

**SCHEDULE 24
CLOSING DELIVERIES**

In this Schedule, “certified” means 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, complete and correct copy in full force and effect and unamended as of the date of the relevant certificate.

PART 1 DOCUMENTS TO BE DELIVERED BY PROJECT CO

Unless an original document is specifically referred to below, Project Co shall deliver a certified copy of each of the following documents in accordance with Section 2.17 of this Agreement, in the case of all documents, whether original or certified copies, in such form and substance as shall be satisfactory to the Province:

- (a) an original of this Agreement executed by Project Co;
- (b) an original of the BCIB-Contractor Agreement executed by Project Co, and originals of each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors as of the Effective Date in accordance with Section 1.4(a) of Schedule 21 [Community Benefits Requirements], each executed by the applicable Subcontractor;
- (c) the Principal Contracts, executed by all parties thereto (other than Thales);
- (d) the Guarantees, each executed by all parties thereto;
- (e) the following performance securities to be issued pursuant to the Design-Build Contract, executed by the parties thereto:
 - (i) the DB Contractor Liquid Security (to which the Province is not a beneficiary or multiple obligee), as defined in the Design-Build Contract;
- (f) an original of the Collateral Agreements with the Principal Contractors, executed by all parties thereto (other than the Province, BCTFA and Thales);
- (g) an original of the direct agreement among Project Co, the Design-Build Contractor, Thales and TransLink in the form set out in the ATC Supply Contract, executed by Project Co and the Design-Build Contractor;
- (h) the Initial Shareholder Agreements, executed by the parties to such agreements;
- (i) the Initial Senior Lending Agreements, executed by the parties to such agreements;
- (j) confirmation from the Agent to Project Co confirming all conditions precedent to financing have been met, with certification from Project Co that there have been no changes to such confirmation since the date of issue thereof, if not dated concurrently with the Effective Date;
- (k) an original of the Lenders’ Remedies Agreement, executed by the parties thereto (other than the Province and BCTFA);

- (l) an original of the Insurance Trust Agreement, executed by the parties thereto (other than the Province and BCTFA);
- (m) insurance binders, including the terms of the relevant policies, for the Required Insurance required to be taken out by Project Co with effect from the Effective Date;
- (n) an electronic copy of the Financial Model as at the Effective Date and a printed copy of the Financial Model, each as at the Effective Date, and each certified by a senior officer or director of Project Co, having knowledge of the facts, as being a true, complete and correct copies of the Financial Model and outputs of the Financial Model as at the Effective Date;
- (o) an original of an independent Financial Model audit report addressed to the Province;
- (p) an original certificate of an officer of Project Co certifying true copies of the following:
 - (i) all constating documents of Project Co;
 - (ii) incumbency of the officers of Project Co; and
 - (iii) resolution of the board of directors of Project Co authorizing the execution and delivery of all Project Documents to which Project Co is a party;
- (q) an original certificate of an officer of each Principal Contractor (other than Thales) and each Guarantor of a Principal Contractor certifying true copies of the following:
 - (i) all constating documents of such person;
 - (ii) incumbency of the officers of such person; and
 - (iii) resolution of the board of directors of such person authorizing the execution and delivery of all Project Documents to which such person is a party;
- (r) an original certificate of good standing or equivalent of each of the following:
 - (i) Project Co; and
 - (ii) the Principal Contractors (other than Thales); and
 - (iii) the Guarantors of the Principal Contractors (other than Thales);
- (s) an original opinion, addressed to the Province and BCTFA, of counsel to each of the following as to the formation, including due incorporation or formation, of such person, due authorization, execution and delivery by such person of all Project Documents to which such person is a party and the enforceability of the terms of all Project Documents to which such person is a party against such person:
 - (i) Project Co; and

- (ii) the Principal Contractors (other than Thales) and each Guarantor of the Principal Contractors (other than Thales);
- (t) an original agreement to be bound by the Escrow Agreement pursuant to which Project Co agrees to be bound by the terms of the Escrow Agreement, executed by all the parties to the Escrow Agreement (other than the Province and the Escrow Agent (as defined therein)) and Project Co;
- (u) an original initial Works Schedule which meets the requirements provided in Sections 1.3(c), 1.3(d), and 1.3(f) of Schedule 3 [Project Schedule], and is in all respects consistent with the Project Schedule; and
- (v) such other documents as the parties may agree, each acting reasonably.

PART 2 DOCUMENTS TO BE DELIVERED BY THE PROVINCE AND BCTFA

Unless an original document is specifically referred to below, the Province and BCTFA shall deliver a certified copy of each of the following documents in accordance with Section 2.17 of this Agreement, in the case of all documents, whether original or certified copies, in such form and substance as shall be satisfactory to Project Co:

- (a) an original of this Agreement, executed by the Province and BCTFA;
- (b) an original of the BCIB-Contractor Agreement, and originals of each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors as of the Effective Date in accordance with Section 1.4(a) of Schedule 21 [Community Benefits Requirements], each executed by BCIB;
- (c) an original of the Collateral Agreements with the Principal Contractors, executed by the Province and BCTFA;
- (d) an original of the Collateral Agreement referred to in paragraph (b) of the definition thereof in Section 1.1 of Schedule 1, executed by Thales;
- (e) an original of the Lenders' Remedies Agreement, executed by the Province and BCTFA;
- (f) an original of the Insurance Trust Agreement, executed by the Province and BCTFA;
- (g) Order in Council under the Transportation Act (British Columbia) authorizing the BCTFA to enter into the Project Agreement and the other Project Documents to which BCTFA is a party;
- (h) an original of the ATC Supply Contract, executed by Thales;
- (i) an original of the direct agreement among Project Co, the Design-Build Contractor, Thales and TransLink in the form set out in the ATC Supply Contract, executed by Thales and TransLink;

- (j) an original of the certificates of insurance required under the ATC Supply Contract, as provided by Thales;
- (k) an original certificate of an officer of Thales certifying true copies of the following:
 - (i) all constating documents of Thales;
 - (ii) incumbency of officers of Thales; and
 - (iii) resolution of the board of directors of Thales authorizing execution and delivery of all Project Documents to which Thales is a party;
- (l) an original certificate of good standing or equivalent of Thales;
- (m) an original certificate of an officer of BCTFA certifying a true copy of a resolution of the directors of BCTFA authorizing the execution and delivery by BCTFA of this Agreement, the Lenders' Remedies Agreement, the Collateral Agreement with the Design-Build Contractor and the Insurance Trust Agreement;
- (n) an original certificate of fact of the Deputy Minister of Transportation and Infrastructure under the *Financial Administration Act* (British Columbia), including certification of the following:
 - (i) Guarantees and Indemnities Regulation letter(s) from the Ministry of Finance regarding the indemnities provided by each of the Province and BCTFA under the Province Project Documents; and
 - (ii) a certificate of the Ministry of Transportation and Infrastructure pursuant to section 4 of the *Transportation Act* (British Columbia).
- (o) an original certificate of an officer of BCIB certifying a true copy of a resolution of the directors of BCIB authorizing the execution and delivery by BCIB of the BCIB-Contractor Agreement and each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors as of the Effective Date in accordance with Section 1.3(a) of Schedule 21 [Community Benefits Requirements];
- (p) an original opinion, addressed to the Province and Project Co, of counsel for Thales as to the formation, including due incorporation or formation of Thales, the due authorization, execution and delivery by Thales of all Project Documents to which Thales is a party and the enforceability of the terms of all Project Documents to which Thales is a party against Thales;
- (q) an original agreement to be bound by the Escrow Agreement pursuant to which Project Co agrees to be bound by the terms of the Escrow Agreement, executed by the Province and the Escrow Agent (as defined therein); and
- (r) such other documents as the parties may agree, each acting reasonably.