

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2  
REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

**PART 1 PROVINCE’S REPRESENTATIVE ..... 1**

1.1 Appointment of Province’s Representative ..... 1

1.2 Change of Province’s Representative ..... 2

1.3 Functions of Province’s Representative..... 2

**PART 2 REVIEW PROCEDURE AND CONSENT PROCEDURE..... 3**

2.1 Review Procedure ..... 3

2.2 Consent Procedure ..... 5

2.3 Referral by Province’s Representative..... 7

2.4 Request for Further Information ..... 7

2.5 Objection or Rejection in Province’s Discretion ..... 8

2.6 General Grounds for Objection or Rejection ..... 8

2.7 Specific Grounds for Objection or Rejection..... 8

2.8 Optional Standards..... 18

2.9 Early Commencement of Project Work ..... 18

**PART 3 CONCESSIONAIRE’S REPRESENTATIVE, KEY INDIVIDUALS AND OWNERSHIP19**

3.1 Concessionaire’s Representative ..... 19

3.2 Change of Concessionaire’s Representative ..... 20

3.3 Key Individuals ..... 20

3.4 Concessionaire Ownership Information ..... 22

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

**PART 1**

**PROVINCE'S REPRESENTATIVE**

**1.1 Appointment of Province's Representative**

- (a) The Province has appointed the Province's Representative to act as its agent in relation to the Project, including in relation to Design, Construction, Operation, Maintenance, Rehabilitation, the financing of the Project, and all other aspects of the Project Work. The Province's Representative shall be entitled to exercise the functions set out in Section 1.3 [Functions of Province's Representative] of this Schedule.
- (b) During any period when there is no Province's Representative, the functions which would otherwise be performed by the Province's Representative shall be carried out by such other person as the Province may designate by notice to the Concessionaire, and such other person shall be treated in all respects as the Province's Representative under this Agreement during such period. The Province shall use all reasonable efforts to give reasonable advance notice of any such designation to the Concessionaire where practicable.
- (c) Except as expressly stated in this Agreement, the Province's Representative does not have any authority to relieve the Concessionaire of any of its obligations under this Agreement or any other Province Project Document.
- (d) The Concessionaire and the Concessionaire's Representative, except as otherwise notified by the Province to the Concessionaire and subject to Section 1.1(e) of this Schedule, are entitled to treat any act of the Province's Representative which is authorized by this Agreement or any other Province Project Document as being expressly authorized by the Province, and shall not be required to determine whether any express authority has in fact been given.
- (e) Any decision by the Province's Representative is specific to the circumstances to which it relates, and shall not be construed as binding on, or limiting any other decision to be made by, the Province's Representative, whether in the same or similar circumstances or otherwise.
- (f) In the exercise of any of its functions the Province's Representative may:
  - (i) refer any matter to the Province or any other person contemplated in Section 2.3 [Referral by Province's Representative] of this Schedule for advice or determination;
  - (ii) rely upon any advice received or determination made following a reference pursuant to Section 1.1(f)(i) of this Schedule;
  - (iii) rely on any other advice that the Province's Representative considers necessary or appropriate in the circumstances; and
  - (iv) designate any other person to attend any inspection, test or other activity that is permitted to be attended by the Province's Representative under the terms of this Agreement.

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 2 -

- (g) The Province's Representative shall work together with the Concessionaire's Representative in the spirit of partnering and cooperation.

**1.2 Change of Province's Representative**

The Province may at any time and from time to time by notice to the Concessionaire terminate the appointment of any Province's Representative or appoint one or more substitute Province's Representatives. Any such notice shall specify the effective date of such termination or substitution, and the Province shall use all reasonable efforts to give reasonable advance notice of any such appointment to the Concessionaire where practicable.

**1.3 Functions of Province's Representative**

The functions which may be performed by the Province's Representative under this Agreement include the following:

- (a) monitor the Project, and the Concessionaire's performance of the Project Work in accordance with the Project Requirements, by any means, including the system of inspection, testing, surveys, certification, review and audits set out in this Agreement, including in Part 11 [Province's Access, Monitoring and Step-In Rights], Schedule 4 [Design and Construction], Schedule 5 [OMR and End of Term], Schedule 7 [Quality Management] and Schedule 17 [Records and Reports];
- (b) attend site and other progress and technical meetings (including in the company of such other Province representatives, consultants, contractors and/or advisors as the Province's Representative considers appropriate) and receive and review minutes and reports;
- (c) monitor and review the obtaining and, where applicable, renewal or extension by the Concessionaire of Permits pursuant to Section 4.18 [Permits], and the compliance by the Concessionaire with Laws, Permits and the Requirements of Interested Parties;
- (d) request Province Changes, including Minor Works, in accordance with Section 7.1 [Province Changes], receive and consider Concessionaire Proposals, including Minor Works, in accordance with Section 7.2 [Concessionaire Proposals], and negotiate and make all consequential decisions on behalf of the Province, including countersign Change Certificates, under Schedule 11 [Changes] in respect of such Province Changes and Concessionaire Proposals;
- (e) make and receive claims of Supervening Events pursuant to Part 8 [Supervening Events], and negotiate and make all consequential decisions on behalf of the Province in respect of such claims;
- (f) monitor the performance by the Concessionaire of the Concessionaire's Environmental Obligations;
- (g) audit and monitor the Concessionaire's Quality Management System;
- (h) inspect and audit the Records;

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 3 -

- (i) monitor the performance by the Concessionaire of the First Nations Requirements;
- (j) perform all such functions as may be ascribed to the Province's Representative under this Agreement or any other Province Project Document, or otherwise under the Project Requirements;
- (k) receive and deal with all matters submitted to the Review Procedure or the Consent Procedure pursuant to any provision of this Agreement or any other Province Project Document or otherwise under the Project Requirements;
- (l) perform any other functions under this Agreement or any other Province Project Document or otherwise under the Project Requirements, which are to be carried out by the Province; and
- (m) perform such other functions in respect of this Agreement or any other Province Project Document as the Province may notify to the Concessionaire from time to time.

**PART 2  
REVIEW PROCEDURE AND CONSENT PROCEDURE**

**2.1 Review Procedure**

Any proposed document (including any Design Data) or proposed course of action on the part of the Concessionaire which, under the terms of this Agreement or any other Province Project Document, either:

- (a) is expressly required to be submitted to the Province's Representative pursuant to the Review Procedure or to the Province's Representative for review in accordance with or pursuant to the Review Procedure; or
- (b) unless the parties agree otherwise, in the case of Schedule 4 [Design and Construction], Schedule 5 [OMR and End of Term], Schedule 6 [Environmental Obligations] or Schedule 7 [Quality Management], is required to be submitted to the Province's Representative for consideration, without specifying whether such submission is to be under the Review Procedure or the Consent Procedure,

shall be submitted to the Province's Representative accompanied by the proposed document (including any Design Data) or statement of a proposed course of action, and the following procedures (together, the "**Review Procedure**") shall apply (provided, in the case of any document or proposed course of action submitted to the Review Procedure in accordance with the Design and Certification Procedure, any specific procedures set out therein shall also apply).

- (c) The Province's Representative shall as soon as practicable and, subject to Section 2.4 [Request for Further Information] of this Schedule, in any event within 14 days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case) return one copy of the relevant submission document endorsed "received" or (subject to Sections 2.5 [Objection or Rejection in Province's Discretion], 2.6 [General Grounds for Objection or Rejection] and 2.7 [Specific Grounds for Objection or Rejection] of this Schedule as

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 4 -

applicable in each case) “received with comments” or “comments”. In the case of any submission document returned endorsed “received with comments” or “comments”, the Province’s Representative shall also provide with such returned document such comments.

- (d) The Concessionaire may proceed to implementation in the case of a submission document endorsed “received”.
- (e) The documents or proposed course of action accompanying a submission document endorsed “received with comments” shall be amended by the Concessionaire in accordance with such comments (but need not be re-submitted to the Province’s Representative except by their issuance to the Province’s Representative pursuant to Section 2.1(j) of this Schedule) and once so amended the Concessionaire shall proceed to implementation, unless the Concessionaire disputes that any such comment is on grounds permitted by Sections 2.6 [General Grounds for Objection or Rejection] or 2.7 [Specific Grounds for Objection or Rejection] of this Schedule if applicable to such submission document, in which case either the Concessionaire or the Province’s Representative may refer the matter to the Dispute Resolution Procedure within 10 days of the Concessionaire’s receipt of such comments. If it is then resolved in accordance with the Dispute Resolution Procedure that any such comment was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed “received”, and otherwise such submission document shall thereupon be revised by the Concessionaire pursuant to this Section.
- (f) The documents or proposed course of action accompanying a submission document endorsed “comments” shall be revised by the Concessionaire and re-submitted to the Province’s Representative pursuant to this Section within 14 days of the Concessionaire’s receipt of such comments (or such other time period as agreed in writing by the Province’s Representative), together with the relevant submission document, unless the Concessionaire disputes that any such comment is on grounds permitted by Sections 2.6 [General Grounds for Objection or Rejection] or 2.7 [Specific Grounds for Objection or Rejection] of this Schedule if applicable to such submission document, in which case either the Concessionaire or the Province’s Representative may refer the matter to the Dispute Resolution Procedure within 10 days of the Concessionaire’s receipt of such comments. If it is then resolved in accordance with the Dispute Resolution Procedure that any such comment was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed “received”, and otherwise such submission document shall thereupon be revised by the Concessionaire and re-submitted to the Province’s Representative pursuant to this Section.
- (g) If, subject to Section 2.4 [Request for Further Information] of this Schedule, the Province’s Representative fails to return any such submission document (including any re-submitted submission document) duly endorsed within 14 days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case), then it shall be deemed to have returned such submission document to the Concessionaire marked “received”.
- (h) A reference in this Agreement or other Province Project Document to there being “no objection” under the Review Procedure in relation to a particular matter means that such

***SOUTH FRASER PERIMETER ROAD PROJECT***

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 5 -

matter has been submitted in accordance with the provisions of this Section and returned (or deemed returned) with an endorsement of “received” or returned with an endorsement “received with comments”, in the latter case the matter having been amended in accordance with such comments.

- (i) Documents or courses of action the subject of a submission pursuant to this Section and returned (or deemed returned) endorsed:
  - (i) “received” shall be adhered to; or
  - (ii) “received with comments” shall, once amended in accordance with the comments, be adhered to,

except to the extent that there has been no objection to any subsequent change or amendment thereto submitted in accordance with this Section.

- (j) The Concessionaire shall ensure that two copies and electronic versions of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by the Concessionaire in accordance with the Review Procedure are issued to the Province’s Representative, prior to the commencement of any Project Work to which such documents relate, except in the circumstances provided for in Section 2.9 [Early Commencement of Project Work] of this Schedule.
- (k) Once all applicable disputes arising in respect of any decision made by the Province’s Representative under the Review Procedure have been resolved in accordance with this Section, such decision shall, subject only to Section 2.13(a)(iii), be final.

**2.2 Consent Procedure**

Any proposed document or proposed course of action on the part of the Concessionaire which, under the terms of this Agreement or other Province Project Document, is required to be submitted to the Province’s Representative pursuant to the Consent Procedure or to the Province’s Representative for consent in accordance with or pursuant to the Consent Procedure, shall be submitted to the Province’s Representative, accompanied by the proposed document or statement of a proposed course of action, and the following procedures (together, the “**Consent Procedure**”) shall apply.

- (a) The Province’s Representative shall as soon as practicable and, subject to Section 2.4 [Request for Further Information] of this Schedule, in any event within 30 days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case) return one copy of the relevant submission document endorsed “accepted” or (subject to Sections 2.5 [Objection or Rejection in Province’s Discretion], 2.6 [General Grounds for Objection or Rejection] and 2.7 [Specific Grounds for Objection or Rejection] of this Schedule as applicable in each case) “rejected”. In the case of any submission document returned endorsed “rejected”, the Province’s Representative shall also provide with such returned document the grounds for such rejection.
- (b) The Province’s Representative shall have the right at its option to impose conditions to the acceptance of a submission document pursuant to Section 2.2(a) of this Schedule,

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 6 -

which conditions shall be required to be reasonable having regard to the relevant circumstances save in the case of an acceptance to which Section 2.5 [Objection or Rejection in Province's Discretion] of this Schedule applies.

- (c) The Concessionaire may proceed to implementation in the case of a submission document endorsed "accepted".
- (d) Unless otherwise specified in this Agreement or other Province Project Document, as the case may be, for any particular case, the documents or proposed course of action accompanying a submission document endorsed "rejected" shall not be implemented by the Concessionaire unless revised by the Concessionaire and re-submitted to the Province's Representative pursuant to this Section within 14 days of the Concessionaire's receipt of such comments (or such other time period as agreed in writing by the Province's Representative) together with the relevant submission document and it is subsequently returned endorsed "accepted", unless the Concessionaire disputes that any such rejection (including a deemed rejection pursuant to Section 2.2(e) of this Schedule) is on grounds permitted by Sections 2.6 [General Grounds for Objection or Rejection] or 2.7 [Specific Grounds for Objection or Rejection] of this Schedule if applicable to such submission document, in which case either the Concessionaire or the Province's Representative may refer the matter to the Dispute Resolution Procedure within 10 days of the Concessionaire's receipt of such rejection. If it is then resolved in accordance with the Dispute Resolution Procedure that any such rejection or deemed rejection:
  - (i) was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed "accepted", and the rejection or deemed rejection of such submission document on grounds that were not such permitted grounds shall constitute a Compensation Event and the provisions of Part 8 [Supervening Events] shall apply; or
  - (ii) was on such permitted grounds, then such submission document shall not be implemented by the Concessionaire unless revised by the Concessionaire and re-submitted to the Province's Representative pursuant to this Section and subsequently returned endorsed "accepted".
- (e) If, subject to Section 2.4 [Request for Further Information] of this Schedule, the Province's Representative fails to return any such submission document (including any re-submitted submission document) duly endorsed within 30 days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case), then it shall be deemed to have returned such submission document to the Concessionaire marked "rejected", and such rejection shall be deemed to have been made by the Province's Representative in reliance upon grounds set out in Sections 2.5 [Objection or Rejection in Province's Discretion], 2.6 [General Grounds for Objection or Rejection] and 2.7 [Specific Grounds for Objection or Rejection] of this Schedule as applicable to such submission document.
- (f) Documents or courses of action the subject of a submission pursuant to this Section and returned (or deemed returned) endorsed "accepted", including any conditions imposed by the Province's Representative under Section 2.2(b) of this Schedule, shall be adhered to,

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 7 -

except to the extent that there has been “acceptance” of any subsequent change or amendment thereto submitted in accordance with this Section.

- (g) The Concessionaire shall ensure that two copies and electronic versions of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by the Concessionaire in accordance with the Consent Procedure are issued to the Province’s Representative prior to the commencement of any Project Work to which such documents relate.
- (h) Once all applicable disputes arising in respect of any decision made by the Province’s Representative under the Consent Procedure have been resolved in accordance with this Section, such decision shall, subject only to Section 2.13(a)(iii), be final.

**2.3 Referral by Province’s Representative**

The Province’s Representative may, in reviewing and dealing with any matter, refer such matter to the Province or any of its employees, agents, advisors, consultants, or contractors or subcontractors of any tier, and any review, consideration, decision, belief, opinion or determination referred to herein in relation to the Province’s Representative may be that of the Province’s Representative or any such person upon whose review, consideration, decision, belief, opinion or determination the Province’s Representative relies. The Province’s Representative may also, by written notice to the Concessionaire from time to time, designate an employee, advisor, consultant, contractor or other person to whom any specific submission or class of submissions is to be delivered by the Concessionaire and the Concessionaire shall comply with any such designation in making submissions under the Review Procedure and the Consent Procedure, as applicable, and, where a submission is delivered in accordance with any such designation, shall provide the Province’s Representative with a copy of the transmittal of the submission to the designated person at the same time as the submission is delivered to that person.

**2.4 Request for Further Information**

- (a) The Province’s Representative, acting reasonably and without unreasonable delay, may request in writing, and if so requested the Concessionaire shall promptly and in any event no later than 15 Business Days following such request submit, any further or other information, data and documents which may be reasonably required by the Province’s Representative for a full appreciation of a submission under Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule and its implications, and shall take all such steps as may be reasonably required to satisfy the Province’s Representative that the proposed document or proposed course of action complies with this Agreement or other Province Project Document, as the case may be, and is appropriate.
- (b) If the Province’s Representative makes a written request for further or other information, data and/or documents under this Section, then the time periods referred to in Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule, as the case may be, shall not commence to run until such time as the Concessionaire has submitted the requested information, data and/or documents to the Province’s Representative in satisfaction of the request.



**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 8 -

**2.5 Objection or Rejection in Province's Discretion**

Subject to Sections 2.6 [General Grounds for Objection or Rejection] and 2.7 [Specific Grounds for Objection or Rejection] of this Schedule, or as may otherwise be expressly provided in this Agreement or other Province Project Document, the Province's Representative may make comments in relation to or reject, as applicable, any Review Procedure or Consent Procedure submission in its discretion.

**2.6 General Grounds for Objection or Rejection**

For each submission listed in Section 2.7 [Specific Grounds for Objection or Rejection] of this Schedule, or any other submission in respect of which it is expressly provided in this Agreement or other Province Project Document that the Province's Representative will act reasonably, the Province's Representative may, acting reasonably, make comments in relation to or reject, as applicable, any Review Procedure or Consent Procedure submission on any of the following grounds:

- (a) that the Concessionaire has not provided all information, data and documents required (including any information, data and documents reasonably required by the Province's Representative pursuant to Section 2.4 [Request for Further Information] of this Schedule) in respect of such submission;
- (b) that the adoption of the proposed document or proposed course of action would or might reasonably be expected to:
  - (i) conflict or be inconsistent with the statutory, public or other duties or functions of the Province or BCTFA;
  - (ii) conflict with or be inconsistent with any provisions of this Agreement or any other Province Project Document; or
  - (iii) give rise to a breach, or be in breach, of any Laws; or
- (c) any other reasonable grounds, provided that all of the specific grounds set out in Section 2.7 [Specific Grounds for Objection or Rejection] of this Schedule shall be deemed to be reasonable grounds,

and the Province's Representative shall always be entitled to make such comments or reject, as the case may be, on the foregoing grounds notwithstanding any other provision in this Agreement or any other Province Project Document.

**2.7 Specific Grounds for Objection or Rejection**

Without limiting the generality of Section 2.6 [General Grounds for Objection or Rejection] of this Schedule, it shall be reasonable for the Province's Representative to make comments in relation to or reject, as applicable, the following Review Procedure or Consent Procedure submissions on any of the following grounds:

- (a) in relation to a document or proposed course of action submitted to the Province's Representative pursuant to Section 5.1 [Restrictions on Changes to Partnership Agreements and Junior Lending Agreements] or Section 5.2 [Restrictions on Changes to

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 9 -

Senior Lending Agreements and Refinancing], other than a Refinancing or change to a proposed Refinancing, on the grounds that that the adoption of such document or proposed course of action would or might reasonably be expected to:

- (i) constitute a breach of Section 5.15 [Restricted Persons Prohibited];
  - (ii) materially and adversely affect the ability of the Concessionaire to perform its obligations under this Agreement or any other Project Document;
  - (iii) materially and adversely affect any right or obligation of the Province or BCTFA under this Agreement or any other Project Document, or the ability of the Province or BCTFA to enforce any such right or to perform any of its obligations under this Agreement or any other Project Document, or the ability of the Province, BCTFA or any other Governmental Authority to carry out any statutory or public duty or function; or
  - (iv) materially and adversely affect the financial position, liquidity or solvency of the Concessionaire or any of its Partners or Parent Partners;
- (b) in relation to a Refinancing (other than a Qualified Refinancing) or change to a proposed Refinancing (other than a Qualified Refinancing) submitted to the Province's Representative pursuant to Sections 5.2(j), 5.3 [Refinancing Information] and 5.4 [Conditions to Implementation of a Refinancing], on any of the following grounds:
- (i) that the requirements of Sections 5.4(a) and (c) have not been met or that the Concessionaire has not complied with Section 5.3 [Refinancing Information]; or
  - (ii) that, at the time it is contemplated or effected, the Refinancing or change to a proposed Refinancing would or might reasonably be expected to:
    - (A) constitute a breach of Section 5.15 [Restricted Persons Prohibited];
    - (B) materially and adversely affect the ability of the Concessionaire to perform its obligations under this Agreement or any other Project Document;
    - (C) materially and adversely affect any right or obligation of the Province or BCTFA under this Agreement or any other Project Document, or the ability of the Province or BCTFA to enforce any such right or to perform any of its obligations under this Agreement or any other Project Document, or the ability of the Province, BCTFA or any other Governmental Authority to carry out any statutory or public duty or function; or
    - (D) materially and adversely affect the financial position, liquidity or solvency of the Concessionaire or any of its Partners or Parent Partners;
- (c) in relation to a Reinstatement Plan submitted to the Province's Representative pursuant to Section 6.16 [Reinstatement Plan], on any of the following grounds:

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 10 -

- (i) that the Reinstatement Work described in the Reinstatement Plan is not adequate to restore the Project Infrastructure and the Project Site to substantially the same condition they were in prior to the occurrence of the relevant damage or destruction (subject, where applicable, to any Province Change) with a minimum of traffic disruption, delay or inconvenience to users of the Concession Highway, or are not in accordance with the Project Requirements and Good Industry Practice;
- (ii) that the estimate of the cost to carry out the Reinstatement Work set out in the Reinstatement Plan and/or the Concessionaire's determination of whether or not there are sufficient funds available to the Concessionaire from all sources to allow the Concessionaire to complete the Reinstatement Work while meeting its scheduled payment obligations under the Senior Lending Agreements is not a reasonable estimate and/or a reasonable determination, as the case may be, having regard to all relevant circumstances;
- (iii) that the schedule for the execution of the Reinstatement Work set out in the Reinstatement Plan is not a reasonable schedule having regard to all relevant circumstances including the Requirements of Interested Parties and the public interest in restoring the Project Infrastructure and the Project Site to a condition safe for use by the public without traffic restrictions as soon as reasonably possible, or would or might reasonably be expected to adversely affect the performance by the Concessionaire of its obligations under Section 1.1 [Diligent Performance of Project Work] of Schedule 3;
- (iv) that the implementation of the Reinstatement Plan would or might reasonably be expected to materially and adversely affect any right or obligation of the Province or BCTFA under this Agreement or any other Project Document, or the ability of the Province or BCTFA to enforce any such right or to perform any of its obligations under this Agreement or any other Project Document, or the ability of the Province, BCTFA or any other Governmental Authority to carry out any statutory or public duty or function;
- (v) without limiting Section 2.7(c)(iv) of this Schedule, that the implementation of the Reinstatement Plan would or might reasonably be expected to increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown, including any liability under Schedule 13 [Compensation on Termination] or Schedule 11 [Changes] (and causing an obligation or liability of the Province or BCTFA to occur earlier, or increasing the risk of a contingent obligation or liability of the Province or BCTFA occurring at all, or occurring earlier, shall be determined to be an increase in the liability of the Province or BCTFA);
- (vi) that the implementation of the Reinstatement Plan would or might reasonably be expected to adversely affect the safety of users of the Concession Highway or others;
- (vii) that the implementation of the Reinstatement Plan would require amendments to the Traffic Management Plan in respect of which the Province's Representative

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 11 -

would be entitled to object pursuant to either or both Section 2.6 [General Grounds for Objection or Rejection] and Section 2.7(v) of this Schedule; or

- (viii) that the implementation of the Reinstatement Plan would not be in accordance with the Project Requirements or would be inconsistent with or result in non-compliance with any other provision of this Agreement;
- (d) in relation to any submittal for payment for Reinstatement Work submitted to the Province's Representative pursuant to Section 6.18(c) or 6.18(d), on any of the following grounds:
- (i) in the case of a submittal under Section 6.18(c)(i) or 6.18(d)(i), that the amount claimed, when added to any deductible amounts applicable to the damage or loss in respect of which the Insurance Proceeds (as defined therein) were payable, together with all amounts previously claimed and paid out in respect of the Reinstatement Work, exceed the value of the Reinstatement Work completed as at the date of the invoice referred to in Section 6.18(c)(i)(A) or the date of the certificate referred to in Section 6.18(d)(i)(A), whichever is applicable;
  - (ii) in the case of a submittal under Section 6.18(c)(ii) or 6.18(d)(ii), that the Reinstatement Work has not been Totally Completed in accordance with the Project Requirements;
  - (iii) in the case of any such submittal, that there has been non-compliance in any material respect with the Design and Certification Procedure or any of the Project Requirements, or any non-compliance with any Laws, in connection with the execution of the Reinstatement Work that, in either case, has not been rectified;
  - (iv) in the case of any such submittal, that there is any other material default in the execution of the Reinstatement Work in accordance with the requirements of this Agreement (including the relevant Reinstatement Plan); or
  - (v) in the case of a submittal under Section 6.18(c)(i) or 6.18(d)(i), that the Insurance Proceeds (as defined therein) remaining in the hands of the Insurance Trustee following payment of the amount claimed would be insufficient to cover the reasonably estimated remaining cost to complete the Reinstatement Work;
- (e) in relation to any Concessionaire Proposal for Temporary Works submitted to the Province's Representative pursuant to Section 7.2 [Concessionaire Proposals], on the grounds that that the conduct of the Temporary Works in accordance with such Concessionaire Proposal may endanger public or worker safety or the structural integrity of any related primary Structures or any adjacent Structures;
- (f) in relation to the initial or an amended Privacy Code submitted to the Province's Representative pursuant to Section 15.2(c), on the grounds that the Privacy Code does not comply with the requirements of all applicable Laws or would not comply with or would be inconsistent with the requirements set out in Schedule 23 [Privacy Protection] or any other provisions of this Agreement;

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 12 -

- (g) in relation to a proposed Change in Control submitted to the Province's Representative pursuant to Section 16.6(b), on the grounds that the proposed Change in Control would or might reasonably be expected to:
  - (i) materially and adversely affect the ability of the Concessionaire to perform its obligations under this Agreement or any other Project Documents; or
  - (ii) materially and adversely affect the financial position, liquidity or solvency of the Concessionaire or any of its Partners or Parent Partners or any of Ledcor Investments Inc., Ledcor Industries Inc. or Iridium Concesiones de Infraestructuras, S.A;
  
- (h) in relation to a document or proposed course of action submitted to the Province's Representative pursuant to Section 16.10 [Restrictions on Changes to Principal Contracts], on the grounds that the adoption of such document or proposed course of action would or might reasonably be expected to:
  - (i) constitute a breach of Section 16.12 [Restricted Persons Prohibited];
  - (ii) materially and adversely affect the ability of the Concessionaire to perform its obligations under this Agreement or any other Project Document, including Section 16.13 [Replacement Principal Contracts];
  - (iii) materially and adversely affect any right or obligation of the Province or BCTFA under this Agreement or any other Project Document, or the ability of the Province or BCTFA to enforce any such right or to perform any of its obligations under this Agreement or any other Project Document, or the ability of the Province, BCTFA or any other Governmental Authority to carry out any statutory or public duty or function; or
  - (iv) materially and adversely affect any right or obligation of the Province under or with respect to any Principal Contract should the Province enforce its rights under the Collateral Agreement with respect to such Principal Contract, provided that, with respect to a Principal Contract that is being replaced in respect of which a new Collateral Agreement is entered into, this paragraph shall apply only in respect of the relevant replacement Principal Contract;
  
- (i) in relation to the initial or an amended Complaints Protocol submitted to the Province's Representative pursuant to Section 18.2(b), on the grounds that the proposed Complaints Protocol or amendment will not meet the requirements of the Provincial Ombudsman or Good Industry Practice or the reasonable requirements of the Province, or would not comply with or would be inconsistent with the requirements set out in Section 18.2(b) or any other provisions of this Agreement;
  
- (j) in relation to a proposed change in the appointment of any Key Individual submitted to the Province's Representative pursuant to Section 3.3(b) of this Schedule, on any of the following grounds:
  - (i) that such appointment is not in accordance with Good Industry Practice;

***SOUTH FRASER PERIMETER ROAD PROJECT***

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 13 -

- (ii) that the person intended to be so appointed does not have the independence and integrity to carry out and fulfil the functions of such appointment;
  - (iii) that the person intended to be so appointed does not meet the requirements stipulated for that role in this Agreement or is not, in the reasonable opinion of the Province's Representative, suitably qualified or does not have sufficient experience, expertise or resources to properly fulfil the functions of such appointment;
  - (iv) that the person intended to be so appointed or any person Controlled by such person is a Restricted Person for any reason other than by reason of subsection (d) of the definition of Restricted Person in Section 1.1 [Definitions] of Schedule 1; or
  - (v) that such appointment shall have the effect of being likely to materially prejudice the Province's rights and/or entitlements under this Agreement or the effectiveness of enforcement of such rights and/or entitlements;
- (k) in relation to an amended Project Schedule submitted to the Province's Representative pursuant to Section 1.2 [Project Schedule] of Schedule 3, on the grounds that the amended Project Schedule:
- (i) is not practicable;
  - (ii) would or might reasonably be expected to, if complied with, not comply with or be inconsistent with the requirements set out in Section 1.2 [Project Schedule] of Schedule 3; or
  - (iii) would or might reasonably be expected to, if complied with, breach any other obligation of the Concessionaire under this Agreement;
- (l) in relation to the initial or an amended Works Schedule submitted to the Province's Representative pursuant to Section 1.3 [Works Schedule] of Schedule 3, on the grounds that the initial or amended Works Schedule (as the case may be):
- (i) is not practicable;
  - (ii) would or might reasonably be expected to, if complied with, not comply with or be inconsistent with the requirements set out in Section 1.3 [Works Schedule] of Schedule 3;
  - (iii) would or might reasonably be expected to, if complied with, breach any other obligation of the Concessionaire under this Agreement; or
  - (iv) would or might reasonably be expected to, if complied with, be inconsistent with the Requirements of Interested Parties;
- (m) in relation to the use of a product not on the Recognized Products List submitted to the Province's Representative for acceptance pursuant to Schedule 4 [Design and

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 14 -

Construction], on the grounds that sufficient experience and acceptable performance of the proposed product under similar conditions and for similar application as proposed for the Project has not been demonstrated;

- (n) in relation to a proposed Construction Landscaping Plan submitted to the Province's Representative pursuant to Section 9.3.7(b) of Part 2 [Design and Construction Requirements] of Schedule 4, on the grounds that the proposed Construction Landscaping Plan is inconsistent with Good Industry Practice within British Columbia;
- (o) in relation to a proposed plan for the placement of materials in an Excavated Material Placement Area submitted to the Province's Representative pursuant to Section 13.5 [Excavated Material] of Schedule 4, on the grounds that the proposed plan is inconsistent with Good Industry Practice within British Columbia for a materials disposal area;
- (p) in relation to a proposed Design Management Plan submitted to the Province's Representative pursuant to Section 1.1 [Submission of Design Management Plan] of Part 3 of Schedule 4, on the grounds that the proposed Design Management Plan does not include the components and information (including with respect to submissions of drawings and other Design Data and design reviews, meetings, audits and progress reports) required by, or otherwise would not comply with or would be inconsistent with the requirements set out in, the Design and Construction Requirements;
- (q) in relation to a TAF or an addendum to a TAF submitted to the Province's Representative pursuant to Section 1.4 [TAF Submission Requirements] of Part 3 of Schedule 4, on any of the following grounds:
  - (i) that the TAF is incomplete;
  - (ii) that the proposals in the TAF are not in accordance with the Project Requirements or the other provisions of this Agreement; or
  - (iii) that the Design Data included with the TAF is not in accordance with Good Industry Practice;
- (r) in relation to Design Data submitted to the Province's Representative pursuant to the Design and Certification Procedure, on the grounds that such Design Data:
  - (i) is not in accordance with the Project Requirements or with Good Industry Practice;
  - (ii) if implemented would or might reasonably be expected to adversely affect the safety of users of the Concession Highway or others; or
  - (iii) does not comply with any other provision of this Agreement;
- (s) in relation to a proposal for a category for a Structure submitted to the Province's Representative pursuant to Section 3.4 [Category Proposal] of Part 3 of Schedule 4, on the grounds that the proposal is not consistent with the category definitions set out in Section 3.2 [Categories of Structures] of Part 3 of Schedule 4;

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 15 -

- (t) in relation to a proposal for the Checking Team submitted to the Province's Representative pursuant to Section 3.6 [Checking Team] of Part 3 of Schedule 4, on any of the following grounds:
  - (i) that the proposed Checking Team is not independent of the Designer and the Constructor;
  - (ii) that the proposed Checking Team does not have sufficient knowledge and experience relating to the type of Structure to be examined properly to perform the check; or
  - (iii) that, in respect of the proposed terms and conditions of employment of such proposed Checking Team, such proposed terms and conditions are not in accordance with Good Industry Practice or the provisions of this Agreement;
- (u) in relation to a proposed Lane Closure, Full Closure, Stoppage or variation to the Restricted Periods submitted to the Province's Representative pursuant to Part 4 [Traffic Management Requirements] of Schedule 4, on any of the following grounds:
  - (i) that such proposal is not in accordance with the Project Requirements, the Traffic Management Plan or any other provisions of this Agreement;
  - (ii) that there has been material non-compliance by the Concessionaire with the requirements of this Agreement regarding liaison between the Concessionaire and any other person, including any Interested Party, with respect to Traffic Management;
  - (iii) that such proposal would or might reasonably be expected to be inconsistent with any statutory or public duty or function (including as a highway authority, street authority or traffic authority) of the Province, BCTFA or any other Governmental Authority;
  - (iv) that the rescheduling of such proposed Lane Closure, Full Closure, Stoppage or variation to the Restricted Periods, as the case may be, would or might reasonably be expected to materially ameliorate any adverse effect thereof on traffic flow on any highways outside of the Project Site providing access to and from the Project Site (whether or not the Province or BCTFA is the highway authority for such other highways); or
  - (v) that the duration of the proposed Lane Closure, Full Closure, Stoppage or variation to the Restricted Periods, as the case may be, exceeds the period reasonably required for the carrying out of the relevant components of the Project Work to which it relates;
- (v) in relation to the initial or an amended Traffic Management Plan (including any initial or amended sub-plan included in the Traffic Management Plan) submitted to the Province's Representative pursuant to Section 6.1 [General Requirements] of Part 4 of Schedule 4, on any of the following grounds:



**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 16 -

- (i) that the proposed Traffic Management Plan or amendment would not comply with or would be inconsistent with the requirements set out in the Traffic Quality Management Plan or any other Project Requirements or relevant provisions of this Agreement;
  - (ii) that there has been non-compliance in any material respect by the Concessionaire with the requirements of this Agreement regarding liaison between the Concessionaire and any other person, including any Interested Party, with respect to Traffic Management;
  - (iii) that the proposed Traffic Management Plan or amendment is inconsistent with any statutory or public duty or function (including as a highway authority, street authority or traffic authority) of the Province, BCTFA or any other Governmental Authority; or
  - (iv) that the proposed Traffic Management Plan or amendment is not in accordance with Good Industry Practice or would or might reasonably be expected to be prejudicial to the safety of users of the Concession Highway;
- (w) in relation to the initial or an amended Asset Management Plan submitted to the Province's Representative pursuant to Section 4.4 [Asset Management Plan] of Appendix B to Schedule 5, on any of the following grounds:
- (i) that the proposed Asset Management Plan or amendment would not comply with or would be inconsistent with the requirements set out in Appendix B [Asset Preservation Specification] to Schedule 5; or
  - (ii) that management of the Project in accordance with the proposed Asset Management Plan or amendment would be inconsistent with any of the Concessionaire's obligations under, or any other provision of, this Agreement or would not be conducive to achieving compliance with the OMR Requirements and the other Project Requirements or otherwise would or might reasonably be expected to not result in the delivery of the Project in the manner and to the quality and standards contemplated by this Agreement;
- (x) in relation to the initial or an amended Environmental Management Plan submitted to the Province's Representative pursuant to Section 2.7 [Environmental Management Plan] of Schedule 6, on any of the following grounds:
- (i) that the proposed Environmental Management Plan or amendment would not comply with or would be inconsistent with the requirements set out in Schedule 6 [Environmental Obligations]; or
  - (ii) that management of the Project in accordance with the proposed Environmental Management Plan or amendment would be inconsistent with any of the Concessionaire's obligations under, or any other provision of, this Agreement or would not be conducive to achieving compliance with the Concessionaire's Environmental Obligations and the Project Requirements or otherwise would or

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 17 -

might reasonably be expected to not result in the delivery of the Project in the manner and to the quality and standards contemplated by this Agreement;

- (y) in relation to any Quality Documentation or any amendment to any Quality Documentation submitted to the Province's Representative pursuant to Schedule 7 [Quality Management], on the grounds that such Quality Documentation or amendment, or the Quality Management System which they reflect, would not comply with or would be inconsistent with the requirements set out in Schedule 7 [Quality Management] or any other provision of this Agreement;
- (z) in relation to a proposal as to the initial or any amended End of Term Work, End of Term Work Schedule or End of Term Work Amount submitted to the Province's Representative pursuant to Section 7.2 [End of Term Program] or 7.4 [Revised End of Term Program] of Schedule 7, on any of the following grounds:
  - (i) in respect of the proposed End of Term Work, that the proposed End of Term Work is not adequate to ensure that each element of the Project Infrastructure will satisfy the End of Term Performance Measures on the Expiry Date (on the basis described in Section 7.2(b) of Schedule 7 [Quality Management]);
  - (ii) in respect of the proposed End of Term Work Schedule, that the proposed End of Term Work Schedule is not a reasonable schedule for the implementation of the required End of Term Work; or
  - (iii) in respect of the proposed End of Term Work Amount, that the proposed End of Term Amount does not represent the reasonable cost of carrying out the required End of Term Work or any specific identified and discrete element of the End of Term Work for which a specific itemized sum has been provided by the Concessionaire, on the assumption that such End of Term Work or element thereof shall be carried out in accordance with all applicable Project Requirements and Good Industry Practice and in accordance with the End of Term Work Schedule;
- (aa) in relation to any plan or any amendment to any plan submitted to the Province's Representative pursuant to Schedule 9 [Communication and Consultation] (a "**Communication Plan**"), on the grounds that such Communication Plan or amendment would not comply with or would be inconsistent with the requirements set out in Schedule 9 [Communication and Consultation] or any other provisions of this Agreement;
- (bb) in relation to the initial or an amended Records Management Protocol submitted to the Province's Representative pursuant to Section 1.3 [Records Management Protocol] of Schedule 17, on the grounds that such initial or amended Records Management Protocol (as the case may be) would not be in accordance with Good Industry Practice or the reasonable requirements of the Province, or would not comply with or would be inconsistent with the requirements set out in Part 1 [Records] of Schedule 17 or any other provisions of this Agreement; and

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 18 -

- (cc) in relation to a proposed amendment of the First Nations Requirements submitted to the Province's Representative pursuant to Section 1.2 [Amendment of First Nations Requirements] of Schedule 22, on the grounds that the proposed amendment would not comply with or would be inconsistent with the requirements set out in Schedule 22 [First Nations] or any other provisions of this Agreement.

**2.8 Optional Standards**

- (a) If any Ministry Standards or other standards or specifications which are incorporated into the Project Requirements contain options from which a choice can be made, any choice by the Concessionaire of any one option set out therein shall satisfy the Project Requirements in that regard, and the Province's Representative shall not object to the choice of such option on that basis, unless:
  - (i) such Ministry Standards or other standards or specifications comprise seismic design requirements, in which case the Concessionaire shall comply with the most conservative solution so that the relevant aspect of the Project Work is carried out to the highest and safest standard from among the available options; or
  - (ii) any such option is otherwise excluded or limited by the terms of the Project Requirements.
- (b) If following a choice by the Concessionaire between Ministry Standards or other standards or specifications in accordance with Section 2.8(a) of this Schedule, as expressed or reflected in a submission to the Province's Representative:
  - (i) the Concessionaire proposes to substitute another such option, the Concessionaire shall make a Concessionaire Proposal under Section 7.2 [Concessionaire Proposals]; or
  - (ii) the Province's Representative requires another such option to be adopted which the Concessionaire has not chosen, the Province's Representative shall request a Province Change under Section 7.1 [Province Changes].

**2.9 Early Commencement of Project Work**

- (a) The Concessionaire may proceed with a component of the Project Work which is the subject of a submission under the Review Procedure prior to the completion of the Review Procedure in accordance with Section 2.1 [Review Procedure] of this Schedule, provided that:
  - (i) in the case of any Construction Activities, the requirements set out in Section 2.13 [No Construction] of Part 3 of Schedule 4 shall have been satisfied in respect of such component of the Project Work; and
  - (ii) in all cases, any such action shall be taken at the sole risk of the Concessionaire and the Concessionaire shall in any event remain responsible for complying with the outcome of the Review Procedure, once it is completed in accordance with

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 19 -

Section 2.1 [Review Procedure] of this Schedule, at the Concessionaire's sole cost and expense, including any and all reconstruction, alterations, modifications or other remedial work to Project Work already completed as may be necessary to comply with such outcome.

- (b) In no circumstances shall the Concessionaire proceed with any component of the Project Work in respect of which a submission has been made under the Consent Procedure prior to the completion of the Consent Procedure in accordance with Section 2.2 [Consent Procedure] of this Schedule.

**PART 3**

**CONCESSIONAIRE'S REPRESENTATIVE, KEY INDIVIDUALS AND OWNERSHIP**

**3.1 Concessionaire's Representative**

- (a) The Concessionaire shall appoint a competent and qualified person to act as its agent in connection with the Project. Such appointment shall be subject to acceptance by the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld.
- (b) The Concessionaire's Representative shall:
  - (i) serve as the single point of contact for the Concessionaire to the Province, BCTFA and the Province's Representative for all purposes under this Agreement and all other Province Project Documents;
  - (ii) be an employee of, or an independent contractor directly engaged by, the Concessionaire;
  - (iii) reside in the vicinity of the Project Site and be located at the Project Site; and
  - (iv) devote all working time, energy and skill to the Project and to carrying out the duties of the Concessionaire's Representative.
- (c) The Concessionaire's Representative shall be directly responsible for and fully engaged in, and shall not, except in accordance with Section 3.2 [Change of Concessionaire's Representative], abdicate or delegate to any other employee or representative of the Concessionaire the performance of the Concessionaire's obligations under this Agreement and the other Province Project Documents and all aspects of the Project Work, including:
  - (i) the stewardship of the Concessionaire and of the Project Work; and
  - (ii) the contract management of all Principal Contractors and any Subcontractors contracting directly with the Concessionaire, and the oversight of the contract management of all other Subcontractors, including addressing and communicating to the Province's Representative any issues raised by the Principal Contractors and the Subcontractors in respect of the Project Work.

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 20 -

- (d) The Concessionaire's Representative shall have full authority to act on behalf of the Concessionaire for all purposes of the Project, and the Province, BCTFA and the Province's Representative:
  - (i) are entitled to treat any act of the Concessionaire's Representative in connection with this Agreement or any other Province Project Document as being expressly authorized by the Concessionaire, and shall not be required to determine whether any express authority has in fact been given; and
  - (ii) may refuse to recognize any act in connection with this Agreement or any other Province Project Document of any employee or representative of the Concessionaire other than the Concessionaire's Representative.
- (e) The Concessionaire's Representative shall work together with the Province's Representative in the spirit of partnering and cooperation.

**3.2 Change of Concessionaire's Representative**

- (a) The Concessionaire shall appoint, with the prior acceptance of the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld, a substitute Concessionaire's Representative to serve in the place and stead of the Concessionaire's Representative during any temporary absence of the Concessionaire's Representative to ensure that at all times during the Term there is an accepted Concessionaire's Representative available and located at the Project Site.
- (b) The appointment of the Concessionaire's Representative shall not be terminated for any reason without prior notice to and the prior acceptance, not to be unreasonably withheld, of the Province's Representative pursuant to the Consent Procedure to both such termination and to the appointment of a substitute Concessionaire's Representative, provided that, in the case of death or serious illness of the Concessionaire's Representative, such notice to and acceptance by the Province's Representative shall take place as soon as practicable upon the Concessionaire's Representative ceasing to act.

**3.3 Key Individuals**

- (a) The Concessionaire represents to the Province that the following are the Key Individuals for the Project as at the Effective Date:
  - (i) Concessionaire Director: [REDACTED]; ← Section 22
  - (ii) Environmental Director: To be determined;
  - (iii) Quality Director: To be determined;
  - (iv) Communications Director: To be determined;
  - (v) Design and Build Director: [REDACTED]; ← Section 22
  - (vi) Design Manager: To be determined;

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 21 -

(vii) Environmental Manager: To be determined; and

(viii) Operations Director: [REDACTED] ← Section 22

Within 60 days after the Effective Date, the Concessionaire shall submit to the Province's Representative, for acceptance in accordance with the Consent Procedure, the Concessionaire's proposed Environmental Director, Quality Director, Communications Director, Design Manager and Environmental Manager.

(b) For each of the Key Individuals referred to in Sections 3.3(a)(i) through 3.3(a)(iv), such Key Individual shall:

- (i) be an employee of, or an independent contractor directly engaged by, the Concessionaire;
- (ii) report directly to the Concessionaire's Representative;
- (iii) be specifically designated for the purpose of such role; and
- (iv) be instructed and enabled by the Concessionaire to act in a fair and impartial manner in carrying out such role,

and the Concessionaire shall not, without the prior acceptance of the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld:

- (v) change any such Key Individual or any such Key Individual's job specification or responsibilities;
- (vi) permit any such Key Individual to be employed or engaged, as the case may be, by any person in connection with the Project other than the Concessionaire, including by any Principal Contractor or Subcontractor; or
- (vii) permit any such Key Individual to be located at any location other than the Project Site.

(c) For all Key Individuals other than those referred to in Section 3.3(b), the Concessionaire shall not change, and shall ensure that there is no change of, any such Key Individual unless the proposed replacement individual has equivalent qualifications and experience to those of the Key Individual being replaced. The Concessionaire shall provide the Province's Representative with, to the extent practicable, advance notice of any such change, together with details of the qualifications and experience of the proposed replacement.

(d) The Key Individuals referred to in Sections 3.3(a)(i) through 3.3(a)(iv) and in Section 3.1(a)(viii) shall be required at all times during the Term. The remaining Key Individuals shall be required until the Western Segment Substantial Completion Date, and thereafter for any subsequent period during which any Construction Activities or any design in respect thereof are being carried out by the Concessionaire pursuant to this Agreement.

**SOUTH FRASER PERIMETER ROAD PROJECT**

**SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

- 22 -

- (e) Until the Western Segment Substantial Completion Date, no one person may act as more than one Key Individual at any one time. Following the Western Segment Substantial Completion Date, one person may undertake more than one Key Individual position if and to the extent only that such multiple roles do not compromise the ability of such person to effectively carry out the responsibilities of each Key Individual position so undertaken.

**3.4 Concessionaire Ownership Information**

- (a) The Concessionaire is FTG Fraser Transportation Group Partnership, a British Columbia general partnership, of which the two partners are FTG Holdings Limited Partnership and South Fraser Construction Limited Partnership, and which is formed by a Partnership Agreement made on or about July 12, 2010.
- (b) FTG Holdings Limited Partnership is a British Columbia limited partnership formed on June 29, 2010 by a Limited Partnership Agreement between FTG Fraser Transportation Group Inc. as general partner and ACS Infrastructure Canada Inc. as limited partner. FTG Fraser Transportation Group Inc. is a British Columbia corporation incorporated on June 24, 2010, all the shares of which are owned by ACS Infrastructure Canada Inc. ACS Infrastructure Canada Inc. is a Canadian corporation wholly owned by Iridium Concesiones de Infraestructuras, S.A.
- (c) South Fraser Construction Limited Partnership is a British Columbia limited partnership formed on June 29, 2010 by a Limited Partnership Agreement between South Fraser Construction Inc. as general partner and Ledcor Developments Ltd. as limited partner. South Fraser Construction Inc. is a British Columbia corporation incorporated on June 16, 2010 all the shares of which are owned by Ledcor Investments Inc. Ledcor Investments Inc. and Ledcor Developments Ltd. are Alberta corporations wholly owned by an employee owned shareholder company.