

SCHEDULE 5
INSURANCE REQUIREMENTS
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APPENDIX 5A LENDER ENDORSEMENTS

APPENDIX 5B LENDER ENDORSEMENTS

SCHEDULE 5

INSURANCE REQUIREMENTS

1. INTERPRETATION

1.1 Definitions

In this Schedule, in addition to the definitions set out in Schedule 1 to this Agreement:

“**Construction CGL Policy**” has the meaning set out in Section 2.1 of this Schedule;

“**Construction Property Policy**” has the meaning set out in Section 2.2 of this Schedule;

“**Insuring Party**” has the meaning set out in Section 4.11 of this Schedule;

“**Lender Endorsements**” means the endorsements set out in Appendix 5A; and

“**Non-Insuring Party**” has the meaning set out in Section 4.11 of this Schedule.

2. CONSTRUCTION-RELATED INSURANCE REQUIREMENTS

2.1 Wrap-Up Liability Insurance

During the Construction Period the Authority will take out and maintain in force, or will cause to be taken out and maintained, commercial general liability insurance on a wrap-up basis (the “**Construction CGL Policy**”) which will include the following terms:

- (a) coverage in an amount of not less than _____ inclusive per occurrence and _____ 0 in the aggregate for bodily injury, death, and damage to property including loss of use thereof;
- (b) an all loss deductible not exceeding _____ per occurrence except for completed operations a deductible not exceeding _____ will apply;
- (c) include as named insureds, the Authority, Project Co, the Design-Builder, Design firms (but excluding their professional liability) and all Sub-Contractors, but excluding suppliers whose only function is to supply or transport products to the Site and security protection firms providing protection at the Site, and not extending to any activities, works, jobs or undertakings of any of the insureds other than those directly related to the Design and the Construction;
- (d) include Lender Endorsements substantially in the form set out in Appendix 5A, including naming [the Senior Lenders] as additional insureds;
- (e) contain a waiver of subrogation against all insureds under the policy except for claims arising out of the rendering of professional services from any architect, engineer, surveyor, or other professional design consultants; and
- (f) include coverage for:

- (1) premises and operations liability;
- (2) damage to existing structures;
- (3) broad form completed operations for a period of _____ after the Substantial Completion Date;
- (4) blanket contractual liability;
- (5) cross liability/severability of interests;
- (6) owners' and contractors' protective liability;
- (7) contingent employer's liability;
- (8) personal injury liability;
- (9) shoring, blasting, excavating, underpinning, demolition, piledriving and caisson work, work below ground surface, and grading, as applicable (details of such work must be reported to insurer);
- (10) bodily injury or property damage resulting directly or indirectly from radioactive isotopes (away from a nuclear facility) which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial use;
- (11) liability with respect to non-owned licensed vehicles, with a sublimit of not less than _____
- (12) broad form property damage;
- (13) limited pollution liability (sudden and accidental with _____) including hostile fire with a sublimit of not less than _____
- (14) blanket tenants legal liability with a sublimit of not less than _____
- (15) use of attached machinery;
- (16) loading and unloading from automobiles;
- (17) loss of use without damage to property;
- (18) partial road use;
- (19) hoist collision liability;
- (20) intentional injury committed to protect persons or property;
- (21) watercraft (not in excess of 10m);

- (22) medical payments of not less than _____ per person and _____ in the aggregate;
- (23) physical damage to non-owned auto with a sublimit of not less than _____
- (24) forest fire fighting expenses with a sublimit of not less than _____ and _____
- (25) employee benefits administrative errors and omissions with a sublimit of not less than _____ in the aggregate.

If the Project involves hot roofing work, it will be a condition of the Construction CGL Policy for Project Co to take out and maintain in force, or cause to be taken out and maintained, from the commencement of hot roofing work until such work is completed, commercial general liability insurance which will include the following:

- (a) coverage in an amount not less than _____ inclusive per occurrence and in the aggregate against bodily injury, personal injury and property damage and including liability assumed under this Agreement;
- (b) include the Authority as an additional insured;
- (c) be endorsed to provide the Authority with _____ advance written notice of adverse material change or cancellation;
- (d) include a cross liability clause; and
- (e) this policy will be treated as primary coverage and the Authority's Wrap-Up Liability Insurance will be treated as excess coverage.

The Authority acknowledges that Project Co has not taken out or caused to be taken out the liability policy referred to in the second paragraph of this Section 2.1 in respect of hot roofing works as at the Effective Date and has not included any costs in the Contract Price associated with the 'hot works warranty' that forms part of the Construction CGL, including the costs associated with the requirement to take out such policy. Project Co will deliver a Change Report within _____ of the Effective Date containing the information required by Schedule 6 and the parties will follow the procedure in Schedule 6 to address the costs associated with the 'hot works warranty' and the requirement to take out the liability policy referred to in the second paragraph of this Section 2.1 by way of an Authority Change.

2.2 Course of Construction Coverage

During the Construction Period the Authority will take out and maintain in force, or will cause to be taken out and maintained, course of construction insurance against "All Risks" of direct physical loss or damage including flood and earthquake (the "**Construction Property Policy**") covering all materials, property, structures and equipment purchased for, entering into or forming part of the Facilities including all Design and Construction, while located on Site during construction, erection, installation and testing of the Facilities which will include the following terms:

- (a) coverage in an amount of not less than the replacement value of the Facilities determined at the time of replacement with the following sublimits:

- (1) for property insured under the policy and stored at an off Site location within Canada, not less than
 - (2) for property insured under the policy and in transit by land within Canada, not less than if such transport by land is not covered by marine cargo insurance;
 - (3) the full replacement value of all material and equipment forming part of the Facilities lifted on Site by cranes during Construction;
 - (4) professional fees to establish quantum of any covered loss, not less than
 - (5) fire fighting expense, not less than
 - (6) debris removal and clean up, not less than of loss subject to a maximum of
 - (7) expediting and extra expense, combined sublimit of not less than
 - (8) immediate repairs, not less than
 - (9) testing and commissioning, not less than and
 - (10) first party pollution/contaminant clean up, not less than
- (b) include coverage for:
- (1) off premises service interruption with a sublimit of not less than (1km radius, a deductible waiting period of , minimum);
 - (2) soft costs;
 - (3) margin of profit;
 - (4) valuable papers, with a sublimit of not less than
 - (5) accounts receivable, with a sublimit of not less than
 - (6) damage resulting from frost/freezing to concrete;
 - (7) interruption by civil authority or apparent civil authority with a sublimit of not less than (4 weeks, 1km radius, a deductible waiting period of , minimum);
 - (8) escalation
 - (9) underground services, temporary buildings and structures, temporary boilers and pressure vessels, scaffolding, false work, forms, hoardings, excavation, site preparation, landscaping and similar work;

- (10) electronic data processing equipment and media, including the cost to restore or recreate data;
 - (11) prevention of ingress or egress with a sublimit of not less than (4 weeks, 1km radius, a deductible waiting period of , minimum);
 - (12) costs of demolition and the increased cost to repair or replace resulting from the application of bylaws or ordinances, with a sublimit of not less than
 - (13) no exclusion of loss or damage caused by electrical or mechanical breakdown, with such insurance included either in the Construction Property Policy or in a separate policy up until the Substantial Completion Date; and
 - (14) no coinsurance clause or margin clause;
- (c) deductibles, per occurrence, not exceeding the following amounts and if more than one deductible applies, the highest one will apply:
- (1) for floods,
 - (2) for water damage and sewer back up,
 - (3) for testing and commissioning,
 - (4) [Intentionally Deleted];
 - (5) for earthquakes, the greater of or of the total insured value of the Facilities at the time of the loss; and
 - (6) for all other insured perils,
- (d) waiting period deductibles, per occurrence, not exceeding the following amounts to be applied separately from any property damage deductible.:
- (1) for soft costs, a waiting period for each month of the project duration subject to a minimum waiting period of and a minimum
- (e) include, as named insureds, the Authority, Project Co, the Design-Builder and all Sub-Contractors, as their interests may appear, and not extending to any activities, works, jobs or undertakings of any of the insureds other than those directly related to the Design and the Construction;
- (f) include Lender Endorsements substantially in the form set out in Appendix 5A, including, without limitation, naming the Senior Lenders as additional insureds and loss payees;
- (g) exclusion for contractor's equipment of any description, except scaffolding, formwork, falsework and hoarding and of any medical equipment supplied, installed, tested or commissioned by the Authority and of any other property supplied by the Authority which will not form a permanent part of the real property of the Facilities;

- (h) permit use and occupancy of the incomplete Facilities by Project Co, the Design-Builder, the Sub-Contractors and the Authority prior to the Substantial Completion Date for:
 - (1) construction purposes;
 - (2) office purposes;
 - (3) installing, testing and commissioning or storing of equipment or machinery; and
 - (4) staff orientation and training; and
- (i) contain a waiver of subrogation against all named insureds and additional named insureds other than architects, engineers, manufacturers or suppliers who are not employees of a named insured or additional named insured for their liability in the event of loss caused by or resulting from any error in design or any other professional error or omission pertaining to the subject of such insurance.

2.3 Other Construction Period Coverage

During the Construction Period, Project Co will take out, maintain in force and renew or will cause to be taken out, maintained and renewed with respect to the Design and the Construction for the Facilities:

- (a) contractors pollution liability insurance which will include the following terms:
 - (1) coverage for clean up, removal, containment, transit or disposal of Hazardous Substances;
 - (2) coverage in an amount of not less than _____ inclusive per occurrence;
 - (3) coverage for Project Co, the Design-Builder and all Sub-Contractors;
 - (4) include coverage against bodily injury, death and damage to property including loss of use thereof;
 - (5) the insurance will not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead-based paint exclusions;
 - (6) include the Authority as an additional insured;
 - (7) contain a waiver of subrogation against the Authority;
 - (8) any "insured vs. insured" exclusion shall not prejudice coverage for the Authority and shall not affect the Authority's ability to bring suit against Project Co, the Design-Builder and all Sub-Contractors as a third party; and
 - (9) a deductible not exceeding _____ per occurrence;
- (b) if the Project involves hot roofing work, liability insurance as set out in Section 2.1;

- (c) automobile liability insurance which will include the following terms:
- (1) coverage in an amount of not less than _____ inclusive per occurrence;
 - (2) coverage for Project Co, the Design-Builder and all Sub-Contractors, which coverage is not required to be in a single policy; and
 - (3) include coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of any automobile used in connection with the Project;
- (d) if aircraft or watercraft are used in connection with the Project and except to the extent covered under the Construction CGL Policy, aircraft (including unmanned aerial vehicles, uncrewed aerial vehicles or drones) and watercraft (including owned and non-owned) liability insurance for bodily injury, death and damage to property including loss of use thereof and including aircraft passenger hazard if applicable which will include the following terms:
- (1) coverage in an amount of not less than _____ inclusive per occurrence;
 - (2) coverage for Project Co, the Design-Builder and all Sub-Contractors;
 - (3) include the Authority as an additional insured;
 - (4) contain a waiver of subrogation against the Authority;
 - (5) any "insured vs. insured" exclusion shall not prejudice coverage for the Authority and shall not affect the Authority's ability to bring suit against Project Co, the Design-Builder and all Sub-Contractors as a third party; and
 - (6) a deductible not exceeding _____ per occurrence;
- (e) if ocean marine cargo is used to transport any of the materials, equipment or property supplied under or used during the Project and which are critical to achieve Substantial Completion, marine cargo insurance, covering all such materials, equipment and other property, which will include the following terms:
- (1) coverage in an amount not less than the full replacement value of the shipment;
 - (2) coverage for Project Co, the Design-Builder and all Sub-Contractors;
 - (3) include the Authority as an additional named insured;
 - (4) subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extensions, and including transit and storage where applicable;
 - (5) if an entire vessel is chartered for shipping materials, equipment or property then charterer's liability insurance will also be provided in amounts sufficient to protect and indemnify the Authority, Project Co, the Design-Builder and all Sub-

Contractors from and against all liability arising out of the chartering of such vessel; and

- (6) a deductible not exceeding _____ per occurrence;
- (f) “all risks” insurance covering all key construction equipment owned, leased or rented by Project Co, the Design-Builder or any Sub-Contractor for use during the Construction or for which any of them may be responsible which will include the following terms:
 - (1) coverage in an amount of not less than actual cash value of such equipment;
 - (2) coverage for Project Co, the Design-Builder and all Sub-Contractors;
 - (3) contain a waiver of subrogation against the Authority; and
 - (4) a deductible not exceeding _____ per occurrence; and
- (g) workers’ compensation insurance in accordance with Schedule 2 [Design and Construction Protocols].

2.4 Project Co Liability Insurance

During the period the Construction CGL Policy is not force, Project Co will take out and maintain in force, or will cause to be taken out and maintained, commercial general liability insurance which will include the following:

- (a) coverage in an amount not less than _____ inclusive per occurrence and in the aggregate against bodily injury, personal injury and property damage and including liability assumed under this Agreement;
- (b) include the Authority as an additional insured;
- (c) be endorsed to provide the Authority with _____ advance written notice of adverse material change or cancellation; and
- (d) include a cross liability clause.

3. PROVINCIAL INSURANCE PROGRAM

3.1 HCPP

During the Construction Period, the Authority may take out and maintain in force, or may cause to be taken out and maintained in force, under the HCPP, insurance covering equipment purchased for, entering into or forming part of the Facility, including medical, diagnostic or imaging equipment that may not otherwise be covered by the Construction Property Policy, and such policy:

- (a) will be made available to Project Co by HCPP and HCPP's obligations under such policy will be supported by an indemnity from the Province of British Columbia in favour of HCPP;
- (b) will provide insurance coverage comparable to or better than the coverage required for such equipment under the Construction Property Policy as described in Section 2.2 of this Schedule;
- (c) will satisfy the requirements set out in Section 4 of this Schedule;
- (d) will be on terms comparable to or better than those offered by Qualified Insurers licensed in British Columbia; and
- (e) will include Lender Endorsements substantially in the form set out in Appendix 5B instead of Appendix 5A

4. GENERAL INSURANCE PROVISIONS

4.1 Insurance Representative

Before commencing any Construction Project Co will appoint an insurance representative who will communicate with the Authority and keep the Authority advised of all material matters of insurance, including claims, possible claims and policy changes or amendments. Project Co will at all times maintain such a representative throughout the Construction Period. Such representative will be an individual located in Canada and Project Co will advise the Authority promptly of any change in such representative.

4.2 Insurers and Terms of Policies

Each of Project Co and the Authority will ensure that all policies for the insurance they are respectively required to obtain pursuant to this Schedule are obtained and maintained with Qualified Insurers licensed in British Columbia and, subject to this Schedule, are in such forms and contain such terms and conditions which are equal to or better than those that would be obtained by prudent owners and operators of projects of similar scope and magnitude to the Project and, in addition to the required inclusions or permitted exclusions for each policy specifically described in this Schedule, include such other inclusions and exclusions as such prudent owner or operator would require or permit.

4.3 Additional Insurance

None of the insurance coverage amounts or sublimits specified in this Schedule limit the liability of Project Co with respect to any obligations of Project Co to the Authority arising under this Agreement. Project Co will obtain and maintain, or cause to be obtained and maintained, at its cost, all such other policies of insurance required by Law or which Project Co deems necessary having regard for the policies of insurance which prudent owners and operators of projects of similar scope and magnitude to the Project would maintain and obtain, or cause to be obtained and maintained, including:

- (a) directors and officers liability and corporate indemnification insurance; and

- (b) professional errors and omissions insurance covering professional error and omissions for which Project Co, the Design-Builder or any Design Professionals may be liable in connection with the Project.

4.4 Particular Requirements of Policies

Without limiting the generality of this Schedule and the provisions of Section 6 (Insurance, Damage and Destruction) of this Agreement:

- (a) each policy of insurance (other than those specified in Sections 2.3(c), 2.3(f), 2.3(g) and 4.3 of this Schedule) required under this Agreement will:
- (1) bear an endorsement to the effect that the insurer will not effect any adverse material change or amendment to the policy or any cancellation of the policy without first giving at least 30 days prior written notice by registered mail to the Authority and each of the other named insureds and loss payees, provided that the Construction CGL Policy and the Construction Property Policy will each bear an endorsement providing that the policy is non-cancellable by the insurer except for the following:
 - (A) non payment of the premium;
 - (B) bankruptcy or insolvency of the named insured;
 - (C) termination of the Project prior to the expiry date of the policy (termination does not refer to the early completion of the Project); or
 - (D) indefinite suspension of the Project,

and the Construction CGL Policy and the Construction Property Policy will each bear an endorsement providing that the insurers will not effect any material adverse change to either such policy;
 - (2) contain an endorsement to the effect that the policy (other than the policies set out in section 2.3 of this Schedule) will not be invalidated and coverage thereunder will not be denied to any insureds by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policy other than as a result of a negligent act, misrepresentation or omission of such insured; and
 - (3) be primary and not require the sharing of any loss by any insurer of the Authority or any other named insured;
- (b) each policy of liability insurance (other than those specified in Sections 2.3(c), 2.3(f), 2.3(g) and 4.3 of this Schedule) required under this Agreement will contain a cross liability and severability of interests endorsement to the effect that Project Co and the Authority and the other insureds will each be entitled to indemnification under such policy

as if each were alone insured under such policy and notwithstanding that the claim in respect of which indemnification is sought is made by any other insured; and

- (c) each policy of property insurance required under this Agreement must be on a stated amount co-insurance basis, other than:
 - (1) the contractor's equipment insurance described in Section 2.3(f) of this Schedule; and
 - (2) the Construction Property Policy.

4.5 Evidence of Insurance

In respect of those policies of insurance required to be maintained by:

- (a) Project Co, upon the issue of and upon every renewal of each such policy, and otherwise upon request by the Authority, Project Co will deliver to the Authority a certificate of insurance of each such policy or other satisfactory evidence of adequate insurance; and
- (b) the Authority, upon the issue of and upon every renewal of each such policy, and otherwise upon request by Project Co, the Authority will deliver to Project Co a certificate of insurance of each such policy or other satisfactory evidence of adequate insurance.

On request, the party responsible for obtaining any policy of insurance required under this Schedule will provide to the other party a certified copy of such policy within a reasonable period of such request.

No review or approval of any insurance certificate or insurance policy by either party will derogate from or diminish such party's rights under this Agreement.

4.6 Claims

Project Co will:

- (a) maintain a written register of all claims and incidents that might reasonably result in a claim under any of the policies of insurance required by this Agreement and will allow the Authority to inspect such register at any time; and
- (b) notify the Authority within five Business Days after making any claim under any of the policies for the insurance required by this Agreement where the value of the claim exceeds \$10,000 or (regardless of the value of the claim) the claim involves personal injury or death, accompanied by full particulars of the incident giving rise to the claim.

4.7 Project Co Deductibles

Subject to Section 4.8 of this Schedule, Project Co will be responsible for the deductible portion of, or waiting period for, any claim made on any policy of insurance maintained pursuant to this Schedule.

4.8 Authority Deductibles

The Authority will be responsible for the deductible portion of, or waiting period for, any claim made on the policies of insurance maintained pursuant to this Schedule and made in respect of any:

- (a) earthquake or flood, except to the extent that the flood or the flood damage is caused by, attributable to or increased by the actions or inactions of Project Co or any Project Co Person; or
- (b) Compensation Event.

4.9 No Indemnification for Insured Claims

Subject to Sections 8.3 (Project Co's Entitlements Upon Occurrence of a Compensation Event), 8.4 (Project Co's Entitlements Upon Occurrence of a Relief Event), and 8.6 (Parties' Entitlements Upon Occurrence of an Eligible Change in Law Event), Project Co will not be entitled to claim compensation, indemnification or reimbursement from the Authority under this Agreement to the extent that Project Co:

- (a) is entitled to recover any such amounts under any insurance in force at the time of loss; or
- (b) would have been entitled to recover any such amounts under any insurance if it had complied with its obligation to take out and maintain, or cause to be taken out and maintained, insurance in accordance with this Agreement.

4.10 Compliance

- (a) Project Co will comply with the terms, conditions and requirements of all policies for the insurance required by this Schedule and will not do or omit to do, or permit to be done or omitted by any Project Co Person, anything on or with respect to the Facilities or the Lands that could reasonably be expected to result in the cancellation of any insurance required by this Schedule, or that would reasonably be expected to entitle any insurer to refuse to pay any claim under the policy for any such insurance.
- (b) The Authority will not do, or permit to be done by any Authority Person, anything on or with respect to the Facilities or the Lands that could reasonably be expected to result in the cancellation of any insurance required by this Schedule, or that would entitle any insurer to refuse to pay any claim under the policy for any such insurance.
- (c) The Authority and Project Co will, and Project Co will cause the Design-Builder and the Sub-Contractors to:
 - (1) comply with all insurance policy warranties made known to them; and
 - (2) take any and all special precautions necessary to prevent fires occurring in or about the Facilities as required by the terms of the Construction Property Policy.

4.11 Failure to Insure

Subject to Section 6.15 (Consequences of Risks becoming Uninsurable), if either party (the “**Non-Insuring Party**”) fails or refuses to obtain or maintain in force any insurance required to be effected by it under this Schedule, or to provide evidence of such insurance and renewals in relation thereto as and when required and in accordance with this Schedule, the other party (the “**Insuring Party**”) will, without prejudice to any of its other rights under this Agreement or otherwise, have the right itself to procure such insurance, in which event any amounts paid by the Insuring Party for that purpose together with all reasonable costs incurred by the Insuring Party in procuring such insurance will become due and payable by the Non-Insuring Party to the Insuring Party.

4.12 Design-Builder and Sub-Contractors

Project Co will determine the applicable insurance coverage to be obtained by the Design-Builder and Sub-Contractors provided that such insurance coverages will be consistent with insurance that prudent sub-contractors would be required to maintain for projects of similar scope and magnitude to the Project.

5. INSURANCE PAYMENT

5.1 Project Co Premiums

Project Co will pay all premiums payable under the following policies of insurance required to be maintained pursuant to this Schedule:

- (a) those described in Section 2.3 (Other Construction Period Coverage) of this Schedule, subject to Section 5.3 (Increases in Premiums) of this Schedule; and
- (b) any other policies of insurance obtained by Project Co pursuant to Section 4.3 (Additional Insurance) of this Schedule.

5.2 Authority Premiums

The Authority will pay all premiums under the policies of insurance described in this Schedule other than those set out in Section 5.1.

5.3 Increases in Premiums

If and to the extent any increase in the amount of any premium payable in respect of any policy of insurance the premium for which is to be paid by the Authority pursuant to Section 5.2 of this Schedule is reasonably attributable to the acts or omissions of Project Co or any Project Co Person, Project Co will pay the amount of any such increase.

APPENDIX 5A

LENDER ENDORSEMENTS

With respect to any policy of insurance noted in Schedule 5 as requiring these Lender Endorsements, Project Co and the Authority will use all reasonable efforts to have the underwriters of such policies include terms and endorsements substantially similar to those set out in this Appendix 5A with such changes and amendments as may reasonably be required in the context of the coverage provided under, and the wording contained in, each such policy.

Notwithstanding any other provision of this Policy, the following endorsement shall apply:

Section I: Definitions

1. In this endorsement:

Authority means Fraser Health Authority;

Credit Agreement means the credit agreement dated as of the Effective Date between Project Co and the Finance Parties.

Effective Date means June 29, 2021;

Finance Parties means the Lender's Agent, the Senior Lenders and the Hedge Providers;

Hedge Providers has the meaning specified under the Credit Agreement;

Insurance Account means the account described as such in the Credit Agreement;

Insured means those parties so described in the policy declarations;

Insurers means the insurer or insurers underwriting this insurance policy;

Lenders' Agent means The Bank of Nova Scotia, as administrative agent;

Project means the project described in the declarations to this Policy;

Project Co means EllisDon Infrastructure BHRP Inc.; and

Senior Lenders means each of the lenders from time to time under the Credit Agreement.

Section II: Policy formation/basis

2. Separate Policy

All the provisions of this Policy (except for those relating to limits of liability) shall operate as if there were a separate policy covering each Insured. Accordingly, the liability of the Insurers under this Policy to any one of the Insured shall not be conditional upon the due observance and fulfilment of any other Insured of

the terms of this Policy and of any duties imposed upon it relating thereto and shall not be affected by any failure in such observance or fulfilment of any such other Insured.

3. Interest of the Finance Parties and the Authority

- 3.1 The Insurers acknowledge that the Finance Parties and (in respect of third party liabilities) their respective officers, directors, employees, secondees and assigns are each additional insureds under this Policy and that the premium specified in this Policy provides consideration for their being insured parties.
- 3.2 The Insurers acknowledge that the Authority and (in respect of third party liabilities) its officers, directors, employees, secondees and assigns are each additional insureds under the sections of this Policy relating to property damage and third party liability risks and that the premium specified in this Policy provides consideration for their being insured parties.

4. Liability for premium

The Finance Parties shall not be liable for the payment of any premium under this Policy although they may choose to pay the premium.

5. Disclosure

- 5.1 The Finance Parties shall have no duty of disclosure to Insurers in relation to the Policy.
- 5.2 The Insurers acknowledge to the Finance Parties alone that (i) they have received adequate information in order to evaluate the risk of insuring Project Co in respect of the risks hereby insured on the assumption that such information is not materially misleading, (ii) there is no information which has been relied on or is required by Insurers in respect of their decision to co-insure the Finance Parties or their directors, officers, employees or agents, and (iii) in agreeing to enter into this Policy, they have not relied upon or taken into account any information supplied to them by any Finance Party. The acknowledgements provided by the Insurers in this clause 5.2 shall have no effect on any rights that Insurers might have had under or in relation to the Policy against any party (including Project Co) other than the Finance Parties in the absence of such acknowledgements.
- 5.3 Non-disclosure or misrepresentation by one Insured shall not be attributable to any other Insured who did not actively participate in that non-disclosure or misrepresentation. Without prejudice to the protections afforded to the Insured by this endorsement, no one Insured represents or warrants the adequacy or accuracy of any information provided or representation made by or on behalf of any other Insured.

Section III: Rights to avoid/cancel or change Policy terms

6. Non-vitiation

- 6.1 The Insurers undertake to each Insured that the Policy will not be invalidated as regards the rights and interests of such Insured and that the Insurers will not seek to avoid any liability under this Policy because of any act, neglect, error or omission made by any other Insured, including

any failure by any other Insured to disclose any material fact, circumstance or occurrence, any misrepresentation by any other Insured or any breach or non-fulfilment by any other Insured of any condition, warranty or provision contained in the policy.

- 6.2 The Insurers agree that no Insured shall be penalised or prejudiced in any way by any unintentional or inadvertent misrepresentation, non-disclosure, want of due diligence or breach of any declaration, terms, condition or warranty of this Policy (together “the Relevant Matter”), but that this shall not apply as regards the individual Insured responsible for the Relevant Matter if that Insured fails to notify the Insurers or the brokers through whom the Policy was placed as soon as reasonably practicable after the management or managers of that Insured become aware or are made aware of the Relevant Matter.

7. Cancellation

- 7.1 The Insurers agree that they shall not seek to cancel or suspend the construction phases of this insurance except: for non payment of premium;
- 7.2 The Insurers shall promptly notify the Lenders Agent and the Authority in writing of any default in the payment of premium and shall give the Lenders Agent and the Authority at least 30 days notice in writing before voiding this Policy for non-payment of premium, in order to give an opportunity for that premium to be paid within the notice period.

8. Changes in cover

The Insurers shall give the Lenders Agent and the Authority at least 30 days notice in writing before any reduction in cover or increase in excess or deductible under this Policy takes effect. Nothing in this clause shall give the Insurers any right which they do not otherwise have to reduce cover or increase any excess or deductible under this Policy.

9. Amendments to Endorsement

During the term of this Policy, the provisions of this endorsement may only be amended by written agreement between Project Co, the Insurers and the Lenders Agent, such amendment to be endorsed on the Policy.

Section IV: Claims

10. Notice of claims

- 10.1 Notice of claim by the Authority or the Finance Parties or any other party entitled to indemnity under the Policy shall, in the absence of manifest error, be accepted by Insurers as a valid notification of claim on behalf of all other Insureds subject to the full terms of the Policy.

11. Claim Payments/Loss Payee

Payments made in accordance with this Clause 11 shall, to the extent of the payment, discharge the Insurers' liability to pay Project Co or any other Insured.

- 11.1 In respect of property and boiler and machinery risks only

All claim payments or return premium shall be paid into the Insurance Account or to such other account as the Lenders Agent may specify in writing.

11.2 In respect of the insurance under this Policy of third party liability risks only

All claim payments in respect of a third party liability shall be paid to person(s) whose claim(s) constitute the risk or liability insured against except in the case where the Insured has properly discharged its liability to such person(s), in which case the claim payment shall be paid to the Insurance Account or such account as the Lenders Agent directs in writing.

Any return premiums shall be paid to the Insurance Account or such other account as the Lenders Agent directs in writing.

11.3 In respect of the insurance under this Policy of loss of revenue risks only

All claim payments or return premiums shall be paid to the Insurance Account or such other account as the Lenders Agent directs in writing.

12. Waiver of subrogation

The Insurers waive all rights of subrogation howsoever arising which they may have or acquire against any Insured described within the appropriate Schedules arising out of any occurrence in respect of which any claim is admitted and is insured hereunder for the benefit of such Insured except against any:

- (i) such Insured (or officer, director, employee, agent or assign) who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition; or
- (ii) consultant or equivalent professional party to the extent that their professional errors, omissions or activities not covered by this Policy have caused or contributed to a loss covered under this Policy; or
- (iii) supplier or manufacturer to the extent that their errors, omissions or activities not covered by this Policy have caused or contributed to a loss covered under this Policy; or
- (iv) such Insured to the extent that they are entitled to recover in respect of a loss under cover falling within sub-clause 13(a)–(e) below (or would be so insured if cover in the terms set out in this Policy had not been taken out).

13. Primary insurance

The Insurers agree that this insurance provides the primary cover for risks insured under this Policy. In the event that any risk insured under this Policy is also insured under any other policy of insurance effected by any Insured, the Insurers agree to indemnify the Insured as if such other policy of insurance did not exist except in respect of:

- (a) excess layers of third party cover effected specifically for the Project;

- (b) any third party liability claim against the Insured which exceeds the applicable limit of indemnity under this Policy, in which case the liability of the Insurers for additional legal costs and expenses shall be limited to the proportion that the applicable limit of indemnity bears to the total claim against the Insured;
- (c) any claim under this Policy to which a Marine 50/50 Clause applies, if any;
- (d) any claim made under a Contingent Motor Liability extension to this Policy, if any; or
- (e) any claim relating to a loss which is insured against (or would be insured but for a double insurance provision or similar or the application of a deductible) under:
 - (i) any other policy specifically effected for the construction or operational phase(s) of the Project; or
 - (ii) a latent or inherent defects policy or engineering or mechanical breakdown policy specifically effected for the Project;
 or a related business interruption insurance policy.

Section V: Miscellaneous

14. Notice of Security Interest

The Insurers acknowledge that by an assignment contained in a general security agreement dated on or about the Effective Date (the "Assignment"), Project Co assigned by way of security to the Finance Parties all benefits and rights in respect of this insurance and all claims and returns of premiums in respect thereof to which the Insured is or may at a future time become entitled. The Insurers confirm that they have not been notified of any other assignment of or security interest in Project Co's interest in this insurance.

15. Notice

- 15.1 All notices or other communications under or in connection with the Policy will be in writing and will be considered to have been sufficiently given if delivered by hand or transmitted by electronic transmission as set out below. Any such notice given by Insurers will be deemed to be given on the earlier of:
- (a) if delivered by hand during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
 - (b) if delivered by electronic mail during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day provided that:

- (i) the receiving party has, by electronic mail or by hand delivery, acknowledged to the notifying party that it has received such notice; or
- (ii) within 24 hours after sending the notice, the notifying party has also delivered a copy of such notice to the receiving party by hand delivery.

15.2 The address and email of the Lenders Agent for all notices under or in connection with the Policy are those notified from time to time by the Finance Parties for this purpose to the insurance broker at the relevant time. The initial address and email of the Lenders Agent is as follows:

Address: **The Bank of Nova Scotia, as administrative agent**
 Global Banking and Markets
 40 King Street West - 64th Floor
 Toronto, Ontario M5H 3Y2

Attention: Chris Wing
 Email: chris.wing@scotiabank.com

15.3 The address and email of the Authority for all notices under or in connection with the Policy are those notified from time to time by the Authority for this purpose to the insurance broker at the relevant time. The initial address and email of the Authority is as follows:

Address: **Fraser Health Authority**
 Administration
 Burnaby Hospital
 3935 Kincaid Street, Burnaby, BC V5G 2X6

Attention: Noor Esmail , Chief Project Officer & Executive Director
 Email: noor.esmail@fraserhealth.ca

With a copy to:

Attention: Mandeep Edmonds , Deputy Chief Project Officer
 Email: mandeep.edmonds@fraserhealth.ca

Attention: Kristalina Dinovsky-Kutev, Director, Design and Construction
 Email: kristalina.dinovsky-kutev@fraserhealth.ca

16. Governing law & Jurisdiction

The Policy shall be governed and interpreted in accordance with the Law of British Columbia.

This endorsement overrides any conflicting provision in this Policy.

**APPENDIX 5B
LENDER ENDORSEMENTS**

Notwithstanding any other provision of this Coverage Agreement, the following endorsement shall apply:

Section I: Definitions

1. In this endorsement:

Authority means Fraser Health Authority;

Credit Agreement means the credit agreement dated as of the Effective Date between Project Co and the Finance Parties;

Effective Date means June 29, 2021;

HCA means those parties so described in the Coverage Amount declarations;

Hedge Providers has the meaning specified under the Credit Agreement;

Insurance Account means the account described as such in the Credit Agreement;

Lenders' Agent means The Bank of Nova Scotia, as administrative agent;

Program means the Health Care Protection Program;

Project means the project described in the declarations to this Coverage Agreement;

Project Co means EllisDon Infrastructure BHRP Inc.; and

Senior Lenders means each of the lenders from time to time under the Credit Agreement.

Section II: Coverage Agreement formation/basis

2. Separate Coverage Agreement

All the provisions of this Coverage Agreement (except for those relating to limits of liability) shall operate as if there were a separate Coverage Agreement covering each HCA. Accordingly, the liability of the Program under this Coverage Agreement to any one of the HCA shall not be conditional upon the due observance and fulfilment of any other HCA of the terms of this Coverage Agreement and of any duties imposed upon it relating thereto and shall not be affected by any failure in such observance or fulfilment of any such other HCA.

3. Interest of the Senior Lenders and the Authority

3.1 The Program acknowledges that the Senior Lenders and (in respect of third party liabilities) their respective officers, directors, employees, secondees and assigns are each additional interests under this Coverage Agreement.

3.2 The Program acknowledges that the Authority and (in respect of third party liabilities) its officers, directors, employees, secondees and assigns are each additional interests under the sections of this Coverage Agreement relating to property damage and third party liability losses.

4. Disclosure

4.1 The Senior Lenders shall have no duty of disclosure to the Program in relation to the Coverage Agreement. Nevertheless, on the written request of the Program, the Senior Lenders shall provide the Program with access to any relevant due diligence report(s) commissioned by the Senior Lenders relating to the Project and the Program shall keep such report(s) confidential and shall accept such information without rights of recourse against the party / parties that prepared the said reports.

4.2 The Program acknowledges to the Senior Lenders alone that (i) they have received adequate information in order to evaluate the risk of insuring Project Co in respect of the risks hereby covered on the assumption that such information is not materially misleading, (ii) there is no information which has been relied on or is required by Program in respect of their decision to cover the Senior Lenders or their directors, officers, employees or agents, and (iii) in agreeing to enter into this Coverage Agreement, they have not relied upon or taken into account any information supplied to them by any Senior Creditor. The acknowledgements provided by the Program in this clause 4.2 shall have no effect on any rights that Program might have had under or in relation to the Coverage Agreement against any party (including Project Co) other than the Senior Lenders and the Lenders' Agent in the absence of such acknowledgements.

4.3 Non-disclosure or misrepresentation by one party of the HCA shall not be attributable to any other party of the HCA who did not actively participate in that non-disclosure or misrepresentation. Without prejudice to the protections afforded to the HCA by this endorsement, no one HCA represents or warrants the adequacy or accuracy of any information provided or representation made by or on behalf of any other HCA.

Section III: Rights to avoid / cancel or change Coverage Agreement terms

5. Non-vitiation

5.1 The Program undertakes to each HCA party that the Coverage Agreement will not be invalidated as regards the rights and interests of such HCA party and that the Program will not seek to avoid any liability under this Coverage Agreement to such HCA party because of any act, neglect, error or omission made by any other HCA party, including any failure by any other HCA party to disclose any material fact, circumstance or occurrence, any misrepresentation by any other HCA party or any breach or non-fulfilment by any other HCA party of any condition, warranty or provision contained in the Coverage Agreement.

5.2 The Program agrees that no HCA party shall be penalized or prejudiced in any way by any unintentional or inadvertent misrepresentation, non-disclosure, want of due diligence or breach of any declaration, terms, condition or warranty of this Coverage Agreement (together the "**Relevant Matter**"), but that this shall not apply as regards the individual HCA party responsible for the Relevant Matter if that HCA party fails to notify the Program as soon as reasonably practicable

after the management or managers of that HCA party become aware or are made aware of the Relevant Matter.

6. Cancellation

The Program shall promptly notify the Lenders' Agent and the Authority in writing in the event of any

6.1 suspension, cancellation, termination; or

6.2 non-renewal of this Coverage Agreement by the Program or by the HCA. The cover provided by this Coverage Agreement shall continue in force and unaltered for at least 30 days after written notice of such suspension, cancellation, termination or non-renewal is given to the Lenders' Agent and the Authority. Nothing in this clause shall give the Program any right to suspend, cancel or terminate this Coverage Agreement which the Program does not otherwise have under this Coverage Agreement.

7. Changes in cover

The Program shall give the Lenders' Agent and the Authority at least 30 days' notice in writing before any reduction in cover or increase in excess or deductible under this Coverage Agreement takes effect. Nothing in this clause shall give the Program any right which it did not otherwise have to reduce cover or increase any excess or deductible under this Coverage Agreement.

8. Amendments to Endorsement

During the term of this Coverage Agreement, the provisions of this endorsement may only be amended by written agreement between Project Co, the Program and the Lenders' Agent, such amendment to be negotiated in good faith by such parties, acting reasonably, and endorsed on the Coverage Agreement.

Section IV: Claims

9. Notice of claims

Notice of claim by the Authority or the Senior Lenders or any other party entitled to indemnity under the Coverage Agreement shall, in the absence of manifest error, be accepted by Program as a valid notification of claim on behalf of all other HCAs subject to the full terms of the Coverage Agreement.

10. Claim Payments/Loss Payee

Payments made in accordance with this Clause 10 shall, to the extent of the payment, discharge the Program's liability to pay Project Co or any other HCA party.

10.1 In respect of property and boiler and machinery risks only

All claim payments or return premium shall be paid into the Insurance Account.

10.2 In respect of the coverage under this Coverage Agreement of third party liability risks only

All claim payments in respect of a third party liability shall be paid to person(s) whose claim(s) constitute the risk or liability covered against except in the case where the HCA party has properly discharged its liability to such person(s) and the Program has investigated such claim and agreed to the amount of such claim payment or settlement, in which case the claim payment shall be paid to the Insurance Account.

10.3 In respect of the coverage under this Coverage Agreement of loss of revenue risks only
All claim payments shall be paid to the Insurance Account.

10.4 Set-off

Program shall not set off or deduct any amounts payable by Project Co under or in relation to the Coverage Agreement.

11. Waiver of Subrogation

The Program waives all rights of subrogation howsoever arising which they may have or acquire against any HCA party described within the appropriate Schedules arising out of any occurrence in respect of which any claim is admitted and is covered hereunder for the benefit of such HCA party except against any:

11.1 such HCA party (or officer, director, employee, agent or assign) who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of Coverage Agreement condition;

11.2 such HCA party to the extent that they are entitled to recover in respect of a loss under cover falling within sub-clauses 12(a)–(d) below (or would be so covered if cover in the terms set out in this Coverage Agreement had not been taken out).

12. Primary Coverage

The Program agrees that this coverage agreement provides the primary cover for risks covered under this Coverage Agreement. In the event that any risk covered under this Coverage Agreement is also covered under any other coverage agreement or policy of insurance effected by any HCA party, the Program agrees to indemnify the HCA party as if such other coverage or insurance did not exist except in respect of:

- (a) excess layers of third party cover effected specifically for the Project;
- (b) any third party liability claim against the HCA party which exceeds the applicable limit of indemnity under this Coverage Agreement, in which case the liability of the Program for additional legal costs and expenses shall be limited to the proportion that the applicable limit of indemnity bears to the total claim against the HCA party;
- (c) any claim made under a Contingent Motor Liability extension (if any) to this Coverage Agreement, if any; or
- (d) any claim relating to a loss which is covered against (or would be covered but for a double insurance provision or similar or the application of a deductible) under:
 - (i) any other coverage or insurance specifically effected for the Project; or
 - (ii) a latent or inherent defects coverage or insurance, or engineering or mechanical breakdown coverage or insurance, specifically effected for the Project;
 - (iii) or a related business interruption coverage or policy of insurance.

Section V: Miscellaneous

13. Notice of Security Interest

The Program acknowledges that by an assignment contained in a general security agreement dated on or about the Effective Date (the “**Assignment**”), Project Co assigned by way of security to the Senior Lenders all benefits and rights in respect of this Coverage Agreement and all claims in respect thereof to which the HCA is or may at a future time become entitled. The Program confirm that they have not been notified of any other assignment of or security interest in Project Co’s interest in this Coverage Agreement.

14. Notice

14.1 All notices or other communications under or in connection with the Coverage Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand or transmitted by electronic transmission as set out below. Any such notice given by Program will be deemed to be given on the earlier of:

- (a) if delivered by hand during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
- (b) if delivered by electronic mail during business hours (and in any event, at or before 3:00 pm local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day provided that:
 - (i) the receiving party has, by electronic mail or by hand delivery, acknowledged to the notifying party that it has received such notice; or
 - (ii) within 24 hours after sending the notice, the notifying party has also delivered a copy of such notice to the receiving party by hand delivery.

14.2 The address and email of the Lenders’ Agent for all notices under or in connection with the Coverage Agreement are those notified from time to time by the Senior Lenders for this purpose to the Program at the relevant time. The initial address and email of the Lenders’ Agent is as follows:

Address: **The Bank of Nova Scotia, as administrative agent**
Global Banking and Markets
40 King Street West - 64th Floor
Toronto, Ontario M5H 3Y2

Attention: Chris Wing
Email: chris.wing@scotiabank.com

14.3 The address and email of the Authority for all notices under or in connection with the Coverage Agreement are those notified from time to time by the Authority for this purpose to the Program at the relevant time. The initial address and email of the Authority is as follows:

Address: **Fraser Health Authority**
Administration
Burnaby Hospital
3935 Kincaid Street, Burnaby, BC V5G 2X6

Attention: Noor Esmail , Chief Project Officer & Executive Director
Email: noor.esmail@fraserhealth.ca

With a copy to:

Attention: Mandeep Edmonds , Deputy Chief Project Officer
Email: mandeep.edmonds@fraserhealth.ca

Attention: Kristalina Dinovsky-Kutev, Director, Design and Construction
Email: kristalina.dinovsky-kutev@fraserhealth.ca

15. Governing law & Jurisdiction

The Coverage Agreement shall be governed and interpreted in accordance with the Laws of British Columbia.

This endorsement overrides any conflicting provision in this Coverage Agreement.