

Appendix 5A

Insurance Requirements

Construction Period Insurance

From Effective Date until Service Commencement Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
"All Risks" Course of Construction Property Including Boiler and Machinery	Value declared to be equal to the estimated completed Project value of the Facility, including property of every description, all equipment, and all other property supplied by the Authority for incorporation into the Facility. Delay in Start-Up (minimum 12 month indemnity period) Soft Costs representing 100% of Recurring / Continuing Soft Costs) All sublimits form part of the Limit of Liability. Extra and Expediting Expense (minimum sub-limit)	3% of Project values exposed at the time of loss minimum Earthquake Flood/ Water Damage/Sewer Backup All other losses Testing & Commissioning Delay in Start-Up – 30 day waiting period Extra Expense/Service Interruption Ingress/Egress/ Civil Authority – 1 day waiting period Design Error	"All Risks" Course of Construction Property Insurance covering the full insurable replacement cost of the Construction including cold and hot testing / commissioning, of Boiler & Machinery equipment, including HVAC, Soft Costs, with no early occupancy restriction. This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or the Senior Lenders.	
	Principal Extensions: <ul style="list-style-type: none"> • Replacement Cost Valuation (Property) • Most Recent Technology Replacement Cost Valuation • Flood (to policy limit with annual 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
	aggregate)			
	<ul style="list-style-type: none"> Natural or man-made earth movement, including earthquake, landslide or subsidence (to policy limit with annual aggregate) Electronic Data Processing equipment and media, including data restoration and re-creation costs Offsite Storage sublimit) Debris Removal (minimum sub-limit) Off-Premises Services sub-limit) Transit sub-limit) Professional Fees (minimum sub-limit) Fire Fighting Expenses (minimum sub-limit) By-laws including Demolition, Increased Cost of Repairs and Replacement sub-limit) Radioactive contamination caused by sudden and accidental release of radioactive isotopes (resulting from an accident to measuring, testing or medical equipment and subject to a sub-limit) Valuable Papers (minimum sub-limit) Pollution Land and Water Clean Up (per occurrence, term aggregate) Hazardous Substances (minimum sub-limit) Accounts Receivable sublimit Defense Costs sublimit Civil Authority Access Interruption (8 weeks) sub-limit Prevention of Ingress/Egress (8 weeks) sub-limit 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
	<ul style="list-style-type: none"> • Cost of Carrying Project Financing (33 Months), included in Soft Costs coverage • Margin of Profit Extension for Contractors • Testing and Commissioning (60 day period per object) • Permission to Occupy <p>Principal Exclusions:</p> <ul style="list-style-type: none"> • Cyber risk • Mould, fungi and fungal derivatives • Faulty workmanship, materials construction, or design but resultant damage to be insured to a minimum DE4 standard • War risk • Terrorism • Nuclear or radioactive contamination, except re radioactive isotopes intended for scientific, medical, industrial or commercial use • Contractors' Equipment • Any resulting delay from an Inland Marine Cargo policy or Ocean Marine Cargo loss. • Pollution (land and water clean up) included to the sublimit provided. Pollution from previous on site operations is excluded. • Any prototypical equipment or process. 			
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured includes Project Co and its Affiliates, Senior Lenders, the Design-Builder, Sub-Contractors, sub-subcontractors, consultants and sub-consultants and the Authority and Prairie Health, as their respective interests may appear • No provision permitted allowing a coinsurance penalty • Insurance will be primary without right of contribution of any other insurance carried by any Named Insured or Loss Payee • Additional key extensions of coverage: <ul style="list-style-type: none"> • Underground services, temporary works involved in the Project such as scaffolding, hoarding, etc., Site preparation, including excavation and associated improvements, landscaping and property of others used in the Project • Losses payable to the Insurance Trust Account as defined in the Insurance Trust Agreement, subject to the provisions of the Insurance 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
			<ul style="list-style-type: none"> Trust Agreement • Waiver of subrogation against all Named and Unnamed Insureds, including but not limited to Project Co and its Affiliates, the Authority, Design-Builder, Sub-Contractors, sub-subcontractors, professional consultants (other than for their professional liability), Senior Lenders, as well as officers, directors, employees, servants and agents of the foregoing • Frost or freezing to concrete – but only resultant damage from a peril not otherwise excluded • Errors and Omissions • Fire Fighting Expenses • Joint loss Agreement • Breach of Conditions • Interims Payments Clause • Loss payable to Account Trustee and distributed in accordance with the Insurance Trust Agreement • Upon Service Commencement cover will cease and be replaced by the Operating Period boiler and machinery insurance policy 	
<i>Underwriters</i>			<ul style="list-style-type: none"> • Principal underwriters will each be a Qualified Insurer. 	

Construction Period Insurance

From Effective Date until Service Commencement Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
Wrap-Up Commercial General Liability and Non-Owned Automobile Liability	<p>each occurrence, and in the annual aggregate with respect to Broad Form Products and Completed Operations</p> <p>Minimum Sub-limits:</p> <ul style="list-style-type: none"> • Non-Owned Automobile Liability • Sudden and Accidental Pollution and Hostile Fire Pollution Liability • "All Risks" Tenants' Legal Liability • Prairie or Forest Fire Fighting Expenses • Employee Benefits Administrative Errors and Omissions • Legal Liability for Damages To Non-owned Automobiles (SEF 94) • Medical Payments <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Owner's and Contractor's Protective • Blanket Contractual (written and oral) • Personal Injury • Cross Liability and Severability of Interest with respect to each insured party • Blasting/demolition/excavating/under-pinning/pile driving/ shoring/ 	<p>Property Damage/Bodily Injury per occurrence</p> <p>Employee Benefits Administrative Errors and Omissions, SEF 94, Forest Prairie or Forest Fire Fighting Expenses, Tenants' Legal Liability</p>	<p>Wrap-Up Commercial General Liability and Non-Owned Automobile Liability insurance covering all Project operations on an occurrence basis against claims for Bodily Injury (including Death), Personal Injury, Property Damage (including Loss of Use), and including Products and Completed Operations Liability extension or Extended Maintenance Period for a term of not less than 24 months, effective from Service Commencement Date.</p> <p>Coverage will be maintained continuously from the Effective Date until the Service Commencement Date, at which time the Products and Completed Operations Period will take effect.</p> <p>This coverage will be primary with respect to the Project without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p> <p>Pollution Liability – Sudden and Accidental Pollution coverage to be not less than IBC 2313 form (120 hours detection/120 hours notice coverage structure).</p>	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
	caisson work/work below ground surface/tunnelling/grading, and similar operations associated with the Construction, as applicable			
	<ul style="list-style-type: none"> • Elevator and Hoist Collision Liability • Liberalized Notice of Claim Requirement, i.e., requirement to report will commence when knowledge is held by a designated project person(s) – to be identified by Project Co • Non-Owned Automobile Liability • Sudden and Accidental Pollution and Hostile Fire Pollution Liability (subject to sub-limit) • Tenants' Legal Liability (All Risks) – (subject to sub-limit) • Prairie or Forest Fire Fighting Expense (subject to sub-limit) • Employee Benefits Administrative Errors and Omissions (subject to sub-limit) • Legal Liability for Damages to Hired Automobiles (SEF 94) (subject to sub-limit) • Medical Payments (subject to sub-limit) • Permission for Unlicensed Vehicles (partial road use) • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Worldwide Territory (suits brought in Canada/US) • Accident Benefits 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
Principal Exclusions:				
<ul style="list-style-type: none"> • Death, illness or injury to employees • Property in the care, custody or control of the insured, except as provided under Broad Form Products and Completed Operations period • Operation of licensed motor vehicles, other than attached machinery while used for its purpose, on or at the Site • Physical damage to the Construction of the Facility, except during Broad Form Products and Completed Operations period • Cyber risk • Mould, fungi and fungal derivatives • Professional liability of engineers, architects, and other professional consultants • Nuclear or radioactive contamination, except release radioactive isotopes intended for scientific, medical, industrial or commercial use • Terrorism 				
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured includes Project Co and its Affiliates, the Authority, Prairie Health, the Senior Lenders, Project Co Persons involved in the Project, including the Design-Builder, Sub-Contractors, sub-subcontractors, suppliers and trades while working on the Site, consultants and sub-consultants, (other than for professional liability), others as Additional Insureds, as may be required from time to time, arising from all operations and activities pertaining to the Construction and the control and use of the Site • Directors, officers, shareholders, employees of the insured parties involved in the Project are covered as Additional Insureds • Insurance is primary without right of contribution of any other insurance carried by any Named Insured other than motor liability, employers liability or professional liability • Aggregate limits will be permitted for Products and Completed Operations, Sudden and Accidental Pollution Liability, Tenants' Legal Liability, Prairie or Forest Fire Fighting Expenses and Employee Benefits Administrative Errors and Omissions; no policy general aggregate will be permitted • Professional service activities integral to the Project, but not covering engineers, architects or other professional consultants (i.e., incidental professional liability risk of a Named Insured and their employed professionals) are to be covered, but not the professional liability of independent fee-for-service professional consultants, architects or engineers • Waiver of subrogation of insurers' rights of recovery, against all Named and/or Additional Insureds, including Project Co and its affiliates, the Authority, the Design-Builder, Sub-Contractors, sub-subcontractors, consultants and sub-consultants (other than for their professional liability) and 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated Premium
	Senior Lenders, as well as officers, directors, employees, servants and agents of the foregoing			
<i>Underwriters</i>		<ul style="list-style-type: none"> Principal underwriters will each be a Qualified Insurer. 		

Construction Period Insurance

From Effective Date until Service Commencement Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Project Specific Professional Liability	minimum per claim / in the aggregate (inclusive of defence and related costs and supplementary payments) Principal Extensions: <ul style="list-style-type: none"> • Primary Insurance extension • Automatic addition of firms • Present, former partner, executive officer, director or shareholder of Named Insureds while acting within their scope of duties for the Named Insured • Any individuals or personal corporations retained by the Named Insured under a personal services contract • Claim defined as a written or oral demand for money or a written or oral allegation in breach in the rendering or failure to render professional services received by the Insured or Named Insured and resulting from a single error, omission or neglect • Lawyer fees and associated expenses incurred in the investigation, defence, settlement, arbitration or litigation of claims • Duty to defend, even if the 	per claim inclusive of defence and all costs and expenses	Project Specific Professional Liability Insurance in connection with the Design and Construction of the Project from beginning of first Design, through to Service Commencement Date plus coverage for an extended reporting period of not less than 36 months. This coverage will be primary with respect to the Project without right of contribution of any insurance carried by the Authority or the Senior Lenders.	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
	<p>allegations are groundless, false or fraudulent</p> <ul style="list-style-type: none"> Worldwide territory (suits brought in Canada) Mitigation of loss Project Co Endorsement Contractor Endorsement <p>Principal Exclusions:</p> <ul style="list-style-type: none"> Express warranties or guarantees Estimates of Profit or Returns Faulty workmanship, construction or work which is alleged or in fact not constructed in accordance with the Design and Construction Specifications Design or manufacture of any good or products sold or supplied by the Named Insured Terrorism Nuclear Liability Judgments and awards deemed uninsurable by law Liability assumed under the Design-Build Agreement, unless such liability would have attached to the Named Insured by law in the absence of the Design-Build Agreement Punitive or exemplary damages, fines, penalties or interest or liquidated damages or fees Refusal to employ, termination of employment, humiliation or discrimination on any basis or other employment related practices or policies 			
<i>Comments</i>	<ul style="list-style-type: none"> Named Insured: Design-Builder (as appropriate), all engineers, architects and other professional consultants and sub-consultants that provide 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
			professional design services in connection with the the Project <ul style="list-style-type: none"> • Professional services covered: including but not limited to all architectural, engineering, land surveying, environmental, landscape architectural, interior design/space planning, soil and material testing services, geotechnical services and procurement services, including their replacements and/or sub-consultants of any tier • Retroactive Date: Full retroactive coverage from date of first Design activity • Policy to be non-cancellable except for premium non-payment, material misrepresentation or concealment of facts, or a material breach of any condition of the policy 	
<i>Underwriters</i>			<ul style="list-style-type: none"> • Principal underwriters will each be a Qualified Insurer. 	

Construction Period Insurance

From Effective Date until Service Commencement

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Project Specific Pollution Liability	<p>minimum per claim / in the aggregate (inclusive of defence and all costs)</p> <p>Principal Extensions:</p> <ul style="list-style-type: none"> Hazardous Substances occurring at or emanating from the Site during the Policy Period Microbial Matter (including Fungus/Mould) Underground / above ground storage tanks First Party Restoration and Clean-up Costs Disposal Site Extension, including Transportation (reporting required) Duty to Defend Contractual Liability Emergency Response Costs <p>Principal Exclusions:</p> <ul style="list-style-type: none"> Terrorism War Intentional Non-compliance Prior Knowledge Death, illness or injury to employees Professional Liability Nuclear Liability Property Damage to Motor Vehicles during Transportation 	<p>per claim inclusive of defence and all costs and expenses</p>	<p>Pollution Liability insurance covering third party bodily injury, property damage, consequential loss or damage, including clean-up and restoration costs, both at the Site and off-Site (as related to the Project), as required.</p> <p>Territory – Coverage for claims made in Canada or the United States</p> <p>Extended Reporting Period: Minimum of 36 months after Service Commencement Date.</p> <p>This coverage will be primary with respect to the Project without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p>	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
<i>Comments</i>	<ul style="list-style-type: none"> Named Insured will include Project Co and its Affiliates and all other parties engaged in the Project, including the Design-Builder, Sub-Contractors, sub-subcontractors, consultants and sub-consultants The Authority, Prairie Health and the Senior Lenders will be identified as Additional Insureds or insured clients of Project Co and its Affiliates The directors, officers, shareholders, and employees of the foregoing will be Additional Insureds 			
<i>Underwriters</i>	<ul style="list-style-type: none"> Principal underwriters will each be a Qualified Insurer. 			

Construction Period Insurance

From Effective Date until Service Commencement Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Automobile Liability	(Minimum) for Project Co and Design-Builder vehicles (Minimum) for vehicles of any Sub-Contractors, sub-subcontractors, consultants, sub-consultants, workmen, tradesmen or other persons working on or at the Site		Standard Form for all vehicles operated by Project Co, the Design-Builder, all Sub-Contractors, sub-subcontractors, consultants and sub-consultants operated in connection with the Construction. Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any licensed vehicle. Project Co and Design-Builder policies will be endorsed to preclude cancellation, except upon 60 days prior written notice provided to the Authority and the Senior Lenders.	
Commercial General Liability and Non-Owned Automobile Liability or Third-Party Liability	each occurrence, and in the annual aggregate with respect to Broad Form Products and Completed Operations for Project Co and the Design-Builder each occurrence, and in the annual aggregate with respect to Broad Form Completed Operations for any Sub-Contractors, sub-subcontractors, consultants, and sub-consultants, workers, trades, or other persons involved in the Construction In both instances, limits of liability may be structured as any combination of Primary plus supplementary layers and Umbrella and/or Excess, or Primary plus Umbrella and/or Excess Sub-limits (Project Co and the Design-Builder):		Commercial General Liability insurance covering all operations on an occurrence basis against claims for Bodily Injury (including Death), Broad Form Property Damage (including Loss of Use), and including Broad Form Products and Completed Operations Liability. This Commercial General Liability Insurance will cover off-Site activities connected to the Project not insured under the Wrap-Up Commercial General Liability and Non-Owned Automobile Liability insurance. This insurance will be maintained in effect from the Effective Date until twelve (12) months following the earlier of the termination of the insured's person's involvement in the Project and the Service Commencement Date. Policies will be endorsed to preclude cancellation, except upon 90 days prior written notice provided to the Authority and the Senior Lenders.	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
<p>Owner's and Contractor's Protective extensions</p>	<ul style="list-style-type: none"> • Full policy limits with respect to Non-Owned Automobile Liability <p>Principal Extensions (required to be provided by the Project Co and the Design-Builder; endeavoured to be provided by any Sub-Contractors, sub-subcontractors, consultants, and sub-consultants, workers, trades or other persons involved in the Project):</p> <ul style="list-style-type: none"> • Owner's and Contractor's Protective • Blanket Contractual (written) • Personal Injury (nil participation) • Cross Liability and Severability of Interest with respect to each insured party • Blasting/demolition/excavating/under-pinning/pile driving/shoring/caisson work/work below ground surface/tunnelling/grading, and similar operations associated with the Construction (as applicable) • Elevator and Hoist Collision Liability • Non-Owned Automobile Liability • Permission for Unlicensed Vehicles' (partial road use) • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Worldwide Territory (suits brought in Canada/US) <p>Principal Exclusions:</p>			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
			(where applicable). This coverage will include Project Co Procured Equipment. This coverage will be primary with respect to the Project without right of contribution of any insurance carried by the Authority or the Senior Lenders.	
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured includes Project Co and its Affiliates, Senior Lenders, the Design-Builder, Sub-Contractors, sub-subcontractors, consultants and sub-consultants and the Authority, as their respective interests may appear. • Losses payable to the Insurance Trust Account as defined in the Insurance Trust Agreement, subject to the provisions of the Insurance Trust Agreement. • Waiver of subrogation against Project Co and its Affiliates, the Authority, Prairie Health, Design-Builder, Sub-Contractors, sub-subcontractors, professional consultants (other than for their professional liability), Senior Lenders, as well as officers, directors, employees, servants and agents of the foregoing. 			
“All Risks” Contractors’ Equipment To cover Project Co, the Design-Builder, Sub-Contractors, sub-subcontractors consultants and sub-consultants	Actual cash value of loss or indemnity value basis of loss settlement is acceptable		Completion critical Contractors’ Equipment, owned, rented, leased or borrowed which is used at the Site. Coverage to be on an All Risks basis.	
<i>Comments</i>	Waiver of subrogation rights against Project Co and its affiliates, the Authority, Prairie Health, the Design-Builder, Sub-Contractors, sub-subcontractors, consultants, sub-consultants, Senior Lenders, as well as officers, directors, shareholders and employees of the foregoing.			
Comprehensive Crime	per loss with respect to Employee Dishonesty		Comprehensive Crime insurance, including Employee Dishonesty insurance against the fraudulent/dishonest acts of employees of Project Co and its Affiliates and coverage for Broad Form Money and Securities, Money Orders and Counterfeit Paper, Depositors’ Forgery, Computer Fraud and Funds Transfer Fraud, Audit Expenses and Credit Card Forgery. Custodial endorsement extending protection to third parties.	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Underwriters (All insurances that are to be provided or caused to be provided by Project Co)	Principal underwriters will each be a Qualified Insurer.		Insurance primary without right of contribution of any other insurance carried by the Authority or the Senior Lenders.	
Workers' Compensation	In accordance with applicable Laws and the requirements of any Governmental Authority	Not Applicable	<p>i) Project Co and its Affiliates will obtain and maintain, at Project Co's expense, Workers' Compensation coverage in accordance with applicable Laws.</p> <p>(ii) Project Co will ensure that satisfactory evidence of Workers' Compensation coverage is provided by all relevant Project Co Affiliates, including all other consultants, sub consultants, the Design-Builder, Sub-Contractors, suppliers, workers and trades working at the Site.</p> <p>Prior to commencement of the work, each of the foregoing will provide satisfactory written confirmation of compliance, from the appropriate Governmental Authority, including confirmation that all required assessments have been paid to date.</p> <p>On request, within 30 days of such request, Project Co will deliver to the Authority evidence of the Workers' Compensation coverage in accordance with applicable Laws and the requirements of any Governmental Authority.</p>	

Operating Period Insurance

From the Service Commencement Date until the Expiry Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
<p>“All Risk” Property</p>	<p>Full Replacement Cost of all property associated with the Facility, while on the Site or while in transit, including material and supplies destined for incorporation into the Facility or intended to be used in the performance of the Services and all In-Contract Equipment</p> <p>For certainty, Project Co is not required to insure Category 1 Equipment and Category 2 Equipment</p> <p>Business Interruption (Gross Revenue or Gross Profits Form), – 12 months period of indemnity – including interdependency and contingent coverage re losses at key supplier premises, property in transit or in storage off-Site</p> <p>Extra and Expediting Expenses (minimum sub-limit)</p> <p>If commercially available, such business interruption insurance should be extended to include infectious disease as a peril that triggers the business interruption coverage</p> <p>Principal Extensions:</p> <ul style="list-style-type: none"> Replacement Cost Valuation (Property) 	<p>3% of project values exposed at the time of loss minimum</p> <p>Earthquake</p> <p>Flood/ Water Damage/Sewer Backup</p> <p>All other losses</p> <p>30 days waiting period applicable to time element coverages</p>	<p>All Risks Property insurance covering all property to be insured with a sum insured equivalent to the full replacement cost value of the property insured, and including necessary business interruption and expediting expenses.</p> <p>Such insurance will include Inland Transportation, By-Laws and Off Premises coverage.</p> <p>Coverage will be maintained continuously from the Service Commencement Date until the Expiry Date.</p> <p>This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p>	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
	<ul style="list-style-type: none"> • Most Recent Technology Replacement Cost Valuation (Equipment or Machinery) • Flood (to policy limit with annual aggregate) • Natural or man-made earth movement, including earthquake, landslide or subsidence (to policy limit with annual aggregate) • Electronic Data Processing equipment and media, including data restoration and re-creation costs • Debris Removal (minimum sub-limit) • Transit (minimum sub-limit) • Unnamed locations (minimum sub-limit) • Professional Fees (minimum sub-limit) • Fire Fighting Expenses (minimum sub-limit) • Valuable Papers (minimum sub-limit) • Accounts Receivable (minimum sub-limit) • Contamination Clean-up or Removal (minimum sub-limit) • Civil Authority Access Interruption (minimum 8 weeks) • Prevention of Ingress/Egress (minimum 8 weeks) • Automatic Coverage for Newly Acquired Locations (90 day reporting period acceptable) • By-Laws including demolition and increased replacement / repair costs 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
	<ul style="list-style-type: none"> Off premises services interruption Radioactive contamination caused by sudden and accidental release of radioactive isotopes resulting from an accident to medical equipment) Joint Loss Agreement (if separate "All Risk" Property and Boiler and Machinery policies are arranged) Lender's Endorsement <p>Permitted Exclusions:</p> <ul style="list-style-type: none"> Cyber risk Mould, fungi and fungal derivatives Faulty workmanship, materials construction, or design but resultant damage to be insured War risk Terrorism Nuclear or radioactive contamination, except re radioactive isotopes intended for scientific, medical, industrial or commercial use 			
<i>Comments</i>	<ul style="list-style-type: none"> Named Insured includes Project Co and its Affiliates, Senior Lenders, the Service Provider, Sub-Contractors, sub-subcontractors, consultants and sub-consultants, the Authority and Prairie Health as their respective interests may appear All loss proceeds payable to the Insurance Trust Account in accordance with the Insurance Trust Agreement No provision allowing a coinsurance penalty Waiver of Subrogation against all Insureds, including but not limited to Project Co, the Senior Lenders, as well as officers, directors and employees, servants, and agents of the foregoing 			
Underwriters	<ul style="list-style-type: none"> Principal underwriters will each be a Qualified Insurer. 			

Operating Period Insurance

From the Service Commencement Date until the Expiry Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Boiler & Machinery	<p>Limit of each Accident to an Insured Object</p> <p>Business Interruption Insurance valued at the sum of the forward future availability payments based on a 12 month indemnity period</p> <p>If a covered accident to insured objects(s) causes an interruption to services, the Business Interruption loss will include the costs of carrying the Project financing, during the affected period</p> <p>Sub-limits each):</p> <ul style="list-style-type: none"> • Ammonia Contamination • Automatic Coverage • Bylaws • Errors and Omissions • Expediting Expenses • Extra Expense • Hazardous Substances • Professional Fees • Water Damage 	<p>per claim, Direct Damage</p> <p>Business Interruption – Maximum 30 day Waiting Period</p>	<p>Boiler & Machinery insurance on a Comprehensive Policy Form basis including HVAC, but not medical equipment, on a full replacement cost basis, including all appropriate endorsements and extensions as well as necessary business interruption and Expediting and Extra Expense coverage.</p> <p>Boiler and Machinery Insurance may be arranged on a combined Property/Boiler and Machinery basis, subject to the Boiler and Machinery section of such a policy being arranged on a Comprehensive Form basis.</p> <p>Coverage will be maintained continuously from the Service Commencement Date, or activation, (whichever occurs first) until the Expiry Date.</p> <p>This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p>	
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured includes Project Co and its Affiliates, Senior Lenders, the Service Provider, Sub-Contractors, sub-subcontractors, consultant and sub-consultants, the Authority and Prairie Health as their respective interests may appear • All loss proceeds payable to the Insurance Trust Account in accordance with the Insurance Trust Agreement • As nearly as possible, coverage will be structured to dovetail with the Property Insurance • Lender's Endorsement 			
Underwriters	Principal underwriters will each be a Qualified Insurer.			

Operating Period Insurance

From the Service Commencement Date until the Expiry Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Commercial General Liability and Non-Owned Automobile Liability	<p>each accident or occurrence and in the aggregate with respect to Products and Completed Operations</p> <p>Sub-limits:</p> <ul style="list-style-type: none"> • Non-Owned Automobile Liability, unless coverage provided under automobile liability insurance • Sudden and Accidental Pollution, and Hostile Fire Pollution • "All Risks" Tenants' Legal Liability, if any exposure • Prairie or Forest Fire Fighting Expense • Employee Benefits • Administrative Errors and Omission Liability • Legal Liability for Damages To Non-owned Automobiles (SEF 94), unless coverage provided under automobile liability insurance • Medical Payments <p>Principal Extensions:</p> <ul style="list-style-type: none"> • Owner's and Contractor's Protective • Blanket Contractual (written) • Personal Injury (nil participation) • Cross Liability and Severability of Interest with respect to each insured 	<p>per occurrence</p>	<p>Commercial General Liability insurance covering all operations on an occurrence basis against claims for personal injury (including bodily injury and death), Broad Form Property Damage (including Loss of Use), and including Broad Form Products and Completed Operation Liability insurance.</p> <p>Coverage will be maintained continuously from the Service Commencement Date until the Expiry Date.</p> <p>Pollution Liability – Sudden and Accidental Pollution coverage to be not less than IBC 2313 form (240 hours detection/240 hours notice coverage structure). To include Hostile Fire extension.</p> <p>This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or Senior Lenders.</p>	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
	<ul style="list-style-type: none"> party • Blasting/demolition/excavating/under-pinning/pile driving/shoring/caisson work/work below ground surface/tunnelling/grading, and similar operations associated with the Construction (as applicable) • Elevator and Hoist Collision Liability • Non-Owned Automobile Liability • Permission for Unlicensed Vehicles' (partial road use) • Unlicensed Equipment • Loss of Use Without Property Damage • Loading and Unloading of Automobiles • Broad Form Property Damage • Broad Form Completed Operations • Intentional Injury, committed to Protect Persons or Property • Worldwide Territory (suits brought in Canada/US) • Lender's Endorsement <p>Principal Exclusions:</p> <ul style="list-style-type: none"> • Death, illness, injury to employees • Property in the care, custody or control of the insured, except as provided under Broad Form Products and Completed Operations • Operation of licensed motor vehicles, other than attached machinery while used for its purpose, or at the Site • Cyber risk • Mould, fungi and fungal derivatives • Professional liability of engineers, architects, and other professional consultants • Nuclear or radioactive contamination, except release of radioactive isotopes intended for 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
	scientific, medical, industrial or commercial use			
	<ul style="list-style-type: none"> • Terrorism 			
<i>Comments</i>	<ul style="list-style-type: none"> • Named Insured includes Project Co and its Affiliates, the Authority, Prairie Health, Senior Lenders, the Service Provider, Project Co Persons involved in the Services, including all other contractors, Sub-contractors, sub-subcontractors, suppliers while working on Site, tradesmen while working on Site, engineers, architects, consultants and sub-consultants (other than for professional liability), and others as additional insureds, as may be required from time to time, arising from all operations and activities pertaining to the Services, and the control and use of the Site • Directors, officers, shareholders, employees of the insured parties involved in the Services are covered as Additional Insureds • Insurance is primary without right of contribution of any other insurance carried by any Named Insured, the Senior Lenders or their Agent • Aggregate limits will be permitted for Products and Completed Operations, Prairie and Forest Fire Fighting Expenses, Sudden and Accidental and Hostile Fire Liability and Employee Benefits Administrative Errors & Omissions Liability; no policy general aggregate will be permitted • Professional service activities integral to the Services, but not covering engineers, architects or other professional consultants, e.g. incidental professional liability risk of a Named Insured and their employed professionals is to be covered, but not the professional liability of independent fee-for-service professional consultants, architects or engineers • Waiver of Subrogation of insurers' rights of recovery, against all Named and/or Additional Insureds, including Project Co, the Authority, Prairie Health, the Service Provider, Sub-Contractors and sub-subcontractors; professional consultants, engineers and architects (other than for their professional liability), Senior Lenders, as well as officers, directors, employees, servants and agents of the foregoing 			
<i>Underwriters</i>	<ul style="list-style-type: none"> • Principal underwriters will each be a Qualified Insurer. 			

Operating Period Insurance

From the Service Commencement Date until the Expiry Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Environmental Impairment (Pollution) Liability	Minimum per claim and in the aggregate for all claims, inclusive of defense and all costs and expenses Principal Extensions: <ul style="list-style-type: none"> Hazardous Substances occurring at or emanating from the Facility or Site during the Policy Period Microbial Matter (including Fungus/Mould) Biological Agents Underground / above ground storage tanks First Party Restoration and Clean-up Duty to Defend Contractual Liability Lender's Endorsement Permitted Exclusions: <ul style="list-style-type: none"> Terrorism Intentional Non-Compliance WSIB War Employers Liability Nuclear Liability Professional Liability 	per claim inclusive of defense and all costs and expenses	<p>Pollution Liability insurance covering third party bodily injury and property damage liability, consequential loss or damage, including necessary on-Site and off-Site clean-up costs, both at the Site and Off-Site, as required. Coverage is extended to include underground and above ground storage tanks.</p> <p>Coverage will be maintained continuously from the Service Commencement Date until the Expiry Date.</p> <p>This insurance will include a twelve (12) month extended discovery period and reporting period provision in the event of termination of the Policy or in the event termination of the Project Agreement for any reason, including its expiration.</p> <p>This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p>	
<i>Comments</i>	<ul style="list-style-type: none"> It is permissible for Project Co to extend the construction pollution policy to include pollution events occurring during the Operating Period, on an annual basis throughout the term. Named Insured will include Project Co and its Affiliates and all other parties engaged in the Project, including the Service Provider, Sub-Contractors, sub-subcontractors, consultants and sub-consultants. 			

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
			<ul style="list-style-type: none"> The Authority, Prairie Health and the Senior Lenders will be identified as Additional Insureds or insured clients and its Affiliates The directors, officers, shareholders and employees of the foregoing will be Additional Insureds. 	
Underwriters			<ul style="list-style-type: none"> Principal underwriters will each be a Qualified Insurer. 	

Operating Period Insurance

From the Service Commencement Date until the Expiry Date

Insurances to be provided, or caused to be provided, by Project Co

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
Automobile Liability	(Minimum) for Project Co and Service Provider vehicles (Minimum) for vehicles of any Sub-Contractors, sub-subcontractors, consultants, sub-consultants, workmen, tradesmen or other persons working on or at the Site		<p>Standard Form for all vehicles operated by Project Co, the Service Provider, all Sub-Contractors, sub-subcontractors, consultants and sub-consultants operated in connection with the Services.</p> <p>Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) arising out of any licensed vehicle.</p> <p>Coverage will be maintained continuously from the Service Commencement Date until the Expiry Date.</p> <p>Project Co and Service Provider policies will be endorsed to preclude cancellation, except upon 60 days prior written notice provided to the Authority and the Senior Lenders.</p>	
Underwriters			Principal underwriters will each be a Qualified Insurer.	
Comprehensive Crime	per extension		<p>Comprehensive Crime insurance including coverage for Employee Dishonesty against the fraudulent/dishonest acts of employees of Project Co and its Affiliates, coverage for Broad Form Money and Securities, Money Orders and Counterfeit Paper, Depositors' Forgery, Computer Fraud and Funds Transfer Fraud, Audit Expenses and Credit Card Forgery.</p> <p>Custodial endorsement extending protection to third</p>	

Type	Amount	Maximum Deductibles	Principal Cover	Estimated
<p>parties.</p> <p>Coverage will be maintained continuously from the Service Commencement Date and at all times thereafter until the Expiry Date.</p> <p>This coverage will be primary with respect to the Facility without right of contribution of any insurance carried by the Authority or the Senior Lenders.</p>				
<i>Comments</i>				
Underwriters	<ul style="list-style-type: none"> Principal underwriters will each be a Qualified Insurer. 			
Workers' Compensation	In accordance with applicable Laws and the requirements of any Governmental Authority	Not Applicable	<p>Project Co and its Affiliates will obtain and maintain, at Project Co's expense, Workers' Compensation coverage in accordance with applicable Laws.</p> <p>(ii) Project Co will ensure that satisfactory evidence of Workers' Compensation coverage is provided by all relevant Project Co Affiliates, including all other consultants, sub consultants, the Service Provider, Sub-Contractors, suppliers, workers and trades working at the Site.</p> <p>Prior to commencement of the work, each of the foregoing will provide satisfactory written confirmation of compliance, from the appropriate authority, including confirmation that all required assessments have been paid to date.</p> <p>On request, within 30 days of such request, Project Co will deliver to the Authority evidence of the Workers' Compensation coverage in accordance with applicable Laws and the requirements of any Governmental Authority.</p>	