

**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 Documents

Unless an original document is specifically referred to below, Project Co will deliver to the Authority as of the Effective Date 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) an original of the Funding Agreement, executed by Project Co;
- (d) the Design-Build Agreement, executed by the parties to such agreement;
- (e) the Services Contract, executed by the parties to such agreement;
- (f) the following documents executed by the parties thereto:
 - (1) Design-Builder:
 - A) the Design-Builder Letters of Credit (as such term is defined in the Funding Agreement) as security for the Design-Builder’s obligations under the Design-Build Agreement;
 - B) the Design-Builder Parent Company Guarantee (as such term is defined in the Funding Agreement) from the parent companies of the Design-Builder with respect to the Design-Build Agreement;
 - (2) Services Provider:
 - A) a guarantee executed by the parent company of the Service Provider with respect to the Services Contract;

- (g) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (h) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (i) 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;
- (j) interface agreement between Material Contract Parties, executed by the parties to such agreement;
- (k) an original of the Independent Certifier Agreement, executed by Project Co;
- (l) a certificate of an officer of each Partner of Project Co certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of such Partner;
 - (2) incumbency of the officers of such Partner of Project Co;
 - (3) the constating documents of such Partner and Project Co;
- (m) 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;
- (n) certificate of good standing of each Partner of Project Co;
- (o) evidence of partnership registration of Project Co;
- (p) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (q) 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 Funding 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;

- (r) the Equity Contribution Agreement, executed by the parties to such agreement;
- (s) an original of the following Collateral Documents (as such term is defined in the Funding Agreement), executed by the parties thereto (other than the Authority):
 - (1) security assignments in favour of the Authority in respect of (i) Project Co's proceeds account and holdback account, (ii) the Insurance Account, and (iii) the Construction Performance Security (as such term is defined in the Funding Agreement);
 - (2) equity letters of credit in favour of the Authority in respect of the Equity Contribution commitments under the Equity Contribution Agreement;
 - (3) a blocked account agreement in respect of the Insurance Account;
- (t) an original of the Subordination Agreement, executed by the parties to such agreement (other than the Authority); and
- (u) such other documents as the parties may agree, each acting reasonably.

2.2 Confirmation of Project Co with respect to Financial Close

Project Co will deliver to the Authority written confirmation from Project Co, in a form acceptable to the Authority and its counsel, acting reasonably, of the achievement of financial close as of the Effective Date and Project Co will deliver to the Authority confirmation from the Design-Builder of the termination of the Early Works Agreement.

3. DOCUMENTS TO BE DELIVERED BY THE AUTHORITY

3.1 Authority Documents

Unless an original document is specifically referred to below, the Authority will deliver to Project Co as of the Effective Date a certified copy of each of the following documents:

- (a) an original of this Agreement executed by the Authority;
- (b) an original of the Funding 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 and the Independent Certifier;
- (f) a certificate of an officer of the Authority certifying true copies of the following:

- (1) an authorizing resolution of the board of directors 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) an original of the Guarantee executed by the Minister of Finance of British Columbia;
- (i) 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;
- (j) an original of the opinion from the Ministry of the Attorney General for British Columbia that the Guarantee referred to in Section 3.1(h) 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;
- (k) a copy of the approval from or on behalf of the Minister of Health Services pursuant to Section 48(1)(a) of the *Hospital Act*;
- (l) evidence of Treasury Board approval of the Project, in a form acceptable to Project Co and its counsel, acting reasonably;
- (m) a copy of an insurance binder 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 Funding 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;
- (o) an original of the security assignments in favour of the Authority in respect of (i) Project Co's proceeds account and holdback account, (ii) the Insurance Account, and (iii) the Construction Performance Security (as such term is defined in the Funding Agreement);
- (p) an original of the blocked account agreement in respect of the Insurance Account executed by the Authority;
- (q) an original of the Subordination Agreement executed by the Authority; and

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

3.2 Confirmation of Authority with respect to Financial Close

The Authority will deliver to Project Co written confirmation from the Authority, in a form acceptable to Project Co and its counsel, acting reasonably, of the achievement of financial close as of the Effective Date.

3.3 Obligations of the Authority with respect to Equity Contribution Letters of Credit

In connection with the Letters of Credit (as such term is defined in the Equity Contribution Agreement) in respect of Equity Contribution required to be made under the Equity Contribution Agreement (each an **"Equity Letter of Credit"** and collectively, the **"Equity Letters of Credit"**), the Authority agrees as follows:

- (a) in respect of any Revolving Letter of Credit Equity (as such term is defined in the Contribution Agreement) held by the Authority in connection with the Equity Contribution Agreement, the Authority will, upon the request of the relevant Partner, provide to the issuer of such Revolving Letter of Credit a notice setting out the amount of the Contributed Equity (as such term is defined in the Contribution Agreement) contributed by such Partner up to and including the date of renewal.
- (b) If at any time the Authority draws on any Equity Letter of Credit, the Authority will deposit all proceeds thereof into the Proceeds Account (as defined in the Funding Agreement).
- (c) The Authority shall only draw on an Equity Letter of Credit in the circumstances permitted under the Equity Contribution Agreement and in accordance with the terms and conditions set forth in such Equity Letter of Credit.
- (d) Upon the termination of any Partner's obligation to make its Equity Contributions in accordance with Section 8.1 of the Equity Contribution Agreement, the Authority shall, within five Business Days of such termination, at the election of Project Co, either:
 - (1) assign all Equity Letters of Credit and other security (if any) held by the Authority in respect of such obligation to Project Co; or
 - (2) return all Equity Letters of Credit and other security (if any) held by it in respect of such obligation to the appropriate Partner;
- (e) Where any Equity Letter of Credit is replaced by another Equity Letter of Credit, the Authority shall within five Business Days thereof return the original Equity Letter of Credit to the appropriate Partner.
- (f) Where a Partner has not fully satisfied its payment obligations in the circumstances described in Section 4.5 of the Equity Contribution Agreement, the Authority shall comply with any direction from a Partner concerning which Equity Letter or Letters of Credit should be drawn to satisfy such Partner's remaining obligations, if such direction is received at least two Business Days before the time for drawing on an Equity Letter or

Letters of Credit in respect of the relevant event. If such direction is not received by the Authority before such time, the Authority shall draw each Equity Letter of Credit to satisfy the Partner's obligations pursuant to Sections 4.2 and 4.4 of the Equity Contribution Agreement, as the case may be, on a *pro rata* basis for the remaining amount of the Partner's obligation in respect of the relevant event.

All capitalized terms used in this Section 3.3 that are not defined in this Agreement shall have the meanings ascribed to such terms in the Equity Contribution Agreement.