

## 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) (Document Deliveries):

- (a) an original of this Agreement executed by Project Co;
- (b) an original of the Construction Management Agreement, executed by the Construction Manager;
- (c) [Not used]
- (d) the Senior Financing Agreements, executed by the parties to such agreements;
- (e) certification from Project Co that:
  - (1) the agreement or agreements referred to in item 2(c) are unconditional in accordance with their terms;
  - (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;
- (f) an original of the Lenders’ Remedies Agreement, executed by the parties to such agreement (other than the Authority);
- (g) the Design-Build Agreement, executed by the parties to such agreement;
- (h) an original of the Performance Guarantee of the Construction Guarantor, executed by the Construction Guarantor;
- (i) the following documents executed (unless otherwise stated herein) by the parties thereto:
  - (1) performance bond, with a multiple obligee rider, in relation to the Design-Build Agreement;

- (2) labour and materials bond, with a multiple obligee rider, in relation to the Design-Build Agreement;
- (3) lenders' direct agreement with respect to the Design-Build Agreement;
- (4) performance guarantee from the Construction Guarantor with respect to the Design-Build Agreement; and
- (5) design-builder support agreement, in relation to the Design-Build Agreement;
- (6) general security agreement between Project Co and the Agent;
- (7) blocked account agreement (general);
- (8) blocked account agreement (springing);
- (9) limited recourse guarantee and pledge agreement by the Shareholder, together with the certificate(s) evidencing such shares and duly executed stock powers in respect thereof;

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;

- (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 and the Design-Builder's Collateral Agreement, 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) the opinion of counsel to the Construction Guarantor that the Construction Guarantor exists, has the power and capacity to give the guarantees given to Project Co and the Authority in support of the Design-Build Agreement, and that such documents have been duly authorized, executed and delivered by the Construction Guarantor, create valid and binding obligations, and are enforceable against the Construction Guarantor in

accordance with their terms, and that the execution, delivery and performance of such guarantees will not result in the contravention of any law, will not breach the constating documents of the Construction Guarantor, 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;

- (n) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (o) [Not used]
- (p) [Not used]
- (q) an original of the guarantee of the Construction Manager's obligations under the Construction Management Agreement, to be given by the Construction Guarantor, executed by the Construction Guarantor;
- (r) a certificate of an officer of Project Co certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of Project Co;
  - (2) incumbency of the officers of Project Co; and
  - (3) the constating documents of Project Co;
- (s) a certificate of an officer of each of the Shareholder, Design-Builder and the Construction Guarantor certifying true copies of the following:
  - (1) an authorizing resolution of the board of directors of the Shareholder, the Design-Builder and the Construction Guarantor;
  - (2) incumbency of the officers of the Shareholder, Design-Builder and the Construction Guarantor; and
  - (3) the constating documents of the Shareholder, Design-Builder and the Construction Guarantor;
- (t) certificate of good standing or confirmation of registration of partnership, where applicable, for each of the following:
  - (1) Project Co;
  - (2) the Shareholder;
  - (3) the Design-Builder; and
  - (4) the Construction Guarantor;

- (u) certificate of good standing or confirmation of registration of partnership, where applicable, in respect of extra-provincial registration in British Columbia for each of the following:
  - (1) Project Co;
  - (2) the Shareholder;
  - (3) the Design-Builder; and
  - (4) the Construction Guarantor;
- (v) a copy of an insurance binder or certificates of insurance for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (w) an original notice of appointment of Representative to be appointed by Project Co under this Agreement;
- (x) an original notice of appointment of Representative to be appointed by Project Co under the Construction Management Agreement;
- (y) an original of the opinion from counsel to Project Co that Project Co exists, is extra-provincially registered in British Columbia (if applicable), has the power and capacity to enter into this Agreement, the Senior Financing Agreements, the Lenders' Remedies Agreement, the Independent Certifier Agreement and the Design-Builder's Collateral 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, 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 relevant certificates and other documents relied upon by Project Co's counsel;
- (z) an original of the opinion from counsel to the Shareholder that the Shareholder exists, is extra-provincially registered in British Columbia (if applicable), has the power and capacity to enter into the Senior Financing Agreements, and that such documents have been duly authorized, executed and delivered by the Shareholder, create valid and binding obligations, and are enforceable against the Shareholder 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 the Shareholder, 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 relevant certificates and other documents relied upon by the Shareholder'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;
- (dd) an original of the Equipment Cash Allowance Account Security Agreement executed by Project Co; and
- (ee) 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) (Document Deliveries):

- (a) an original of this Agreement executed by the Authority;
- (b) an original of the Construction Management Agreement, executed by the Authority;
- (c) an original of the Lenders' Remedies Agreement, executed by the Authority;
- (d) an original of the Performance Guarantee of the Construction Guarantor, executed by the Authority;
- (e) an original of the Design Builder's Collateral Agreement, executed by the Authority;
- (f) an original of the Independent Certifier Agreement, executed by the Authority;
- (g) 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; and
  - (3) the by-laws of the Authority;
- (h) an original of a notice of appointment of the Representative to be appointed by the Authority under this Agreement;
- (i) an original of a notice of appointment of the Representative to be appointed by the Authority under the Construction Management Agreement;
- (j) 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;
- (k) the Provincial Guarantee executed by the Minister of Finance of British Columbia;

- (l) the opinion from the Ministry of the Justice for British Columbia that the Provincial Guarantee 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 Senior Lenders;
- (m) the approval from or on behalf of the Minister of Health Services pursuant to Section 48(1)(a) of the *Hospital Act*;
- (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 Lenders' Remedies Agreement, the Independent Certifier Agreement and the Design-Builder's 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 relevant certificates and other documents relied upon by the Authority's counsel; and
- (p) an original of the Equipment Cash Allowance Account Security Agreement executed by the Authority;
- (q) verification statement confirming registration of the financing statement in favour of the Authority in respect of the Equipment Cash Allowance Account; and
- (r) such other documents as the parties may agree, each acting reasonably.