

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 limited partnership agreement of Project Co and the equity commitment agreement between the General Partner and Plenary Investments XIII (Canada) Inc.;
- (c) the Senior Financing Agreements, executed by the parties to such agreements;
- (d) certification from Project Co that:
 - (1) the agreements referred to in Section 2(b) have been unconditionally delivered and that the subscriptions of equity (and other funding) under such agreements have been made or will be made on the dates set out therein and in accordance with their respective terms;
 - (2) the Senior Financing Agreements have been unconditionally delivered; and
 - (3) subject to the conditions to the availability of a draw as set out in Section 7.3 of the Note Indenture, all conditions to the availability of funds to Project Co under the Senior Financing Agreements have been satisfied or waived;
- (e) the Lenders’ Remedies Agreement, executed by the parties to such agreement (other than the Authority);
- (f) the Insurance Trust 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) the Services Contract, executed by the parties to such agreement;
- (i) the following documents executed by the parties thereto:

- (1) the Service Commencement Letter of Credit (as defined in the Design-Build Agreement);
- (2) the Post-Service Commencement Letter of Credit (as defined in the Design-Build Agreement);
- (3) the PCL Guarantee (as defined in the Design-Build Agreement); and
- (4) the Parent Guarantee (as defined in the Services Contract);

In each case the performance and other security will provide for a novation or assignment to the Authority if the Authority exercises its rights under the Design-Builder's Collateral Agreement or Service Provider's Collateral Agreement, as applicable;

- (j) an original of the Design-Builder's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (k) an original of the opinion of counsel to the Design-Builder and PCL Construction Group Inc. in respect of the Design-Build Agreement, the PCL Guarantee (as defined in the Design-Build Agreement) and the Design-Builder's Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (l) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
- (m) an original of the opinion of counsel to the Service Provider in respect of the Services Contract and the Service Provider's Collateral Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (n) an original of the opinion of Saskatchewan counsel to Project Co in respect of the enforceability of the Parent Guarantee (as defined in the Services Contract), such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
- (o) interface agreement between Material Contract Parties, executed by the parties to such agreement;
- (p) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
- (q) a certificate of an officer of the General Partner certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the General Partner;
 - (2) incumbency of the officers of the General Partner; and
 - (3) the constating documents of the General Partner;
- (r) 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; and
 - (3) the constating documents of the Design-Builder;
- (s) a certificate of an officer of PCL Construction Group Inc. certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of PCL Construction Group Inc.;
 - (2) incumbency of the officers of PCL Construction Group Inc.; and
 - (3) the constating documents of PCL Construction Group Inc.;
- (t) a certificate of an officer of the general partner of the Service Provider certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of the general partner of the Service Provider;
 - (2) incumbency of the officers of the general partner of the Service Provider; and
 - (3) the constating documents of the general partner of the Service Provider;
- (u) a certificate of an officer of Johnson Controls, Inc. certifying true copies of the following:
- (1) an authorizing resolution of the board of directors of Johnson Controls, Inc.;
 - (2) incumbency of the officers of Johnson Controls, Inc.; and
 - (3) the constating documents of Johnson Controls, Inc.;
- (v) certificate of good standing for the General Partner;
- (w) certificate of status for Project Co;
- (x) statement of extra-provincial registration in Saskatchewan for Project Co and the General Partner;
- (y) a copy of an insurance binder for all policies required to be taken out by Project Co for the Construction Period in accordance with this Agreement;
- (z) an original notice of appointment of Representatives to be appointed by Project Co under this Agreement;
- (aa) an original of the opinion from counsel to Project Co that Project Co and the General Partner exist, 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 Collateral Agreement and the Service Provider Collateral Agreement and the interface agreement between the Material Contract Parties and Project Co, 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, 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;

- (bb) a certificate from Project Co certifying Schedule 15 [Financial Model], and the electronic version of the same, are true and correct copies of the Financial Model;
- (cc) 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 copy of the Lenders' Remedies Agreement, executed by the Authority;
- (c) an original copy of the Insurance Trust Agreement, executed by the Authority;
- (d) an original of the Design Builder's Collateral Agreement, executed by the Authority;
- (e) an original of the Service Provider'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;
 - (3) the by-laws of the Authority;
- (h) an original notice of appointment of the Representatives to be appointed by the Authority under this Agreement;
- (i) an original copy of the approval from or on behalf of the Minister of Health pursuant to Section 30(1) of *The Regional Health Services Act* (Saskatchewan);
- (j) 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; and
- (k) such other documents as the parties may agree, each acting reasonably.