
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 agreement or agreements between partners, shareholders or other equity holders of Project Co relating to Project Co, including any agreement relating to the subscription of equity (or other funding, including Junior Debt) by such parties in Project Co, executed by the parties to such agreements;
- (c) the Senior Financing Agreements, executed by the parties to such agreements;
- (d) certification from Project Co (to be delivered on Financial Close) that:
 - (1) the agreement or agreements referred to in item 2(b) are unconditional in accordance with their terms, accompanied by evidence of the same and that the subscriptions of equity (and other funding) under such agreement or agreements have been made and all subscribed equity has been contributed or acceptable equity support has been provided, accompanied by evidence of the same; and
 - (2) either:
 - (A) the Senior Financing Agreements are unconditional; or
 - (B) 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 Authority);
- (f) an original of 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;

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- (h) the Services Contract, executed by the parties to such agreement;
 - (i) the following documents executed (unless otherwise stated herein) by the parties thereto:
 - (1) Design-Builder:
 - (A) Design-Builder Performance Bond;
 - (B) Design-Build Guarantee from DB Guarantor (Bird); and
 - (C) Design-Build Guarantee from DB Guarantor (Wright).
 - (2) Service Provider:
 - (A) Services Guarantee from Services Guarantor.
- In each case the performance and other security will provide for a novation or assignment to the Authority if, subject to the Senior Lenders' rights under the Lenders' Remedies Agreement, 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 in respect of the Design-Build Agreement, the Design-Builder's Collateral Agreement and the interface agreement between the Project Contractors and Project Co, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
 - (l) an original of the opinion of counsel to the guarantor of the Design-Builder in respect of the guarantee given in support of the Design-Build Agreement, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
 - (m) an original of the Service Provider's Collateral Agreement, executed by the parties to such agreement (other than the Authority);
 - (n) an original of the opinion of counsel to the Service Provider in respect of the Services Contract, the Service Provider's Collateral Agreement and the interface agreement between the Material Contract Parties and Project Co, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
 - (o) an original of the opinion of counsel to the guarantor of the Service Provider in respect of the guarantee given in support of the Services Contract, such opinion to be in a form acceptable to the Authority and its counsel, acting reasonably;
 - (p) the interface agreement between the Project Contractors and Project Co, executed by the parties to such agreement;

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- (q) an original of the Independent Certifier Agreement, executed by the parties to such agreement (other than the Authority);
 - (r) a certificate of an officer of each of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert) certifying true copies of the following:
 - (1) respective authorizing resolutions of the board of directors of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert);
 - (2) incumbency of the respective officers of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert); and
 - (3) the respective constating documents of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert);
 - (s) a certificate of an officer of the Design-Builder (or, if the Design-Builder is a consortium or joint venture, each member thereof) and the parent company of the Design-Builder (or, if the Design-Builder is a consortium or joint venture, the parent company of each member thereof) certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Design-Builder and its parent company;
 - (2) incumbency of the officers of the Design-Builder and its parent company;
 - (3) the constating documents of the Design-Builder and its parent company;
 - (t) a certificate of an officer of the Service Provider and the parent company of the Service Provider certifying true copies of the following:
 - (1) an authorizing resolution of the board of directors of the Service Provider and its parent company;
 - (2) incumbency of the officers of the Service Provider and its parent company;
 - (3) the constating documents of the Service Provider and its parent company;
 - (u) certificates of good standing or an equivalent certificate for each of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert);
 - (v) if applicable, statements of extra-provincial registration in Saskatchewan for each of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert);
 - (w) 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;
 - (x) an original notice of appointment of the Representatives to be appointed by Project Co for the Design & Construction Representative and for the Operating Period Representative under this Agreement;

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- (y) an original of the opinion from counsel to Project Co, Project Co Partner (Bird) and Project Co Partner (Concert) each of that each of Project Co, Project Co Partner (Bird) and Project Co Partner (Concert) 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 Project Contractors and Project Co, and any other material agreements relating to the Project to which Project Co is a party, 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, and do not breach any constating document, laws or regulations, and does not require any authorization, consent, permit or approval of a governmental agency, 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, each of which in a form acceptable to the Authority and its counsel, acting reasonably;
 - (z) 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;
 - (aa) an audit of the Financial Model; and
 - (bb) 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) an original notice of appointment of the Representatives to be appointed by the Authority for the Design & Construction Representative and for the Operating Period Representative under this Agreement;
- (h) a copy of any Orders in Council as may be necessary with respect to the Authority to enter into the Agreement, as well as any Orders in Council appointing the individuals who are signatories to the Agreement to their offices, and any applicable governmental authorizations as are not publicly available;

- (i) 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
- (j) such other documents as the parties may agree, each acting reasonably.

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