

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

Project Co will deliver to the Owner each of the following documents in accordance with Section 2.2(b) of this Agreement:

- (a) this Agreement executed by Project Co;
- (b) [Intentionally Deleted]
- (c) the Senior Financing Agreements, executed by the parties to such agreements;
- (d) certification from Project Co that:
 - (1) [Intentionally Deleted];
 - (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) the Lenders’ Remedies Agreement, executed by the parties to such agreement (other than the Owner);
- (f) the Design-Build Agreement, executed by the parties to such agreement;
- (g) the Performance Guarantee of the Construction Guarantor, executed by the Construction Guarantor;
- (h) the following documents executed (unless otherwise stated herein) by the parties thereto:
 - (1) Design-Builder:
 - (A) Performance Plus Bond in relation to the Design-Build Agreement;
 - (B) Labour and Materials Bond in relation to the Design-Build Agreement; and
 - (C) PCL Group Performance Guarantee with respect to the Design-Build Agreement.

In each case the performance and other security will provide for a novation or assignment to the Owner 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 Owner exercises its rights under the Design-Builder’s Collateral Agreement;

- (i) evidence of Sub-Contractor default insurance for the Design-Builder's Sub-contractors;
- (j) the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Owner);
- (k) the opinion of counsel to the Design-Builder (as Design-Builder and as Construction Guarantor) that the Design-Builder exists, is extra-provincially registered in British Columbia, has the power and capacity to enter into the Design-Build Agreement, the Design-Builder Collateral Agreement and the Performance Guarantee of Construction Guarantor, 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 Owner and its counsel, acting reasonably;
- (l) [Intentionally Deleted];
- (m) [Intentionally Deleted];
- (n) the Independent Certifier Agreement, executed by the parties to such agreement (other than the Owner);
- (o) 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;
- (p) a certificate of an officer of the Design-Builder certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Design-Builder;
 - (2) incumbency of the officers of the Design-Builder;
 - (3) the constating documents of the Design-Builder;
- (q) certificate of good standing for each of the following:
 - (1) Project Co; and
 - (2) the Design-Builder.
- (r) certificate of good standing in respect of extra-provincial registration in British Columbia for each of the following:
 - (1) Project Co; and
 - (2) the Design-Builder.
- (s) 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;

- (t) notice of appointment of Representative to be appointed by Project Co under this Agreement;
- (u) the opinion from counsel to Project Co that Project Co exists, is extra-provincially registered in British Columbia, 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 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 of 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 Owner and its counsel, acting reasonably, and including relevant certificates and other documents relied upon by Project Co's counsel;
- (v) the Financial Model (in electronic format);
- (w) a certificate from Project Co certifying that the electronic version of the Financial Model is a true and correct copy of the Financial Model;
- (x) an audit of the Financial Model;
- (y) the Schedule of Values;
- (z) the Energy Model; and
- (aa) such other documents as the parties may agree, each acting reasonably

3. DOCUMENTS TO BE DELIVERED BY THE OWNER

The Owner will deliver to Project Co each of the following documents in accordance with Section 2.2(a) of this Agreement:

- (a) this Agreement executed by the Owner;
- (b) the Lenders' Remedies Agreement, executed by the Owner;
- (c) the Performance Guarantee of the Construction Guarantor, executed by the Owner;
- (d) the Design Builder's Collateral Agreement, executed by the Owner;
- (e) the Independent Certifier Agreement, executed by the Owner;
- (f) a certificate of an officer of the Owner certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Owner;
 - (2) incumbency of the officers of the Owner executing the foregoing documents;
 - (3) the by-laws of the Owner;
- (g) a notice of appointment of the Representative to be appointed by the Owner under this Agreement;

- (h) the Guarantee executed by the Minister of Finance of British Columbia;
- (i) the opinion from the Ministry of the Justice for British Columbia that the Guarantee referred to in Section 3(h) 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;
- (j) the approval from or on behalf of the Minister of Health pursuant to Section 48(1)(a) of the Hospital Act, if required;
- (k) a copy of an insurance binder or certificates of insurance for all policies required to be taken out by the Owner for the Construction Period in accordance with this Agreement;
- (l) the opinion from counsel to the Owner that the Owner exists, has the power and capacity to enter into this Agreement, the Lenders' Remedies Agreement, the Independent Certifier Agreement and the Design-Builder Collateral Agreement, and that such documents have been duly authorized, executed and delivered by the Owner, create valid and binding obligations, and are enforceable against the Owner 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 Owner's counsel; and
- (m) such other documents as the parties may agree, each acting reasonably.