

**SCHEDULE 18  
COMPLETION DOCUMENTS**

**1. GENERAL**

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**

Unless an original document is specifically referred to below, Project Co will deliver to the Province a certified copy of each of the following documents in accordance with Section 2.2(b) of this Agreement:

- (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 any agreement relating to the subscription of equity (or other funding) by such parties in Project Co or restrictions on the transfer of equity in Project Co, executed by the parties to such agreements;
- (c) the Senior Financing Agreements, executed by the parties to such agreements;
- (d) certification from Project Co that:
  - (1) the agreement or agreements referred to in item 2(b) are unconditional in accordance with their terms, accompanied by evidence of the same and that the subscriptions of equity (and other funding) under such agreement or agreements have been made, accompanied by evidence of the same;
  - (2) the Senior Financing Agreements are unconditional; and
  - (3) all conditions to the availability of funds to Project Co under the Senior Financing Agreements have been satisfied or waived, accompanied by evidence of the same;
- (e) an original of the Lenders’ Remedies Agreement, executed by the parties to such agreement (other than the Province);
- (f) the Design-Build Agreement, executed by the parties to such agreement;
- (g) the Services Contract, executed by the parties to such agreement;
- (h) the following documents executed (unless otherwise stated herein) by the parties thereto:
  - (1) Design-Builder:
    - (A) letter of credit as security for the Design-Builder’s obligations; and
    - (B) guarantee from the Design-Builder’s parent with respect to the Design-Build Agreement (the “**Design-Builder Guarantee**”);

- (2) Service Provider:
- (A) a letter of credit as security for the Service Provider's obligations (which may be unexecuted if the letter of credit is not to be delivered until after Financial Close); and
  - (B) guarantee from the Service Provider's parent with respect to the Services Contract (the "**Service Provider Guarantee**");

In each case the performance and other security will provide for a novation or assignment to the Province if, subject to the Senior Lenders' rights under the Lenders' Remedies Agreement and the applicable security interest of the Senior Lenders in such performance or other security, the Province exercises its rights under the Design-Builder's Collateral Agreement or Service Provider's Collateral Agreement as applicable;

- (i) a certificate evidencing its subguard insurance policy for the Design-Builder's Sub-Contractors;
- (j) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Province);
- (k) an original of the opinion of counsel to the Design-Builder that the Design-Builder exists, is extra-provincially registered in British Columbia (if applicable), has the power and capacity to enter into Design-Build Agreement, the Design-Builder's Collateral Agreement and the Interface Agreement (defined below) and that such documents have been duly authorized, executed and delivered by Design-Builder, create valid and binding obligations, and are enforceable against Design-Builder in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Design-Builder, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Province and its counsel, acting reasonably;
- (l) an original of the opinion of counsel to the DB Guarantor that DB Guarantor exists, has the power and capacity to enter into the Design-Builder Guarantee and add other relevant documents and that such documents have been duly authorized, executed and delivered by DB Guarantor, create valid and binding obligations, and are enforceable against DB Guarantor in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of DB Guarantor, and will not require any authorization or consent of any governmental authority, all in a form acceptable to the Province and its counsel, acting reasonably;
- (m) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Province);
- (n) an original of the opinion of counsel to the Service Provider that the Service Provider exists, is extra-provincially registered in British Columbia (if applicable), has the power and capacity to enter into the Service Agreement, Service Provider Collateral Agreement and the Interface Agreement (defined below) and that such documents have been duly authorized, executed and delivered by the Service Provider, create valid and binding obligations, and are enforceable against Service Provider in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Service Provider, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Province and its counsel, acting reasonably;

- (o) an original of the opinion of counsel to the Service Guarantor that the Service Guarantor exists, has the power and capacity to enter into the Service Provider Guarantee and add other relevant documents and that such documents have been duly authorized, executed and delivered by the Service Guarantor, create valid and binding obligations, and are enforceable against the Service Guarantor in accordance with their terms, and that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of the Service Guarantor, and will not require any authorization or consent of any governmental authority, all in a form acceptable to the Province and its counsel, acting reasonably;
- (p) the facility coordination agreement between the Project Contractors and Project Co, executed by the parties to such agreement (the “**Interface Agreement**”);
- (q) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Province);
- (r) an original of the Insurance Trust Agreement, executed by the parties to such agreement (other than the Province);
- (s) a certificate of an officer of each General Partner certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of such General Partner;
  - (2) incumbency of the officers of such General Partner; and
  - (3) the constating documents of such General Partner;
- (t) a certificate of an officer of each of the Design-Builder and the DB Guarantor certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of the Design-Builder and the DB Guarantor;
  - (2) incumbency of the officers of the Design-Builder and the DB Guarantor;
  - (3) the constating documents of the Design-Builder and the DB Guarantor;
- (u) a certificate of an officer of each of the Service Provider and the Service Guarantor certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of the Service Provider and the Service Guarantor;
  - (2) incumbency of the officers of the Service Provider and the Service Guarantor; and
  - (3) the constating documents of the Service Provider and the Service Guarantor;
- (v) certificate of good standing or confirmation of registration of partnership, where applicable, for each of the following:
  - (1) Project Co;
  - (2) each General Partner;

- (3) Design-Builder;
  - (4) Service Provider;
  - (5) DB Guarantor;
  - (6) Service Guarantor;
- (w) certificate of good standing or confirmation of registration of partnership, where applicable, in respect of extra-provincial registration in British Columbia (if applicable) for each of the following:
- (1) Design-Builder;
  - (2) Service Provider;
  - (3) PCL Justice Abbotsford GP Inc.;
- (x) 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;
- (y) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (z) an original of the opinion from counsel to Project Co that Project Co and the General Partners exist, are extra-provincially registered in British Columbia (if applicable), have the power and capacity to enter into this Agreement, the Senior Financing Agreements, the Lenders' Remedies Agreement, the Independent Certifier Agreement, the Design-Builder's Collateral Agreement, the Service Provider's Collateral Agreement and the Interface Agreement, and that such documents have been duly authorized, executed and delivered by the General Partners as general partners of Project Co for and on behalf of Project Co, create valid and binding obligations, and are enforceable against Project Co in accordance with their terms, that the execution, delivery and performance of such documents will not result in the contravention of any law, will not breach the constating documents of Project Co or the General Partners, and will not require any authorization or consent of any governmental authority, as applicable, and such other opinions that are reasonably requested for transactions of this nature, such opinions to be in a form acceptable to the Province and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Project Co's counsel;
- (aa) an electronic version of the Financial Model;
- (bb) a certificate from Project Co certifying the electronic version of the Financial Model is a true and correct copy of the Financial Model;
- (cc) audit of the Financial Model; and
- (dd) such other documents as the parties may agree, each acting reasonably.

### **3. DOCUMENTS TO BE DELIVERED BY THE PROVINCE**

Unless an original document is specifically referred to below, the Province will deliver to Project Co a certified copy of each of the following documents in accordance with Section 2.2(a) of this Agreement:

- (a) an original of this Agreement executed by the Province;
- (b) an original of the Lenders' Remedies Agreement, executed by the Province;
- (c) an original of the Design Builder's Collateral Agreement, executed by the Province;
- (d) an original of the Service Provider's Collateral Agreement, executed by the Province;
- (e) an original of the Independent Certifier Agreement, executed by the Province;
- (f) an original of the Insurance Trust Agreement, executed by the Province;
- (g) an original notice of appointment of the Representatives to be appointed by the Province 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 Province in this Agreement;
- (i) a copy of an insurance binder for all policies required to be taken out by the Province for the Construction Period in accordance with this Agreement; and
- (j) such other documents as the parties may agree, each acting reasonably.