

## 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) [Document Deliveries] of this Agreement:

- (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 between the partners and any agreement 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 Project Co that:
  - (1) the agreement or agreements referred to in item 2(b) [Documents to be Delivered by Project Co] 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 by the parties thereto:

- (1) Design-Builder:
  - (A) performance bond in relation to the Design-Build Agreement;
  - (B) letter of credit as security for the Design-Builder's obligations; and
  - (C) guarantee from the Design-Builder's parent with respect to the Design-Build Agreement;
- (2) Service Provider:
  - (A) guarantee from parent with respect to the Services Contract;

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 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 in respect of the Design-Build Agreement and the Design-Builder's Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (k) an original of the opinion of counsel to the parent of the Design-Builder in respect of the guarantee given in support of the Design-Build Agreement such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (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 in respect of the Services Contract and the Service Provider's Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (n) an original of the opinion of counsel to the parent of the Service Provider in respect of the guarantee given in support of the Services Contract, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (o) the Coordination Agreement, executed by the parties to such 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 Brookfield Infrastructure Surrey Holdings Limited certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of Brookfield Infrastructure Surrey Holdings Limited and the board of Project Co;

- (2) incumbency of the officers of Brookfield Infrastructure Surrey Holdings Limited;
  - (3) the constating documents of Brookfield Infrastructure Surrey Holdings Limited and Project Co;
- (r) a certificate of an officer of Brookfield Infrastructure Surrey Holdings (Subco) Limited certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of Brookfield Infrastructure Surrey Holdings (Subco) Limited and the board of Project Co;
  - (2) incumbency of the officers of Brookfield Infrastructure Surrey Holdings (Subco) Limited;
  - (3) the constating documents of Brookfield Infrastructure Surrey Holdings (Subco) Limited and Project Co;
- (s) a certificate of an officer of FEP Surrey GP Inc. certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of FEP Surrey GP Inc., in its own capacity and in its capacity as the general partner of FEP Surrey Limited Partnership, and the board of Project Co;
  - (2) incumbency of the officers of FEP Surrey GP Inc.;
  - (3) the constating documents of FEP Surrey GP Inc., FEP Surrey Limited Partnership and Project Co;
- (t) a certificate of an officer of the Service Provider and the parent company of the Service Provider certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of the Service Provider and its parent company;
  - (2) incumbency of the officers of the Service Provider and its parent company;
  - (3) the constating documents of the Service Provider and its parent company;
- (u) certificate of good standing for each of:
- (1) Brookfield Infrastructure Surrey Holdings Limited;
  - (2) Brookfield Infrastructure Surrey Holdings (Subco) Limited;
- (v) letter of certification for FEP Surrey Limited Partnership;
- (w) letter of registration of general partnership for Project Co;
- (x) a copy of an insurance certificate for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;

- (y) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (z) an original of the opinion from counsel to Project Co that Project Co and each of 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 Agreement and other relevant agreements and documents, 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;
- (aa) 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;
- (bb) audit of the Financial Model; and
- (cc) 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) [Document Deliveries] 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) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (g) 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;
- (h) a copy of an insurance certificate for all policies required to be taken out by the Authority for the Construction Period in accordance with this Agreement;
- (i) such other documents as the parties may agree, each acting reasonably.