

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 Authority 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 shareholders, partners or other equity holders 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 Authority);
- (f) the Design-Build Agreement, executed by the parties to such agreement;
- (g) the DB Renovation Services Subcontract, executed by the parties to such agreement;
- (h) the Services Contract, executed by the parties to such agreement;
- (i) the following documents executed (unless otherwise stated herein) by the parties thereto:
 - (1) Design-Builder:
 - (A) performance bond in relation to the Design-Build Agreement; and
 - (B) guarantee from Design-Builder’s parent (the “**DB Guarantor**”) with respect to the Design-Build Agreement and the DB Renovation Services Subcontract (the “**DB 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 the Effective Date) under the Services Contract; and
- (B) a guarantee from the Service Provider's parent (the "**Service Guarantor**") 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 Authority 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 Authority exercises its rights under the Design-Builder's Collateral Agreement or Service Provider's Collateral Agreement as applicable;

- (j) evidence of Sub-Contractor Default Insurance for the Design-Builder's Sub-contractors;
- (k) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (l) 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 the Design-Build Agreement, the DB Renovation Services Subcontract, the Design-Builder's Collateral Agreement and the Interface Agreement (defined below) and that such documents have been duly authorized, executed and delivered by the Design-Builder, create valid and binding obligations, and are enforceable against the 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 the Design-Builder, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Authority and its counsel, acting reasonably;
- (m) an original of the opinion of counsel to the DB Guarantor that the DB Guarantor exists, has the power and capacity to enter into the DB Guarantee and that such documents have been duly authorized, executed and delivered by the DB Guarantor, create valid and binding obligations, and are enforceable against the 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 the DB Guarantor, and will not require any authorization or consent of any governmental authority, all in a form acceptable to the Authority and its counsel, acting reasonably;
- (n) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (o) 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 Services Contract, the 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 the Service Provider, and will not require any authorization or consent of any governmental authority, as applicable, all in a form acceptable to the Authority and its counsel, acting reasonably;
- (p) 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 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 Authority and its counsel, acting reasonably;

- (q) an original of the interface agreement between the Project Contractors and Project Co, executed by the parties to such agreement (the “**Interface Agreement**”);
- (r) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (s) a certificate of an officer of:
 - (1) EllisDon RIH Inc. certifying true copies of the following:
 - (A) an authorizing resolution of the board of directors of such Partner;
 - (B) incumbency of the officers of such Partner;
 - (C) the constating documents of such Partner;
 - (D) the registration of Project Co in its home jurisdiction;
 - (E) the amended and restated general partnership agreement of Project Co; and
 - (2) EllisDon RIH Holdings Inc. certifying true copies of the following:
 - (A) an authorizing resolution of the board of directors of EllisDon RIH Holdings Inc.;
 - (B) incumbency of the officers of EllisDon RIH Holdings Inc.;
 - (C) the constating documents of EllisDon RIH Holdings Inc.;
 - (D) the registration of Project Co in its home jurisdiction; and
 - (E) the amended and restated general partnership agreement of Project Co;
 - (F) the registration of EllisDon RIH Holdings Limited Partnership in its home jurisdiction; and
 - (G) the amended and restated general partnership agreement of EllisDon RIH Holdings Limited Partnership;
- (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; and
 - (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) the Partners;
 - (3) EllisDon RIH Holdings Inc.;
 - (4) the Design-Builder;
 - (5) the DB Guarantor;
 - (6) the Service Provider; and
 - (7) the 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) Project Co;
 - (2) the Partners;
 - (3) EllisDon RIH Holdings Inc.;
- (x) a copy of an insurance binder or certificates of insurance for all policies required to be taken out by or on behalf of 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 Partner 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 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 Partner, 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 Authority and its counsel, acting reasonably, and including originals of relevant certificates and other documents relied upon by Project Co's counsel;
- (aa) the Financial Model (in electronic format);

- (bb) a certificate from Project Co certifying that the electronic version of the Financial Model is a true and correct copy of the Financial Model;
- (cc) an 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 AUTHORITY

Unless an original document is specifically referred to below, the Authority 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 Authority;
- (b) an original of the Lenders' Remedies 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;
- (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 executing the foregoing documents;
 - (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) 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 opinion from the Ministry of Justice for British Columbia that the Guarantee referred to in Section 3(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 and to be addressed, among others, to the Indenture Trustee and the Senior Lenders;
- (k) an original copy of the approval from or on behalf of the Minister of Health Services pursuant to Section 48(1)(a) and 49(1) of the *Hospital Act*;
- (l) 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;
- (m) 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 Lenders' Remedies 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;

- (n) a copy of the as-built drawings, commissioning report, demand maintenance records and deficiency list in accordance with Appendix 4D; and
- (o) such other documents as the parties may agree, each acting reasonably.