

SCHEDULE 2**COMPLETION DOCUMENTS**

This Schedule 2 is comprised of the following separate Schedules, all of which are hereby incorporated by reference herein and each of which may be referred to either by a general reference to this Schedule or by a specific reference to the part of this Schedule in which it is located, as listed below:

<u>Schedule</u>	<u>Description</u>
2-1	Project Co's Completion Documents
2-2	Health Co's Completion Documents

In this Schedule "certified" shall mean that the relevant document is certified (for and on behalf of the relevant corporation and without personal liability) as a true and complete copy in full force and effect and unamended as of the date of the relevant certificate by an officer or director of the relevant corporation.

SCHEDULE 2-1

PROJECT CO'S COMPLETION DOCUMENTS

1. **Documents to be delivered by Project Co.** Unless an original document is specifically referred to below, a certified copy of each of the following documents is to be delivered by Project Co to Health Co on or prior to the date of this Agreement:
 - 1.1 The Initial Funding Agreements and Equity Purchase Agreement.
 - 1.2 An original letter from ABN AMRO Bank N.V., Canada Branch, to Health Co unconditionally committing the debt and equity funding of Project Co.
 - 1.3 The Construction Contract executed by the parties to such agreement.
 - 1.4 The Service Contract between Project Co and JCLP, executed by the parties to such agreement.
 - 1.5 The Service Contract between Project Co and Sodexho, executed by the parties to such agreement.
 - 1.6 The Service Contract between Project Co and Intercon, executed by the parties to such agreement.
 - 1.7 The Service Contract between Project Co and Imperial Parking or letter agreement between Project Co and Imperial Parking whereby the parties agreed to enter into a contract in a form substantially similar to the form attached to the letter agreement, executed by the parties to such agreement.
 - 1.8 The Performance Guarantees, executed by the parties to such agreement, being the following:
[*DELETION]
 - 1.9 The Facility Co-ordination Agreement, executed by the parties to such agreement.
 - 1.10 The Services Co-ordination Agreement, executed by the parties to such agreement.
 - 1.11 The architect agreement, executed by the parties to such agreement.
 - 1.12 An original of the Funders' Direct Agreement, duly executed by the parties to such agreement (other than Health Co).
 - 1.13 An original of the Constructor's Collateral Agreement, duly executed by the parties to such agreement (other than Health Co).
 - 1.14 An original of the Service Subcontractor's Collateral Agreement (Sodexho), duly executed by the parties to such agreement (other than Health Co).

- 1.15 An original of the Service Subcontractor's Collateral Agreement (JCLP), duly executed by the parties to such agreement (other than Health Co).
- 1.16 An original of the Service Subcontractor's Collateral Agreement (Intercon), duly executed by the parties to such agreement (other than Health Co).
- 1.17 The Management Agreement, duly executed by the parties to such agreement.
- 1.18 An original of the Independent Certifier Contract, duly executed by the parties to such agreement (other than Health Co).
- 1.19 A certificate of an officer of Project Co certifying true copies of the following:
 - (a) an authorizing resolution of the board of directors of Project Co.
 - (b) incumbency of the officers of Project Co.
 - (c) the constating documents for Project Co.
- 1.20 Certificate of good standing of Project Co.
- 1.21 A certificate of insurance of the insurances required in accordance with the Agreement to be taken out by the Constructor for the period prior to the Substantial Completion Date.
- 1.22 Certificate from an officer of Project Co certifying the Financial Model Extracts as being true and correct extracts from the Financial Model.
- 1.23 A printed copy of the Financial Model and 2 copies on CD-Rom.
- 1.24 Certificate from an officer of Project Co certifying:
 - (a) a true copy of the audit report dated September 13, 2004 prepared by BDO Dunwoody LLP; and
 - (b) that the Financial Model algorithms have not changed from the audit report referred to in Section 1.24(a) above.
- 1.25 An original of this Agreement duly executed by Project Co.
- 1.26 An original notice of appointment of Project Co's Representative.
- 1.27 An original of the opinion from counsel to Project Co that this Agreement, the Funders' Direct Agreement, the Independent Certifier Contract and the Collateral Agreements have been duly authorized, executed and delivered by Project Co and are enforceable against Project Co in accordance with their terms, in a form acceptable to Health Co and its counsel.
- 1.28 Certified cheque or wire transfer of the Financial Close Payment from Project Co to Health Co.

1.29 Such other documents as the parties may agree, each acting reasonably.

SCHEDULE 2-2

HEALTH CO'S COMPLETION DOCUMENTS

1. **Documents to be delivered by Health Co.** Unless an original document is specifically referred to below, a certified copy of each of the following documents is to be delivered by Health Co to Project Co on or prior to the date of this Agreement:
 - 1.1 An original copy of the Funders' Direct Agreement, duly executed by Health Co.
 - 1.2 An original of the Constructor's Collateral Agreement, duly executed by Health Co.
 - 1.3 An original of the Service Subcontractor's Collateral Agreement (Sodexo), duly executed by Health Co.
 - 1.4 An original of the Service Subcontractor's Collateral Agreement (JCLP), duly executed by Health Co.
 - 1.5 An original of the Service Subcontractor's Collateral Agreement (Intercon), duly executed by Health Co.
 - 1.6 An original copy of the Independent Certifier Contract, duly executed by Health Co.
 - 1.7 An original notice of appointment of Health Co's Representative.
 - 1.8 An original of this Agreement duly executed by Health Co.
 - 1.9 An original of the letter from the Risk Management Branch of the Ministry of Finance, approving (without condition) the indemnities given by Health Co in this Agreement.
 - 1.10 An original of the Payment Guarantee executed by the Minister of Finance of British Columbia.
 - 1.11 An original of an approval of the Minister of Finance of British Columbia of the Payment Guarantee pursuant to the *Guarantees and Indemnities Regulation*, B.C. Reg. 258/87, as amended.
 - 1.12 An original of the opinion from the Ministry of the Attorney General for British Columbia that the Payment Guarantee referred to in Section 1.10 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.
 - 1.13 A certificate of insurance of the insurances required in accordance with the Agreement to be taken out by Health Co for the period prior to the Substantial Completion Date.
 - 1.14 An original of the approval from the Minister of Health Services pursuant to Sections 48(1)(a) and 49 of the *Hospital Act*.

- 1.15 A certificate of an officer of Health Co certifying true copies of the following:
 - (a) an authorizing resolution of the board of directors of Health Co.
 - (b) incumbency of the officers of Health Co.
 - (c) the constating documents for Health Co.
- 1.16 Certificate of good standing of Health Co.
- 1.17 An original of the opinion from counsel to Health Co that this Agreement, the Funders' Direct Agreement, the Independent Certifier Contract and the Collateral Agreements have been duly authorized, executed and delivered by Health Co and are enforceable against Health Co in accordance with their terms, in a form acceptable to Project Co and its counsel.
- 1.18 An original of the letter from City of Abbotsford approving the site development permit application.
- 1.19 Receipt from Health Co with respect to the certified cheque or wire transfer referred to in Section 1.28 of Schedule 2-1 above.
- 1.20 Such other documents as the parties may agree, each acting reasonably.