

SCHEDULE 5
INSURANCE REQUIREMENTS
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APPENDIX 5A LENDER ENDORSEMENTS

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 given in Section 5.12;

"**BI Policy**" has the meaning set out in Section 3.4 of this Schedule;

"**Boiler & Machinery Policy**" has the meaning given in Section 3.3;

"**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;

"**Hard FM Service Provider**" means ACML Management Western Limited;

"**HCPP**" means the British Columbia Health Care Protection Program;

"**Notifying Party**" has the meaning given in Section 5.12;

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

"**Project Co Operating Property Policy**" has the meaning set out in Section 3.2 of this Schedule;

"**Prudent Coverage Amount**" has the meaning given in Section 5.12;

"**Security Trustee**" means Computershare Trust Company of Canada, the security trustee for and on behalf of the Senior Lenders.

"**Soft FM Service Provider**" means Acciona Facility Services S.A.U.

2. CONSTRUCTION-RELATED INSURANCE REQUIREMENTS

2.1 Construction Wrap-Up General Liability Insurance

During the Construction Period the Authority will take out, maintain in force, and renew or will cause to be taken out, maintained and renewed 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 **DELETED** inclusive per occurrence and **DELETED** in the aggregate for bodily injury, death, and damage to property including loss of use thereof;
- (b) a deductible not exceeding **DELETED** per occurrence except with respect to bodily injury for which there will be no deductible;

- (c) include, as named insureds, the Authority, Project Co, the Senior Lenders, the Project Contractors 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 the endorsements substantially in the form set out on Appendix 5A (Lender Endorsements);
- (e) contain a waiver of subrogation against all insureds under the policy;
- (f) include coverage for:
 - (1) premises and operations liability;
 - (2) damage to existing structures;
 - (3) products or completed operations liability;
 - (4) blanket written contractual liability;
 - (5) cross liability;
 - (6) contingent employer's liability;
 - (7) personal injury liability;
 - (8) shoring, blasting, excavating, underpinning, demolition, piledriving and caisson work, work below ground surface, tunneling and grading, as applicable;
 - (9) 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;
 - (10) liability with respect to non-owned licensed vehicles, with a sublimit of **DELETED**;
 - (11) broad form property damage;
 - (12) broad form completed operations for a period of **DELETED** after Service Commencement;
 - (13) limited pollution liability with a sublimit of **DELETED**;
 - (14) blanket tenants legal liability with a sublimit of **DELETED**; and
 - (15) legal defence costs.

2.2 All Risks Property Coverage

During the Construction Period the Authority will take out, maintain in force and renew or will cause to be taken out, maintained and renewed 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 including, the following coverage extensions 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 value of all material and equipment forming part of the Facility lifted on Site by cranes during Construction; and
 - (3) expediting expense: **DELETED**, any one accident or occurrence, combined single limit;
 - (4) debris removal and clean up, **DELETED**;
 - (5) professional fees to establish quantum of any covered loss, **DELETED**, any one accident or occurrence;
 - (6) bylaws and regulations, **DELETED**;
 - (7) immediate repairs, **DELETED**;
 - (8) soft costs, **DELETED** any one accident or occurrence; and
 - (9) testing and commissioning.
- (b) deductibles, per occurrence, not exceeding the following amounts and if more than one deductible applies, the highest one will apply:
 - (1) for floods, **DELETED**;
 - (2) for testing and commissioning, **DELETED**;
 - (3) for earthquakes, the greater of **DELETED** and **DELETED** of the total insured value of the Facility at the time of the loss; and
 - (4) for all other insured perils, **DELETED**;

- (c) include, as named insureds, the Authority, Project Co, the Senior Lenders, the Project Contractors, all Sub-Contractors and the Senior Lenders' technical advisor, each 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;
- (d) include the endorsements substantially in the form set out on Appendix 5A (Lender Endorsements);
- (e) delay in start-up coverage:
 - (1) in an amount sufficient to compensate Project Co for loss of gross revenue and increased cost of working net of Avoidable Cost caused by the delay in Service Commencement resulting from any of the perils insured against under the Construction Property Policy;
 - (2) include only Project Co and the Senior Lenders as named insureds;
 - (3) having an indemnity period of not less than **DELETED**;
 - (4) having a minimum waiting period of **DELETED** and having a separate sublimit of **DELETED**;
- (f) exclusion for contractor's equipment of any description;
- (g) permit use and occupancy of the incomplete Facility by Project Co, the Project Contractors, the Sub-Contractors and the Authority prior to the Service Commencement Date for:
 - (1) construction purposes;
 - (2) office purposes;
 - (3) installing, testing and commissioning or storing of equipment or machinery;
 - (4) staff orientation and training; and
- (h) containing a waiver of subrogation against all protected entities except against architects, engineers and manufacturers (who are not employees of the Named Insured) for their liability in the event of loss caused by or resulting from any error in design.

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:

- (a) automobile liability insurance which will include the following terms:
 - (1) coverage in an amount of not less than **DELETED** inclusive per occurrence;
 - (2) coverage for Project Co, the Project Contractors and all Sub-Contractors; 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 **DELETED** inclusive per occurrence;
 - (2) coverage for Project Co, the Project Contractors and all Sub-Contractors;
 - (3) include the Authority as an additional named insured;
 - (4) contain a waiver of subrogation against the Authority; and
 - (5) a deductible not exceeding **DELETED** per occurrence;
- (c) if ocean marine cargo is used to transport any of the materials, equipment or property supplied under or used during the Project (other than in the inland waterways between Vancouver Island and the mainland of British Columbia), 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 Authority and the Senior Lenders 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 Authority, 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 **DELETED** per occurrence;
- (d) "all risks" insurance covering all construction equipment (including any scaffolding or hoarding) 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 Authority; and
- (4) a deductible not exceeding **DELETED** per occurrence;
- (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

Subject to Section 4 of this Schedule, 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 (the "**Project Co Operating CGL Policy**") which will include the following terms:

- (a) coverage in an amount of not less than **DELETED** 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 **DELETED** per occurrence other than for bodily or personal injury for which there will be no deductible;
- (c) include, as named insureds, Project Co, the Authority, the Senior Lenders and the Hard FM 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 the endorsements substantially in the form set out on Appendix 5A (Lender Endorsements);
- (e) contain a waiver of subrogation against the Authority;
- (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) bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising 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 purpose ;

- (8) cross liability;
- (9) employees and volunteers as additional insureds;
- (10) broad form property damage; and
- (11) legal defence costs.

3.2 Project Co All Risks Property Insurance

Subject to Section 4 of this Schedule, during the Operating Period Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed all risks property insurance (the "**Project Co Operating Property Policy**") which will include the following terms:

- (a) coverage in an amount of not less than the replacement cost of the Facility determined at the time of replacement and all equipment, supplies or other property owned or leased by Project Co or the Hard FM Service Provider based on the cost of repairing, replacing or reinstating (whichever is the least) with new materials of like kind and quality without deduction for depreciation;
- (b) deductibles, per occurrence, not exceeding the following amounts:
 - (1) for earthquakes, the greater of **DELETED** and **DELETED** of the total insured value of the Facility at the time of the loss;
 - (2) for floods, **DELETED**;
 - (3) for all other insured perils, **DELETED**;
- (c) include as named insureds the Authority, Project Co, the Senior Lenders and the Hard FM Service Provider;
- (d) include the endorsements substantially in the form set out on Appendix 5A (Lender Endorsements);
- (e) containing a waiver of subrogation against all named insureds;
- (f) include coverage for earthquake and flood;
- (g) included cover for loss or damage caused by mould and micro-organisms when caused by or resulting from an event not excluded elsewhere in the policy.

3.3 Boiler & Machinery

Subject to Section 4 of this Schedule, during the Operating Period Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed boiler and machinery insurance (the "**Boiler and Machinery Policy**") covering all boilers, pressure vessels, electrical and mechanical

machines included in the Facility on a comprehensive basis which coverage will include the following terms:

- (a) to be in an amount of not less than **DELETED**;
- (b) a deductible of **DELETED** per occurrence; and
- (c) include as named insureds the Authority, Project Co, the Senior Lenders and the Hard FM Service Provider.

3.4 Business Interruption Insurance

Subject to Section 4 of this Schedule, during the Operating Period Project Co will, as part of the Project Co Operating Property Policy, take out, maintain in force and renew or will cause to be taken out, maintained and renewed business interruption insurance (the “**BI Policy**”) to fully compensate Project Co for loss of gross revenue net of Avoidable Cost resulting from or attributable to any insured perils under the Project Co Operating Property Policy for up to 24 months (but excluding the first 7 days) and payable notwithstanding any contractual obligation of the Authority to make Service Payments following the occurrence of any insured peril. Only Project Co and the Senior Lenders will be included as named insureds.

3.5 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) employee dishonesty (crime) insurance against the fraudulent/dishonest acts of employees of Project Co, Project Contractors and any Sub-Contractor, including third party extension, with coverage for any one occurrence or claim of not less than **DELETED**, with deductibles in the amount not exceeding **DELETED** per occurrence;
- (b) workers’ compensation insurance coverage for all employees of Project Co and any Sub-Contractor engaged in the performance of this Agreement, in accordance with Laws and the requirements of any Governmental Authority; and
- (c) during the Operating Period when construction, rehabilitation or major repair work is being carried out by or on behalf of Project Co 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 4 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 of this Schedule in such amounts, as a prudent owner would reasonably require, as determined by the Authority acting reasonably, at least 10 Business Days before the commencement of the applicable period during which the insurance is required, which insurance will include as named insureds the Authority, Project Co, the Senior Lenders and the Hard FM Services Provider. 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 Authority, acting reasonably, considers necessary in the circumstances.

3.6 Soft FM Service Provider

Unless HCPP includes the Soft FM Service Provider as a named insured under the Project Co Operating CGL Policy and the Project Co Operating Property Policy, the Authority will pay in accordance with Section 6.2 of this Schedule the premium for separate policies taken out by Project Co for the Soft FM Service Provider provided that:

- (a) in respect of the third party liability policy, such policy is on substantially the same terms and conditions as those set out in Section 3.1 , Section 5.2 and Section 5.4 of this Schedule;
- (b) in respect of the property policy, such policy will be for coverage in an amount of not less than the replacement cost of all the equipment, supplies or other property owned or leased by the Soft FM Service Provider in connection with the Project based on the cost of repairing or replacing with new materials of like kind and quality without deduction for depreciation;
- (c) the Authority is a named insured under each such policy; and
- (d) Project Co has provided evidence of such insurance to the Authority pursuant to Section 5.5.

3.7 Authority's Operating Period Insurance

During the Operating Period the Authority will take out, maintain in force, pay for and renew or will cause to be taken out, maintained, paid for and renewed, the following insurance, none of which will include Project Co, the Project Contractors or its Subcontractors as insureds:

- (a) comprehensive general liability insurance, in the amount of not less than **DELETED** inclusive per occurrence against third part bodily injury, personal injury and property damage arising out of the performance by Authority of its obligations under this Agreement including the following terms:
 - (1) coverage for:
 - (A) products and completed operations liability;
 - (B) blanket written contractual liability;
 - (C) protective liability;
 - (D) contingent employer's liability;
 - (E) personal injury liability;
 - (F) non-owned automobile liability;

- (G) cross liability;
 - (H) employees and volunteers as additional insureds;
 - (I) broad form property damage; and
- (2) deductibles not exceeding **DELETED** with no deductible for bodily or personal injury.

4. PROVINCIAL INSURANCE PROGRAM

4.1 HCPP Coverage

Unless the Authority delivers a notice to Project Co in accordance with Section 4.2 of this Schedule, the Authority will take out, maintain in force and renew or will cause to be taken out, maintained and renewed under the HCPP any or all of the following policies:

- (a) the Project Co Operating CGL Policy;
- (b) the Project Co Operating Property Policy;
- (c) the Boiler & Machinery Policy; and
- (d) the BI Policy;

if and for as long as such policies:

- (e) are made available to Project Co by HCPP and HCPP's obligations under such policies are supported by an indemnity from the Province of British Columbia in favour of HCPP;
- (f) provide insurance coverage comparable to or better than the coverage required for each such policy as described in Sections 2 and 3, as the case may be, of this Schedule;
- (g) satisfy the requirements set out in Section 5 of this Schedule; and
- (h) are on terms comparable or better than those offered by Qualified Insurers licensed in British Columbia.

4.2 Termination of HCPP Coverage

Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed, the policies of insurance described in Section 4.1. of this Schedule (each in accordance with Section 3 of this Schedule) on notice from the Authority delivered not less than 90 days prior to the Service Commencement Date or any anniversary thereof.

5. GENERAL INSURANCE PROVISIONS

5.1 Insurance Representative

Before commencing any Construction Project Co will appoint an insurance representative who will communicate with the Authority and keep the Authority 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 Authority promptly of any change in such representative during the Term.

5.2 Insurers and Terms of Policies

Each of Project Co and the Authority will ensure that all policies for the insurance they are respectively required to obtain pursuant to this Schedule are obtained and maintained with Qualified Insurers licensed in British Columbia (other than those policies placed under HCPP) 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.

5.3 Additional Insurance

None of the insurance coverage amounts on sublimits specified in this Schedule limit the liability of Project Co with respect to any obligations of Project Co to the Authority 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.

5.4 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 policy of insurance 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 Authority and each of the other named insureds and loss payees;

- (2) contain an endorsement to the effect that the policy 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;
 - (3) be primary and not require the sharing of any loss by any insurer of the Authority or any other named insured;
- (b) each policy of liability insurance required under this Agreement will: contain a cross liability endorsement to the effect that Project Co and the Authority 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.
 - (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) any policies of insurance placed under HCPP.

5.5 Evidence of Insurance

In respect of those policies of insurance:

- (a) required pursuant to this Schedule, other than those policies obtained pursuant to Sections 2.1, Section 2.2 or under HCPP pursuant to Section 4 of this Schedule, upon the issue of and upon every renewal of each such policy, and otherwise upon request by the Authority, Project Co will deliver to the Authority a certificate of insurance of each such policy or other satisfactory evidence of adequate insurance; and
- (b) pursuant to Sections 2.1, Section 2.2 or under HCPP pursuant to Section 4 of this Schedule, upon the issue of and upon every renewal of each such policy, and otherwise upon request by Project Co, the Authority will deliver to Project Co a certificate of insurance 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 provided that any policy obtained through HCPP will be subject to the requesting party agreeing to comply with all commercially reasonable confidentiality requirements required by HCPP.

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.

5.6 Claims

Project Co will 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 Authority to inspect such register at any time. Project Co will in addition notify the Authority within 5 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 (regardless of the value of the claim) the claim involves personal injury or death, accompanied by full particulars of the incident giving rise to the claim.

5.7 Project Co Deductibles

Subject to Section 5.8 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 maintained pursuant to this Schedule. If any such policy is maintained under HCPP, the deductibles in respect of each such policy will be the lesser of the amount specified:

- (a) in this Schedule; and
- (b) in the applicable HCPP policy.

5.8 Authority Deductibles

The Authority will be responsible for the deductible portion of, or waiting period for, any claim made on the policies of insurance maintained pursuant to this Schedule and made 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 Sub-Contractor;
- (b) Compensation Event; or
- (c) claims made under the policies of insurance maintained by the Authority pursuant to Section 3.7 of this Schedule.

5.9 No Indemnification for Insured Claims

Project Co will not be entitled to claim compensation, indemnification or reimbursement from the Authority 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 the Agreement.

5.10 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 required by this Schedule, or that would entitle any insurer to refuse to pay any claim under the policy for any such insurance.
- (b) The Authority will not do, or permit to be done by any Authority 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 required by this Schedule, or that would entitle any insurer to refuse to pay any claim under the policy for any such insurance.

5.11 Failure to Insure

Subject to Section 6.15 [Consequences of Risks becoming Uninsurable] of this Agreement, if Project Co 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 Authority 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 Authority for that purpose together with administrative costs plus 15% will become due and payable to the Authority by Project Co in accordance with Section 10.1 (Lump Sum Payments).

5.12 Increase in Amount of Coverage

The Authority 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 Sections 3.1 to 3.6 of this Schedule are not less than the greater of the amounts:

- (a) specified in Sections 3.1 to 3.6 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 policy of insurance required to be obtained and kept in force by a party under Sections 3.1 to 3.6 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 equal at least the Prudent Coverage Amount.

5.13 Project Contractors and Sub-Contractors

Project Co will determine the applicable insurance coverage to be obtained by Project Contractors and Sub-Contractors not covered pursuant to this Schedule 5, provided that such insurance coverages will be consistent with insurance that prudent subcontractors would be required to maintain for projects of similar scope and magnitude to the Project.

5.14 Security Trustee

Reference to the Senior Lenders in this Schedule 5 is deemed to include reference to the Security Trustee for and on behalf of the Senior Lenders.

6. INSURANCE PAYMENT

6.1 Project Co Premiums

Other than as set out in Section 6.2 and Section 6.4 of this Schedule, Project Co will pay all premiums payable under the policies of insurance required to be maintained pursuant to this Schedule.

6.2 Authority Premiums

Subject to Section 6.4 of this Schedule, the Authority will pay all premiums under the policies of insurance described in this Schedule other than the following in respect of which Project Co will pay all premiums:

- (a) those described in Section 2.3 (Other Construction Period Coverage), subject to Section 6.3 of this Schedule;
- (b) those described in Section 3.5 (Other Operating Period Coverage) of this Schedule;
- (c) those described in Section 3.6 (Soft FM Service Provider) of this Schedule;
- (d) those described in Section 5.3 (Additional Insurance) of this Schedule.

For any policy of insurance which Project Co is responsible for obtaining and the Authority is responsible for paying the premium under this Schedule (other than any policy obtained under the HCPP), Project Co will include with its invoice to the Authority for the Payment Period in which the premiums for such policies become payable by Project Co, a copy of the premium invoice from the respective insurance broker together with all other relevant documentation which the Authority may reasonably require and the Authority will pay such amount concurrently with the payment due to Project Co in accordance with Section 8.1 of Schedule 8 [Payments].

6.3 Marine Cargo – Authority's Equipment

Project Co will arrange for any particular Equipment specified by the Authority to be procured by Project Co outside of North America to be insured in transit on terms and conditions equivalent to those described in Section 2.3(c). Project Co will include the cost of any such insurance in the price for such Equipment.

6.4 Premiums for Construction CGL Policy and Construction Property Policy

On the Effective Date, the Financial Model will be amended to reflect the actual premium and brokerage amounts for the Construction CGL Policy and the Construction Property Policy (other than that portion of the premium attributable to the delay in start-up coverage exceeding \$57 million) taken out by the Authority pursuant to Section 2.1 and Section 2.2 of this Schedule 5 as shown on the broker's invoices delivered by the Authority pursuant to Schedule 18 (the "**Construction Premium Invoices**"). Project Co will pay the Construction Premium Invoices on the earlier of:

- (a) the date payment is due under each such Construction Premium Invoice; and
- (b) 30 days after the Effective Date,

and Project Co will deliver to the Authority evidence of each such payment.

6.5 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 Authority pursuant to Section 6.2 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 Authority 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:

“**Administrative Agent** means Dexia Credit Local S.A, acting through its New York Branch;

Authority means Vancouver Island Health Authority.

Facility Agent means Computershare Trust Company of Canada in its capacity as agent and trustee for the Finance Parties and includes its successors in that capacity;

Finance Parties means:

- (a) the Facility Agent;
- (b) the Security Trustee;
- (c) the Senior Lenders; and
- (d) the Administrative Agent,

and includes any assignee, transferee, successor or novated, replacement or additional creditor of or in relation to any of the foregoing and includes any hedge provider under any hedging agreements;

Insurance Proceeds Account means the segregated trust account established by Computershare Trust Company of Canada, as account trustee, in the name of the Project Co with The Bank of Nova Scotia with account number **DELETED**;

Insured means those parties so described in the policy declarations;

Insurers means the insurer or insurers underwriting this insurance policy;

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

Project Co means ISL Health (Victoria) General Partnership;

Security Trustee means Computershare Trust Company of Canada, the security trustee for and on behalf of the Senior Lenders.

Senior Lenders means Dexia Credit Local S.A. and DEPFA Bank plc.

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 Authority

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 Authority 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 Facility Agent, 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. Nevertheless, on the written request of the Insurers, the Finance Parties shall provide the Insurers with access to any relevant due diligence report(s) commissioned by the Finance Parties relating to the Project and the Insurers shall keep such report(s) confidential and shall accept such information without rights of recourse against the party / parties that prepared the said reports.

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 Facility Agent 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; or (ii) where an insured party fails to comply with Insurers' reasonable requirements relating to survey or loss control action points; or (iii) where an insured party is in breach of an applicable Joint Code of Practice (or equivalent).
- 7.2 The Insurers shall promptly notify the Facility Agent and the Authority in writing in the event of any
- 7.2.1 suspension, cancellation, termination; or
- 7.2.2 non-renewal of this Policy (but only if the Policy applies to the Operating Period insurance) by the Insurers or by the Insured. The cover provided by this Policy shall continue in force and unaltered for at least 30 days after written notice of such suspension, cancellation, termination or non-renewal is given to the Facility Agent and

the Authority. Nothing in this clause shall give the Insurers any right to suspend, cancel or terminate this Policy which the Insurers do not otherwise have under this Policy.

- 7.3 The Insurers shall promptly notify the Facility Agent and the Authority in writing of any default in the payment of premium and shall give the Facility Agent and the Authority at least 30 days notice in writing before cancelling 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 Facility Agent and the Authority 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 Facility Agent, such amendment to be endorsed on the Policy.

Section IV: Claims

10. Notice of claims

- 10.1 Notice of claim by the Authority 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 property and boiler and machinery risks only

All claim payments or return premium shall be paid into the Insurance Proceeds Account or to such other account as the Security Trustee 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 the Insurance Proceeds Account or such account as the Security Trustee directs in writing.

Any return premiums shall be paid to the Insurance Proceeds Account or such other account as the Security Trustee directs 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 the Insurance Proceeds Account or such other account as the Security Agent directs in writing.

11.4 Set-off

Insurers shall not set off or deduct premium that is not overdue or any other amounts payable by Project Co under or in relation to the Policy.

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 sub-clause 13(a)–(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 security agreement dated [] (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.

15. Notice

15.1 All notices or other communications under or in connection with the Policy will be given by fax and post. 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 2 business days of release from the relevant Insurer's office.

15.2 The address and fax number of the Facility Agent 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 Facility Agent is as follows:

The Facility Agent: [Insert details]

Address: [Insert details]

Fax No: [Insert details]

Attention: [Insert details]

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

The Authority: [Insert details]

Address: [Insert details]

Fax No: [Insert details]

Attention: [Insert details]

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.