

**EXHIBIT D-1**

**TO NORTHERN HEALTH AUTHORITY FUNDING AGREEMENT**

**FORM OF PROJECT CO'S CLOSING CERTIFICATE**

**ISL HEALTH (FSJ) GENERAL PARTNERSHIP**

a British Columbia general partnership

("Project Co")

**CLOSING CERTIFICATE**

July 16, 2009

**TO: NORTHERN HEALTH AUTHORITY**

This Closing Certificate is being delivered pursuant to Section 4.1 of the Northern Health Authority Funding Agreement, dated as of July 16, 2009 (the "**NHA Funding Agreement**"), between Project Co and the Northern Health Authority. All capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the NHA Funding Agreement.

On behalf of ▼, in its capacity as ▼ partner of Project Co and for and on behalf of and in the name of Project Co, I ●, being a ● of ▼, hereby certify in that capacity and not in my personal capacity and without personal liability, as to the following:

1. Attached to that certain certificate dated the date hereof delivered by Project Co to the Authority pursuant to Section 4.1(d) of the NHA Funding Agreement are true, correct and complete copies of each Material Project Document on the date hereof, including amendments and supplements thereto.
2. All appropriate financing statements, filings, registrations and recordings in respect of the Collateral Documents were filed or will be filed or recorded as required by the Project Agreement and by law.
3. All insurance required pursuant to Section 4.1(g) of the NHA Funding Agreement is in full force and effect and all premiums due thereon have been paid.
4. Project Co does not have any material liabilities, except as have been disclosed in writing to the Authority prior to the date hereof.
5. All Project Accounts have been established and funded to the extent required under the NHA Funding Agreement.
6. With respect to any of the Applicable Permits not required until a future date as listed in Part II of Exhibit E-1 to the NHA Funding Agreement, Project Co believes, and is

using commercially reasonable efforts to ensure, that all such Applicable Permits will be obtained on or prior to the dates by which they are required.

7. All of the Funding Documents and Material Project Documents are in full force and effect without change or amendments other than such amendments approved by and delivered to the Authority or as otherwise permitted under the NHA Funding Agreement.
8. There has not been filed with or served upon Project Co with respect to the Project or any part thereof any notice of Lien, claim of Lien or attachment upon or claim affecting the right to receive payment of any moneys payable to any Persons named on such notice which has not been released, other than Permitted Liens.
9. Each representation and warranty set forth in the NHA Funding Agreement is true and correct as of the date hereof with the same force and effect as if each such representation and warranty had been made on and as of the date hereof.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned have duly executed this Closing Certificate as of the first date written above.

**ISL HEALTH (FSJ) GENERAL PARTNERSHIP, by ▼**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title: