

SCHEDULE 18

COMPLETION DOCUMENTS

1. GENERAL

1.1 Certification

In this Schedule “certified” means 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, on the Effective Date Project Co will deliver a certified copy of each of the following documents:

- (a) an original of this Agreement executed by Project Co;
- (b) the agreement or agreements between the Partners of Project Co relating to Project Co, including the partnership agreement and any agreements relating to the subscription of equity (or other funding) by such parties 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 ISL Health (Victoria) GP Management Co. Ltd. as managing partner of 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) an original of 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) each Services Contract between Project Co and each Service Provider, executed by the parties to such agreement;

- (h) the following documents executed by the parties thereto:
 - (1) Design-Builder:
 - (A) the letters of credit as security for the Design-Builder's obligations;
 - (B) the guarantees from the parent companies of the Design-Builder with respect to the Design-Build Agreement;
 - (2) Service Providers:
 - (A) guarantees from the parent companies of each of the Service Providers with respect to the Services Contracts;

in each case the performance and other security will provide for a novation or assignment to the Authority if the Authority exercises its rights under the Design-Builder's Collateral Agreement or either of the Service Provider Collateral Agreements, 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 each Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (k) interface agreement between Project Co and the Material Contractors, executed by the parties to such agreement;
- (l) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (m) a certificate of an officer of each Partner of Project Co certifying true copies of the following:
 - (1) an authorizing resolution of such Partner of Project Co;
 - (2) incumbency of such Partner of Project Co;
 - (3) the constating documents of such partner of Project Co;
- (n) certificate of good standing of each Partner of Project Co;
- (o) certificate of Partnership Registration for Project Co;
- (p) cover notes for all insurance policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (q) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;

- (r) an original of the opinion from counsel to Project Co that Project Co and its 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 Agreements and the Insurance Trust 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;
- (s) 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; and
- (t) 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, on the Effective Date the Authority will deliver a certified copy of each of the following documents:

- (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 each 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 Authority;
 - (2) incumbency of the officers of the Authority;
 - (3) the by-laws of the Authority;
- (g) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (h) 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) 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;
- (l) an original of the approval from or on behalf of the Minister of Health pursuant to Section 48(1)(a) of the *Hospital Act*;
- (m) cover notes for all insurance 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's Collateral Agreement and each of the Service Provider Collateral Agreements and the Insurance Trust 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;
- (o) evidence of Treasury Board approval of the Project; and
- (p) such other documents as the parties may agree, each acting reasonably.