



11 CHURCH STREET, SUITE 401 TORONTO ON, CANADA M5E 1W1
TEL: 416 861 9404 FAX: 416 861 9209

This Short Form Agreement

(the "Agreement") is being entered into between:

CAPREIT Limited Partnership (the "Purchaser")

AND

Triumph Roofing & Sheet Metal Inc. (the "Contractor")

1 Connie Street, Toronto, ON M6L 2H8

Re: 1204 Yates Street, Victoria BC V8V 4V1 (the "Property"); Roof Replacement per Tender # RR-BC-2024-01-31 (the "Work")
Contract# SFC-8009060-1204Yates-Triumph-RoofReplace-04Apr2024

Authorization

Dear Bobby Sinharoy,

We are pleased to authorize you to proceed as our selected Contractor with the Work as set out in the request for quote agreements and/or proposal dated 01/31/2024 (the "RFQ Document") in the amount of \$365,029.00, plus applicable taxes, (the "Contract Price") for the work described therein (the "Work"), including but not limited to the scope of work set out in the RFQ Document and any products, materials, manuals or supplies to be incorporated into or which form part of the Work (the "Products"). Please note that the Work shall only commence once a purchase order has been assigned.

This Work has been assigned a job code number: 8009060. Please include this number on all your documentation, including invoices that are addressed to the Purchaser in regards to this Work.

This Work shall be performed starting on 05/15/2024 and shall be completed no later than 07/15/2024. No work shall commence prior to the execution of this Agreement, which shall extend from the start date of the Work to the date the Work is completed and deemed satisfactory by the Purchaser (the "Term").

This agreement, including appendices A, B, C, D, E, F and schedules attached hereto, together with the RFQ Document, constitutes the entire agreement between the parties (the "Agreement") and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. If there is any conflict between the terms of the quotation and/or proposal provided for this Work and the terms of this Agreement, the terms of this Agreement will prevail. There are no representations, warranties or other agreements, whether oral or written, between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding on the parties unless same is in writing and signed by all the parties hereto.

The Contractor shall perform the Work in a high quality and first class manner, using qualified workers and in a manner which complies with all applicable legislation, including all laws, statutes, ordinances, regulations, by-laws, codes, directions, orders, orders-in-council, rules, requirements and guidelines (collectively "Laws"), including, without limitation, all environmental legislation of all authorities, meaning all federal, provincial, municipal and other governmental authorities, departments, boards and agencies having or claiming jurisdiction. For the avoidance of doubt, "Laws" shall include all national, local and industry

protocols, relevant legislation, and the guidance issued by the Public Health Agency of Canada related to COVID-19.

The Contractor and its personnel will carry out the Work and shall conduct their business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- a) not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- b) providing workers with written terms and conditions under which they will work in a language understandable to the worker;
- c) not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service;
- d) not withholding travel or identity documents or otherwise unreasonably inhibiting the free movement of any works (directly or indirectly);
- e) providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- f) mitigating or avoiding adverse human rights impacts to communities arising from the Contractor's activities to the extent practicable.

Either party shall have the right, at any time, for any reason or for no reason whatsoever, to terminate this Agreement by written notice to the other and such termination shall be effective on the date specified in such notice, which shall be not less than five (5) business days after the date of the giving of such notice, (the "Notice Period").

Notwithstanding anything to the contrary contained herein, the Purchaser shall be entitled to immediately terminate this Agreement on written notice to the Contractor, in the event that:

- g) The Purchaser is at any time dissatisfied with the quality of Work performed by the Contractor, in which instance the Purchaser may, at its sole discretion, give the Contractor written notice of such dissatisfaction and an opportunity to improve the quality of such Work within the Notice Period; or
- h) Contractor fails to observe or perform any of the Contractor's obligations herein and such breach is not remedied within the Notice Period; or
- i) Contractor becomes bankrupt; or
- j) Contractor does not have in force or effect at any time during the Term, any of the insurance, including workers' compensation, to be taken out and maintained by the Contractor during the Term, in accordance with appendices A and B attached hereto.

In the event of termination due to any of the above the Purchaser shall be entitled to perform, or cause to be performed by a third party, the Contractor's Work and obligations hereunder, all at the Contractor's sole cost and expense, together with an administrative fee equal to 15% of the costs so incurred by the Purchaser, all without prejudice to the Purchaser's right to recover from the Contractor, payable on demand by the Contractor to the Purchaser, all damages it incurs by reason of the Contractor's breach.

Within five (5) business days following the expiration or earlier termination of this Agreement, the Contractor shall return to the Purchaser all keys, access cards and security badges relating to the Property and which are in the possession of the Contractor or the Contractor's Employees. If any such keys, access cards and security badges are not returned, the Contractor shall be responsible for such reasonable charge as the Purchaser may bill the Contractor for such non-returned items, such charge payable on demand by the

Contractor to the Purchaser within 15 days following the Contractor's receipt of an invoice from the Purchaser on account of such charge.

It is understood that the Contractor is hereby designated as and accepts the role of "constructor" (as defined under the Occupational Health & Safety Act (Ontario) ("OHSA") or such other applicable provincial legislation for the purposes of this Work. As such, it is imperative that the Contractor provide the Purchaser with a copy of its health & safety policy in compliance with appendix A attached, as well as its Workplace Safety and Insurance Board ("WSIB") clearance certificate, or the applicable provincial equivalent, as soon as possible, prior to the commencement of any work.

All notices under this Agreement shall be in writing and may be delivered by email, facsimile, courier, registered mail or in person ("Written Notice") to the addresses below and shall be deemed received three (3) business days later if sent by registered mail and the next business day following the date of transmission by facsimile, email or personal delivery.

TO: Triumph Roofing & Sheet Metal Inc., 1 Connie Street, Toronto ON M6L 2H8

Attention: Bobby Sinharoy bsinharoy@triumphinc.ca

Should the Contractor have any questions or concerns, please do not hesitate to contact the Purchaser.

TO: the Purchaser: CAPREIT 11 Church Street, Ste 401, Toronto ON, M5E 1W1 p. (416) 861-9404

Attention: General Counsel e.lenser@capreit.net & Sr. Director, Procurement r.nizamuddin@capreit.net

Short Form Agreement - Signatures

The Contractor acknowledges acceptance of the terms (and appendices), by signing this letter in the space provided below and returning all pages to the Purchaser prior to the commencement of any work.

The Contractor has attached/included their evidence to the Purchaser of:

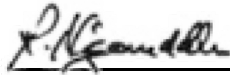
1. valid insurance in accordance with appendix B attached;
2. the addition of the specified insureds on the insurance as required by this Agreement as outlined in appendix D.

Yours Truly,

Rafeek Nizamuddin
Senior Director, Procurement

EXECUTED this 4th day of April, 2024

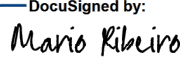
CAPREIT LIMITED PARTNERSHIP, by its general partner, CAPREIT GP INC.

Per: 
Name: Rafeek Nizamuddin
Title: Senior Director, Procurement
(I have authority to bind the corporation and the partnership.)

Per: 
Name: Lou Canton
Title: Vice President, Procurement
(I have authority to bind the corporation and the partnership.)

Per: _____
Name: Stephen Co
Title: Chief Financial Officer
(I have authority to bind the corporation and the partnership.)

We, (Triumph Roofing & Sheet Metal Inc.), hereby acknowledge and accept the above this the ____ day
4/9/2024, 2024.

DocuSigned by:

Per: _____
Name: Mario Ribeiro president
Title: _____
(I have authority to bind this Agreement)

Per: _____
Name: _____
Title: _____
(I have authority to bind this Agreement)

Appendices (listed below)

APPENDIX 'A' - Health & Safety

The Contractor is solely responsible for the health and safety of all of the Contractor's directors, officers, employees, servants, agents and those for whom the Contractor is responsible at law, including, without limitation, any subcontractors (the "Contractor's Employees") and for ensuring the continued safe conditions at the Property in connection with the provision of the Work.

Without limiting the foregoing, the Contractor shall at all times comply with all laws relating to occupational health and safety and workers' compensation. The Contractor shall provide the Purchaser with:

- a) a signed copy of its corporate health and safety policy (including any applicable policies and written procedures), which policy is to be in accordance with the occupational health & safety legislation applicable to the place of work; and
- b) a copy of its workplace health and safety program, including any applicable policies and written procedures prior to commencing the Work. The acceptance of such documentation by the Purchaser shall not be interpreted as the Purchaser's approval of such documentation.

For the purposes of occupational health & safety legislation applicable to the place of the Work, and notwithstanding anything to the contrary, the Contractor will be the "constructor" or its provincial equivalent for the Work and shall be registered as such, where possible.

All of the Contractor's Employees performing any of the Work at the Property shall be fully trained in all aspects of the Work that they are undertaking at the Property and shall be competent in performing hazard identification in accordance with the requirements outlined in the applicable occupational health & safety legislation.

All materials and supplies used by the Contractor's Employees shall be used, handled, stored, properly labelled and otherwise dealt with in accordance with the manufacturer's safe operating procedures.

Prior to commencing the Work, the Contractor shall provide the Purchaser with a certificate of clearance, or its provincial equivalent, confirming that the Contractor and each of the Contractor's Employees and/or subcontractors involved in the performance of the Work are insured and in good standing with the applicable provincial worker's compensation board, and, if applicable, other provincial, federal or municipal legislation, in respect of the Contractor's obligations pursuant to occupational health & safety. The Contractor shall immediately advise the Purchaser of any change or event occurring during the term of the Work which would affect the Contractor's standing with the applicable provincial worker's compensation board.

The Contractor will ensure that all of the Contractor's Employees performing the Work have been provided with all necessary personal protective equipment in order for them to perform the Work and have received proper and sufficient training on the proper use of such personal protective equipment, as same may be required.

All accidents and/or near misses involving the Contractor's Employees shall be fully investigated by the Contractor. A written report covering the findings shall be submitted to the Purchaser within 24 hours following the reported accident and/ or near miss.

The Contractor will adhere to the CCA82 2004 mould guideline for the Canadian construction industry to the extent it pertains to the performance by the Contractor of the Work.

APPENDIX 'B' - Insurance Requirements for Contractors working at the Property

The Contractor shall take out and keep in force throughout the term of the Work (and shall ensure that any subcontractors (if permitted in writing) take out and keep in force while acting as a subcontractor):

- a) commercial general liability insurance with limits of not less than \$5,000,000.00 inclusive for each occurrence for bodily injury, death and damage to property of others, including loss of use thereof, with products and completed operations coverage for a minimum of 12 months. Such insurance shall include, but not be limited to the following coverage: coverage for the Contractor's operations and services performed at the Property, broad form property damage, contractual liability and owners' and contractors' protective insurance coverage with respect to the Property;
- b) owned and non-owned automobile public liability insurance for death and bodily injury and property damage to third parties for a comprehensive limit of not less than \$2,000,000.00 per occurrence;
- c) any other form or forms of insurance as the Purchaser may reasonably require, from time to
- d) time, in amounts and for insurance risks against which a prudent contractor providing services similar to those described in the Work would need to protect itself; and
- e) The Contractor shall be responsible for the payment of all: insurance premiums for the insurance policies required hereunder including any deductibles.

All policies shall:

- f) be in form and with insurers licensed to conduct business in the province where the Property is located and with deductibles acceptable from time to time to the Purchaser; name the Purchaser as additional insureds with respect to the liability arising out of the Contractor's operations (except for the insurance described in paragraph(ii) above;
- g) contain an endorsement requiring the insurers under such policies to notify the Purchaser in writing at least 30 days' prior to any material change or cancellation thereof;
- h) contain a clause stating that the Contractor's insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Purchaser; and
- i) contain cross liability and severability of interest provisions including a provision that any breach of a condition of the policy by any insured shall not adversely affect the rights of the other insured to protection under the policy.

Prior to the commencement of the Work and at such other times as the Purchaser may require, the Contractor shall furnish to the Purchaser a certificate of insurance in form satisfactory to the Purchaser (which certificate shall show that the insurance required hereunder has been taken out by the Contractor and complies with all of the Purchaser's requirements). The Contractor shall provide the Purchaser with evidence of the renewal of such insurance prior to the expiration of same.

APPENDIX 'C' - Waiver, Warranty, Liens, Release and Indemnity

Waiver, Warranty & Lien Protection

To the extent that the Purchaser has suffered costs, damages or loss as a result of any defective work or the removal, replacement or re-execution of defective work, the Purchaser shall be entitled to set-off all such costs, damages and loss against the Contract Price and any holdback applicable to the Work.

The Contractor shall be responsible for obtaining product warranties on behalf of the Purchaser from the manufacturer. These product warranties shall be issued by the manufacturer to the benefit of the Purchaser. In the event that a construction lien arising out of or attributable to the Work or Products to be provided under the Agreement is registered or claimed against the Property (other than as a result of the Purchaser's failure to make payments to the Contractor when due hereunder), the Contractor agrees at its expense to promptly cause such lien and any certificate of action related thereto to be discharged from title to the Property. If the Contractor shall fail to do so, the Purchaser may, at its option and at the Contractor's expense, take such actions and make such payments as may be necessary to cause such lien and any certificate of action to be discharged and the Purchaser may deduct from the next succeeding applications for payment or any holdback all amounts so paid. The Contractor shall indemnify, defend and hold harmless the Purchaser, its agents and representatives against any and all claims, causes of action, suits, losses, damages, costs and expenses arising out of or in connection with any such lien.

When the Contractor has achieved completion of the Work, the Contractor shall submit an application for final payment. The Contractor must, when applying for final payment, provide the Purchaser with:

- a) A statement based on the schedule of values for the relevant portion of the Work;
- b) A clearance certificate from the applicable worker's compensation board; and
- c) Evidence, via statutory declaration or trade publication, satisfactory to the Purchaser, that there are no liens registered against or otherwise claimed in respect of any portion of the Work.

The Purchaser may decline to approve any application for payment and may withhold any payment, including payment of holdback, in whole or in part, to the extent necessary to protect the Purchaser and the Purchaser may withhold such funds as may be necessary, acting reasonably, to offset any previous payment made to the Contractor or to protect the Purchaser from loss because of:

- a) Defective portions of the Work not remedied;
- b) Evidence of the Contractor's failure to make payments properly to subcontractors or suppliers;
- c) Damage to work of other contractors; or
- d) The Contractor's failure to immediately remove any liens arising from the Work.

Release and Indemnity

The Purchaser, its directors, officers, employees, servants, agents and those for whom it responsible at law (collectively, the "Purchaser's Employees"), shall not be liable or responsible in any way to the Contractor or the Contractor's Employees and those for whom the Contractor is at law responsible and the Contractor (both on behalf of itself and the Contractor's Employees) hereby releases the Purchaser and the Purchaser's Employees; from all claims against the Purchaser and the Purchaser's Employees in respect of:

- a) any injury arising from or out of any occurrence on, in or relating to the Property or relating to the Work, however caused;
- b) any loss or damage to property (including loss of use thereof) of the Contractor or the Contractor's Employees used in, on or around the Property however caused; and
- c) occurrences to be insured against by the Contractor in accordance with its obligations under this

Agreement, or in respect of which the Contractor has insurance, regardless of whether any such claims arise or are caused as a result of the negligence or otherwise of the Purchaser or its Employees. All property of the Contractor or the Contractor's Employees which are brought on to the Property shall be at the sole risk of the Contractor and the Contractor shall hold the Purchaser harmless from and against claims arising out of damages to same, including, but not limited to, any subrogation claims by the insurers of the Contractor or the Contractor's Employees. For greater certainty, this section shall have no applicability to claims asserted against the Purchaser and the Purchaser's Employees by third parties (other than the Contractor's Employees).

The Contractor shall defend, indemnify and save harmless the Purchaser and the Purchaser's Employees from and against any and all claims in connection with, arising or alleged to arise out of:

- a) any injury or any loss or damage to property referred to in (a) above;
- b) the failure of the Contractor to observe and perform any of its obligations under this Agreement;
- c) the acts, errors or omissions of the Contractor and the Contractor's Employees in connection with their activities on the Property;
- d) any hazardous substances which the Contractor or the Contractor's Employees bring on to the Property at any time; all damage caused to the Property by the Contractor or the Contractor's Employees, including, without limitation, damage to the buildings, roofs and structures, electrical, lighting and sprinkler systems, tenants' premises, tenants' holdings, ductwork, piping, controls and instruments located on the Property;
- e) any injury suffered or sustained by any third party as a result of the acts or omissions of the Contractor or the Contractor's Employees; and
- f) all damage to property (including loss of use thereof) belonging to third parties and which is located on the Property and which is caused by the acts or omissions of the Contractor or the Contractor's Employees.

Upon the completion of the Work, the Purchaser or its designate shall conduct a final inspection of the Property and, if the Contractor or the Contractor's Employees have damaged any part of the Property, the Purchaser may, without limiting any of its other rights, repair such damage or replace such items and deduct the cost of such repairs or replacements from any monies payable to the Contractor.

Limitation of Liability

Notwithstanding any other provisions in this Agreement or any other entitlement available to the Contractor at law or in equity, the Contractor agrees that any right to seek recovery with respect to any obligations of the Purchaser under this Agreement shall be limited solely to the assets of the Purchaser and the Contractor shall not have any recourse whatsoever to, nor seek any satisfaction from, the individual assets of the individual shareholders or unitholders of Canadian Apartment Properties Real Estate Investment Trust or the Purchaser at any time and from time to time, save and except for the individual interest in the assets of the Purchaser.

Survival

The provisions of this appendix shall survive the completion of the Work, or any expiration or earlier termination of this Agreement.

APPENDIX ‘D’ - Additional Insured

CAPREIT Apartments Inc.	CAPREIT Limited Partnership
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APPENDIX 'E' - Asbestos Acknowledgement

Exposure to airborne asbestos fibres can be hazardous. Inhaling airborne asbestos fibres can cause various health effects and chronic illness such as lung cancer, mesothelioma, and asbestosis. Smoking increases the risk of lung cancer from exposure to asbestos.

The Purchaser has identified the presence of various asbestos-containing materials at its properties. An asbestos survey and/or hazardous building materials survey report ("Survey") identifying the locations of these materials is available for review, dissemination, and planning. These reports and other relevant asbestos documents (e.g. bulk sample results reports, locations of abated areas, etc.) are available at both the Purchaser's head office, as well as specifically in each property/building. The Contractor shall provide all applicable Surveys to their employees and respective subcontractors to ensure all parties are aware of the presence of asbestos-containing materials.

The disturbance of asbestos-containing building materials may only be undertaken by qualified contractors who have received training in asbestos-related work procedures and have the required personal protective equipment and must follow all applicable regulations. The Purchaser must be notified prior to performing activities that may disturb any asbestos-containing materials in the properties.

As a condition of the Contractor's contract to provide services and materials to the Purchaser, the Contractor has been made aware of the presence of asbestos-containing materials (ACM) within its properties and shall review all applicable Surveys and shall not disturb any ACM without prior notification of the Purchaser. The Contractor shall provide its workers with the required training and shall follow, along with its subcontractors, all procedures and take all necessary measures specified by the Purchaser and/or applicable regulations. All asbestos waste will be packaged and disposed of in accordance with applicable regulatory guidelines for this jurisdiction.

APPENDIX 'F' - Confidentiality, Privacy & Security

In connection with the provision of the Work and other matters relating to this Agreement, the Contractor will be provided with certain confidential information relating to the Purchaser and its affiliates' business, operations, financial condition, plans and assets, or Personal Information (as defined below), and may develop certain information based upon, containing or derivative to such information (collectively, "**Confidential Information**"). As between the parties, all Confidential Information remains the property of the Purchaser. The Contractor agrees that in consideration of and as a condition to the Purchaser or its affiliates entering into this Agreement and providing Confidential Information to the Contractor, the Contractor agrees to hold and keep all Confidential Information in strict confidence, to only use such Confidential Information for purposes authorized by this Agreement (and not for any other purpose or in any way directly or indirectly competitive or detrimental to the Purchaser or its affiliates) and not to disclose such Confidential Information to any person or entity except as required in connection with fulfilling its obligations pursuant to this Agreement to those persons with the need to know such information and who agree to comply with the confidentiality obligations set forth herein. The Contractor agrees that it will be liable for any breach of this provision by the Contractor or any person or entity to whom the Contractor discloses any Confidential Information. The Contractor acknowledges that a breach of the confidentiality obligations set forth in this Agreement may cause the Purchaser and its affiliates to suffer loss for which damages could not provide an adequate remedy. Accordingly, in addition to any other remedy or relief that may be available at law, the Purchaser may enforce the performance of the confidentiality obligations contained in this Agreement by injunction or specific performance upon application to a court of competent jurisdiction.

The Contractor acknowledges that certain of the Confidential Information that may be provided to the Contractor or to which the Contractor may have access to, be required to use or which may be obtained in the course of providing the Product or in connection with this Agreement may contain personal information (as defined in the *Personal Information Protection and Electronic Documents Act (Canada)*, or applicable provincial privacy law, as amended from time to time) relating to individual tenants, employees or other persons ("**Personal Information**") (e.g. name, personal contact number, home address, government ID, age, gender, banking information etc.). Unless expressly provided in this Agreement, all Personal Information is under the control of the Purchaser, and the Contractor only receives or accesses the Personal Information on behalf of the Purchaser. In addition to the obligations set forth above, the Contractor agrees to:

- a) comply with all applicable privacy legislation (including decisions or orders of applicable Canadian federal or provincial privacy commissioners) and the privacy policy of the Purchaser or its affiliates, as amended from time to time, in relation to its collection, use, retention or disclosure, or to the transfer to or by it, of Personal Information;
- b) secure all files or records it maintains that contain Personal Information against loss, theft or access, use or disclosure not authorized by this Agreement – and will do so using at least the same degree of care it uses in maintaining the security and confidentiality of its own confidential information of comparable sensitivity and importance, but in no event with less care than is reasonable given the sensitive nature of such Personal Information;
- c) only retain Personal Information for so long as is reasonably necessary to complete the purposes for which the Personal Information was provided and as otherwise permitted by applicable law, unless otherwise specified by the Purchaser – and to return to Purchaser, or as directed by Purchaser, delete or destroy the Personal Information, in each case promptly upon the expiry of the foregoing retention period;
- d) immediately notify Purchaser's Privacy Officer by telephone, and thereafter provide prompt notice in writing, and provide its full co-operation to Purchaser in connection with any claim, inquiry, complaint, investigation or remedial action regarding the collection, storage, use or disclosure of Personal Information, or any actual or suspected instance of loss, theft, or unauthorized use or disclosure of Confidential Information (which, for greater certainty includes Personal Information) or other breach of this Appendix F (whether attributable to the Contractor, its personnel or any third party);

- e) only process the Personal Information in Canada, unless it has the prior written consent of the Purchaser to process the Personal Information in another jurisdiction;
- f) promptly notify the Purchaser in writing, upon request, of each location in which the Personal Information (a) is at the time of such request, and (b) may be located, during the course of the performance of this Agreement; and
- g) permit the Purchaser to review the Contractor's compliance with this Appendix F (including access to premises, information, records and personnel) on reasonable prior notice, and the Contractor shall ensure that it retains information necessary for the Contractor to demonstrate how it has complied with this Appendix F.

The Contractor further agrees to abide by any policies, procedures and protocols put in place by the Purchaser or between the Purchaser or its affiliates and the Contractor relating to Confidential Information, including to ensure the security of the Purchaser's and its affiliates' tenants and employees, protect the Purchaser's and its affiliates' physical assets, limit or restrict access to or transfer of Confidential Information, and ensure appropriate processing and destruction of Confidential Information. If the Contractor has questions about these obligations, the Contractor will contact the Purchaser.

If the Contractor believes that the disclosure of any Confidential Information is or is about to be required by applicable law, it shall notify the Purchaser of the circumstances and scope of the disclosure as soon as reasonably possible and as much in advance of the impending disclosure as possible, in order for the Purchaser to have the opportunity to prevent the disclosure of its Confidential Information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Contractor shall produce only that portion of the Confidential Information that it is required to disclose (as determined by the Contractor's legal counsel).

Notwithstanding the termination or expiry of this Agreement, the provisions of this Appendix F shall survive and remain in full force.