

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 agreement relating to the subscription of equity by such parties in Project Co, executed by the parties to such agreements;
- (c) an original of 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) a letter of credit issued by TD Bank Financial Group in an the amount not less than \$1,856,000 to secure the Design-Builder’s obligations under the Design-Build Agreement and which shall remain in force and effect until the Service Commencement Date; and
 - (B) an irrevocable guarantee of PCL Construction Group Inc. (the “**Design-Builder Parent**”) in favour of Project Co guaranteeing performance by the Design-Builder of all of its obligations under the Design-Build Agreement (the “**Design-Builder Parent Guarantee**”).
 - (2) Service Provider:

- (A) an irrevocable guarantee of Johnson Controls Inc. in favour of Project Co in an amount of not less than \$2 million guaranteeing performance by the Service Provider of all of its obligations under 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;

- (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 opinion of counsel to:
- (1) the Design-Builder in respect of the Design-Build Agreement and the Design-Builder's Collateral Agreement; and
 - (2) the Design-Builder Parent in respect of the Design-Builder Parent Guarantee;
- each such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably.
- (i) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (j) 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;
- (k) interface agreement between Material Contract Parties, executed by the parties to such agreement;
- (l) an original of the Independent Certifier Agreement, executed by Project Co;
- (m) a certificate of an officer of Project Co certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of each Partner;
 - (2) incumbency of the officers of the Partners ;
 - (3) the constating documents of Project Co and the Partners;
- (n) a certificate of an officer of the Design-Builder and the parent company of the Design-Builder certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of the Design-Builder and its parent company;
 - (2) incumbency of the officers of the Design-Builder and its parent company;
 - (3) the constating documents of the Design-Builder and its parent company;

- (o) a certificate of an officer of the Service Provider certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Service Provider;
 - (2) incumbency of the officers of the Service Provider;
 - (3) the constating documents of the Service Provider;
- (p) a certificate of an officer of the parent company of the Service Provider certifying true copies of the following:
 - (1) incumbency of the officers of the parent company of the Service Provider;
 - (2) the constating documents of the parent company of the Service Provider;
- (q) certificate of good standing of Project Co and its Partners;
- (r) a copy of an insurance binder for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (s) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (t) 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 Independent Certifier Agreement, the Design-Builder Collateral Agreement, the Service Provider Collateral Agreement and the Funding 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;
- (u) an original of the Collateral Documents (as such term is defined in the Funding Agreement), and all other documents required to be delivered under the Funding Agreement;
- (v) 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;
- (w) audit of the Financial Model; and
- (x) such other documents as the parties may agree, each acting reasonably.

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; and
 - (3) the constitution and by-laws of the Authority;
- (g) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (h) 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;
- (i) an original of the Guarantee executed by the Minister of Finance of British Columbia;
- (j) 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;
- (k) an original of the opinion from the Ministry of the Attorney General for British Columbia that the Guarantee referred to in Section 3.1(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 copy of the approval from or on behalf of the Minister of Health Services pursuant to Section 48(1)(a) of the *Hospital Act*;
- (m) evidence of Treasury Board approval of the Project, in a form acceptable to Project Co and its counsel, acting reasonably;
- (n) 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;
- (o) 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 Independent Certifier Agreement, the Design-Builder Collateral Agreement, the Service Provider Collateral Agreement and the Funding 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;

- (p) an original of all agreements and documents required to be signed and delivered by the Authority pursuant to the Funding Agreement; and
- (q) such other documents as the parties may agree, each acting reasonably.