

**CANADA – MANITOBA**  
**CANADA STRATEGIC INFRASTRUCTURE FUND**  
**AGREEMENT FOR THE EXPANSION OF THE MANITOBA FLOODWAY**  
**2003-2004 / 2008-2009**

**SCHEDULE F – DISPOSAL OF ASSETS**

For the purposes of this Schedule, the expression "the Authority" means the Manitoba Floodway Expansion Authority Inc., or its successor that is a Crown corporation of the Province that is the latter's agent for the purpose of implementing this Agreement, or the Province.

*Disposal Of Assets*

- F.1 The Authority shall carry out the work set out in Table B.2 using conventional procurement, that is, by acting as general project manager and having the work carried out by a Third-Party.
- F.2 In the event that at any time during a period of twenty-five (25) years from the Date of Completion of a Project, the Authority sells, leases, encumbers or otherwise disposes of, directly or indirectly, such assets, constructed, rehabilitated or improved, in whole or in part with funds contributed by Canada under the terms of this Agreement, other than to Canada, the Province or a Crown corporation of the Province that is the latter's agent for the purpose of implementing this Agreement, the Authority hereby undertakes to reimburse Canada, on demand, a proportionate amount of the funds so contributed by Canada, in the proportion set forth herein below:

Where asset is sold, leased, encumbered or disposed of in:	Return of contribution (in current dollars)
Year 1 to 2 from Date of Completion	100%
Year 3 to 5       "       "       "	90%
Year 6 to 10     "       "       "	75%
Year 11 to 15   "       "       "	45%
Year 16 to 20   "       "       "	15%
Year 21 to 25   "       "       "	5%

- F.3 The Authority agrees to notify Canada in writing, one hundred eighty (180) days in advance and at any time during the twenty-five (25) years following the date when the Program concludes, if any facility constructed, restored or improved in whole or in part with federal funding under this Agreement is sold, charged or alienated in any way other than to Canada, the Province, or a Crown corporation of the Province that is the latter's agent for the purpose of implementing this Agreement.