or desirable to carry out any of the purposes of the Partnership.

Notwithstanding anything to the contrary in this Agreement, the Partnership is hereby expressly authorized and empowered to execute and deliver, to carry out its obligations under and to enforce and receive the benefits of, the Master Services Agreement, the Marketing Alliance Agreement and each of the other agreements and documents referred to therein, including those necessary to effect the “Financing,” as such term is defined in the Master Services Agreement. In furtherance of the grant of authority to the General Partner under Section 3.1(d), Newco shall execute and deliver to Accenture a power of attorney, dated as of the date hereof, in the form set forth on Schedule 3.1 hereto.

Section 3.2. *Approval by the Board of Directors.* Notwithstanding anything in this Agreement to the contrary, from and after the Effective Date, the General Partner shall not have the authority, right, power or privilege to do or undertake any of the following (or to authorize or permit, by action or inaction, any of the following) without obtaining the approval of a majority of the members of the Board of Directors:

(a) amend this Agreement or the Certificate to the extent that such amendment would adversely affect in any material respect the rights or interests of the Class A Partners hereunder or thereunder;

(b) relocate the principal place of business or the headquarters office of the Partnership to a location outside the Province of British Columbia;

(c) cause or direct any employee serving BCH or its customers under the Master Services Agreement to report for work at, or in fact work at, a principal work location that is outside the Province of British Columbia (it being understood that the Partnership’s use of subcontractors who are natural persons also shall be subject to this provision);

(d) cause the Partnership to issue any Partnership Securities (in addition to the Units and other partnership interests issued pursuant to the Initial Agreement and this Agreement); *provided* such approval of the Board of Directors shall not be required for any issuance of Partnership Securities:

- (i) to Accenture, Newco or any of their respective Affiliates; or
- (ii) effected in connection with any Ordinary Course Financing of the Partnership, Servco or Accenture in connection with which no lien, pledge, charge, security interest or other encumbrance is imposed against any assets of the Partnership or against Servco's interest in the Partnership; or
- (iii) effected in connection with any Ordinary Course Financing of the Partnership, Servco or Accenture in connection with which a lien, pledge, charge, security interest or other encumbrance is to be imposed against any assets of the Partnership or against Servco's interest in the Partnership, *provided* that prior to such issuance it is established, to the reasonable satisfaction of Newco, that such issuance will not adversely affect in any material respect the treatment of the MSA Services and the Partnership and its Partners, for British Columbia provincial sales tax purposes, **[Redacted]** (for the avoidance of doubt, the "reasonable satisfaction" of Newco shall be measured based on what a similarly situated commercial enterprise, acting reasonably, would do under the same or similar circumstances);

(e) cause the Partnership to enter into any financing transaction in connection with which a lien, pledge, charge, security interest or other encumbrance is to be imposed against any assets of the Partnership that are used in connection with the MSA Services (it being understood that, in approving any such financing, the Board of Directors shall inquire as to management's compliance with the Partnership's obligation to use reasonable commercial efforts to obtain an acknowledgement of BCH's rights under Section 17.7 of the Master Services Agreement, and a related non-disturbance or similar agreement on such terms as may be negotiated at that time with BCH and the provider of such financing); or

(f) remove, terminate and/or replace the Auditors.

Notwithstanding anything in this Section 3.2 to the contrary, no approval by the Board of Directors shall be required in respect of any of the documents or transactions described in the penultimate sentence of Section 3.1 hereof.

Section 3.3. **[Redacted]**

(a) Notwithstanding anything in this Agreement to the contrary, from the Effective Date through the MSA Termination Date, neither the Partnership nor the General Partner on behalf of the Partnership shall have the authority, right, power or privilege to do or undertake (or to authorize or permit, by action or inaction) **[Redacted]**, with respect to which approval of a majority of the members of the Board of Directors is required thereunder, **[Redacted]**. To the extent that the Partnership has obtained the written agreement or waiver of BCH under the Master Services Agreement for either or both of the actions described in

[Redacted], the [Redacted] approval requirement of this Section 3.3(a) with respect to such actions shall not be applicable.

(b) The General Partner may send written notification to [Redacted] of any proposed action with respect to which approval or concurrence is sought under this Section 3.3, including a reasonable description of such action (each, an “Approval Request”). If 20 calendar days elapse following the date of transmission of an Approval Request to [Redacted] and, during such period, [Redacted] shall object in writing to the proposed action described therein, the action with respect to which such Approval Request was transmitted shall be deemed for all purposes to have been duly and validly approved by each of [Redacted]. Upon the occurrence of any such “deemed approval” under this Section 3.3, the General Partner shall notify each of [Redacted] thereof.

(c) The Partners acknowledge that at all times in performing functions as members of the Board of Directors, the actions and decisions of the [Redacted] are being carried out in their individual capacities as [Redacted] and not as agents for the [Redacted].

Section 3.4. *Business Plan; Approval of Certain Other Matters.*

(a) At least 15 days prior to the commencement of each Fiscal Year of the Partnership, the General Partner shall prepare and submit to the Board of Directors a written document that sets forth in reasonable detail the business plan of the Partnership for such Fiscal Year (the “Business Plan”). The Business Plan shall be in such form, and address such general business matters, strategies and objectives, as is reasonably customary for business plans developed for Persons engaged in the business of providing Outsourcing Services similar to the MSA Services. The Business Plan shall additionally address such other matters as shall be requested by the Board of Directors.

(b) The Business Plan for any Fiscal Year shall be subject to approval by a majority of the members of the Board of Directors. The General Partner shall cooperate with the Board of Directors in connection with its review of each proposed Business Plan.

(c) [Redacted]

Section 3.5. *Code of Conduct.*

(a) The General Partner shall prepare and submit to the Board of Directors a proposed code of conduct that sets forth in reasonable detail certain standards of conduct to which the employees of the Partnership will be held (the “Partnership Code of Conduct”). The Partnership Code of Conduct shall be generally based on the Accenture Code of Conduct. The Partnership Code of Conduct shall additionally address such key policies and principles as are applicable to Persons providing services to a utility regulated by the British Columbia Utility Commission and to a British Columbia crown corporation.

(b) The Partnership Code of Conduct and any material amendments or revisions thereto shall be subject to approval by a majority of the members of the Board of Directors. The General Partner shall cooperate with the Board of Directors in connection with its review of the proposed Partnership Code of Conduct.

Section 3.6. *Partnership Expenses.* The Partnership shall be responsible for and shall pay all Partnership Expenses (as hereinafter defined). All Partnership Expenses shall be paid out of funds of the Partnership determined by the General Partner in its sole discretion to be available for such purpose. As used herein, the term “Partnership Expenses” means the Organization Expenses (as hereinafter defined), and all other fees, costs, expenses, open purchase orders, liabilities, charges, and other obligations incurred with respect to the conduct of the business of the Partnership and its business and assets, as determined by the General Partner, and shall include the following:

(a) all fees and expenses of accountants, attorneys, consultants, engineers, brokers, and other professional advisors incurred by the Partnership or by the General Partner on behalf of the Partnership, including out-of-pocket costs or expenses incurred by the General Partner on behalf of the Partnership in connection with (i) maintaining, operating, and managing the Partnership and its business, (ii) initiating, investigating, evaluating, researching, negotiating, structuring and arranging transactions, business alliances and asset acquisitions by or of the Partnership (whether or not consummated), (iii) monitoring, managing, evaluating, restructuring, reorganizing, refinancing, or recapitalizing any Partnership asset or indebtedness, and (iv) initiating, investigating, evaluating, researching, negotiating, structuring, arranging, and effectuating the disposition of, any Partnership asset (whether or not consummated);

(b) all taxes, fees, and other governmental charges levied against the Partnership or its assets or business;

(c) all fees and expenses incurred in connection with the registration, qualification or exemption of the Partnership under any applicable federal, provincial, state, or local law.

(d) all fees and expenses relating to the preparation of unaudited and/or audited financial statements of the Partnership, the local, provincial, state and federal income, franchise and other tax returns of the Partnership, other regulatory reports and filings of the Partnership, and all other documents, opinions, appraisals and reports required to be delivered to the Partners pursuant to the provisions of this Agreement;

(e) all fees and expenses incurred in connection with any litigation, mediation, arbitration or other legal or tax proceeding involving the Partnership or any of its assets (including the cost of any investigation and preparation) and the amount of any judgment or settlement paid in connection therewith;

(f) all fees and expenses incurred in connection with the collection of amounts due to the Partnership;

(g) all fees and expenses incurred in connection with the dissolution and liquidation of the Partnership;

(h) all general and administrative expenses of the General Partner, including (i) costs and expenses for the compensation of the General Partner’s officers and employees (including salaries, bonuses, payroll taxes and employee benefits), (ii) rental expense and other occupancy costs and expenses for the rental or lease of office space for the General Partner, (iii)

the General Partner's internal accounting fees and expenses, including fees and expenses relating to the preparation of financial statements of the General Partner, the local, state and federal income, franchise and other tax returns of the General Partner, other regulatory reports and filings of the General Partner, and all other documents and reports required pursuant to the terms of the General Partner's organizational documents, and (iv) costs and expenses for, or relating to, the General Partner's office or offices, including acquiring or leasing furniture, fixtures and equipment, office materials and supplies, telephone and telecommunication services and other utilities, and repair and maintenance costs; and

(i) all costs and expenses incurred in connection with any obligations to provide indemnification or contribution to any Indemnitee pursuant to Section 10.1, pursuant to any approval by the General Partner or as a matter of law.

Notwithstanding any term or provision set forth in this Agreement to the contrary, each of the Limited Partners shall be responsible for and shall pay all fees, costs, expenses, liabilities, charges and other obligations separately incurred by such Limited Partner in connection with any matter relating to the Partnership.

Section 3.7. *Organization Expenses.* All expenses incurred by the Partnership or the General Partner in connection with the formation and organization of the Partnership, the preparation of the Initial Agreement, this Agreement, or any further amendment or restatement of this Agreement, including the legal, accounting, consulting and other professional fees and expenses and all other out-of-pocket costs and expenses (including travel expenses) actually incurred by the Partnership or the General Partner ("Organization Expenses"), shall be borne by the Partnership.

Section 3.8. *Certain Activities of the General Partner.*

(a) The General Partner shall devote such personnel, time and energies to administering the business of the Partnership as it deems reasonably necessary to enable the General Partner to perform its duties as set forth in this Agreement. In administering the business of the Partnership, the General Partner shall use its best efforts to cause the Partnership to comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, the noncompliance with which would materially adversely affect the business, results of operation or financial condition of the Partnership.

(b) No Partner and none of its Affiliates, shareholders, members, directors, managers, officers or employees shall be expressly or impliedly restricted or prohibited under this Agreement from engaging in other activities or business ventures of any kind or character whatsoever. Each of the Partners and its Affiliates, shareholders, members, directors, partners, managers, officers and employees shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Partnership.

(c) Neither the Partnership nor any Partner shall have any rights or claims by virtue of this Agreement or the relationships created hereby in any activities or business ventures of any Partner or its Affiliates, shareholders, directors, officers and employees (it being expressly understood and agreed that any and all such rights and claims are hereby irrevocably waived by

each of the Partners on its behalf and on behalf of the Partnership); *provided, however*, that the foregoing shall be without prejudice to the rights and obligations thereunder of the parties to the Marketing Alliance Agreement.

Section 3.9. *Third Party Reliance.* Notwithstanding any other provision contained in this Agreement, no lender, purchaser or other Person shall be required to look to the application of proceeds hereunder or to verify any representation by the General Partner as to the extent of the interest in Partnership assets that the General Partner is entitled to encumber, sell or otherwise use, and any such lender, purchaser or other Person shall be entitled to rely exclusively on the representations of the General Partner as to its authority to enter into such financing or sale arrangements and shall be entitled to deal with the General Partner, without the joinder of any other Person, as if it were the sole party in interest therein, both legally and beneficially. In no event shall any Person dealing with the General Partner or the General Partner's representative with respect to any business or property of the Partnership be obligated to determine that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or the General Partner's representative, it being expressly understood and agreed that every contract, agreement, deed, mortgage, security agreement, promissory note or other instrument or document executed by the General Partner or the General Partner's representative with respect to any business or property of the Partnership shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i) at the time of the execution and delivery thereof this Agreement was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership and (iii) the General Partner or the General Partner's representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

Section 3.10. *Other Matters Affecting the General Partner.* Notwithstanding anything to the contrary in this Agreement or the Act, the General Partner (a) shall not be liable to the Partnership or any Partner for losses sustained, liabilities incurred, or benefits not derived by the Partners in connection with (1) any decisions made by, or actions taken or not taken by, the General Partner, so long as the General Partner was not guilty of gross negligence, fraud or willful or wanton misconduct, or (2) any failure or inability of the Partnership to generate or maximize revenue or Net Income, (b) may exercise any of the powers granted to it hereunder and perform any of the duties imposed upon it hereunder either directly or by or through agents and shall not be responsible for any misconduct or negligence on the part of any such agent appointed and supervised in good faith, (c) may rely, and shall be protected in acting or refraining from acting, upon any consent, approval and any other action taken by the Limited Partners, and upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties, (d) may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, architects, engineers, environmental consultants and other consultants and advisers, and any act taken or omitted to be taken in reliance upon the opinion or advice (whether written or oral) of such Persons as to matters which the General Partner reasonably believes to be within such Person's professional or expert competence shall be presumed to have been done or omitted in good faith, and (e) shall not be liable to the Partnership or the Partners for the failure to perform any obligation that the General Partner cannot perform because the Partnership does not

have sufficient funds to pay the cost and expense relative to such obligation. Notwithstanding the foregoing, the provisions of this Section 3.10 shall not be applicable to any material breach by the General Partner of Section 3.2 or Section 3.3 of this Agreement. Prior to taking any action against the General Partner or the Partnership with respect to an alleged material breach by the General Partner of Section 3.2 or 3.3, a Limited Partner shall first provide written notice thereof to the General Partner and the General Partner shall have a period of 10 calendar days after the effective date of such notice to cure such alleged breach.

ARTICLE IV. THE LIMITED PARTNERS

Section 4.1. *The Limited Partners.* Upon the latter to occur of (i) the execution and delivery of this Agreement, (ii) the filing of an amendment to the Certificate with the Office of the Registrar of Companies for the Province of British Columbia reflecting certain amendments to the Initial Agreement effected by this Agreement, (iii) the making by Newco of the Capital Contribution referred to in Section 6.3(a), and (iv) and the withdrawal of Accenture as a Limited Partner of the Partnership, the sole Limited Partner of the Partnership shall be Newco.

Section 4.2. *Limited Partners' Rights and Duties, Generally.* Except as otherwise required by the Act or this Agreement, no Limited Partner shall be liable for any of the debts, liabilities or obligations of the Partnership. The liability of each Limited Partner to the Partnership hereunder shall be limited to (a) the total Capital Contributions that the Limited Partner is required to make to the Partnership under Article VI, and (b) in the case of Newco, its other express contractual obligations in this Agreement (including Newco's obligations under Section 4.3, Article XVI and Article XVII hereof), and such liability shall be enforceable only by the Partnership and the Partners thereof and not by any creditors of the Partnership. The Limited Partners shall have such approval and consent rights as are specifically provided for in this Agreement or pursuant to the Act, but shall not participate in the management or control of the Partnership's operations, business or affairs, transact any business for the Partnership or have the power to act for or bind the Partnership, such powers being vested solely and exclusively in the General Partner.

Section 4.3. *Ownership of Newco Assets.*

(a) Notwithstanding anything to the contrary contained herein, the Limited Partners shall have no obligation to make any Capital Contribution to the Partnership, other than the Capital Contributions required to be made by the Limited Partners under Article VI. Without limiting the generality of the foregoing, Newco may, at its sole and absolute discretion, make available to the Partnership certain of the Newco Assets for the purpose of assisting the Partnership in providing the MSA Services to BCH and/or otherwise conducting the business of the Partnership; *provided, however*, that Newco shall not be obligated hereunder to make available to the Partnership any of the Newco Assets; and *provided, further*, that in the event Newco elects to make available to the Partnership certain of the Newco Assets, Newco shall retain the sole and exclusive ownership of such Newco Assets. To the extent that Newco makes available to the Partnership any Newco Assets, such shall not be deemed or treated as a Capital Contribution for any purpose.

(b) If Newco does elect to make available to the Partnership any of the Newco Assets under this Section 4.3 (such assets, the “Newco Available Assets”), in order to avoid disruption to the operations and business of the Partnership, Newco must provide the Partnership with not less than 90 days prior written notice (each, an “Asset Withdrawal Notice”) of Newco’s intention to withdraw any or all of such Newco Available Assets, such Asset Withdrawal Notice to include a reasonably detailed description of the specific Newco Available Assets to be withdrawn and the date or dates as of which such withdrawal is to occur.

ARTICLE V. BOARD OF DIRECTORS; OFFICERS; MEETINGS

Section 5.1. Establishment and Function of Board of Directors.

(a) A board of directors shall be established for the Partnership as provided in this Section 5.1 and Section 5.2 (the “Board of Directors”). The purpose and function of the Board of Directors shall be to consider and take action on those matters which are expressly required to be presented to the Board of Directors pursuant to this Agreement or for which approval by the Board of Directors is expressly required under the terms of this Agreement (including those matters specified in Sections 3.2, 3.4 and 3.5).

(b) In exercising its powers, the Board of Directors shall act through resolutions adopted at meetings or by written consents of Directors (as hereinafter defined) pursuant to Sections 5.3 and 5.5 hereof. Neither the Board of Directors, nor any Director, shall have the right, power, or authority to act for or on behalf of the Partnership, to do or perform any act that would be binding on the Partnership, or to incur any expenditures on behalf of the Partnership.

(c) Each Director shall be fully protected in reasonably relying in good faith upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by the General Partner or any of the officers or employees of the Partnership, or by any other Person as to matters the Director reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the General Partner or the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Partnership or any other facts pertinent to the existence and amount of assets from which distributions to Partners might properly be paid.

(d) The Directors shall not be entitled to receive any fees for their service as such. The out-of-pocket expenses incurred by a Director in attending and participating in meetings of the Board of Directors shall be reimbursed by the Person having the authority to designate such Director.

Section 5.2. Appointment of Directors and Ratification of Acts of Directors.

(a) The Board of Directors shall consist of seven members (each, a “Director”). Only individuals shall be qualified to act as Directors.

(b) Without the need for any meeting or resolution of the Partners, three Directors shall be designated in writing by a majority of the Class A Partners (the “Class A Directors”) and four Directors shall be designated in writing by the General Partner (the “GP Directors”).

(c) The appointment of the Initial Directors (as hereinafter defined) shall be effective as of the first business day after the date that an amended Certificate is filed in respect of the Partnership reflecting the amendments to the Initial Agreement pursuant to this Agreement. The initial directors of the Partnership shall be as follows: (i) Larry I. Bell, a Class A Director; (ii) Robert G. Elton, a Class A Director; (iii) Raymond A. Aldeguer, a Class A Director; (iv) Mary A. Tolan, a GP Director; (v) William F. Morris, a GP Director; (vi) David Harrison, a GP Director; and (vii) John Icke, a GP Director (collectively, the "Initial Directors"). Each of the Directors shall serve until the designation of his or her successor in the manner provided in this Section 5.2 or his or her earlier death, resignation or removal from office.

(d) Each Director (whether an initial or a successor Director) shall cease to be a Director upon the earliest to occur of the following events: (i) such Director shall be removed by the Person(s) having the authority to designate such individual as a Director, which power of removal may be exercised at any time with or without cause; (ii) such Director shall be removed pursuant to Section 5.2(e); (iii) such Director shall resign as a Director, by giving notice of such resignation to the General Partner; or (iv) such Director shall die.

(e) At any time on or after the MSA Termination Date, the General Partner may remove any or all of the Class A Directors from the Board of Directors by providing written notice of such removal to the Class A Directors to be removed. Upon the removal of any of the Class A Directors from the Board of Directors pursuant to this Section 5.2(e), the total number of members of the Board of Directors and the number of Class A Directors that may be designated by the Class A Partners pursuant to Section 5.2(b) shall be deemed to have been appropriately reduced by the number of Class A Directors thereby removed.

(f) Subject to Section 5.2(e), any vacancy in any Class A Director position occurring as a result of a Director ceasing to be a Director pursuant to Section 5.2(d) shall be filled by that individual so designated in writing by the Class A Partners. Any vacancy in any GP Director position occurring as a result of a Director ceasing to be a Director pursuant to Section 5.2(d) shall be filled by that individual so designated in writing by the General Partner.

Section 5.3. *Meetings of Board of Directors.* In addition to the provisions set forth in Section 5.5, meetings of the Board of Directors shall be held and conducted as provided in this Section 5.3.

(a) Regular meetings of the Board of Directors may be held on such dates and at such times as shall be determined by the Board of Directors. No notices of such regular meetings need be given. Representatives of the General Partner shall be entitled to attend all meetings of the Board of Directors.

(b) If the General Partner desires on behalf of the Partnership to take any action that requires approval of the Board of Directors or otherwise desires to convene a special meeting of the Board of Directors, the General Partner may call such a special meeting of the Board of Directors. Any such meeting shall be held on such date and at such time as the General Partner shall specify in the written notice of the meeting, which shall be delivered to each Director at least 24 hours prior to such meeting. Such notice shall describe generally the purpose or purposes of the special meeting.

(c) Not less than five Directors, acting together, may also call a special meeting of the Board of Directors for any purpose or purposes they shall deem appropriate. Any such meeting shall be held on such date and at such time as the Directors calling such meeting shall specify in the written notice of the meeting, which shall be delivered to each Director at least 24 hours prior to such meeting. Such notice shall describe generally the purpose or purposes of the special meeting.

(d) A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. For all purposes of this Agreement, the act of a majority of the Directors who are present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.4. *Officers.*

(a) Subject to Section 5.4(b), the General Partner may appoint officers of the Partnership from time to time. Any officers of the Partnership shall have such authority and perform such duties as the General Partner may delegate to them. The General Partner may assign titles to particular officers. John Icke is hereby appointed by the General Partner to serve as the initial President, and David Harrison is hereby appointed by the General Partner to serve as the initial Vice Chairman, of the Partnership. The General Partner shall consult with Newco in connection with the appointment of an individual to serve as the third most senior officer of the Partnership. Such officer, together with the President and the Vice Chairman of the Partnership, are herein collectively called the "Senior Officers". Unless the General Partner decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Canada Business Corporations Act, the assignment of such title shall constitute the assignment to such officer of the duties that are normally associated with such office, subject to any specific assignment of duties to such officer by the General Partner. Each officer shall hold office until his successor shall be duly appointed by the General Partner or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Partnership shall be fixed by the General Partner.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the General Partner. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the General Partner whenever in its judgment the best interests of the Partnership will be served thereby, and any vacancy occurring in any office of the Partnership may be filled by the General Partner. Notwithstanding the foregoing, during the Transition Period the General Partner shall consult with Newco prior to the removal of any Senior Officer and/or the appointment of any successor Senior Officer.

Section 5.5. *Provisions Applicable to Meetings of Directors and Partners.*

(a) Attendance of a Person at any meeting of Directors or Partners shall constitute a waiver of notice of such meeting, except where such Person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(b) A Person may vote at such meeting by a written proxy executed by that Person and delivered to the General Partner; *provided, however*, that in the case of a meeting of Directors, the only Person to whom a Director may grant a written proxy is another Director. A proxy shall be revocable unless it is stated to be irrevocable.

(c) Any action required or permitted to be taken at such a meeting may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, are signed by (i) in the case of the Board of Directors, a majority of Directors then serving, or (ii) in the case of the Partners or any class thereof, Partners having not fewer than the minimum aggregate ownership interest, Units or votes that would be necessary to take the action at a meeting at which all Partners entitled to vote on the action were present and voted. If any action is taken pursuant to this Section 5.5 by the Directors or the Partners, as applicable, or any of them, written notice of such action shall be given to all other Directors or Partners, as applicable, who would have been entitled to vote at a meeting within 10 days of such action by written consent.

(d) Directors or Partners, as applicable, may participate in and hold meetings by means of conference telephone, video conference, or similar communications equipment. If any such Person elects to so participate, the General Partner shall ensure that arrangements are made so that all Persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at such meeting (even if the meeting is not otherwise designated as a telephonic, video conference or similar meeting), except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI. CAPITAL CONTRIBUTIONS

Section 6.1. *Capital Accounts.* The General Partner will establish and maintain a capital account on the books of the Partnership for each of the Partners (each, a “Capital Account”). Such Capital Accounts will, except as otherwise specifically provided in this Agreement, be maintained in accordance with GAAP. In the event a Partner Transfers all or any part of such Partner’s interest in the Partnership, the transferee shall succeed to the Capital Account of such Partner to the extent that such Capital Account relates to the transferred interest in the Partnership.

Section 6.2. *Capital Contributions of the General Partner.* From time to time, the General Partner shall:

(a) provide, or cause to be provided, to the Partnership its initial and ongoing capital requirements in order for it to commence operations and carry on its business and comply with its obligations under Section 3.2 of the Marketing Alliance Agreement;

(b) cause Accenture and/or its Affiliates to transfer to, or otherwise make available for use by, the Partnership and/or the General Partner the compliment of executive and mid-level management personnel and technical support personnel as are reasonably required to enable the Partnership to satisfy its obligations under the Master Services Agreement, the Marketing Alliance Agreement and the applicable Business Plan in effect at such time;

(c) cause Accenture and/or its Affiliates to transfer to, or otherwise make available for use by, the Partnership and/or the General Partner such intellectual property rights and know-how owned or held by Accenture and/or its Affiliates (including developmental and operational methodologies) as are reasonably required to enable the Partnership to satisfy its obligations under the Master Services Agreement, the Marketing Alliance Agreement and the applicable Business Plan in effect at such time; and

(d) cause Accenture and/or its Affiliates to transfer to, or otherwise make available for use by, the Partnership and/or the General Partner such other assets as are reasonably required by the Partnership to satisfy its obligations under the Master Services Agreement, the Marketing Alliance Agreement and the applicable Business Plan in effect at such time.

Section 6.3. *Capital Contribution of Newco.*

(a) Newco hereby subscribes for and agrees to purchase 100 Class A Units at a purchase price of [Redacted] per Class A Unit.

(b) Upon the General Partner's receipt of an Asset Withdrawal Notice under Section 4.3 of this Agreement, the General Partner may issue a written capital call (each, a "Capital Call") to Newco demanding that Newco contribute to the capital of the Partnership an amount in cash equal to all costs and expenses reasonably expected by the General Partner to be incurred by the Partnership to replace those assets listed in such Asset Withdrawal Notice that the General Partner, in its sole and absolute discretion, determines should be replaced, and setting forth such amount and reasonable supporting detail therefor. Upon Newco's receipt of a Capital Call, Newco shall have an irrevocable and unconditional obligation to effect the Capital Contribution specified therein to the Partnership within 30 days. To the extent that Newco fails to effect such Capital Contribution within that period, Newco shall be in material breach of this Agreement and the provisions of Section 18.15 hereof shall be applicable.

Section 6.4. *Issuance of Initial Units.* Upon the latter to occur of (i) the execution and delivery of this Agreement, (ii) the filing of an amendment to the Certificate with the Office of the Registrar of Companies for the Province of British Columbia reflecting certain amendments to the Initial Agreement effected by this Agreement, and (iii) the making by Newco of the Capital Contribution referred to in Section 6.3(a), Newco shall hold the number and class of Units specified on Exhibit B attached hereto.

Section 6.5. *Admission of Newco and Withdrawal of Accenture.* Upon the execution and delivery of the Initial Agreement, Servco was admitted to the Partnership as the General Partner thereof. Upon the latter to occur of (i) the execution and delivery of this Agreement, (ii) the filing of an amendment to the Certificate with the Office of the Registrar of Companies for the Province of British Columbia reflecting certain amendments to the Initial Agreement effected by this Agreement, and (iii) the making by Newco of the Capital Contribution referred to in Section 6.3(a), Newco shall be admitted to the Partnership as a Limited Partner thereof. Immediately after the admission of Newco as a Limited Partner of the Partnership, Accenture shall withdraw as a Limited Partner of the Partnership. Upon the withdrawal of Accenture as a Limited Partner of the Partnership pursuant hereto, (i) the Partnership shall return to Accenture its Capital Contribution to the Partnership in the amount of \$1.00, (ii) the one partnership Unit

held by Accenture shall be cancelled and (iii) the Certificate shall be amended to reflect the withdrawal of Accenture as a Limited Partner of the Partnership and the return of its Capital Contribution. Servco and Newco each hereby consent to the withdrawal of Accenture as a Limited Partner of the Partnership and the return to Accenture of its Capital Contribution pursuant hereto.

Section 6.6. *Cancellation of Units of Servco.* The 99 partnership units held by Servco are hereby cancelled; *provided, however,* that the \$99.00 contributed by Servco to the Partnership in consideration of such units shall remain a Capital Contribution by Servco in its capacity as General Partner of the Partnership.

Section 6.7. *Additional Capital Contributions; Admission of Additional Limited Partners; Issuance of Additional Units and Other Securities.*

(a) Subject to Sections 3.2 and 3.3, the General Partner is authorized to cause the Partnership from time to time to issue Units of any class (in addition to the Units and other partnership interests issued pursuant to the Initial Agreement and this Agreement) to Partners or any other Persons. There shall be no limit on the number of Units that may be so issued. Subject to Sections 3.2 and 3.3, the General Partner shall have full and exclusive authority to approve the consideration for, and the terms and conditions of, any issuance of additional Units.

(b) Subject to Sections 3.2 and 3.3, the General Partner may also cause the Partnership to issue any other type of security of the Partnership from time to time to the Partners or any other Persons on terms and conditions established by the General Partner in its sole discretion, including nonconvertible debt obligations of the Partnership, debt obligations of the Partnership convertible into partnership interests of any class or series, options, rights, or warrants to purchase any such interests or any combination of the foregoing.

Section 6.8. *Negative Balance of Capital Account.* The interest of a Partner in the Partnership will not terminate as a result of a negative balance in such Partner's Capital Account.

Section 6.9. *Return of Capital.* No Limited Partner shall have the right to demand or receive the return of such Limited Partner's Capital Contributions to the Partnership, whether or not such withdrawal is permitted hereunder or in breach hereof; *provided, however,* that Accenture shall be permitted to receive the return of its Capital Contribution upon its withdrawal as a Limited Partner of the Partnership pursuant to Section 6.6.

Section 6.10. *Interest on Capital Contributions.* No Partner shall receive any interest on such Partner's Capital Contributions or such Partner's Capital Account, notwithstanding any disproportion therein as between the Partners.

Section 6.11. *Certificates.*

(a) Every record holder of Units of any class or series shall be entitled to have a certificate or certificates evidencing the Units owned by such record holder. Certificates evidencing Units shall be in such form as shall approved by the General Partner, and may bear the seal of the Partnership or a facsimile thereof. Certificates shall be consecutively numbered and shall state the following upon the face thereof: (i) that the Partnership is a limited partnership formed under the Act, (ii) that the certificates evidence Units (including, if applicable, Units of a

specified class or series), and (iii) the name of the record holder in whose name the Units are registered.

(b) Certificates evidencing Units shall be signed on behalf of the Partnership by the President or any other officer of the Partnership. The signatures of the aforementioned officers upon a certificate may be facsimiles. In case any officer who has signed a certificate shall cease to be such officer before such certificate is issued, such certificate may nonetheless be issued by the Partnership with the same effect as if such officer continued to serve in such capacity at the date of issuance.

(c) All certificates evidencing Units shall have affixed thereto a legend substantially in the following form:

THE UNITS EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF CANADA OR ANY APPLICABLE PROVINCE THEREOF AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, EXCHANGED, MORTGAGED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER SAID SECURITIES LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER SAID SECURITIES LAWS IS AVAILABLE. THE UNITS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE LIMITED PARTNERSHIP AGREEMENT OF THE PARTNERSHIP, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. A COPY OF SUCH LIMITED PARTNERSHIP AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THE UNITS EVIDENCED BY THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE PARTNERSHIP AT ITS PRINCIPAL OFFICE OR REGISTERED OFFICE.

In addition, in the event that there is outstanding more than one class or series of Units, certificates evidencing Units shall have affixed thereto a legend substantially in the following form:

A FULL STATEMENT OF THE RELATIVE RIGHTS, POWERS, PREFERENCES, LIMITATIONS AND RESTRICTIONS OF EACH CLASS OR SERIES OF UNITS ARE SET FORTH IN THE LIMITED PARTNERSHIP AGREEMENT OF THE PARTNERSHIP, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

(d) The Partnership may issue a new certificate in place of any certificate evidencing Units alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming the certificate to be lost, stolen or destroyed. When

authorizing the issuance of a new certificate or certificates, the Partnership may, in its discretion and as a condition precedent to the issuance thereof, require that the owner of such lost, stolen or destroyed certificate or certificates, or its legal representative, give the Partnership a bond sufficient to indemnify the Partnership against any claim that may be made against the Partnership on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 6.12. *Register.* The Partnership shall maintain at its principal office a register (the “Register”) of all Units issued by the Partnership and their transfer and exchange. The Register shall set forth (i) the names and addresses of each record holder of Units of any class or series issued by the Partnership, (ii) the number of Units of each class or series owned by each such record holder, (iii) the numbers of the certificates evidencing such Units, (iv) the date of issue of the certificates evidencing such Units and (v) whether or not certificates evidencing such Units originated upon original issuance or transfer.

Section 6.13. *Record Holders.* Except as otherwise required by law, the Partnership shall be entitled to recognize the exclusive right of the record holder of Units to receive distributions in respect of such Units and to vote as the owner of such Units, and shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other Person, whether or not the Partnership shall have notice thereof.

ARTICLE VII.

ACCOUNTING; BOOKS AND RECORDS; TAX MATTERS

Section 7.1. *Bank Accounts.* The General Partner shall, at the expense of the Partnership, deposit all funds collected by it relating to the Partnership, including but not limited to Capital Contributions, into an account or accounts in the name of the Partnership, as determined by the General Partner. Withdrawals from said accounts shall be made by signatures only of such Persons as designated by the General Partner.

Section 7.2. *Access to Books and Records.* The Partners acknowledge and agree that because Newco is a wholly-owned subsidiary of BCH and because BCH is expected to be, certainly in the near term, the most significant client of ABS Partnership, potential conflicts of interest may arise in circumstances where Newco’s access to certain information of the Partnership could have an adverse effect on bona fide commercial interests of the Partnership and its other Partners. Therefore, notwithstanding anything to the contrary in this Agreement or in the Act, so long as Newco is a Limited Partner of the Partnership, Newco shall, at its expense, have access to the books and records of the Partnership, excluding, however, any information that the General Partner deems, in its reasonable discretion, confidential or sensitive to the competitive or other commercial interests of the Partnership, including any information concerning the Partnership’s accounting policies, expenditures, margins, pricing, net income and other information (financial or otherwise) to the extent that such other information relates to any relationship between the Partnership and any client or customer thereof. In exercising its rights under this Section 7.2, Newco shall not unreasonably interfere with or disrupt the Partnership’s business. References in this Section 7.2 to Newco shall also be deemed to refer to and include the respective agents and representatives of Newco, as well as the Class A Directors. Newco hereby waives and relinquishes all rights and privileges it may have under the Act, including its rights under Sections 58(1)(a) and (b) of the Act, to the extent such rights or privileges are

inconsistent with the provisions of this Section 7.2 and Newco agrees to be bound by this Section 7.2 in lieu thereof.

Section 7.3. *Books of Account.* The General Partner shall keep or cause to be kept complete and appropriate records and books of account in which shall be entered all such transactions and other matters relative to the Partnership's operations, business and affairs as are usually entered into records and books of account maintained by Persons engaged in businesses of like character or which are required by the Act. Such books and records shall be maintained in accordance with GAAP.

Section 7.4. *Auditors.* KPMG shall serve as the initial Auditors of the Partnership.

Section 7.5. *Monthly Reports.* Within 30 days after the end of each month during the Transition Period, the Partnership shall cause to be prepared and furnished to Newco a report containing such information as is agreed upon between Newco and the General Partner, including information relating to the operations of the Partnership during such month.

Section 7.6. *Tax Elections.* Except as otherwise provided herein, the General Partner shall, in its sole and absolute discretion, determine whether to make or revoke any election or filing that may be made under the Tax Act or any other taxation or fiscal legislation of any jurisdiction applicable to the Partnership or the Partners.

Section 7.7. *Income Tax Information.* Within 180 days after the end of each Fiscal Year, the General Partner will forward to each Person included on the Register at any time during such Fiscal Year (i) information concerning the amount of Taxable Income or Tax Loss and credits and charges to the Capital Accounts allocated to such Person in respect of such Fiscal Year and (ii) such other information as is necessary to enable such Person to file returns with respect to such Person's income or loss from the Partnership in respect of such Fiscal Year.

ARTICLE VIII. ALLOCATIONS

Section 8.1. *Allocation of Net Income and Net Loss.* Net Income (and items thereof) of the Partnership for any Fiscal Year shall be allocated, for Capital Account purposes and for tax purposes, first to Newco to the extent that a Class A Distribution Amount in respect of such Fiscal Year is paid or payable. Any remaining Net Income (and items thereof) after payment or allocation of the Class A Distribution Amount and all Net Loss (and items thereof) of the Partnership for any Fiscal Year shall be allocated, for Capital Account purposes and for tax purposes, to the General Partner.

Section 8.2. *Determination of Taxable Income and Tax Loss.* For the purpose of determining Taxable Income and Tax Loss of the Partnership in respect of any Fiscal Year, the General Partner will make, in its sole discretion, all determinations of income and expenses, provided that such determinations shall be in accordance with applicable Canadian income tax legislation.

Section 8.3. *Allocation of Taxable Income and Tax Loss.* Taxable Income and Tax Loss (and items thereof) of the Partnership for any Fiscal Year shall be allocated among the

Partners in the same manner as Net Income and Net Loss of the Partnership are allocated pursuant to Section 8.1.

ARTICLE IX. DISTRIBUTIONS

Section 9.1. Distributions to Class A Partners.

(a) **[Redacted]** each Fiscal Year of the Partnership, **[Redacted]**, the General Partner shall cause the Partnership to distribute to the Class A Partners, **[Redacted]**, an amount (the “Class A Distribution Amount”) **[Redacted]**:

(i) **[Redacted]**

(ii) **[Redacted]**

(b) **[Redacted]**

(c) **[Redacted]**

(d) Not later than April 30 of each year, commencing in 2004, the Partnership shall provide to each of the Class A Partners a written statement setting forth the calculation of the **[Redacted]** the Partnership’s Adjusted Net Income, if any, **[Redacted]** and any Class A Distribution Amount, in each case attributable to the immediately preceding Fiscal Year. Each such written statement shall be submitted to and approved by the Board of Directors of the Partnership and, if requested by any Class A Director, shall be subject to the Auditors performing agreed upon procedures under generally accepted auditing standards. Newco shall reimburse the Partnership for the cost of having the Auditors perform such procedures.

(e) To the extent that the Partnership’s Adjusted Net Income in any Fiscal Year is affected by any related-party charges between the Partnership, Servco and/or any of their Affiliates, such charges will be accounted for in a manner consistent with the worldwide practices of the consolidated group of Accenture-affiliated companies, in general conformity with the statutory practices of Accenture’s other Affiliates in Canada, and in conformity with applicable tax laws and regulations.

Section 9.2. Distributions to General Partner. So long as the General Partner is in compliance with Section 9.1 and has either paid or made adequate provision for the payment of distributions to be made thereunder in respect of the immediately preceding Fiscal Year, and regardless of the existence of any Accumulated Shortfall Amount, the General Partner may from time to time cause the Partnership to make such distributions to the General Partner as the General Partner may determine in its sole discretion, it being understood that the amount of such distributions need not be limited to the current or accumulated income or gains of the Partnership.

Section 9.3. Distributions on Liquidation. In the event of liquidation of the Partnership, net Partnership assets after satisfaction of liabilities and obligations of the Partnership shall be distributed (a) first, to the Class A Limited Partners, until the Class A

Limited Partners have received an amount equal to (i) the Class A Distribution Amount, if any, attributable to the period from the commencement of the most recent calendar year to the date of the Partnership's liquidation, plus (ii) the then undistributed Accumulated Shortfall Amount, if any, such amount to be divided ratably in proportion to the number of Units held by each of them, (b) second, to the Limited Partners, to be divided ratably in proportion to the number of Units held by each of them, until each of the Limited Partners has received an amount equal to its positive Capital Account balance, and (c) thereafter, to the General Partner. For the avoidance of doubt, upon any liquidation of the Partnership, the calculations, distributions and other matters prescribed in Section 9.1 with respect to a calendar year shall be performed with respect to the period commencing on the immediately preceding January 1 and ending on the date of the Partnership's liquidation.

ARTICLE X. INDEMNIFICATION

Section 10.1. *Indemnification by the Partnership.*

(a) To the fullest extent permitted by law, (i) the General Partner, (ii) Affiliates of the General Partner and officers, directors, stockholders, members, managers, general partners and employees of the General Partner or its Affiliates who perform or are alleged to perform any duties, responsibilities or functions for or on behalf of the Partnership or the General Partner, and (iii) all members of the Board of Directors (each of the foregoing, individually, an "Indemnitee"), shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities (whether joint or several), expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings (whether civil, criminal, administrative, investigative or otherwise), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, by reason of its status specified in clause (i), (ii), or (iii) above, if the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Partnership, and, with respect to any criminal proceeding, had no reasonable cause to believe that its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee failed to meet the standards for indemnification set forth in the immediately preceding sentence.

(b) To the fullest extent permitted by law, expenses incurred by an Indemnitee in connection with any claim, demand, action, suit or proceeding subject to this Section 10.1 shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Partnership of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized in this Section 10.1.

(c) The indemnification provided by this Section 10.1 shall be in addition to any other rights to indemnification or contribution to which those indemnified may be entitled from the Partnership pursuant to any approval by the General Partner or as a matter of law, both as to (i) an action in a capacity described in clause (i), (ii), or (iii) of paragraph (a) above and (ii) an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity (but only as to actions or omissions by such Indemnitee prior to such Indemnitee

ceasing to serve in such capacity) and shall inure to the benefit of the heirs, successors, assigns and administrators of each Indemnitee. The Partnership may indemnify an Indemnitee against, or make contribution in respect of, losses, claims, damages, liabilities (whether joint or several), expenses (including legal fees and expenses), judgments, fines, settlements and other amounts incurred by an Indemnitee on a basis other than that described in this Section 10.1 if such indemnification or contribution is approved by the General Partner and a majority of the members of the Board of Directors.

(d) The Partnership may purchase and maintain insurance on behalf of the General Partner, and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. Any indemnification under this Section 10.1 shall first be satisfied out of insurance proceeds to the extent such proceeds have been received by the Partnership. In the event that any assets of the Partnership are used to satisfy any indemnification obligation hereunder and insurance proceeds are subsequently received in respect of the losses, claims, damages, liabilities or expenses in respect of which indemnification has been provided, such proceeds shall be used to repay the Partnership for the amounts used by it to satisfy such indemnification obligation.

(e) Any indemnification hereunder shall be satisfied solely out of the assets of the Partnership. In no event may an Indemnitee subject any of the Partners to personal liability by reason of the indemnification provisions in this Section 10.1.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 10.1 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement, *provided* that such indemnification shall only extend to such Indemnitee's activities with respect to or on behalf of the Partnership, and not to such Indemnitee's other interest in the transaction.

(g) The indemnification provided in this Section 10.1 is for the benefit of the Indemnites (and their respective heirs, successors, assigns and administrators) and shall not be deemed to create any right to indemnification for any other Persons.

Section 10.2. *Indemnification by Limited Partners.* Each Limited Partner shall indemnify and hold the Partnership and the General Partner harmless from and against any and all losses, claims, damages, liabilities (whether joint or several), expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings (whether civil, criminal, administrative, investigative or otherwise), in which the Partnership or the General Partner may be involved, or threatened to be involved, as a party or otherwise, by reason of any breach of this Agreement by such Limited Partner.

ARTICLE XI. TRANSFERS AND WITHDRAWALS

Section 11.1. *Transfer.* Except as provided in this Article XI, no partnership interest in the Partnership shall be Transferred, in whole or in part, without the prior written consent of each of the Partners, which consent may be withheld by each of them in their sole and absolute discretion. Any attempted Transfer in violation of this Article XI shall be void ab initio.

Section 11.2. *Limited Partner Transfers.*

(a) Except as provided in Sections 11.2(b) and (c), no Limited Partner shall Transfer all or any portion of its partnership interest in the Partnership without the prior written consent of the General Partner, which consent may be withheld by the General Partner in its sole and absolute discretion.

(b) Newco may Transfer its partnership interest (in whole, but not in part) to (i) an Affiliate of Newco that is wholly-owned (directly or indirectly) by BCH and that expressly assumes all of Newco's obligations and responsibilities hereunder, or (ii) a successor to Newco resulting from a substantial reorganization and/or privatization of BCH and its Affiliates, which successor expressly assumes all of Newco's obligations and responsibilities hereunder; *provided, however*, that in the case of any Transfer under clause (i) or (ii), Newco shall, as a precondition to such Transfer, provide the General Partner with written evidence reasonably satisfactory to the General Partner that the BCH guarantee set forth in Section 16.13 shall remain in full force and effect after the effectiveness of such Transfer, and in the case of any Transfer under clause (ii), Newco shall be solely responsible for any costs incurred by the Partnership or its other Partners arising out of such reorganization and/or privatization and the related Transfer. Newco shall notify the General Partner in writing not less than 30 days prior to the anticipated effective date of any Transfer to be effected pursuant to clause (i) or (ii) above and shall provide the General Partner with all documentation reasonably requested thereby concerning Newco's and the proposed Transfer's compliance with this Section 11.2(b). Notwithstanding any Transfer under this Section 11.2(b), Newco shall remain fully liable and responsible for the performance of all of its obligations under this Agreement and BCH shall remain fully liable and responsible for the performance of all its obligations under the BCH guarantee set forth in Section 16.13. Any transaction that results in BCH or any of its Affiliates ceasing, directly or indirectly, to control Newco (e.g., through a sale or other disposition of all of the equity interests of Newco to an unrelated third party) shall be deemed to involve a Transfer of Newco's interest in the Partnership, and thus shall be subject to the provisions of this Article XI and this Section 11.2(b). For purposes of this Section 11.2(b), "control" shall mean the power to direct the management and policies of Newco, directly or indirectly, whether through the ownership of voting securities of Newco, by contract or otherwise.

(c) If a Limited Partner is adjudicated insolvent or bankrupt or if there occurs any other event that could reasonably be expected to result in an involuntary Transfer of all or a portion of the partnership interest of such Limited Partner, the Partnership (or its assignee) shall have the right (but not the obligation), in its sole and absolute discretion, to purchase from such Limited Partner (or its successors or assigns) the portion of such partnership interest that is the subject of the involuntary Transfer. The Partnership (or its assignee) may exercise its right of purchase under this Section 11.2(c) at any time prior to the expiration of 180 days after it is

notified in writing of the involuntary Transfer. The Partnership (or its assignee) will exercise its right, if at all, by informing the Limited Partner (or its successor or assigns) in writing of the Partnership's (or its assignee's) intention to do so, in a notice that specifies a closing date that is no more than 60 days after the date of such notice. The applicable portion of the partnership interest of the Limited Partner will be purchased at the Partnership's (or its assignee's) principal executive offices on that date. The Partnership (or its assignee) will pay in cash, upon purchase, a purchase price equal to the fair market value of the applicable partnership interest (as determined by the General Partner in its sole discretion).

Section 11.3. *Substitute Limited Partner.* The transferee of a partnership interest permitted pursuant to Section 11.2 shall be admitted to the Partnership as a Limited Partner upon the execution by the transferee and the General Partner of an agreement (a "Joinder Agreement"), in the form attached as Exhibit C hereto, pursuant to which (i) the transferee agrees to be bound by all of the provisions of this Agreement, (ii) the transferee makes certain representations and warranties to the Partnership, the General Partner and the Limited Partners and (iii) the transferee is admitted as a Limited Partner of the Partnership.

Section 11.4. *Buy-Sell Rights Applicable to Newco.*

(a) At any time on or after the MSA Termination Date, Newco shall have the right, in its sole and absolute discretion, to sell its partnership interest in the Partnership (in whole, but not in part) to the Partnership for cash in the amount equal to the sum of the balance of the Capital Account of Newco plus any then undistributed Accumulated Shortfall Amount (the "Put Right"). Newco may exercise the Put Right by providing written notice to the Partnership of its intent to so exercise the Put Right under this Section 11.4(a) and to sell its partnership interest in the Partnership to the Partnership (the "Put Notice").

(b) At any time on or after the MSA Termination Date, the Partnership shall have the right, in its sole and absolute discretion, to purchase from Newco its partnership interest in the Partnership (in whole, but not in part) for cash in the amount equal to the sum of the balance of the Capital Account of Newco plus any then undistributed Accumulated Shortfall Amount (the "Call Right"). The Partnership may exercise the Call Right by providing written notice to Newco of the Partnership's intent to so exercise the Call Right under this Section 11.4(b) and to purchase from Newco its partnership interest in the Partnership (the "Call Notice").

(c) Any Transfer of the partnership interest of Newco pursuant to this Section 11.4 shall be consummated without any representations or warranties from the Partnership or Newco, and at a time and place mutually agreed upon between Newco and the Partnership, *provided* that the sale shall be consummated no more than 30 days after the date of the Put Notice or the Call Notice, as applicable. Upon consummation of any Transfer of the partnership interest of Newco pursuant to this Section 11.4, the obligations of BCH under Section 18.13 of this Agreement shall thereupon be automatically released and discharged as to any claims that thereafter may be made or asserted under said Section 18.13.

(d) Immediately prior to the Transfer of the partnership interest of Newco pursuant to this Section 11.4, the General Partner shall, if necessary, take appropriate action to admit an additional Person as a Limited Partner of the Partnership in order to prevent the premature dissolution of the Partnership and the winding up of its affairs.

Section 11.5. *General Partner Transfers.*

(a) The General Partner may Transfer all or any portion of its partnership interest in the Partnership to Accenture or any Affiliate thereof that expressly assumes all of the General Partner's obligations and responsibilities hereunder; *provided, however*, that the General Partner shall, as a precondition to such Transfer, provide Newco with written evidence reasonably satisfactory to it that (i) the Accenture Guarantee shall remain in full force and effect after the effectiveness of such Transfer (unless such Transfer is to Accenture), and (ii) such Transfer will not adversely affect in any material respect (A) the ability of the Partnership to provide the MSA Services to BCH under the Master Services Agreement and (B) the treatment of the MSA Services and the Partnership and its Partners, for British Columbia provincial sales tax purposes, [Redacted]. The General Partner shall notify Newco in writing not less than 30 days prior to the anticipated effective date of any Transfer to be effected pursuant to this Section 11.5(a) and shall provide Newco with all documentation reasonably requested thereby concerning the General Partner's and the proposed Transfer's compliance with this Section 11.5(a). Any transaction that results in Accenture or any of its Affiliates ceasing, directly or indirectly, to control the General Partner (e.g., through a sale or other disposition of all of the equity interests of the General Partner to an unrelated third party) shall be deemed to involve a Transfer of the General Partner's interest in the Partnership, and thus shall be subject to the provisions of this Article XI and this Section 11.5(a). For purposes of this Section 11.5(a), "control" shall mean the power to direct the management and policies of the General Partner, directly or indirectly, whether through the ownership of voting securities of the General Partner, by contract or otherwise.

(b) The General Partner may Transfer all or any portion of its partnership interest in the Partnership to any Person (including any bank or other financial institution) by means of a pledge, grant of security interest or other encumbrance with respect to its partnership interest in the Partnership in connection with an Ordinary Course Financing of the Partnership, the General Partner or Accenture.

(c) Notwithstanding any Transfer under this Section 11.5, the Person effecting such Transfer as General Partner shall remain fully liable and responsible for the performance of all of its obligations under this Agreement.

Section 11.6. *Substitute General Partner.* A transferee of a partnership interest of the General Partner which is transferred in accordance with the provisions of this Agreement shall be admitted to the Partnership as a general partner, effective as of the date of such Transfer. A successor to all of the partnership interest of the General Partner shall carry on the business of the Partnership without dissolution.

Section 11.7. *Withdrawal.* Subject to the other provisions of Article XI, no Limited Partner, other than Accenture pursuant to Section 6.5, shall be permitted to withdraw from the Partnership.

ARTICLE XII. DISSOLUTION

Section 12.1. *Dissolution Events.*

(a) Except as set forth in Section 12.1(b), no Partner shall have the right to dissolve the Partnership.

(b) The Partnership shall dissolve, and its affairs shall be wound up, upon the first to occur of the following events:

(i) the written agreement of the General Partner and each of the Limited Partners; *provided, however*, that the Partners may not so agree to dissolve the Partnership prior to the second anniversary of the termination or expiration of the Master Services Agreement without first obtaining the prior written consent of BCH, which consent may be withheld in the sole discretion of BCH;

(ii) the expiration of the term of the Partnership set forth in Section 2.4;

(iii) the entry of an order canceling the Certificate in respect of the Partnership made pursuant to Section 71 of the Act; or

(iv) subject to Section 12.2, the occurrence of an event with respect to the General Partner described in Section 67 of the Act.

Section 12.2. *Election to Continue the Partnership.* Upon the occurrence of an event with respect to the General Partner described in Section 67 of the Act, the General Partner shall, within 30 days thereafter, provide written notice thereof to each of the Partners. Following the occurrence of any such event, the Partnership shall not be dissolved and its business shall be continued with the Partnership's properties and assets, and such properties and assets shall not be liquidated, if, within 90 days after the occurrence of such event, the Limited Partners unanimously agree in writing to continue the Partnership and to elect a Person to be admitted to the Partnership as successor general partner thereof, who shall be required to assume all of the obligations of the General Partner. Upon the satisfaction of all conditions necessary to the continuation of the Partnership, including the admission of a successor general partner thereof and the amendment of the Partnership's Certificate to the extent required by applicable law, the Partnership shall be continued without any further consent or approval of any Partner, in which case the Partnership shall continue to conduct the business of the Partnership with the Partnership's properties and assets in accordance with, and the Partnership and interests of the Partners shall continue to be governed by, the terms and provisions of this Agreement. If the business of the Partnership is continued pursuant to this Section 12.2, the withdrawing General Partner's interest in the Partnership shall thereafter be held as an interest of a Limited Partner, and the interest in the Partnership acquired by the successor general partner shall (if acquired from the Partnership) reduce the interests of all other Partners (including the withdrawing General Partner) ratably in relation to their interest in the Partnership prior to such reduction.

Section 12.3. *Winding Up.*

(a) Upon the occurrence of an event of dissolution described in Section 12.1(b) (and provided that no election to continue the Partnership has been made pursuant to Section 12.2), the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with the winding-up of the Partnership's business and affairs. The General Partner shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and property and the Partnership property shall be liquidated as promptly as is consistent with maximizing the realizable value thereof. In this regard, a reasonable time shall be allowed after an event of dissolution occurs for the orderly winding-up of the business and affairs of the Partnership and the liquidation of its assets in order to minimize any losses otherwise attendant upon such winding-up, and the provisions of this Agreement shall remain in effect between the Partners during the period of winding-up and liquidation. The proceeds realized by the Partnership from the liquidation of its assets shall be applied and distributed in the following order:

- (i) first, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the Partners;
- (ii) second, to the payment and discharge of any debts owed the Partners, including any Partnership Expenses paid by the General Partner on behalf of the Partnership for which the General Partner has not been reimbursed by the Partnership; and
- (iii) the balance, if any, shall, except as specifically provided otherwise in this Article XII, be distributed to the Partners in the order of priority set forth in Section 9.3.

(b) Net Income and Net Loss (and items thereof) and Taxable Income and Tax Loss (and items thereof) of the Partnership resulting from the winding-up of the Partnership's business and affairs and the liquidation of its assets pursuant to Section 12.3(a) shall be allocated among the Partners in the same manner as Net Income and Net Loss of the Partnership are allocated pursuant to Section 8.1.

(c) Notwithstanding the provisions of Section 12.3(a) which require liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Partnership the General Partner determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the General Partner may, in its reasonable discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (including to those Partners as creditors). The General Partner shall use commercially reasonable efforts to make any distributions contemplated by Section 12.3(a) in cash; *provided, however*, that if the General Partner determines in its reasonable discretion that it would be advisable and in the best interests of the Partners to distribute Partnership assets in kind, the General Partner may make distributions in liquidation of the Partnership in kind in lieu of cash in accordance with Section 12.3(a). In such a case, the assets to be distributed in kind shall be deemed to have been sold for

their fair market value and, immediately prior to the distribution, the Net Profit or Loss resulting from such deemed sale shall be allocated to the Capital Account of the General Partner.

Section 12.4. *Rights of Limited Partners.* Except as otherwise provided in this Agreement, the Limited Partners shall look solely to the assets of the Partnership for the return of their Capital Contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

Section 12.5. *Termination of Partnership and Cancellation of Certificate of Limited Partnership.* Upon the completion of the liquidation of the Partnership cash and property as provided in Section 12.3, the Partnership shall be terminated, a certificate of cancellation shall be filed, and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the Province of British Columbia shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6. *Waiver of Partition.* Each Partner hereby waives any right to partition of the Partnership property.

Section 12.7. *Negative Capital Accounts.* No Partner shall be liable to the Partnership or to any other Partner for any negative balance outstanding in such Partner's Capital Account.

ARTICLE XIII. POWER OF ATTORNEY

Section 13.1. *Power of Attorney.* Each Limited Partner constitutes and appoints the General Partner, and its authorized partners, directors, managers and officers, and each of them acting singly, in each case with full power of substitution and resubstitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead to execute, swear to, seal, acknowledge, deliver, file and record in the appropriate public offices (a) all certificates, documents and other instruments (including this Agreement and the Certificate and all amendments or restatements thereof) that the General Partner deems appropriate or necessary to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability to the extent provided by applicable law) in British Columbia and in all other jurisdictions in which the Partnership may or plans to conduct business or own property, (b) all instruments that the General Partner deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement that is authorized in accordance with the terms of this Agreement, including the terms requiring any vote, consent, approval or agreement on the part of the Limited Partners as a condition to such amendment, change, modification or restatement, (c) all conveyances and other instruments or documents that the General Partner deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement, including a certificate of cancellation, (d) all instruments relating to the admission, withdrawal, removal or substitution of any Partner, or the Capital Contributions of any Partner, pursuant to the terms of this Agreement, (e) all certificates, documents and other instruments relating to any determination of the rights, preferences and privileges of partnership interests that is authorized in accordance with the terms of this Agreement, including the terms requiring any vote, consent, approval or agreement on the part of the Limited Partners as a condition to such determination, (f) all conveyances and other instruments or documents that the

General Partner deems appropriate or necessary to effectuate a transfer of partnership interests pursuant to the terms of this Agreement, (g) all ballots, consents, proxies, approvals, waivers, certificates and other instruments to evidence or confirm any vote, consent, approval, agreement or other action which may be required by the Partners, under the Act or otherwise, in order to authorize and approve the issuance of any Partnership Securities to any Person, and (h) all ballots, consents, approvals, waivers, certificates and other instruments that the General Partner deems appropriate or necessary to evidence or confirm any vote, consent, approval, agreement or other action which is made or given by the Partners in accordance with the terms of this Agreement.

Section 13.2. *Duration of Power.* The power of attorney granted herein is hereby declared to be irrevocable and a power coupled with an interest in recognition of the fact that each of the Partners will be relying upon the power of the General Partner to act as contemplated by this Agreement in any filing or other action by it on behalf of the Partnership, and such power of attorney shall survive and not be affected by the subsequent incapacity of any Limited Partner and the transfer of all or any portion of any Limited Partner's partnership interest, shall survive the bankruptcy or insolvency of any Limited Partner and shall extend to any Limited Partner's successors, assigns and personal representatives. Each Limited Partner (a) shall be bound by any action taken by the General Partner in accordance with this Agreement, acting in good faith pursuant to such power of attorney, (b) waives any and all defenses which may be available to contest, negate or disaffirm any action of the General Partner which is taken pursuant to the authority expressly granted under such power of attorney and is in accordance with the terms of this Agreement, including the terms requiring any vote, consent, approval or agreement on the part of the Limited Partners as a condition to the taking of any action, and (c) shall execute and deliver to the General Partner, within 30 days after receipt of the General Partner's request therefor, such further designation, powers of attorney and other instruments as the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

ARTICLE XIV. CONFIDENTIALITY

Section 14.1. Confidentiality.

(a) *Confidential Information.* In connection with this Agreement, each of the Parties has disclosed and may continue to disclose to the other Parties information that relates to the disclosing Party's business operations, financial condition, customers, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the Parties, each of the Parties agrees that (i) all information communicated to it by another Party and identified as confidential or proprietary, whether before or after the date hereof, (ii) all information identified as confidential or proprietary to which it has access in connection with performance of its obligations under this Agreement, whether before or after the date hereof, (iii) all information communicated to the receiving Party that reasonably should have been understood by it, because of confidentiality or similar legends, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party, and (iv) the redacted terms and conditions of this Agreement (collectively, the "Confidential Information"), will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Confidential Information also will include the Parties' respective financial

information, information regarding their respective businesses, plans and operations, and software, tools and methodologies owned or licensed by each of them.

(b) *Safeguarding and Permitted Disclosure.* Each Party's Confidential Information will remain the property of that Party and shall not be disclosed, made available, sold, or transferred to any other Person in any manner except as otherwise expressly provided in this Agreement. Each of the Parties shall use at least the same degree of care to safeguard, and to prevent disclosing to third parties, the Confidential Information of the other Parties as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each Party may disclose relevant aspects of any other Party's Confidential Information to (i) its employees, Affiliates, subcontractors, professional advisors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under this Agreement, and (ii) its stockholders (or owners including the Government of British Columbia as owner of BCH) to the extent necessary in connection with routine informational disclosures to such stockholders or owners; *provided, however*, that in each such case such Party uses reasonable efforts to ensure that such employees, Affiliates, subcontractors, professional advisors, agents, stockholders or owners comply with the confidentiality provisions of this Article XIV. Without limiting the generality of the foregoing, BCH may disclose Confidential Information to representatives of the Government of British Columbia, as owner of BCH, who have a need to have knowledge of such Confidential Information and who have been informed by BCH of the need, duty and requirement to maintain the confidentiality of such Confidential Information. Each Party will be responsible for any disclosure of Confidential Information by such Party's employees, Affiliates, subcontractors, professional advisors, agents, stockholders or owners in breach or violation of this Article XII.

(c) *Use of Confidential Information.* No Party shall (i) make any use or copies of the Confidential Information of the other Parties except as contemplated by this Agreement, (ii) acquire any right or interest in or assert any lien against the Confidential Information of the other Parties, or (iii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other Parties. No Party may withhold the Confidential Information of the other Parties or refuse for any reason (including due to any other Party's actual or alleged breach of this Agreement) to promptly return to the other Parties their Confidential Information (other than the redacted terms and conditions of this Agreement), including copies thereof, if requested to do so. Upon expiration or any termination of this Agreement and completion of a Party's obligations under this Agreement, each Party shall (except as otherwise provided in this Agreement) return or destroy, as the owner may direct, all documentation in any medium that contains or refers to each other Party's Confidential Information (other than the redacted terms and conditions of this Agreement), and retain no copies thereof.

(d) *Permitted Disclosures.* This Section 14.1 will not apply to any particular information that any Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; or (v) was independently developed by the receiving Party without use of the

Confidential Information of any disclosing Party. A Party will not be considered to have breached its obligations under this Section 14.1 for disclosing Confidential Information of any other Party (including the portions of this Agreement that constitute Confidential Information) to the extent required to satisfy any legal requirement of a court, tribunal or other competent governmental, administrative or regulatory authority, including any such authority acting under the *Freedom of Information and Protection of Privacy Act* of British Columbia, as amended from time to time (each of the foregoing being hereinafter called an “Authority”), provided that such Party (the “Disclosing Party”):

- (i) promptly upon receiving any such request and within a reasonable time before disclosure notifies the other Parties of the terms and the circumstances of the requested disclosure;
- (ii) consults with the other Parties regarding the nature and scope of such request and the response or other position the Disclosing Party intends to take with respect to such request;
- (iii) does not obstruct or interfere with any other Party’s efforts to object to, enjoin, narrow the scope of or otherwise contest the requested disclosure;
- (iv) furnishes only information that, according to the advice of legal counsel, the Disclosing Party is legally compelled or advised to disclose; and
- (v) makes and reasonably pursues a request, that is reasonable and customary in the circumstances, to the applicable Authority for confidential treatment of the information disclosed to or at the behest of such Authority. For greater certainty, the Parties acknowledge and agree that whether a Disclosing Party’s conduct in a given situation or circumstance constitutes “reasonable pursuit” of confidential treatment, as contemplated in this clause (v), may be influenced by, among other factors, which Party’s Confidential Information is proposed to be disclosed, the nature of the Confidential Information proposed to be disclosed, and which of the Parties has the primary or dominant interest in protecting the Confidential Information from disclosure.

(e) *Regulatory Matters.* Notwithstanding the foregoing, BCH may disclose the Confidential Information of any other Party to the British Columbia Utilities Commission (the “Commission”), provided that BCH:

- (i) notifies the other Parties of such planned disclosure a reasonable time prior to making such disclosure;
- (ii) furnishes only the Confidential Information that, according to the advice of legal counsel, BCH is legally compelled, or is advised by its legal counsel that it ought to disclose, whether for reasons of legal compliance or otherwise, to the Commission, and does so on a confidentiality-requested basis as provided in (iii) below; and
- (iii) makes and reasonably pursues a request, that is reasonable and customary in the circumstances, to the Commission for confidential treatment of the information disclosed to or at the behest of the Commission. BCH’s failure to obtain a

commitment from the Commission regarding such confidential treatment, however, shall not preclude the disclosure of the Confidential Information requested by the Commission.

(f) *No Licenses.* Nothing contained in this Section 14.1 will be construed as obligating a Party to disclose its Confidential Information to the other Parties, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Parties.

(g) *Independent Development.* Nothing contained in this Section 14.1 shall be construed to limit any Party's right to independently develop or acquire products without use of the other Parties' Confidential Information. Each disclosing Party acknowledges that a receiving Party may currently, or in the future, be developing information internally, or receiving information from other Persons, that is similar to the Confidential Information of such disclosing Party. Accordingly, nothing in this Section 14.1 will be construed as a representation or agreement that a receiving Party will not develop or have developed for it products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information of the other Parties, provided that such receiving Party does not violate any of its obligations under this Agreement in connection with such development.

(h) *Sensitive Information Exempt from FOIPPA.* The Parties acknowledge that their respective Confidential Information constitutes commercial and financial information that has been supplied in confidence and the disclosure of which could reasonably be expected to harm significantly the competitive position, and interfere significantly with the commercial interests, of each of the Parties, and further, could reasonably be expected to harm the financial or economic interests of each of the Parties. Accordingly, the Parties confirm their intention that all Confidential Information disclosed to each other shall be deemed to be confidential and exempt from disclosure to third persons in accordance with Section 21 of the *Freedom of Information and Protection of Privacy Act* of British Columbia, as amended from time to time.

Section 14.2. *Unauthorized Acts.* Each Party shall:

(a) notify the other Parties promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the other Parties' Confidential Information by any Person that may become known to such Party;

(b) promptly furnish to the other Parties details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the other Parties in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of their Confidential Information;

(c) use reasonable efforts to cooperate with the other Parties in any litigation and investigation against third parties deemed necessary by the other Parties to protect their proprietary rights; and

(d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information.

The Party whose Confidential Information is the subject of such activity will reimburse any out-of-pocket expenses incurred by the other Parties (excluding any Parties in breach of this Section 14.2) as a result of compliance with this Section 14.2.

ARTICLE XV. DISPUTE RESOLUTION

Section 15.1. Informal Dispute Resolution.

(a) Except as provided in Section 15.3, prior to the initiation of formal dispute resolution procedures, the Partners shall first attempt to resolve any dispute, controversy or claim arising under or in connection with this Agreement (a “Dispute”) informally, as follows:

(i) First, the Executive Liaisons of the Partners shall meet as often and as promptly as the Partners reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute.

(ii) If such Executive Liaisons are unable to resolve the Dispute within 15 days (or such longer period to which the Partners may agree) after the referral of the Dispute to them, the Dispute will be referred to the Executive Steering Committee. The Executive Steering Committee shall use reasonable efforts to resolve such Dispute, including by negotiating a modification or amendment to this Agreement. The Executive Steering Committee shall meet as often and as promptly as the Partners reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute.

(iii) During the course of such discussions, all reasonable requests made by one Partner to another for non-privileged information, reasonably related to the Dispute, will be honored in order that such Partner may be fully apprised of the other Partner’s position. The specific format for such discussions will be decided by mutual agreement of the Partners, but may include the preparation of agreed-upon statements of fact or written statements of position.

(iv) If the Dispute has not been resolved by the Executive Steering Committee within 30 days (or such longer period to which the Partners may agree) after the referral of such Dispute thereto, a Partner may, upon written notice (the “Mediation Notice”) to the other Partner, elect to submit the Dispute to non-binding mediation. Within five business days after the date of the Mediation Notice or the mutual agreement of the Partners not to submit the dispute to non-binding mediation, each Partner shall deliver a written offer to the other Partner setting forth the specific terms and conditions under which each of them would be prepared to finally resolve the subject Dispute. Such offers must expressly provide that they will remain open for acceptance by the other Partner for a period of five business days after the date thereof. If either such offer shall be accepted by the receiving Partner within that period, such offer and acceptance shall constitute a legally binding agreement between the Partners and the subject Dispute shall be resolved in accordance therewith.

(v) If the Dispute has not been resolved by the method prescribed in clause (iv) above, either Partner shall thereafter attempt to promptly agree upon and appoint a sole mediator. If the Partners are unable to agree upon a mediator within 10 days after the effective date of the written notice of mediation, either Partner may request that the American Arbitration Association appoint a mediator. Any mediator so appointed shall be deemed to be accepted by the Partners. The mediation shall be conducted at a time, in a city and a specific location agreed by the Partners with the mediator, or if the Partners cannot agree, as designated by the mediator. The mediation shall be held within 20 days after the mediator is appointed. If any Partner has substantial need for information from another Partner in order to prepare for the mediation, the Partners shall use reasonable efforts to agree on procedures for the formal exchange of information. Each Partner shall be represented in the mediation by at least an individual with authority to settle the Dispute on behalf of that Partner and, if desired by that Partner, by counsel for that Partner. The Partners' representatives in the mediation shall continue with the mediation as long as the mediator reasonably requests, but in no event longer than 30 days from the first day that the Partners meet to commence the mediation. Unless otherwise agreed by the Partners, each Partner shall pay one-half of the mediator's fees and expenses and shall bear all of its own expenses in connection with the mediation. No Partner may employ or use the mediator as a witness, consultant, expert, or counsel regarding the Dispute or any related matters.

(b) Formal proceedings for the resolution of a Dispute may not be commenced until the tenth calendar day following the date that non-binding mediation concluded with respect to such Dispute.

Section 15.2. *Formal Dispute Resolution.* If a Dispute cannot be resolved as provided in Section 15.1, either Partner may proceed in accordance with the procedures set forth in Schedule 15.2.

Section 15.3. *Exceptions to Dispute Resolution Procedure.* Notwithstanding the existence and pendency of any Dispute, the Partners shall continue to fully perform their respective performance, payment and other obligations under this Agreement as if such Dispute did not exist, except as agreed to in writing by the Partners or where restrained or enjoined by a court or other tribunal with appropriate jurisdiction. The provisions of Sections 15.1 and 15.2 will not be construed to prevent a Partner from:

(a) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of this Agreement by any other Partner; or

(b) instituting litigation or other formal proceedings to enforce the Dispute resolution provisions of this Agreement or Schedule 15.2 hereto;

(c) taking any other action to resolve the Dispute, whether or not permitted by or in conflict with this Agreement or Schedule 15.2 hereto, which action is specifically agreed to by the Partners to such Dispute; or

(d) instituting litigation or other formal proceedings to the extent necessary (i) to avoid the expiration of any applicable limitations period or (ii) to preserve a position with respect to other creditors.

Section 15.4. *Confidentiality.* The proceedings of all negotiations, mediations and arbitrations as part of the Dispute resolution process shall at all times be privately conducted. The Partners agree that all information, materials, statements, conduct, communications, negotiations, mediations, arbitrations, offers of settlement, documents, decisions, and awards of any Partner, in whatever form and however disclosed or obtained in connection with that portion of the Dispute resolution process which precedes the commencement of formal legal proceedings in a court or other tribunal: (a) shall at all times be Confidential Information; (b) shall not be offered into evidence, disclosed or used for any purpose other than the Dispute resolution process; and (c) will not constitute an admission or waiver of rights.

ARTICLE XVI. MARKETING ASSISTANCE

Section 16.1. *Newco Marketing Commitments.* For so long as Newco is a Partner of the Partnership, Newco shall take, and shall cause its parent, BCH, to take, the following actions to promote and market the Partnership and the Services:

(a) if Newco and/or BCH becomes aware of prospective clients for the Services, Newco and BCH, as applicable, will use commercially reasonable efforts to refer such prospective clients to the Partnership;

(b) serve as a client reference for the Partnership, Accenture and/or its Affiliates and the Services;

(c) as reasonably requested by the Partnership, Accenture and/or its Affiliates from time to time, host on-site visits by prospective clients of the Partnership, Accenture and/or its Affiliates to demonstrate and showcase the capabilities of the Partnership generally and with respect to its delivery of the Services in particular;

(d) as reasonably requested by the Partnership, Accenture and/or its Affiliates from time to time, use commercially reasonable efforts to make knowledgeable employees available to participate with the Partnership, Accenture and/or its Affiliates in sales calls to prospective clients (it being understood that the Partnership and/or Accenture shall reimburse Newco or BCH, as applicable, for the reasonable out-of-pocket travel expenses incurred by any Newco or BCH employees in making sales calls outside of British Columbia); and

(e) such other actions as the Partnership and Newco shall mutually agree upon.

Section 16.2. [Redacted]

Section 16.3. [Redacted]

ARTICLE XVII.
ASSET STEWARDSHIP MATTERS

Section 17.1. Partnership-Managed Newco Agreements.

(a) Commencing on the Service Commencement Date, if Newco decides to provide the Partnership with access to any Newco Assets, the Partnership will manage, administer and maintain those hardware and software maintenance agreements and other third party agreements necessary to provide services on the Service Commencement Date, which agreements are identified in Schedule 17.1(a), such Schedule to be completed by BCH, Newco and the Partnership not later than five business days prior to the Service Commencement Date (collectively, the “Partnership-Managed Newco Agreements”), and in connection therewith the Partnership shall comply with Schedule 4.2 to the Master Services Agreement. As part of its management responsibilities, the Partnership may renew, modify terminate or cancel or request any waivers or grant any consents or waivers under each such Partnership-Managed Newco Agreement and do such other things and take such other steps as are necessary to perform its obligations under the Master Services Agreement. In addition, the Partnership shall be financially responsible after the Service Commencement Date for such Partnership-Managed Newco Agreements, including the payment of all invoices in respect of such agreements. At the request of the Partnership, Newco shall take all reasonably necessary actions, including, but not limited to, the execution of documents, to effect the provisions of the prior sentence. This Agreement does not effect an assignment of the Partnership-Managed Newco Agreements to the Partnership.

(b) The Partnership and its applicable subcontractors will use such Partnership-Managed Newco Agreements (i) solely for purposes of the Master Services Agreement and to provide services to third parties in connection with activities undertaken in accordance with the Marketing Alliance Agreement and this Agreement, (ii) solely during the term of the Master Services Agreement and (iii) in compliance with any applicable use restrictions that are contained in the Partnership-Managed Newco Agreements that were provided by Newco to the Partnership prior to the Service Commencement Date.

(c) Commencing on the Service Commencement Date, the Partnership will assume those hardware and software maintenance and other third party agreements identified in Schedule 17.1(b), such schedule to be completed by BCH, Newco and the Partnership not later than five business days prior to the Service Commencement Date (collectively, the “Partnership-Assumed Newco Agreements”). Upon such assignment, the Partnership shall be administratively, operationally and financially responsible for such Partnership-Assumed Newco Agreements.

Section 17.2. Partnership-Managed Newco Resources.

(a) Commencing on the Service Commencement Date, if Newco decides to provide the Partnership with access to any Newco Assets, the Partnership will manage, administer and maintain certain hardware and equipment owned or leased by Newco (the “Partnership-Managed Newco Resources”), and in connection therewith shall comply with Schedule 4.2 to the Master Services Agreement. This Agreement does not effect an assignment

of the Partnership-Managed Newco Resources to the Partnership. Newco will be the sole and exclusive owner of the Partnership-Managed Newco Resources.

(b) The Partnership and its applicable subcontractors will use such Partnership-Managed Newco Resources (i) solely for purposes of the Master Services Agreement and to provide services to third parties in connection with activities undertaken in accordance with the Marketing Alliance Agreement and this Agreement, (ii) solely during the term of the Master Services Agreement and (iii) in compliance with any applicable use restrictions that are contained in the agreements governing use of the Partnership-Managed Newco Resources that were provided by Newco to the Partnership prior to the Service Commencement Date. The Partnership shall establish an access control procedure designed to limit the Partnership's access and use accordingly.

Section 17.3. *Newco-Licensed Software.*

(a) Schedule 17.3(a) to this Agreement (such schedule to be completed by BCH, Newco and the Partnership no later than five business days prior to the Service Commencement Date) sets forth certain third-party software, tools, databases, processes and methodologies (and documentation related to the foregoing) licensed by Newco that Newco may provide the Partnership access to under this Agreement for the purposes of providing services to BCH under the Master Services Agreement and for the purposes of providing services to third parties as contemplated by this Agreement and the Marketing Alliance Agreement. Such items, together with any other subsequently identified third-party software, tools, databases, processes and methodologies (and documentation related to the foregoing) licensed by Newco and access to which may be provided to the Partnership (or its subcontractors) under this Agreement are collectively referred to herein as "Newco-Licensed Software".

(b) The Partnership and its applicable subcontractors will access, use, copy, modify and enhance the Newco-Licensed Software (i) solely for purposes of the Master Services Agreement and to provide services to third parties in connection with activities undertaken in accordance with the Marketing Alliance Agreement and this Agreement, (ii) solely during the term of the Master Services Agreement and (iii) in compliance with any applicable use restrictions that are contained in the agreements permitting use of the Newco-Licensed Software that were provided by Newco to the Partnership prior to the Service Commencement Date.

Section 17.4. *Newco-Owned Software.*

(a) Schedule 17.4(a) to this Agreement (such schedule to be completed by BCH, Newco and the Partnership no later than five business days prior to the Service Commencement Date) sets forth certain software, tools, databases, processes and methodologies (and documentation related to the foregoing) owned by Newco, that Newco may provide the Partnership access to under this Agreement for the purposes of providing services to BCH under the Master Services Agreement and for the purposes of providing services to third parties as contemplated by this Agreement and the Marketing Alliance Agreement. Such items, together with any other subsequently identified software, tools, databases, processes and methodologies (and documentation related to the foregoing) owned by Newco and access to which may be provided to the Partnership (or its subcontractors) under this Agreement are collectively referred to herein as "Newco-Owned Software".

(b) Newco is the sole and exclusive owner of the Newco-Owned Software. Pursuant to this Agreement, Newco may provide to the Partnership (and applicable Partnership subcontractors) the right to access, use, copy, modify and enhance the Newco-Owned Software, all to the extent necessary for the Partnership's performance under the Master Services Agreement, the Marketing Alliance Agreement and this Agreement.

(c) The Partnership and its applicable subcontractors will access, use, copy, modify and enhance the Newco-Owned Software (i) solely for purposes of the Master Services Agreement and to provide services to third parties in connection with activities undertaken in accordance with the Marketing Alliance Agreement and this Agreement, (ii) solely during the term of the Master Services Agreement and (iii) in compliance with any applicable use restrictions that were identified in writing to, and acknowledged by, the Partnership. The Partnership shall establish an access control procedure designed to limit the Partnership's access and use accordingly.

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. *Amendments.* This Agreement generally may be modified or amended only with the written consent of each of the Partners; *provided, however*, that:

(a) The General Partner shall have the power, without the consent of the Limited Partners, to amend this Agreement as may be required to reflect the admission, substitution, termination, or withdrawal of Partners in accordance with this Agreement; and

(b) The General Partner shall have the power to amend this Agreement as may be required to (i) reflect any change that does not adversely affect the Limited Partners in any material respect and (ii) cure any ambiguity, correct or supplement any provision in this Agreement not inconsistent with law or with other provisions of this Agreement, or make other changes with respect to matters arising under this Agreement that will not be inconsistent with law or with the provisions of this Agreement.

Section 18.2. *Complete Agreement.* This Agreement (including the Exhibits and Schedules hereto, each of which is incorporated herein by reference) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, by and among the Parties with respect to the subject matter hereof. Without limiting the generality of the preceding sentence, the Memorandum of Understanding dated July 18, 2002, between BCH and Accenture, and the Mutual Confidentiality Agreement dated October 15, 2001, between BCH and Accenture, are both superseded by this Agreement and shall be of no further force or effect.

Section 18.3. *Governing Law.* This Agreement and the rights of the Parties hereunder shall be governed by, and interpreted and enforced in accordance with, the internal laws (exclusive of the choice of law provisions thereof) of the Province of British Columbia, Canada as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

Section 18.4. *Binding Effect.* Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon the Parties signatory hereto, and their respective permitted transferees, successors and assigns.

Section 18.5. *Interpretation.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. All headings, titles or captions herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder,” when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” If any provision of this Agreement or the application thereof to any person or circumstances is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. All references in this Agreement to “\$” or “dollars” shall be deemed to mean and refer to Canadian Dollars.

Section 18.6. *Multiple Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. However, in making proof hereof it shall be necessary to produce only one copy hereof signed by the Party to be charged.

Section 18.7. *Execution of Documents.* Each Party hereto agrees to execute, with acknowledgment or affidavit, if required, any and all documents and writings which may be necessary or expedient in connection with the creation of the Partnership and the achievement of its purposes.

Section 18.8. *No Third Party Beneficiaries.* This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns (except that the provisions of Section 10.1 shall inure to the benefit of each of the Indemnitees and their respective successors and assigns), and no other Person (except to the extent provided in the immediately preceding parenthetical) shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. No third party, including any creditor of the Partnership, shall have any right to enforce any contribution of capital or other advance of funds by any Partner.

Section 18.9. *Notices.* All notices and other communications provided for herein shall be given or made by telex, telecopy, telegraph, cable or in writing and telexed, telecopied, telegraphed, cabled, mailed or delivered to the intended recipient at the address set forth opposite its name in Exhibit B. All such communications shall be deemed to have been duly given when transmitted by telex, telecopy, telegraph or cable or personally delivered or, in the case of a mailed notice, upon depositing the notice in the mail, postage prepaid and return receipt requested, in each case given or addressed as aforesaid. Any Party hereto may, at any time by giving 10 days’ prior written notice to the other Parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

Section 18.10. *Waiver.* No failure by any Party to insist upon strict performance of any covenant, duty, agreement or condition of this Agreement or to the exercise of any right or remedy resulting from a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 18.11. *Liability.* Except as otherwise provided in Section 18.13, in no circumstances shall a shareholder, limited partner, director, officer, manager, member, employee or agent of a Partner, or a partner in or member or trustee of a Partner, be personally liable for any of the obligations of a Partner under this Agreement. Except in the case of a failure to make Capital Contributions as specified in Article VI, and except for Newco's other contractual obligations to the Partnership set forth in this Agreement, in no event shall any Limited Partner be or become obligated personally to respond in damages to the Partnership or any other Partner with respect to this Agreement or on account of its being a Limited Partner, and, subject to the same exceptions, any claim or judgment in favor of the Partnership or such other Partner shall be limited accordingly so that the Partnership and such other Partner shall look only to the Limited Partner's partnership interest in the Partnership for the recovery of such claim or judgment and not to any of the Limited Partner's other assets. Except in the case of a failure of a Limited Partner to make Capital Contributions required pursuant to Article VI and in the case of a failure of Newco to comply with its contractual obligations to the Partnership set forth in this Agreement, the Partnership and each of the Partners waives and disclaims any right it may have to proceed against any other Limited Partner other than to the extent of such Limited Partner's partnership interest in the Partnership. For the avoidance of doubt, the provisions of this Section 18.11 shall not be applicable to the obligations of BCH under Section 18.13.

Section 18.12. *Expenses.* Unless otherwise specifically set forth herein or unless the Partners otherwise mutually agree, each Partner shall be responsible for its own costs and expenses incurred in connection with this Agreement.

Section 18.13. *BCH Guarantee.*

(a) BCH, by executing and delivering this Agreement, hereby absolutely, unconditionally and irrevocably guarantees to the Partnership and Servco (collectively, the "Guaranteed Parties" and each, individually, a "Guaranteed Party"), the prompt and complete performance by Newco, when due, of all the obligations and liabilities of Newco under this Agreement. BCH further agrees to pay all reasonable expenses (including all reasonable fees and disbursements of counsel) that may be paid or incurred by any Guaranteed Party in enforcing any rights with respect to this Section 18.13. The obligations of BCH under this Section 18.13 shall remain in effect, and shall not be diminished or impaired, notwithstanding:

(i) any withdrawal of any demand (including the commencement and continuance of any legal proceedings) by any Guaranteed Party for payment or performance by Newco of any of its obligations under this Agreement or for payment or performance thereof by BCH under this Section 18.13;

(ii) any amendment, extension, modification or waiver of any obligation of Newco under this Agreement or any document, instrument or other contract delivered or given in connection with this Agreement, as from time to time in effect;

(iii) any compromise by any Guaranteed Party of any obligation of Newco under this Agreement or any document, instrument or other contract delivered or given in connection with this Agreement, as from time to time in effect, or any other guarantee in respect thereof; or

(iv) any invalidity or unenforceability of this Agreement, in whole or in part, against Newco (except that this provision shall not be a waiver by Newco of any claims it may have under this Agreement).

(b) BCH waives diligence, presentment and protest or other notice of any kind with respect to all obligations of Newco hereunder. This Section 18.13 shall be construed as a continuing guarantee of payment and performance of all obligations of Newco owing to the Guaranteed Parties or any Guaranteed Party under this Agreement and not a guarantee of collection. When pursuing its rights and remedies under this Section 18.13 against BCH, a Guaranteed Party may, but shall be under no obligation to, pursue such rights and remedies as it may have against Newco or any other guarantor, unless and until all the obligations of Newco owing to such Guaranteed Party shall have been satisfied by payment in full. Any failure by a Guaranteed Party to pursue any such rights or remedies, or to collect any amounts from Newco or another guarantor, shall not relieve BCH from its obligations under this Section 18.13.

(c) This Section 18.13 shall remain in full force and effect and be binding upon BCH and its successors and assigns, and shall inure to the benefit of each Guaranteed Party and the respective successors, indorsees, transferees and assigns of each Guaranteed Party (to the extent that the obligations of Newco hereunder have been transferred and are owing to any such successor, indorsee, transferee or assign in accordance with this Agreement), until all the obligations of Newco under this Agreement owing to each Guaranteed Party, and the obligations of BCH under this Section 18.13, shall have been satisfied by performance in full.

(d) BCH may merge with another entity or sell all or substantially all of its assets to another entity only if the successor entity delivers to the Guaranteed Parties a written instrument unconditionally assuming and agreeing to perform all of BCH's obligations and undertakings under this Section 18.13.

(e) This Section 18.13 shall be reinstated if at any time any payment of any obligation of Newco under this Agreement must be returned by a Guaranteed Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Newco or BCH.

(f) BCH agrees that the obligations of Newco under this Agreement owing to each Guaranteed Party shall be paid to the applicable Guaranteed Party in the currency and at the location specified in this Agreement, in each case free and clear of and without deduction for any and all present or future taxes, levies, imports, deductions, charges, or withholdings, and all liabilities with respect thereto (collectively, for purposes of this Section 18.13(f), "taxes"). If BCH shall be required by law to deduct any taxes from or in respect of any sum payable to a Guaranteed Party hereunder (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 18.13(f)) such Guaranteed Party will receive an amount equal to the sum it would have received had no such deductions been made, (ii) BCH shall make such deductions and (iii) BCH shall pay the full amount deducted to the relevant taxation authority or other

authority in accordance with applicable law. Within 30 days of any payment of taxes under this Section 18.13, BCH will furnish to the applicable Guaranteed Party the original or a certified copy of a receipt evidencing payment thereof. BCH will indemnify each Guaranteed Party for the full amount of taxes (including, without limitation, any taxes imposed by any jurisdiction on amounts payable under this Section 18.13(f)) paid by it or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such taxes were correctly or legally asserted, within 30 days of such Guaranteed Party's request therefor. In addition, BCH agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made under this Section 18.13 or from BCH's execution, delivery or registration of this Agreement for purposes of obligating itself under this Section 18.13. Without prejudice to the survival of any other agreement contained herein, BCH's agreements and obligations contained in this Section 18.13(f) shall survive the payment or performance in full of Newco's obligations under this Agreement and any termination or revocation of this Section 18.13.

(g) None of the terms or provisions of this Section 18.13 may be waived, amended, supplemented or otherwise modified except by a written instrument executed by BCH and the Guaranteed Parties.

(h) The Guaranteed Parties shall not by any act (except by a written instrument pursuant to Section 18.13.(g)) or by any delay, indulgence or omission be deemed to have waived any right or remedy hereunder. No failure to exercise, nor any delay in exercising on the part of a Guaranteed Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege under this Section 18.13 shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by a Guaranteed Party of any right or remedy on any occasion shall not be construed as a bar to any right or remedy that such Guaranteed Party or any other Guaranteed Party would otherwise have on any future occasion.

(i) BCH represents and warrants that (i) it has the power and authority and the legal right to execute and deliver this Agreement and to perform its obligations under this Section 18.13, (ii) it has taken all necessary action to authorize its execution and delivery of this Agreement and its performance of its obligations under this Section 18.13, (iii) this Agreement has been duly executed by it, (iv) this Section 18.13 constitutes a legal, valid and binding obligation of BCH, enforceable in accordance with its terms, subject to the effects of bankruptcy, solvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing, (v) the execution, delivery and performance of this Agreement will not violate or result in default under any applicable law, rule or regulation or any judgment, order or decree or agreement, instrument or undertaking applicable to BCH and will not result in, or require, the imposition or creation of any lien on any of its properties or revenues pursuant to any of the foregoing, in each case in any material respect, (vi) no consent or authorization of, or filing or registration with, any governmental authority, and no consent of any other Person, is required in connection with BCH's execution, delivery, or performance, or the validity or enforceability, of this Agreement, other than as may have been obtained or made and is in full force and effect, (vii) there are no laws in effect in the jurisdiction in which BCH is organized and principally conducts its business that limit its

maximum liability, except for any laws limiting the ability of BCH to incur liabilities that render it insolvent, unable to pay its debts as they become due or with insufficient or too small capital and except for any laws requiring approvals, consents, authorizations or registrations that have been obtained or made (except where failure to obtain or make such approvals, consents, authorizations or registrations would not have a material adverse effect on the ability of BCH to perform its obligations hereunder), (viii) it is not entitled to immunity from judicial proceedings and agrees that, in the event a Guaranteed Party brings any suit, action or proceeding in the Province of British Columbia to enforce any obligation or liability of BCH arising, directly or indirectly, out of or relating to this Section 18.13, no immunity from such suit, action or proceeding will be claimed by or on behalf of BCH, and (ix) it owns, directly or indirectly, all of the capital stock of Newco.

(j) It is a condition of the grant, execution and delivery of this Agreement that BCH execute and deliver this Agreement for the purpose of legally binding and obligating itself to the provisions of this Section 18.13. BCH acknowledges and agrees that the grant, execution and delivery of this Agreement by Newco is in BCH's best interests and BCH expects to derive benefit therefrom. BCH makes the guarantee provided in this Section 18.13 knowing that each Guaranteed Party shall rely on same in entering into and performing its obligations under this Agreement. BCH conclusively acknowledges that each Guaranteed Party's reliance hereon is in every respect justifiable and BCH received adequate and fair equivalent value for the guarantee provided in this Section 18.13.

(k) BCH shall not be entitled to be subrogated to any of the rights of any Guaranteed Party against Newco for payment made by BCH hereunder, nor shall BCH be entitled to seek any contribution from Newco for payments made by BCH hereunder, unless all amounts then due and payable to each Guaranteed Party hereunder as to which demands for payment have been made, have been indefeasably paid in full.

(l) BCH irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating hereto and for any counterclaim thereto.

(m) BCH irrevocably and unconditionally:

- (i) submits for itself and its property in any legal action or proceeding relating hereto, or for recognition and enforcement of any judgment in respect hereof, to the non-exclusive general jurisdiction of the courts of the Province of British Columbia and the appellate courts thereto;
- (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and agrees not to plead or claim the same;
- (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified

mail (or any substantially similar form of mail), postage prepaid, to BCH; and

- (iv) agrees that nothing herein shall affect the right of any Guaranteed Party to effect service of process in any other manner permitted by law or shall limit its right to sue in any other jurisdiction.

(n) The consent to personal jurisdiction set forth herein shall be self operative and no further instrument or action, other than service of process as provided for herein, shall be necessary in order to confer jurisdiction upon BCH in any such court.

(o) All notices and demands to or upon BCH under this Section 18.13 shall be in writing (or by telex, fax or similar transmission) and shall be deemed to have been duly given or made (i) if delivered by hand or courier, when delivered, or (ii) if given by mail, five calendar days after the date when deposited in the mails by certified or registered mail, or (iii) if by telex, fax or similar transmission, when sent and receipt has been confirmed, addressed to BCH follows: British Columbia Hydro and Power Authority, 333 Dunsmuir Street, Vancouver, British Columbia V6B 5R3, Attention: Director, Business Development.

(p) Notwithstanding anything to contrary in this Agreement, by executing, delivering and becoming a Party to this Agreement, BCH shall not become a Partner of the Partnership or the holder of any right or interest in or in respect of the Partnership.

Section 18.14. *Limitations of Liability.*

(a) Subject to the exclusions set forth in Section 18.14(c), the maximum liability of any Party hereunder for actual or direct damages shall not exceed [Redacted] in the aggregate; provided, however, that this maximum shall not be applicable to any actual or direct damages that may result from (A) the Partnership's failure to properly make distributions to Newco in accordance with Section 9.1 hereof, (B) any breach by Newco of any of its obligations under this Agreement, or (C) any breach by BCH of its obligations under Section 18.13 of this Agreement.

(b) Subject to the exclusions set forth in Section 18.14(c), in no event will the measure of damages payable by any Party or its Affiliates include, nor will any Party or its Affiliates be liable for, any consequential, indirect, incidental, exemplary or punitive damages (including damages due to business interruption or lost profits, savings, competitive advantage or goodwill) arising from or related to this Agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if such Party or Affiliate has been advised of the possibility of such damages in advance.

(c) The limitations set forth in this Section 18.14 will not apply to the liability of any Party to the extent such liability results from any breach of the obligations of such Party under Article XIV.

Section 18.15. *Material Breach by Limited Partners.* To the extent that any Limited Partner (each, a "Breaching Limited Partner") fails to timely effect its Capital Contribution in

accordance with Article VI of this Agreement, and for so long as such failure continues, such Breaching Limited Partner shall be in material breach of this Agreement and, notwithstanding anything to the contrary in this Agreement and without limiting any other rights or remedies available to the Partnership or the General Partner, the following shall automatically and without further action become and remain effective for so long as such breach continues: (i) neither the Partnership nor the General Partner shall have any obligation to make distributions to such Breaching Limited Partner pursuant to Article IX of this Agreement during the pendency of such breach, (ii) distributions that would have been made to such Breaching Limited Partner pursuant to Article IX of this Agreement during the pendency of such breach, instead shall be made to the General Partner (with a corresponding allocation of the Partnership's Net Income), and shall be irrevocably forfeited by such Breaching Limited Partner, and (iii) if Newco is the Breaching Limited Partner (a) the Class A Director voting rights under Section 3.3 of this Agreement shall be suspended during the pendency of such breach, and (b) the Partnership shall have the right, during the pendency of such breach, to acquire the entire partnership interest of Newco in the Partnership pursuant to Section 11.4(b) of this Agreement as if the Master Services Agreement had been terminated (notwithstanding the fact that the Master Services Agreement may not have in fact been terminated). At such time, if any, as a Breaching Limited Partner shall have cured its breach by effecting in full the Capital Contribution required to be made under Article VI of this Agreement, the provisions set forth in clauses (i) through (iii) of the preceding sentence shall thereafter cease to be effective as to that particular breach by that particular Breaching Limited Partner.

[Signature Pages Follow]

GENERAL PARTNER:

C/S

LIMITED PARTNERS:

C/S

C/S

DAL02:361533.14

BCH:

THE COMMON SEAL OF BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY was hereunto affixed in the
presence of:

By: _____
Name: _____
Title: _____

C/S

EXHIBIT A
ACCENTURE GUARANTEE

EXHIBIT B

CAPITAL CONTRIBUTIONS & NUMBER OF UNITS

Name and Address of Limited Partner(s)	Class and	Initial Capital
	Number of Units	Account Balance
BCH Services Asset Corp. 333 Dunsmuir Street Vancouver, BC V6B 5R3	[Redacted] Class A Units	[Redacted]
Accenture Inc. Suite 2650 1075 West Georgia Street Vancouver, BC V6E 3C9	-	-
Totals	[Redacted] Class A Units	[Redacted]

Name and Address of General Partner
Accenture Business Services General Partner Inc. Suite 2650 1075 West Georgia Street Vancouver, BC V6E 3C9

EXHIBIT C

JOINDER AGREEMENT

This JOINDER AGREEMENT, entered into as of _____, ____ (this "Joinder Agreement"), among Accenture Business Services General Partner Inc., a corporation organized under the federal laws of Canada (the "General Partner"), as the general partner of Accenture Business Services of British Columbia Limited Partnership, a limited partnership organized under the laws of British Columbia (the "Partnership"), and _____, a _____ (the "Transferee").

WITNESSETH:

WHEREAS, as of January 31, 2003, the General Partner and the Limited Partners named therein entered into the Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership (as amended from time to time, the "Limited Partnership Agreement"), which agreement sets forth, among other things, the terms under which a transferee of a partnership interest of a Limited Partner shall be admitted to the Partnership as a Limited Partner;

WHEREAS, the Transferee has acquired the partnership interest described on the signature page hereof (the "Acquired Partnership Interest") from a Limited Partner (the "Transferor") as permitted pursuant to Section 11.2 of the Limited Partnership Agreement;

WHEREAS, the Transferee is willing to execute this Joinder Agreement in order to evidence its agreement to be bound by all of the provisions of the Limited Partnership Agreement and to make certain representations and warranties to the Partnership, the General Partner and the Limited Partners; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Limited Partnership Agreement;

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. *Joinder.* The Transferee hereby agrees to be bound by, and to observe and comply with, all of the terms and provisions of the Limited Partnership Agreement as fully and to the same extent as if the Transferee had been a party thereto since the date upon which the Limited Partnership Agreement was executed and delivered by the Transferor, including, without limitation, the terms and provisions of Article XIII of the Limited Partnership Agreement whereby the General Partner is granted a power of attorney by each of the Limited Partners upon the terms and conditions set forth therein.

SECTION 2. *Representations and Warranties.* The Transferee hereby represents and warrants to the Partnership, the General Partner and the Limited Partners as follows:

(a) The Transferee has acquired the Acquired Partnership Interest solely for the Transferee's own account, for investment purposes, and not with a view to, or for resale in connection with, any subdivision, fractionalization, resale or distribution thereof.

(b) The Transferee has not offered or sold, nor has it entered into any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or pledge to such person or anyone else, all or any portion of the Acquired Partnership Interest and has no current intention of dividing the Acquired Partnership Interest with others or of reselling or otherwise disposing of all or any portion of the Acquired Partnership Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

(c) The Transferee understands that there are substantial restrictions on the transferability of the Acquired Partnership Interest, and that the Acquired Partnership Interest may not be offered, sold, transferred, pledged, hypothecated or otherwise disposed of unless (i) the registration provisions of applicable securities laws have been complied with, or (ii) an exemption from such registration provisions is available and the Partnership has received an opinion of counsel, in form and substance reasonably satisfactory to the General Partner, to the effect that such exemption is available and applicable to the proposed transaction. The Transferee is further aware that the Acquired Partnership Interest will not be, and Limited Partners in the Partnership have no right to require that the Acquired Partnership Interests be, registered or qualified under any applicable securities laws. Furthermore, the Transferee understands that it will not have the right to require the Partnership to make available to the public such information as would be necessary to permit sales of the Acquired Partnership Interest in accordance with applicable exemptions from the registration requirements of applicable securities laws.

(d) The Transferee is aware that an investment in the Acquired Partnership Interest is subject to substantial risks, and the Transferee represents that it is capable of bearing the high degree of economic risk of such investment, including, but not limited to, the possibility of the complete loss of its investment. The Transferee further represents that it has adequate means of providing for its current needs and possible contingencies, and that it has no need now, and anticipates no need in the foreseeable future, to sell the Acquired Partnership Interests for which it hereby subscribes.

(e) The Transferee has read and analyzed this Joinder Agreement and the Limited Partnership Agreement.

(f) All information provided to the General Partner and the Partnership, or their representatives or agents, by the Transferee in connection with the transfer of the Acquired Partnership Interest and the admission of the Transferee to the Partnership is true, correct and complete as of the date that this Joinder Agreement is signed. The Transferee shall not take action nor permit action to be taken that would cause the information provided by the Transferee to no longer be true. If there should be any material change in such information prior to or after the execution of this Joinder Agreement by the Transferee, the Transferee will immediately provide the General Partner and its employees, representatives or agents with such information.

(g) The Transferee has the power and authority to execute, deliver and comply with the terms of this Joinder Agreement and the Limited Partnership Agreement.

(h) This Joinder Agreement and the Limited Partnership Agreement are legal, valid and binding obligations of the Transferee enforceable against the Transferee in accordance with their respective terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(i) If this Joinder Agreement is executed by an attorney-in-fact, such attorney-in-fact has all right and authority in the capacity of attorney-in-fact to execute and deliver this Joinder Agreement.

SECTION 3. *Admission.* The Transferee is hereby admitted as a Limited Partner of the Partnership.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals duly attested by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

GENERAL PARTNER:

THE COMMON SEAL OF ACCENTURE)
BUSINESS SERVICES GENERAL)
PARTNER INC. was hereunto affixed in the)
presence of:)
) C/S
)
By: _____)
Name: _____)
Title: _____)

TRANSFeree:

THE COMMON SEAL OF)
[] was hereunto)
affixed in the presence of:)
) C/S
)
By: _____)
Name: _____)
Title: _____)

ACQUIRED PARTNERSHIP INTEREST:

The name of the Transferor, the number and class of Units acquired are as follows:

<u>Name of Transferor</u>	<u>Class and Number of Units Acquired</u>
_____	_____

SCHEDULE 1.1

EXISTING AGREEMENTS

Agreement(s) pursuant to which BCH provides meter reading services to
BC Gas

All agreements pursuant to which Westech Information Systems Inc. provides any
services to any third party client or end-user

SCHEDULE 3.1

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made as of January 31, 2003 by BCH Services Asset Corp., a company organized under the laws of British Columbia, Canada (the "Donor"), in favour of Accenture Inc., a corporation incorporated under the laws of Ontario, Canada (the "Attorney"), having an address of Suite 2650, 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9.

IN CONSIDERATION OF the performance of the obligations of Accenture Business Services General Partner Inc., a corporation organized under the federal laws of Canada and an affiliate of the Attorney ("Servco"), under the Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership, dated as of the date hereof, by and among Servco, as general partner, the Donor, as limited partner, the Attorney, as limited partner, and British Columbia Hydro and Power Authority, a corporation organized under the laws of British Columbia, as guarantor of the Donor's obligations thereunder, the Donor hereby appoints the Attorney to be its attorney to act on the Donor's behalf as set forth below.

The Donor, being the registered holder of [Redacted] Class A units of limited partnership interest (the "Units") in Accenture Business Services of British Columbia Limited Partnership (the "Partnership"), hereby irrevocably nominates, constitutes and appoints under seal the Attorney, with full power of substitution and resubstitution, as the agent and true and lawful attorney of the Donor, to act on behalf of the Donor with full power and authority in the name of the Donor and in the place and stead of the Donor (i) to exercise the rights of the Donor to vote the Units, (ii) to consent to a resolution of limited partners of the Partnership as the holder of the Units, or (iii) otherwise to give consent or approval as the holder of the Units, in each case on and in respect of all matters of the business of the Partnership and the actions of the general partner of the Partnership which, pursuant to Section 56 of the Partnership Act (British Columbia), require the written consent of all of the limited partners of the Partnership.

The power of attorney granted herein is hereby declared to be irrevocable and a power coupled with an interest, and such power of attorney shall survive and not be affected by the subsequent incapacity of the Donor or the transfer of all or any portion of the Units, shall survive the bankruptcy or insolvency of the Donor and shall extend to the Donor's successors, assigns and personal representatives. The Donor shall be bound by any action taken by the Attorney in accordance with this Power of Attorney, and waives any and all defenses which may be available to contest, negate or disaffirm any action of the Attorney which is taken pursuant to the authority expressly granted under this Power of Attorney.

Dated as of January 31, 2003.

THE CORPORATE SEAL OF BCH SERVICES)
ASSET CORP. was hereunto affixed in the)
presence of:)
)
By: _____)
Name: _____)
Title: _____)

C/S

SCHEDULE 15.2

DISPUTE RESOLUTION PROCEDURES

This Schedule 15.2 is an appendix to the Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership, dated as of January 31, 2003 (the “Agreement”). **[Redacted]**

SCHEDULE 16.2(a)

REGISTRATION CERTIFICATE

TO: Accenture Business Services of British Columbia Limited Partnership
Attention: President

FROM: BCH Services Asset Corp.

RE: Prospective Major Clients – Registration Certificate

DATE: _____, _____

Reference is made to the Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership, dated as of January 31, 2003 (the “Partnership Agreement”), by and among Accenture Business Services General Partner Inc., as general partner, Accenture Inc., as a limited partner, BCH Services Asset Corp. (“Newco”), as a limited partner, and British Columbia Hydro and Power Authority (“BCH”), as guarantor of Newco’s obligations thereunder.

In accordance with Section 16.2 of the Partnership Agreement, you are hereby notified of Newco’s intention to bring the following [entity][entities] to your attention as [a] Prospective Major Client[s] (as defined in the Partnership Agreement):

Name and Headquarters Address of Prospect:

Contact Person(s) at Prospect (including title and contact information):

Industry Sector and Principal Business of Prospect:

Annual Revenues of Prospect:

Needs of Prospect for Services from the Partnership:

Relationship between Newco and/or BCH and Prospect:

Marketing Activities to be Performed by Newco and/or BCH:

Other Relevant Information:

SCHEDULE 16.2(b)

[Redacted]

Schedule 16.2(b)

SCHEDULE 17.1(a)

PARTNERSHIP MANAGED NEWCO AGREEMENTS

To be completed by the Parties prior to the Service Commencement Date

SCHEDULE 17.1(a)

NEWCO-LICENSED SOFTWARE

To be completed by the Parties prior to the Service Commencement Date

SCHEDULE 17.4(a)

NEWCO-OWNED SOFTWARE

To be completed by the Parties prior to the Service Commencement Date