

## SCHEDULE 18

### COMPLETION DOCUMENTS

#### 1. GENERAL

In this Schedule “certified” will mean that the relevant document is certified (for and on behalf of the relevant corporation or other entity and without personal liability) by an officer, director or authorized signatory of the relevant corporation or other entity as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate.

#### 2. DOCUMENTS TO BE DELIVERED BY PROJECT CO

Unless an original document is specifically referred to below, Project Co will deliver to the Authority a certified copy of each of the following documents in accordance with Section 2.2(b) of this Agreement:

- (a) an original of this Agreement executed by Project Co;
- (b) the agreement or agreements between the Partners and/or equity holders of Project Co relating to Project Co, including any agreement relating to the subscription of equity (or other funding) by such parties in Project Co or restrictions on the transfer of equity in Project Co, executed by the parties to such agreements;
- (c) the Senior Financing Agreements, executed by the parties to such agreements;
- (d) certification from Project Co that:
  - (1) the agreement or agreements referred to in item 2(b) are unconditional in accordance with their terms, accompanied by evidence of the same and that the subscriptions of equity (and other funding) under such agreement or agreements have been made, accompanied by evidence of the same;
  - (2) the Senior Financing Agreements are unconditional; and
  - (3) all conditions to the availability of funds to Project Co under the Senior Financing Agreements have been satisfied or waived, accompanied by evidence of the same;
- (e) the Lenders' Remedies Agreement, executed by the parties to such agreement (other than the Authority);
- (f) the Design-Build Agreement, executed by the parties to such agreement;
- (g) the Services Contract, executed by the parties to such agreement;
- (h) the following documents executed (unless otherwise stated herein) by the parties thereto:
  - (1) Design-Builder:

- (A) letter of credit as security for the Design-Builder's obligations; and
  - (B) guarantee from EllisDon Inc. (the "**DB Guarantor**") with respect to the Design-Build Agreement (the "**DB Guarantee**").
- (2) Service Provider:
- (A) guarantee from Johnson Controls Inc. (the "**Service Guarantor**") with respect to the Services Contract (the "**Service Provider Guarantee**").

In each case the performance and other security will provide for a novation or assignment to the Authority if, subject to the Senior Lenders' rights under the Lenders' Remedies Agreement, the Authority exercises its rights under the Design-Builder's Collateral Agreement or Service Provider's Collateral Agreement, as applicable;

- (i) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (j) an original of the opinion of counsel to the Design-Builder that Design-Builder exists, is extra-provincially registered in British Columbia, has the power and capacity to enter into Design-Build Agreement, the Interface Agreement (defined below) and the Design-Builder's Collateral Agreement and that such documents have been duly authorized, executed and delivered by Design-Builder, create valid and binding obligations, and are enforceable against Design-Builder in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Design-Builder, and will not require any authorization or consent of any governmental, all in a form acceptable to the Authority and its counsel, acting reasonably;
- (k) an original of the opinion of counsel to the DB Guarantor that DB Guarantor exists, has the power and capacity to enter into the Design-Builder Guarantee and that such documents have been duly authorized, executed and delivered by DB Guarantor, create valid and binding obligations, and are enforceable against DB Guarantor in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of DB Guarantor, and will not require any authorization or consent of any governmental authority, all in a form acceptable to the Authority and its counsel;
- (l) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (m) an original of the opinion of counsel to the Service Provider and the general partner of Service Provider that Service Provider and its general partner exist, are extra-provincially registered in British Columbia, that the general partner has the power and capacity both on its own behalf and on behalf of the Service Provider to enter into the Service Agreement, Service Provider Collateral Agreement, the Interface Agreement (defined below) and that such documents have been duly authorized, executed and delivered by the general partner of Service Provider on its own behalf and on behalf of the Service

Provider, create valid and binding obligations, and are enforceable against Service Provider and its general partner in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Service Provider or the general partner of Service Provider, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Authority and its counsel, acting reasonably;

- (n) an original of the opinion of counsel to the Service Guarantor that Service Guarantor exists, has the power and capacity to enter into the Service Guarantee and that such documents have been duly authorized, executed and delivered by Service Guarantor, create valid and binding obligations, and are enforceable against Service Guarantor in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Service Guarantor, and will not require any authorization or consent of any governmental authority, all in a form acceptable to the Authority and its counsel, acting reasonably;
- (o) an original of the interface agreement, executed by the parties to such agreement (other than the Authority) (the “**Interface Agreement**”);
- (p) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (q) a certificate of an officer of each Partner of Project Co, or, if any Partner is a limited partnership, the general partner of such limited partnership Partner, in its own capacity and in its capacity as a partner of Project Co, certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of such Partner or general partner of such Partner with respect to approval of Agreement;
  - (2) incumbency of the officers of such Partner or general partner of such Partner;
  - (3) the constating documents of each Partner and general partner any Partner that is a limited partnership;
  - (4) the partnership agreement for Project Co;
- (r) a certificate of an officer of each of the Design-Builder, and the DB Guarantor certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of the Design-Builder and the DB Guarantor;
  - (2) incumbency of the officers of the Design-Builder and the DB Guarantor;
  - (3) the constating documents of the Design-Builder and the DB Guarantor;

- (s) a certificate of an officer of each of the general partner of the Service Provider, in its own capacity and in its capacity as general partner of the Service Provider, and the Service Guarantor, certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of the general partner of the Service Provider and the Service Guarantor;
  - (2) incumbency of the officers of the Service Provider and the Service Guarantor;
  - (3) the constating documents of the Service Provider and the Service Guarantor;
  - (4) the partnership agreement for the Service Provider;
- (t) certificate of good standing for those Partners that are corporations, and any limited partnership Partner general partner, the general partner of the Service Provider, the Service Guarantor; the Design-Builder, and the DB Guarantor;
- (u) certified limited partnership report issued by the Ministry of Government Services (Ontario) for those Partners which are limited partnerships;
- (v) certified Business Names Report issued by the Ministry of Government Services (Ontario) for Project Co;
- (w) limited partnership report issued by the Ministry of Government Services (Ontario) for Service Provider;
- (x) statement of extra-provincial registration in British Columbia of the Partners of Project Co, the general partner of any Partners that are limited partnerships and Design Builder and Service Provider;
- (y) a copy of an insurance binder for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (z) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (aa) an original of the opinion from counsel to Project Co that Project Co and its Partners exist, are extra-provincially registered in British Columbia (if applicable), that the Partners, either on their own behalves or on behalf of Project Co, have the power and capacity to enter into this Agreement, the Senior Financing Agreements, the Lenders' Remedies Agreement, the Independent Certifier Agreement, the Design-Builder's Collateral Agreement and the Service Provider's Collateral Agreement and the Interface Agreement, and that such documents have been duly authorized, executed and delivered by the Partners, either on their own behalves or on behalf of Project Co, create valid and binding obligations, and are enforceable against the Partners and Project Co in accordance with their terms, and that the execution, delivery and performance of such

documents will not result in the contravention of any law, will not breach the constating documents of Project Co or its Partners, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Authority and its counsel, acting reasonably;

- (bb) a certificate from Project Co certifying Schedule 15 [Financial Model], and the electronic version of the same, are true and correct copies of the Financial Model;
- (cc) audit of the Financial Model; and
- (dd) such other documents as the parties may agree, each acting reasonably.

### 3. DOCUMENTS TO BE DELIVERED BY THE AUTHORITY

Unless an original document is specifically referred to below, the Authority will deliver to Project Co a certified copy of each of the following documents in accordance with Section 2.2(a) of this Agreement:

- (a) an original of this Agreement executed by the Authority;
- (b) an original copy of the Lenders' Remedies Agreement, executed by the Authority;
- (c) an original of the Design Builder's Collateral Agreement, executed by the Authority;
- (d) an original of the Service Provider's Collateral Agreement, executed by the Authority;
- (e) an original of the Independent Certifier Agreement, executed by the Authority;
- (f) a certificate of an officer of the Authority certifying true copies of the following:
  - (1) an authorizing resolution of the board of governors of the Authority;
  - (2) incumbency of the officers of the Authority;
  - (3) the by-laws of the board of governors of the Authority;
- (g) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (h) a copy of the letter from the Risk Management Branch of the Ministry of Finance, approving the indemnities given by the Authority in this Agreement;
- (i) an original of the Guarantee executed by the Minister of Finance of British Columbia;
- (j) an original of the approval by the Minister of Finance of British Columbia of the Guarantee pursuant to the *Guarantees and Indemnities Regulation*, B.C. Reg. 258/87, as amended;
- (k) an original of the opinion from the Ministry of the Attorney General for British Columbia that the Guarantee referred to in Section 3(i) above has been duly authorized, executed and delivered by the Minister of Finance and is enforceable in accordance with its terms,

such opinion to be in a form acceptable to Project Co and its counsel, acting reasonably and to be addressed, among others, to the Agent and the Senior Lenders;

- (l) a copy of an insurance binder for all policies required to be taken out by the Authority for the Construction Period in accordance with this Agreement;
- (m) an original of the opinion from counsel to the Authority that the Authority exists, has the power and capacity to enter into this Agreement, the Lenders' Remedies Agreement, the Independent Certifier Agreement, the Design-Builder's Collateral Agreement and the Service Provider's Collateral Agreement, and that such documents have been duly authorized, executed and delivered by the Authority, create valid and binding obligations, and are enforceable against the Authority in accordance with their terms, in a form acceptable to Project Co and its counsel, acting reasonably; and
- (n) such other documents as the parties may agree, each acting reasonably.