

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 22  
FIRST NATIONS**

**PART 1 FIRST NATIONS REQUIREMENTS..... 1**

- 1.1 First Nations Requirements..... 1
- 1.2 Amendment of First Nations Requirements ..... 1
- 1.3 Failure to Meet First Nations Requirements ..... 2
- 1.4 Cooperation with Consultation ..... 2
- 1.5 First Nations Reporting..... 2

**PART 2 OTHER FIRST NATIONS MATTERS..... 2**

- 2.1 Other Agreements with First Nations ..... 2
- 2.2 First Nations Obligations of the Province..... 3

**SOUTH FRASER PERIMETER ROAD PROJECT**  
**SCHEDULE 22: FIRST NATIONS**

**PART 1**  
**FIRST NATIONS REQUIREMENTS**

**1.1 First Nations Requirements**

The Concessionaire shall at its expense comply with, observe, satisfy and perform all of the obligations and requirements set out in this Schedule (the “**First Nations Requirements**”), including the following:

- (a) The Concessionaire shall make available to the Identified First Nations, collectively, the equivalent of the following:
- (i) an aggregate total of [REDACTED] of employment opportunities during each Contract Year from the Effective Date to the Western Segment Substantial Completion Date; and
  - (ii) an aggregate total of [REDACTED] in contract opportunities during the Construction Period in relation to the Project Work, with potential applicable contract opportunities that have been identified by the Identified First Nations including the provision of construction services, water taxi services, Project Site security services, archaeological investigation and monitoring services, habitat planning, restoration and construction, environmental monitoring services.

← Section 16 and 17

← Section 16 and 17

The Province shall provide the Concessionaire with a breakdown of such opportunities among the Identified First Nations, if available, prior to the Concessionaire’s initial meeting with the First Nations pursuant to Section 1.1(b) of this Schedule.

- (b) The Concessionaire shall have an initial meeting with the Identified First Nations within 30 days of the Effective Date and shall meet with the Identified First Nations within 90 days of the Effective Date to initiate the process for the determination of the employment and specific contract opportunities to be established with the respective Identified First Nations in relation to the Project Work to fulfil the requirements set out in Section 1.1(a) of this Schedule. The Concessionaire shall also establish and submit to the Province’s Representative pursuant to the Review Procedure within 60 days of the Effective Date appropriate procedural mechanisms for the ongoing working relationship between the Concessionaire and the respective Identified First Nations in relation to fulfilling the requirements set out in Section 1.1(a) of this Schedule.
- (c) The Concessionaire shall work with the Identified First Nations to determine the potential for additional contract opportunities that could be awarded by the Concessionaire to the respective Identified First Nations in support of the Project Work. The Concessionaire shall make commercially reasonable efforts to reach mutual agreement with the respective Identified First Nations for the provision of any such additional contract opportunities in support of the Project Work.

**1.2 Amendment of First Nations Requirements**

The Concessionaire may at any time during the Term submit to the Province’s Representative in accordance with the Review Procedure any proposed revision to the First Nations Requirements (as the same may previously have been revised in accordance with this Section) or any part thereof. If there is no objection to such proposed revision in accordance with the Review Procedure, then the First Nations

**SOUTH FRASER PERIMETER ROAD PROJECT  
SCHEDULE 22: FIRST NATIONS**

- 2 -

Requirements as so revised shall be the First Nations Requirements for the purposes of this Agreement, subject to any further revision to which there is no objection in accordance with the Review Procedure. For greater certainty, no payment shall be made by the Province to the Concessionaire or adjustment shall be made to the Concessionaire Remittances as a consequence of implementation of a revision to the First Nations Requirements pursuant to this Section (including, for greater certainty, any revisions to the First Nations Requirements resulting from the implementation of any additional contract opportunities contemplated by Section 1.1(c) of this Schedule).

**1.3 Failure to Meet First Nations Requirements**

In the event that the Concessionaire fails to meet any of the First Nations Requirements, the Concessionaire, the Province and the Identified First Nations shall, without prejudice to any other right or remedy available to the Province and BCTFA, including the assignment of NCE Points and/or Default Points pursuant to Schedule 10 [Performance Mechanism], meet to determine an appropriate remedial strategy to address such failure.

**1.4 Cooperation with Consultation**

The Concessionaire, at the request of the Province's Representative, shall co-operate with and assist the Province in connection with any consultations by the Province with any first nation on issues pertaining to the Project.

**1.5 First Nations Reporting**

The Concessionaire shall provide the Province's Representative with each of the following:

- (a) a report to the Province and the Identified First Nations on a quarterly basis, and otherwise as may periodically be requested by the Province, on the status of the Concessionaire's compliance with and performance of the First Nations Requirements in such form and with such content as acceptable to the Province's Representative, acting reasonably; and
- (b) such other documentation and information in respect of the First Nations Requirements as the Province's Representative may reasonably request.

**PART 2  
OTHER FIRST NATIONS MATTERS**

**2.1 Other Agreements with First Nations**

In addition to the First Nations Requirements, the Concessionaire shall throughout the Term observe and cause all of its Principal Contractors, Subcontractors and employees of any of them to observe the terms and conditions of any agreement between the Province and/or the Province and any first nation with respect to the Project to the extent that such terms and conditions are disclosed from time to time by the Province to the Concessionaire and the Province requires the Concessionaire to observe such terms and conditions, and the Concessionaire shall not in the course of exercising its rights or performing its obligations under this Agreement take or omit to take or permit to be taken or omitted any action that would breach any such terms and conditions. Any requirement to comply imposed by the Province pursuant to this Section shall constitute a Province Change.

**SOUTH FRASER PERIMETER ROAD PROJECT  
SCHEDULE 22: FIRST NATIONS**

- 3 -

**2.2 First Nations Obligations of the Province**

- (a) Except for the First Nations Requirements which are to be undertaken and fulfilled by the Concessionaire, the Province acknowledges that the Province is responsible to address any claim alleging infringement of aboriginal rights or aboriginal treaty rights or aboriginal title, to the extent any such claim may exist as a result of decisions by the Province or BCTFA, including the decision to proceed with the Project.
- (b) The Concessionaire shall report any claim in respect of the matters described in Section 2.2(a) of this Schedule to the Province immediately upon becoming aware of such claim.
- (c) The Concessionaire shall, at its own reasonable cost and expense, having regard to and without detracting in any way from the First Nations Requirements and its other obligations contained in this Agreement, cooperate in any required consultations or litigation or both in relation to any first nations.
- (d) To the extent that the Concessionaire has a remedy available to it, under subsection (e) of the definition of Compensation Event in Part 1 [Definitions] of Schedule 1 or otherwise pursuant to this Agreement, in respect of a claim in respect of the matters described in Section 2.2(a) of this Schedule, the Concessionaire shall have no further remedy under this Section for or in respect of the same claim.