

SCHEDULE 5
INSURANCE REQUIREMENTS
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SCHEDULE 5

INSURANCE REQUIREMENTS

1. INTERPRETATION

1.1 Definitions

In this Schedule, in addition to the definitions set out in Schedule 1 to this Agreement:

“**Actual Coverage Amount**” has the meaning set out in Section 4.13 of this Schedule;

“**Construction CGL Policy**” has the meaning set out in Section 2.1 of this Schedule;

“**Construction Property Policy**” has the meaning set out in Section 2.2 of this Schedule;

“**Insuring Party**” has the meaning set out in Section 4.12 of this Schedule;

“**Lender Endorsements**” means the endorsements set out in Appendix 5A;

“**Non-Insuring Party**” has the meaning set out in Section 4.12 of this Schedule;

“**Notifying Party**” has the meaning set out in Section 4.13 of this Schedule;

“**Project Co Operating CGL Policy**” has the meaning set out in Section 3.1 of this Schedule;

“**Prudent Coverage Amount**” has the meaning set out in Section 4.13 of this Schedule.

2. CONSTRUCTION-RELATED INSURANCE REQUIREMENTS

2.1 Wrap-Up Liability Insurance

During the Construction Period the Province will take out, maintain in force, and extend or will cause to be taken out, maintained and extended, commercial general liability insurance on a wrap-up basis (the “**Construction CGL Policy**”) which will include the following terms:

- (a) coverage in an amount of not less than _____ inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and _____ in the aggregate for Completed Operations/Products;
- (b) a deductible not exceeding _____ per occurrence except with respect to bodily injury for which there will be no deductible;
- (c) include as named insureds, the Province, Project Co, the Landlord, the Project Contractors, Design firms (but excluding their professional liability) and all Sub-Contractors, but excluding suppliers whose only function is to supply or transport products to the Site, and not extending to any activities, works, jobs or undertakings of any of the insureds other than those directly related to the Design and Construction;
- (d) include Lender Endorsements substantially in the form set out in Appendix 5A, including, without limitation, naming the Senior Lenders as additional insureds;
- (e) contain a waiver of subrogation against all insureds under the policy; and

- (f) include coverage for:
- (1) premises and operations liability;
 - (2) products or completed operations liability;
 - (3) blanket contractual liability;
 - (4) cross liability/severability of interests;
 - (5) owners' and contractors' protective liability;
 - (6) contingent employer's liability;
 - (7) personal injury liability;
 - (8) shoring, blasting, excavating, underpinning, demolition, piledriving and caisson work, work below ground surface, tunnelling and grading, as applicable;
 - (9) liability with respect to non-owned licensed vehicles;
 - (10) broad form property damage;
 - (11) broad form completed operations for a period of _____ after Service Commencement;
 - (12) limited pollution liability including hostile fire, with a sublimit of _____ with reporting period;
 - (13) blanket tenants legal liability with a sublimit of _____ ;
 - (14) use of attached machinery;
 - (15) loading and unloading of automobiles;
 - (16) loss of use without damage to property;
 - (17) permission for unlicensed vehicles (partial road use);
 - (18) elevator and hoist collision liability;
 - (19) intentional injury committed to protect persons or property;
 - (20) watercraft (not in excess of 50 feet);
 - (21) voluntary medical payments (_____ per person), _____ in the aggregate;
 - (22) legal liability for damage to hired vehicles;
 - (23) legal defence costs;
 - (24) bodily injury or property damage resulting directly or indirectly from radioactive isotopes (away from a nuclear facility) which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial use;

- (25) forest fire fighting expenses with a sublimit of _____ ; and
- (26) employee benefits administrative errors and omissions with a sublimit of _____

2.2 Course of Construction Coverage

During the Construction Period the Province will take out, maintain in force and extend, or will cause to be taken out, maintained and extended, course of construction insurance against "All Risks" of physical loss or damage (the "**Construction Property Policy**") covering all materials, property, structures and equipment purchased for, entering into or forming part of the Facility including all Design and Construction, while located anywhere within Canada or the United States of America during construction, erection, installation and testing of the Facility which will include the following terms:

- (a) coverage in an amount of not less than the replacement value of the Facility determined at the time of replacement with the following sublimits:
 - (1) for property insured under the policy and stored at an off Site location or in transit in Canada or the United States of America, a limit of not less than the total of all values stored at any single location, or the value of the largest single shipment to be transported by land to the Site if such transport by land is not covered by marine cargo insurance;
 - (2) the full replacement value of all material and equipment forming part of the Facility during Construction;
 - (3) professional fees to establish quantum of any covered loss, _____ , any one accident or occurrence;
 - (4) fire fighting expense, _____ ;
 - (5) debris removal and clean up, _____ ;
 - (6) expediting expense _____ ;
 - (7) extra expense, _____ ;
 - (8) immediate repairs, _____ ;
 - (9) testing and commissioning, _____ , any one item; and
 - (10) first party pollution/contaminant clean up _____ sublimit);
- (b) include coverage for:
 - (1) off premises service interruption;
 - (2) soft costs, having a waiting period of 30 days in respect of the Facility;
 - (3) margin of profit;
 - (4) damage resulting from frost/freezing to concrete;
 - (5) interruption by civil authority or apparent civil authority;

- (6) escalation ;
 - (7) underground services, temporary buildings and structures, temporary boilers and pressure vessels, scaffolding, false work, forms, hoardings, excavation, site preparation, landscaping and similar work;
 - (8) electronic data processing equipment and media, including the cost to restore or recreate data;
 - (9) valuable papers;
 - (10) accounts receivable;
 - (11) unintentional errors and omissions;
 - (12) breach of conditions;
 - (13) prevention of ingress or egress;
 - (14) costs of demolition and the increased cost to repair or replace resulting from the application of bylaws or ordinances;
 - (15) no exclusion of loss or damage caused by electrical or mechanical breakdown; and
 - (16) no coinsurance clause or margin clause;
- (c) deductibles, per occurrence, not exceeding the following amounts and if more than one deductible applies, the highest one will apply:
- (1) for floods, ;
 - (2) for testing and commissioning, ;
 - (3) for earthquakes, the greater of or of the total insured value of the Facility at the time of the loss; and
 - (4) for all other insured perils,
- (d) include, as named insureds, the Province, Project Co, the Landlord, the Project Contractors and all Sub-Contractors, as their interests may appear, and not extending to any activities, works, jobs or undertakings of any of the insureds other than those directly related to the Design and Construction;
- (e) include Lender Endorsements substantially in the form set out in Appendix 5A, including, without limitation, naming the Senior Lenders as additional insureds and loss payee, and with respect to the delay in start-up coverage referred to in Section 2.2(f), name Project Co and the Senior Lenders as the exclusive loss payees;
- (f) delay in start-up coverage:
- (1) in an amount sufficient to compensate Project Co for additional capital payments, additional interest for the extension of financing necessary for the completion of the project, legal and accounting expenses, property taxes, insurance premiums, building permits and other miscellaneous costs, various incurred fees, fixed

operational and maintenance expenses, additional commissions, advertising, margin of profit of Project Co, caused by the delay in Service Commencement resulting from any of the perils insured against under the Construction Property Policy;

- (2) having an indemnity period of not less than _____ in respect of the Facility;
 - (3) having a waiting period of 30 days in respect of the Facility;
 - (4) having a limit of _____ in respect of the Facility; and
 - (5) including only Project Co and the Senior Lenders as named insureds;
- (g) exclusion for contractor's equipment of any description, except scaffolding, formwork, falsework and hoarding;
- (h) permit use and occupancy of the incomplete Facility by Project Co, the Project Contractors, the Sub-Contractors and the Province prior to the Service Commencement Date for:
- (1) construction purposes;
 - (2) office purposes;
 - (3) installing, testing and commissioning or storing of equipment or machinery; and
 - (4) staff orientation and training; and
- (i) contain a waiver of subrogation against all protected entities (including those set out in Section 2.2(h) of this Schedule, except where a loss is caused by or resulting from any error in Design or any other professional error or omission.

2.3 Other Construction Period Coverage

During the Construction Period, Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed with respect to Design and Construction for the Facility:

- (a) automobile liability insurance which will include the following terms:
 - (1) coverage in an amount of not less than _____ inclusive per occurrence;
 - (2) coverage for Project Co, the Project Contractors and all Sub-Contractors, which coverage is not required to be in a single policy; and
 - (3) include coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of any automobile used in connection with the Project;
- (b) if aircraft or watercraft are used in connection with the Project and except to the extent covered under the Construction CGL Policy, aircraft and watercraft (including owned and non-owned) liability insurance for bodily injury, death and damage to property including loss of use thereof and including aircraft passenger hazard if applicable which will include the following terms:
 - (1) coverage in an amount of not less than _____ inclusive per occurrence;

- (2) coverage for Project Co, the Project Contractors and all Sub-Contractors;
 - (3) include the Province as an additional insured;
 - (4) contain a waiver of subrogation against the Province; and
 - (5) a deductible not exceeding an amount acceptable to the Province, acting reasonably;
- (c) if ocean marine cargo is used to transport any of the materials, equipment or property supplied under or used during the Project and which are critical to achieve Service Commencement, marine cargo insurance, covering all such materials, equipment and other property, which will include the following terms:
- (1) coverage in an amount not less than the full replacement value of the shipment;
 - (2) coverage for Project Co, the Project Contractors and all Sub-Contractors;
 - (3) include the Province as an additional named insured;
 - (4) subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extensions, and including transit and storage where applicable;
 - (5) if an entire vessel is chartered for shipping materials, equipment or property then charterer's liability insurance will also be provided in amounts sufficient to protect and indemnify the Province, Project Co, the Project Contractors and all Sub-Contractors from and against all liability arising out of the chartering of such vessel; and
 - (6) a deductible not exceeding an amount acceptable to the Province, acting reasonably;
- (d) "All Risks" insurance covering all construction equipment owned, leased or rented by Project Co, the Project Contractors or any Sub-Contractor for use during the Construction or for which any of them may be responsible which will include the following terms:
- (1) coverage in an amount of not less than actual cash value of such equipment;
 - (2) coverage for Project Co, the Project Contractors and all Sub-Contractors;
 - (3) contain a waiver of subrogation against the Province; and
 - (4) a deductible not exceeding an amount acceptable to the Province, acting reasonably; and
- (e) workers' compensation insurance in accordance with Schedule 2 [Design and Construction Protocols].

3. OPERATION AND MAINTENANCE-RELATED INSURANCE REQUIREMENTS

3.1 Project Co Commercial Liability Policy

During the Operating Period Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed, comprehensive general liability insurance in relation to the Project (the "**Project Co Operating CGL Policy**") which will include the following terms:

- (a) coverage in an amount of not less than _____ inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and in the aggregate with respect to products and completed operations;
- (b) a deductible not exceeding _____ per occurrence other than for bodily or personal injury for which there will be _____ ;
- (c) include as named insureds, the Province, Project Co, the Landlord and the Service Provider but excluding suppliers whose only function is to supply or transport products to the Site, and not extending to any activities, works, jobs or undertakings of any of the insureds other than those directly related to the Services;
- (d) include Lender Endorsements substantially in the form set out in Appendix 5A, including, without limitation, naming the Senior Lenders and the Province as additional insureds;
- (e) contain a waiver of subrogation against the Province and the named insureds identified under Section 3.1(c) of this Schedule;
- (f) include coverage for:
 - (1) products and completed operations liability;
 - (2) blanket written contractual liability;
 - (3) protective liability;
 - (4) contingent employer's liability;
 - (5) personal injury liability;
 - (6) non-owned automobile liability;
 - (7) sudden and accidental pollution;
 - (8) cross liability/severability of interests;
 - (9) employees and volunteers as additional insureds;
 - (10) broad form property damage; and
 - (11) legal defence costs.

3.2 Other Operating Period Coverage

During the Operating Period Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed:

- (a) workers' compensation insurance coverage for all employees of Project Co, the Service Provider and any Sub-Contractor engaged in the performance of the Services, in accordance with Laws and the requirements of any Governmental Authority; and
- (b) during the Operating Period when construction, rehabilitation or major repair work is being carried out by or on behalf of Project Co as part of the Services under this Agreement and the risks associated with such work are not insured by the insurance described in the policies described in Section 2 or Section 3 of this Schedule Project Co

will, subject to Section 2 of this Schedule, take out, maintain in force and renew or will cause to be taken out, maintained and renewed such of the insurance described in Section 2 or Section 3 of this Schedule in such amounts, as a prudent owner would reasonably require, as determined by the Province acting reasonably, at least 10 Business Days before the commencement of the applicable period during which the insurance is required. To the extent such work is undertaken pursuant to a Change Certificate and such work is not covered in the policies described in Section 2 or Section 3 of this Schedule, the Change Certificate for such work will include such insurance coverage as the Province, acting reasonably, considers necessary in the circumstances.

4. GENERAL INSURANCE PROVISIONS

4.1 Insurance Representative

Before commencing any Construction Project Co will appoint an insurance representative who will communicate with the Province and keep the Province advised of all material matters of insurance, including claims, possible claims and policy changes or amendments. Project Co will at all times maintain such a representative throughout the Term. Such representative will be an individual located in Canada and Project Co will advise the Province promptly of any change in such representative during the Term.

4.2 Insurers and Terms of Policies

Each of Project Co and the Province will ensure that all policies for the insurance they are respectively required to or will obtain pursuant to this Schedule are obtained and maintained with Qualified Insurers licensed in Canada and, subject to this Schedule, are in such forms and contain such terms and conditions which are equal to or better than those that would be obtained by prudent owners and operators of projects of similar scope and magnitude to the Project and, in addition to the required inclusions or permitted exclusions for each policy specifically described in this Schedule, include such other inclusions and exclusions as such prudent owner or operator would require or permit.

4.3 Additional Insurance

None of the insurance coverage amounts or sublimits specified in this Schedule limit the liability of Project Co with respect to any obligations of Project Co to the Province arising under this Agreement. Project Co will obtain and maintain, or cause to be obtained and maintained, at its cost, all such other policies of insurance required by Law or which Project Co deems necessary having regard for the policies of insurance which prudent owners and operators of projects of similar scope and magnitude to the Project would maintain and obtain, or cause to be obtained and maintained, including:

- (a) directors and officers liability and corporate indemnification insurance; and
- (b) professional errors and omissions insurance covering professional error and omissions for which Project Co, the Design-Builder or any Design Professionals may be liable in connection with the Project.

4.4 Particular Requirements of Policies

Without limiting the generality of this Schedule and the provisions of Section 6 (Insurance, Damage and Destruction) of this Agreement:

- (a) each commercial policy of insurance (other than those specified in Sections 2.3(a), 2.3(b), 2.3(d), 2.3(e), 3.2 and 4.3 of this Schedule) required under this Agreement will:
 - (1) bear an endorsement to the effect that the insurer will not effect any adverse material change or amendment to the policy or any cancellation of the policy

without first giving at least 30 days prior written notice by registered mail to the Province and each of the other named insureds and loss payees, provided that the Construction CGL Policy and the Construction Property Policy will each bear an endorsement providing that the policy is non-cancellable by the insurer except for the following:

- (A) non payment of the premium;
- (B) bankruptcy or insolvency of the named insured;
- (C) termination of the Project prior to the expiry date of the policy (termination does not refer to the early completion of the Project); or
- (D) indefinite suspension of the Project;

and the Construction CGL Policy and the Construction Policy will each bear an endorsement providing that the insurers will not effect any material adverse change to either such policy;

- (2) contain an endorsement to the effect that the policy (other than the policies set out in Section 2.3 of this Schedule) will not be invalidated and coverage thereunder will not be denied to any insureds by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policy other than as a result of a negligent act, misrepresentation or omission of such insured; and
 - (3) be primary and not require the sharing of any loss by any insurer of the Province or any other named insured;
- (b) each commercial policy of liability insurance (other than those specified in Sections 2.3(a), 2.3(b), 2.3(d), 2.3(e), 3.2 and 4.3 of this Schedule) required under this Agreement will contain a cross liability and severability of interests endorsement to the effect that Project Co and the Province and the other insureds will each be entitled to indemnification under such policy as if each were alone insured under such policy and notwithstanding that the claim in respect of which indemnification is sought is made by any other insured; and
 - (c) each policy of property insurance required under this Agreement must be on a stated amount co-insurance basis, other than:
 - (1) the contractor's equipment insurance described in Section 2.3(d) of this Schedule; and
 - (2) the Construction Property Policy.

4.5 Evidence of Insurance

In respect of those policies of insurance required to be maintained by:

- (a) Project Co pursuant to this Schedule, upon the issue of and upon every renewal of each such policy, and otherwise upon request by the Province, Project Co will deliver to the Province a certificate of insurance or certified copy of each such policy or other satisfactory evidence of adequate insurance; and

- (b) the Province, upon the issue of and upon every renewal or extension, as applicable, of each such policy, and otherwise upon request by Project Co, the Province will deliver to Project Co a certificate of insurance or certified copy of each such policy or other satisfactory evidence of adequate insurance.

On request, the party responsible for obtaining any policy of insurance required under this Schedule will provide to the other party a certified copy of such policy within a reasonable period of such request.

No review or approval of any insurance certificate or insurance policy by either party will derogate from or diminish such party's rights under this Agreement.

4.6 Claims

Project Co will:

- (a) maintain a written register of all claims and incidents that might reasonably result in a claim under any of the policies of insurance required by this Agreement and will allow the Province to inspect such register at any time; and
- (b) notify the Province and provide full particulars of any incident giving rise to a claim:
 - (1) within five Business Days after making any claim under any of the policies for the insurance required by this Agreement where the value of the claim exceeds \$10,000; or
 - (2) immediately:
 - (A) after any Property Loss; and
 - (B) after any claim (regardless of the value of the claim) involving personal injury or death, accompanied by full particulars of the incident giving rise to the claim.

4.7 Insurance Trust

The parties agree to enter into the Insurance Trust Agreement in the form attached as Appendix 5B [Insurance Trust Agreement].

4.8 Project Co Deductibles

Subject to Section 4.9 of this Schedule, Project Co will be responsible for the deductible portion of, or waiting period for, any claim made on any policy of insurance described in this Schedule.

4.9 Province Deductibles

The Province will be responsible for the deductible portion of, or waiting period for, any claim made on the policies of insurance described in this Schedule in respect of any:

- (a) earthquake or flood, except to the extent that the flood or the flood damage is caused by, attributable to or increased by the actions or inactions of Project Co or any Project Co Person; or
- (b) Compensation Event.

4.10 No Indemnification for Insured Claims

Project Co will not be entitled to claim compensation, indemnification or reimbursement from the Province under this Agreement to the extent that Project Co:

- (a) is entitled to recover any such amounts under any insurance in force at the time of loss; or
- (b) would have been entitled to recover any such amounts under any insurance if it had complied with its obligation to take out and maintain, or cause to be taken out and maintained, insurance in accordance with this Agreement.

4.11 Compliance

- (a) Project Co will comply with the terms, conditions and requirements of all policies for the insurance required by this Schedule and will not do or omit to do, or permit to be done or omitted by any Project Co Person, anything on or with respect to the Facility or the Lands that could reasonably be expected to result in the cancellation of any insurance described in this Schedule, or that would reasonably be expected to entitle any insurer to refuse to pay any claim under the policy for any such insurance.
- (b) The Province will not do, or permit to be done by any Province Person, anything on or with respect to the Facility or the Lands that could reasonably be expected to result in the cancellation of any insurance described in this Schedule, or that would entitle any insurer to refuse to pay any claim under the policy for any such insurance.
- (c) The Province and Project Co will, and Project Co will cause the Project Contractors and the Sub-Contractors to:
 - (1) comply with all insurance policy warranties made known to them; and
 - (2) take any and all special precautions necessary to prevent fires occurring in or about the Facility as required by the terms of the Construction Property Policy.

4.12 Failure to Insure

Subject to Section 6.15 (Consequences of Risks Becoming Uninsurable), if either party (the “**Non-Insuring Party**”) fails or refuses to obtain or maintain in force any insurance required to be effected by it under this Schedule, or to provide evidence of such insurance and renewals in relation thereto as and when required and in accordance with this Schedule, the other party (the “**Insuring Party**”) will, without prejudice to any of its other rights under this Agreement or otherwise, have the right itself to procure such insurance, in which event any amounts paid by the Insuring Party for that purpose together with all reasonable costs incurred by the Insuring Party in procuring such insurance will become due and payable by the Non-Insuring Party to the Insuring Party.

4.13 Increase in Amount of Coverage

The Province and Project Co will ensure that, throughout the Operating Period, the amounts of coverage in respect of the policies of insurance required to be obtained and kept in force under Section 3 of this Schedule are not less than the greater of the amounts:

- (a) specified in Section 3 of this Schedule; and

- (b) of coverage that would be obtained from time to time by prudent owners and operators of projects of similar scope and magnitude as the Project in respect of such policies of insurance,

(each a "**Prudent Coverage Amount**").

If, at any time, a party (the "**Notifying Party**") determines that the amount of coverage then in effect (the "**Actual Coverage Amount**") in respect of any commercial policy of insurance required to be obtained and kept in force by a party under Section 3 of this Schedule, as applicable, is or will be less than the Prudent Coverage Amount, the Notifying Party will notify the other party in writing of such determination and, if both parties agree, or it is determined under the Dispute Resolution Procedure, that the Actual Coverage Amount is or will be less than the Prudent Coverage Amount, the party responsible for effecting and maintaining such policy of insurance will forthwith cause the amount of coverage in respect thereof to be increased to an amount equal to at least the Prudent Coverage Amount.

4.14 Project Contractors and Sub-Contractors

Project Co will determine the applicable insurance coverage to be obtained by Project Contractors and Sub-Contractors provided that such insurance coverages will be consistent with insurance that prudent sub-contractors would be required to maintain for projects of similar scope and magnitude to the Project.

5. INSURANCE PAYMENT

5.1 Project Co Premiums

Project Co will pay all premiums payable under the following policies of insurance required to be maintained pursuant to this Schedule:

- (a) those described in Section 2.3 (Other Construction Period Coverage) of this Schedule, subject to Section 5.3 (Increases in Premiums) of this Schedule;
- (b) those described in Section 3 (Operation And Maintenance-Related Insurance Requirements) of this Schedule; and
- (c) any other policies of insurance obtained by Project Co pursuant to Section 4.3 (Additional Insurance) of this Schedule.

5.2 Province Premiums

The Province will pay all premiums under the policies of insurance described in this Schedule other than those set out in Section 5.1.

For any policy of insurance which Project Co is responsible for obtaining and the Province is responsible for paying the premium under this Schedule, Project Co will include with its invoice to the Province for the Payment Period in which the premiums for such policies become payable by Project Co, a copy of the premium invoice (including all applicable Taxes and reasonable brokerage commissions) from the respective insurance broker together with all other relevant documentation which the Province may reasonably require and the Province will pay such amount concurrently with the payment due to Project Co in accordance with Section 8 of Schedule 8 [Payments].

5.3 Increases in Premiums

If and to the extent any increase in the amount of any premium payable in respect of any policy of insurance the premium for which is to be paid by the Province pursuant to Section 5.2 of this Schedule is

reasonably attributable to the acts or omissions of Project Co or any Project Co Person, Project Co will pay the amount of any such increase.

APPENDIX 5A

LENDER ENDORSEMENTS

With respect to any policy of insurance noted in Schedule 5 as requiring these Lender Endorsements, Project Co and the Province will use all reasonable efforts to have the underwriters of such policies include terms and endorsements substantially similar to those set out in this Appendix 5A with such changes and amendments as may reasonably be required in the context of the coverage provided under, and the wording contained in, each such policy.

Notwithstanding any other provision of this Policy, the following endorsement shall apply:

Section I: Definitions

1. In this endorsement:

Finance Parties has the meaning set out in the Note Indenture;

Indenture Trustee means AST Trust Company (Canada);

Insurance Trust Account has the meaning set out in the Note Indenture;

Insurance Trustee means AST Trust Company (Canada);

Insured means those parties so described in the policy declarations;

Insurers means the insurer or insurers underwriting this insurance policy;

Note Indenture the note indenture dated May 30, 2018 between Project Co, the General Partners and the indenture trustee, as amended or replaced from time to time;

Project means the project described in the declarations to this Policy;

Project Co means Plenary Justice Abbotsford Limited Partnership;

Province means Her Majesty the Queen in Right of the Province of British Columbia, as represented, collectively, by the Minister of Technology, Innovation and Citizens' Services and the Attorney General and Minister of Justice; and

Senior Lenders means the Senior Noteholders as defined in the Note Indenture.

Section II: Policy formation/basis

2. Separate Policy

All the provisions of this Policy (except for those relating to limits of liability) shall operate as if there were a separate policy covering each Insured. Accordingly, the liability of the Insurers under this Policy to any one of the Insured shall not be conditional upon the due observance and fulfilment of any other Insured of the terms of this Policy and of any duties imposed upon it relating thereto and shall not be affected by any failure in such observance or fulfilment of any such other Insured.

3. Interest of the Finance Parties and the Province

3.1 The Insurers acknowledge that the Finance Parties and (in respect of third party liabilities) their respective officers, directors, employees, secondees and assigns are each additional insureds under this Policy and that the premium specified in this Policy provides consideration for their being insured parties.

3.2 The Insurers acknowledge that the Province and (in respect of third party liabilities) its officers, directors, employees, secondees and assigns are each additional insureds under the sections of this Policy relating to property damage and third party liability risks and that the premium specified in this Policy provides consideration for their being insured parties.

4. Liability for premium

Neither the Indenture Trustee, nor the Finance Parties shall be liable for the payment of any premium under this Policy although they may choose to pay the premium.

5. Disclosure

5.1 The Finance Parties shall have no duty of disclosure to Insurers in relation to the Policy.

5.2 The Insurers acknowledge to the Finance Parties alone that (i) they have received adequate information in order to evaluate the risk of insuring Project Co in respect of the risks hereby insured on the assumption that such information is not materially misleading, (ii) there is no information which has been relied on or is required by Insurers in respect of their decision to co-insure the Finance Parties or their directors, officers, employees or agents, and (iii) in agreeing to enter into this Policy, they have not relied upon or taken into account any information supplied to them by any Finance Party. The acknowledgements provided by the Insurers in this clause 5.2 shall have no effect on any rights that Insurers might have had under or in relation to the Policy against any party (including Project Co) other than the Finance Parties and the Indenture Trustee in the absence of such acknowledgements.

5.3 Non-disclosure or misrepresentation by one Insured shall not be attributable to any other Insured who did not actively participate in that non-disclosure or misrepresentation. Without prejudice to the protections afforded to the Insured by this endorsement, no one Insured represents or warrants the adequacy or accuracy of any information provided or representation made by or on behalf of any other Insured.

Section III: Rights to avoid/cancel or change Policy terms

6. Non-vitiation

- 6.1 The Insurers undertake to each Insured that the Policy will not be invalidated as regards the rights and interests of such Insured and that the Insurers will not seek to avoid any liability under this Policy because of any act, neglect, error or omission made by any other Insured, including any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured or any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the policy.
- 6.2 The Insurers agree that no Insured shall be penalised or prejudiced in any way by any unintentional or inadvertent misrepresentation, non-disclosure, want of due diligence or breach of any declaration, terms, condition or warranty of this Policy (together “the **Relevant Matter**”), but that this shall not apply as regards the individual Insured responsible for the Relevant Matter if that Insured fails to notify the Insurers or the brokers through whom the Policy was placed as soon as reasonably practicable after the management or managers of that Insured become aware or are made aware of the Relevant Matter.

7. Cancellation

- 7.1 The Insurers agree that they shall not seek to cancel or suspend the construction phases of this insurance except: for non payment of premium;
- 7.2 The Insurers shall promptly notify the Indenture Trustee, and the Province in writing of any default in the payment of premium and shall give the the Indenture Trustee, and the Province at least 30 days notice in writing before voiding this Policy for non-payment of premium, in order to give an opportunity for that premium to be paid within the notice period.

8. Changes in cover

The Insurers shall give the Indenture Trustee and the Province at least 30 days notice in writing before any reduction in cover or increase in excess or deductible under this Policy takes effect. Nothing in this clause shall give the Insurers any right which they do not otherwise have to reduce cover or increase any excess or deductible under this Policy.

9. Amendments to Endorsement

During the term of this Policy, the provisions of this endorsement may only be amended by written agreement between Project Co, the Insurers and the Indenture Trustee, such amendment to be endorsed on the Policy.

Section IV: Claims

10. Notice of claims

- 10.1 Notice of claim by the Province or the Finance Parties or any other party entitled to indemnity under the Policy shall, in the absence of manifest error, be accepted by Insurers as a valid notification of claim on behalf of all other Insureds subject to the full terms of the Policy.

11. Claim Payments/Loss Payee

Payments made in accordance with this Clause 11 shall, to the extent of the payment, discharge the Insurers' liability to pay Project Co or any other Insured.

11.1 In respect of property and boiler and machinery risks only

All claim payments or return premium shall be paid into the Insurance Trust Account or to such other account as the Indenture Trustee and the Province may specify in writing.

11.2 In respect of the insurance under this Policy of third party liability risks only

All claim payments in respect of a third party liability shall be paid to person(s) whose claim(s) constitute the risk or liability insured against except in the case where the Insured has properly discharged its liability to such person(s), in which case the claim payment shall be paid to Insurance Trust Account or such account as the Indenture Trustee and the Province direct in writing.

Any return premiums shall be paid to Insurance Trust Account or such other account as the Indenture Trustee and the Province direct in writing.

11.3 In respect of the insurance under this Policy of loss of revenue risks only

All claim payments or return premiums shall be paid to Insurance Trust Account or such other account as the Indenture Trustee and the Province direct in writing.

12. Waiver of subrogation

The Insurers waive all rights of subrogation howsoever arising which they may have or acquire against any Insured described within the appropriate Schedules arising out of any occurrence in respect of which any claim is admitted and is insured hereunder for the benefit of such Insured except against any:

- (i) such Insured (or officer, director, employee, agent or assign) who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition; or
- (ii) consultant or equivalent professional party to the extent that their professional errors, omissions or activities not covered by this Policy have caused or contributed to a loss covered under this Policy; or
- (iii) supplier or manufacturer to the extent that their errors, omissions or activities not covered by this Policy have caused or contributed to a loss covered under this Policy; or
- (iv) such Insured to the extent that they are entitled to recover in respect of a loss under cover falling within Sections 13(a) to 13(e) below (or would be so insured if cover in the terms set out in this Policy had not been taken out).

13. Primary insurance

The Insurers agree that this insurance provides the primary cover for risks insured under this Policy. In the event that any risk insured under this Policy is also insured under any other policy of insurance effected by any Insured, the Insurers agree to indemnify the Insured as if such other policy of insurance did not exist except in respect of:

- (a) excess layers of third party cover effected specifically for the Project;
- (b) any third party liability claim against the Insured which exceeds the applicable limit of indemnity under this Policy, in which case the liability of the Insurers for additional legal costs and expenses shall be limited to the proportion that the applicable limit of indemnity bears to the total claim against the Insured;
- (c) any claim under this Policy to which a Marine 50/50 Clause applies, if any;
- (d) any claim made under a Contingent Motor Liability extension to this Policy, if any; or
- (e) any claim relating to a loss which is insured against (or would be insured but for a double insurance provision or similar or the application of a deductible) under:
 - (i) any other policy specifically effected for the construction or operational phase(s) of the Project; or
 - (ii) a latent or inherent defects policy or engineering or mechanical breakdown policy specifically effected for the Project;
 or a related business interruption insurance policy.

Section V: Miscellaneous

14. Notice of Security Interest

The Insurers acknowledge that by an assignment contained in a general security agreement dated on or about May 30, 2018 (the “**Assignment**”), Project Co assigned by way of security to the Finance Parties all benefits and rights in respect of this insurance and all claims and returns of premiums in respect thereof to which the Insured is or may at a future time become entitled. The Insurers confirm that they have not been notified of any other assignment of or security interest in Project Co’s interest in this insurance. The Province, Project Co and the Indenture Trustee agree that this endorsement and the Insurance Trust Agreement shall take priority over any such assignment.

15. Notice

15.1 All notices or other communications under or in connection with the Policy will be given by post and, if a fax number is provided, by fax. Any such notice given by Insurers will be deemed to be given on the earlier of:

- 15.1.1 if by fax, when transmitted but only if the sender's fax machine confirms successful transmission; and

15.1.2 if by post, within seven business days of release from the relevant Insurer's office.

15.2 The address and fax number of the Indenture Trustee for all notices under or in connection with the Policy are those notified from time to time by the Finance Parties for this purpose to the insurance broker at the relevant time. The initial address and fax number of the Indenture Trustee is as follows:

Address: AST Trust Company (Canada)
2001, boul. Robert-Bourassa, Bureau 1600
Montreal, QC H3A 2A6

Fax No: 514-285-8846
Attention: Marta Recinos, Corporate Trust Officer

15.3 The address of the Province for all notices under or in connection with the Policy are those notified from time to time by the Province for this purpose to the insurance broker at the relevant time. The initial address of the Province is as follows:

Address: Ministry of Citizen's Services
PO Box 9412, 4000 Seymour Place
Victoria BC V8W9V1

Attention: Sunny Dhaliwal

16. Governing law & Jurisdiction

The Policy shall be governed and interpreted in accordance with the Law of British Columbia.

This endorsement overrides any conflicting provision in this Policy

APPENDIX 5B

INSURANCE TRUST AGREEMENT