

**SCHEDULE 24
CLOSING DELIVERIES**

In this Schedule, “certified” means 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, complete and correct copy in full force and effect and unamended as of the date of the relevant certificate.

PART 1 DOCUMENTS TO BE DELIVERED BY PROJECT CO

Unless an original document is specifically referred to below or the Province otherwise agrees, Project Co shall deliver either an original or a certified copy of each of the following documents in accordance with Section 2.17, in the case of all documents, whether original or certified copies, in such form and substance as shall be satisfactory to the Province:

- (a) an original of this Agreement executed by Project Co;
- (b) an original of the BCIB-Contractor Agreement executed by Project Co, and originals of each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors as of the Effective Date in accordance with Section 1.4(a) of Schedule 21 [Community Benefits Requirements], each executed by the applicable Subcontractor, except to the extent entered into prior to the Effective Date pursuant to the Limited Notice to Proceed Agreement;
- (c) the Design-Build Contract, executed by all parties thereto;
- (d) the guarantees delivered by each of the guarantors under the Design-Build Contract, each executed by all parties thereto;
- (e) the performance securities to be issued pursuant to the Principal Contracts;
- (f) the Financing Letter of Credit, in the Financing Letter of Credit Required Amount as determined pursuant to Section 2.21(a), together with the confirmation of the drawdown of funds from the Senior Lenders on the Effective Date referenced in Section 2.21(a)(ii);
- (g) an original of the Collateral Agreement with the Design-Build Contractor, executed by all parties thereto (other than the Province and BCTFA);
- (h) the Initial Shareholder Agreements, executed by the parties to such agreements;
- (i) [Not Used]
- (j) the Initial Senior Lending Agreements, executed by the parties to such agreements;
- (k) confirmation from the Agent to Project Co confirming all conditions precedent to financing have been met, with certification from Project Co that there have been no changes to such confirmation since the date of issue thereof, if not dated concurrently with the Effective Date;
- (l) an original of the Lenders’ Remedies Agreement, executed by the parties thereto (other than the Province and BCTFA);

- 2 -

- (m) an original of the Insurance Trust Agreement, executed by the parties thereto (other than the Province and BCTFA);
- (n) insurance binders, including the terms of the relevant policies, for the Required Insurance required to be taken out by Project Co with effect from the Effective Date;
- (o) an electronic copy of the Financial Model as at the Effective Date and a print of the outputs of the Financial Model, each as at the Effective Date, and each certified by a senior officer or director of Project Co, having knowledge of the facts, as being a true, complete and correct copy of the Financial Model;
- (p) an original of an independent Financial Model audit report addressed to the Province;
- (q) an original certificate of an officer of Project Co certifying true copies of the following:
 - (i) all constating documents of Project Co;
 - (ii) incumbency of the officers of Project Co; and
 - (iii) resolution of the board of directors of Project Co authorizing the execution and delivery of all Project Documents to which Project Co is a party;
- (r) an original certificate of an officer of each partner of the Design-Build Contractor and each guarantor under the Design-Build Contract certifying true copies of the following:
 - (i) all constating documents of such person;
 - (ii) incumbency of the officers of such person; and
 - (iii) resolution of the board of directors of such person authorizing the execution and delivery of all Project Documents to which such person is a party;
- (s) an original certificate of good standing or equivalent of each of the following:
 - (i) Project Co; and
 - (ii) the Design-Build Contractor, each partner of the Design-Build Contractor, and each guarantor under the Design-Build Contract;
- (t) an original opinion, addressed to the Province, of counsel to each of the following as to the formation, including due incorporation or formation, of such person, due authorization, execution and delivery by such person of all Project Documents to which such person is a party and the enforceability of the terms of all Project Documents to which such person is a party against such person:
 - (i) Project Co; and
 - (ii) the Design-Build Contractor and each guarantor under the Design-Build Contract;
- (u) an original agreement to be bound by the Escrow Agreement pursuant to which Project Co agrees to be bound by the terms of the Escrow Agreement, executed by all the parties

- 3 -

to the Escrow Agreement (other than the Province and the Escrow Agent (as defined therein)) and Project Co; and

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

PART 2 DOCUMENTS TO BE DELIVERED BY THE PROVINCE AND BCTFA

Unless an original document is specifically referred to below, the Province and BCTFA shall deliver a certified copy of each of the following documents in accordance with Section 2.17, in the case of all documents, whether original or certified copies, in such form and substance as shall be satisfactory to Project Co:

- (a) an original of this Agreement, executed by the Province and BCTFA;
- (b) an original of the BCIB-Contractor Agreement, and originals of each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors as of the Effective Date in accordance with Section 1.4(a) of Schedule 21 [Community Benefits Requirements], each executed by BCIB;
- (c) an original of the Collateral Agreement with the Design-Build Contractor, executed by the Province and BCTFA;
- (d) an original of the Lenders' Remedies Agreement, executed by the Province and BCTFA;
- (e) an original of the Insurance Trust Agreement, executed by the Province and BCTFA;
- (f) an original certificate of fact of the Deputy Minister of Transportation and Infrastructure under the *Financial Administration Act* (British Columbia), including certification of the following:
 - (i) Guarantees and Indemnities Regulation letter(s) from the Ministry of Finance regarding the indemnities provided by each of the Province and BCTFA under the Province Project Documents;
 - (ii) a certificate of the Ministry of Transportation and Infrastructure pursuant to section 4 of the *Transportation Act* (British Columbia); and
 - (iii) an Order in Council under the *Transportation Act* (British Columbia) authorizing BCTFA to enter into this Agreement, the Lenders' Remedies Agreement, the Collateral Agreement with the Design-Build Contractor and the Insurance Trust Agreement;
- (g) an original certificate of an officer of BCTFA certifying a true copy of a resolution of the directors of BCTFA authorizing the execution and delivery by BCTFA of this Agreement, the Lenders' Remedies Agreement, the Collateral Agreement with the Design-Build Contractor and the Insurance Trust Agreement;
- (h) an original certificate of an officer of BCIB certifying a true copy of a resolution of the directors of BCIB authorizing the execution and delivery by BCIB of the BCIB-Contractor Agreement and each BCIB-Subcontractor Agreement required to be entered into by the Principal Contractors and the Subcontractors on or before the Effective Date in accordance with Section 1.3(a) of Schedule 21 [Community Benefits Requirements];

- 4 -

- (i) an original agreement to be bound by the Escrow Agreement pursuant to which Project Co agrees to be bound by the terms of the Escrow Agreement, executed by the Province and the Escrow Agent (as defined therein);
- (j) an original notice appointing the Province's Representative pursuant to Section 1.1(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure]; and
- (k) such other documents as the parties may agree, each acting reasonably.