

**SCHEDULE 18
COMPLETION DOCUMENTS**

1. GENERAL

1.1 Certification

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

2.1 Project Co Escrow Documents

Unless an original document is specifically referred to below, Project Co will deliver to the Escrow Agent 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 Project Co;
- (b) the Equity Contribution Agreement and the Partnership Agreement;
- (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 2.1(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) [Not Used]
- (i) [Not Used]

- (j) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (k) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (l) [Not Used];
- (m) inter-party cooperation or co-ordination agreements between Material Contractors;
- (n) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (o) a certificate of an officer of each Partner of Project Co, on its own behalf and on behalf of Project Co, certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Partner;
 - (2) incumbency of the officers of the Partner;
 - (3) the constating documents of the Partner and Project Co;
- (p) certificate of good standing of the Partner;
- (q) evidence of registration of Project Co;
- (r) certificates of insurance for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (s) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (t) an original of the opinion from counsel to Project Co that Project Co and each of the Partners exist, 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 Collateral Agreement and the Service Provider Collateral Agreement and that such documents have been duly authorized, executed and delivered by Project Co, create valid and binding obligations, and are enforceable against Project Co in accordance with their terms, in a form acceptable to the Authority and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Project Co's counsel;
- (u) 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;
- (v) the audit of the financial model; and
- (w) such other documents as the parties may agree, each acting reasonably.

2.2 [Not Used]

3. DOCUMENTS TO BE DELIVERED BY THE AUTHORITY

3.1 Authority Escrow Documents

Unless an original document is specifically referred to below, the Authority will deliver to the Escrow Agent 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 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) [Not Used]
- (f) an original of the Independent Certifier Agreement, executed by the Authority;
- (g) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (h) an original of the letter from the Risk Management Branch of the Ministry of Finance, approving (without condition) 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 3.1(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;
- (l) an original of the approval from or on behalf of the Minister of Health Services pursuant to Section 48(1)(a) and 49(1) of the *Hospital Act*;
- (m) certificates of insurance for all policies required to be taken out by the Authority for the Construction Period in accordance with this Agreement;
- (n) 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 Collateral Agreement and the Service Provider 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 including originals of relevant certificates and other documents relied upon by the Authority's counsel; and

- (o) such other documents as the parties may agree, each acting reasonably.

3.2 [Not Used]