

**SCHEDULE 18
INSURANCE TRUST AGREEMENT**

INSURANCE TRUST AGREEMENT

AMONG

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**

- and -

BC TRANSPORTATION FINANCING AUTHORITY

- and -

FRASER CROSSING PROJECT CORPORATION

- and -

ATB FINANCIAL

- and -

BNY TRUST COMPANY OF CANADA

February 7, 2020

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INSURANCE TRUST AGREEMENT

THIS AGREEMENT dated as of the 7th day of February, 2020

AMONG:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the MINISTER OF
TRANSPORTATION AND INFRASTRUCTURE**

(the “Province”)

AND:

BC TRANSPORTATION FINANCING AUTHORITY

(“BCTFA”)

AND:

FRASER CROSSING PROJECT CORPORATION

(“Project Co”)

AND:

ATB FINANCIAL

(the “Agent”)

AND:

BNY TRUST COMPANY OF CANADA

(the “Insurance Trustee”)

WHEREAS:

- A. The Province, BCTFA and Project Co have entered into the Project Agreement pursuant to which Project Co has agreed to carry out the Project described therein;
- B. Project Co is obligated pursuant to the Project Agreement to maintain or cause to be maintained the Required Insurance, certain proceeds of which are payable to the Insurance Trustee in accordance with Section 6.18 [Application of Proceeds of Insurance] of the Project Agreement;
- C. The Project Agreement contemplates that the Province, BCTFA, Project Co and the Agent shall enter into this Agreement with the Insurance Trustee; and
- D. These recitals reflect the understandings and agreements of the Province, BCTFA, Project Co and the Agent, but are not recitals of the Insurance Trustee.

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NOW THEREFORE in consideration of the covenants and agreements of the parties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

**PART 1
INTERPRETATION**

1.1 Definitions

Unless otherwise specified or the context otherwise requires, in this Agreement:

- (a) **“Agreement”** means this Agreement;
- (b) **“Permitted Investments”** means any bonds, debentures, notes, bills of exchange, securities or other evidences of indebtedness issued or guaranteed by:
 - (i) the Federal Government;
 - (ii) any province of Canada, provided that such instruments are rated at least A-1 (as such rating is determined by Standard & Poors Rating Services, a division of the McGraw-Hill Companies, Inc. (in this definition, **“Standard & Poors”**)) as of the date upon which such investment is made) or the equivalent rating from Moody’s Canada Inc. (in this definition, **“Moody’s”**); or
 - (iii) any of the Schedule 1 Canadian chartered banks rated at least AA (as such rating is determined by Standard & Poors as of the date upon which such investment is made) or the equivalent rating from Moody’s,and provided that the term of any such investment is 180 days or less;
- (c) **“Project Agreement”** means the agreement titled “Project Agreement” of even date herewith made among the Province, BCTFA and Project Co, as amended, supplemented or replaced from time to time;
- (d) **“Project Agreement Insurance Provisions”** means Part 6 [Insurance, Damage and Destruction] and Schedule 15 [Insurance Requirements] of the Project Agreement, together with related definitions from Section 1.1 [Definitions] of Schedule 1 to the Project Agreement, which Part, Schedule and definitions are set forth verbatim in Appendix A [Project Agreement Insurance Provisions] to this Agreement; and
- (e) other words and expressions with initial capital letters used in this Agreement that are defined in the Project Agreement and are not otherwise defined in this Agreement shall have the meanings given to them in the Project Agreement.

1.2 Interpretation

This Agreement shall be interpreted according to the provisions set out in Sections 2.2 to 2.14 inclusive, 2.17, 2.18, 2.24, 2.25, 2.29, 2.30 and 2.31 of Schedule 1 [Definitions and Interpretation] to the

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Project Agreement, *mutatis mutandis*, save to the extent that the context or the express provisions of this Agreement otherwise require.

1.3 Governing Law

This Agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia, and the laws of British Columbia and the laws of Canada applicable in British Columbia are the proper law of this Agreement.

1.4 Submission to Jurisdiction

Except where a matter is to be resolved by arbitration under the Dispute Resolution Procedure, the Court, subject to applicable Laws, has exclusive jurisdiction to entertain and determine all disputes between the parties and Claims in any way related to or arising out of this Agreement, whether for specific performance, injunction, declaration or otherwise, both at law and in equity, and each of the parties irrevocably submits to the exclusive jurisdiction of the Court.

1.5 Language

The language of this Agreement is English. All communications, documents and information provided pursuant to this Agreement must be entirely in English.

1.6 Amendment of Project Agreement Insurance Provisions

The Province, BCTFA and Project Co shall provide the Insurance Trustee with a copy of any amendment to the Project Agreement Insurance Provisions and any such amendment shall be deemed to be incorporated into and amend Appendix A [Project Agreement Insurance Provisions] to this Agreement accordingly.

PART 2 TERM

2.1 Term

This Agreement shall commence on the date hereof and shall terminate on the later of the Termination Date under the Project Agreement and the date on which the Insurance Trustee has discharged its duties in respect of all Property Damage Insurance Proceeds paid to it pursuant to the Project Agreement.

2.2 Notice of Termination Date

The Province, BCTFA and Project Co shall give the Insurance Trustee notice of any occurrence of the Termination Date under the Project Agreement.

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**PART 3
APPOINTMENT AND FEES OF INSURANCE TRUSTEE**

3.1 Appointment of Insurance Trustee

The Province, BCTFA and Project Co hereby appoint the Insurance Trustee as the Insurance Trustee for the purposes of the Project Agreement with respect to Property Damage Insurance Proceeds that are payable to the “Insurance Trustee” under the Project Agreement. The Agent hereby consents to such appointment.

3.2 Acceptance of Appointment

The Insurance Trustee accepts the appointment in Section 3.1 [Appointment of Insurance Trustee] of this Agreement and agrees to perform the duties and services required of it under this Agreement in an honest, diligent and efficient manner.

3.3 Insurance Trustee’s Fees and Expenses

- (a) Subject to Section 3.3(b) of this Agreement, Project Co shall pay to the Insurance Trustee all reasonable fees, costs and expenses in relation to the performance by the Insurance Trustee of its obligations under this Agreement.
- (b) The Province and BCTFA on the one hand, and Project Co on the other, shall each pay to the Insurance Trustee one half of the additional fees referred to in Section 4.3(a) of this Agreement. The obligation of each of the Province and BCTFA on the one hand, and Project Co on the other, to pay its one-half of such additional fees is a several obligations and not subject to joint or joint and several liability, and neither the Province and BCTFA on the one hand, nor Project Co on the other, shall have any liability whatsoever for the non-payment by the other of any such additional fees payable by such other party under this Agreement.
- (c) The Insurance Trustee shall have no obligation to spend its own funds in the performance of its duties and obligations under this Agreement.

**PART 4
RIGHTS AND DUTIES OF INSURANCE TRUSTEE**

4.1 Dealings with Property Damage Insurance Proceeds

- (a) The Insurance Trustee, upon receipt of any Property Damage Insurance Proceeds pursuant to Section 6.18 [Application of Proceeds of Insurance] of the Project Agreement, shall:
 - (i) hold such Property Damage Insurance Proceeds in trust for the Province, BCTFA and Project Co pursuant to the Project Agreement Insurance Provisions;
 - (ii) not release or pay any Property Damage Insurance Proceeds except in accordance with Section 4.1(a)(iii) or Section 4.1(b) of this Agreement;

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- (iii) pay such Property Damage Insurance Proceeds or part thereof, in accordance with the express written authorization and direction to pay (including as to quantum and payee) signed by all of the Province, BCTFA and Project Co from time to time; and
 - (iv) pending payment in accordance with Section 4.1(a)(iii) or Section 4.1(b) of this Agreement, invest such Property Damage Insurance Proceeds in accordance with Section 4.2 [Investment of Property Damage Insurance Proceeds] of this Agreement.
- (b) If there is any dispute between the Province and BCTFA on the one hand, and Project Co on the other, regarding payment of any Property Damage Insurance Proceeds by the Insurance Trustee, then either the Province and BCTFA on the one hand or Project Co on the other may refer the matter for determination pursuant to the Dispute Resolution Procedure under the Project Agreement and the Insurance Trustee shall deal with the Property Damage Insurance Proceeds in accordance with any final determination made under the Dispute Resolution Procedure of which a copy is provided to the Insurance Trustee.
- (c) The Province and Project Co agree to provide to the Insurance Trustee at its written request particulars of any insurance policies taken out pursuant to the Project Agreement of which the Insurance Trustee is named as a loss payee.

4.2 Investment of Property Damage Insurance Proceeds

- (a) Upon receipt of a joint direction from the Province, BCTFA and Project Co, the Insurance Trustee shall invest the Property Damage Insurance Proceeds in Permitted Investments in its name in accordance with such direction.
- (b) Any joint direction issued by the Province, BCTFA and Project Co to the Insurance Trustee in accordance with Section 4.2(a) of this Agreement shall be in writing and shall be provided to the Insurance Trustee no later than 9:00 a.m. on the day on which the investment is to be made. Any such direction received by the Insurance Trustee after 9:00 a.m. Vancouver time or received on day other than a Business Day shall be deemed to have been given prior to 9:00 a.m. Vancouver time on the next Business Day.
- (c) In the event that the Insurance Trustee does not receive a direction or receives only a partial direction under Section 4.2(a) of this Agreement, the Insurance Trustee may hold cash balances constituting part or all of the Property Damage Insurance Proceeds and shall invest the same in its deposit department or the deposit department of one of its Affiliates or any Canadian chartered bank referred to in Section 1.1(d)(iii); but the Insurance Trustee and its Affiliates shall not be liable to account for any profit to any parties to this Agreement or to any other person or entity other than at a rate, if any, established from time to time by the Insurance Trustee or one of its Affiliates or Canadian chartered bank, as applicable.
- (d) The Insurance Trustee shall not be responsible for losses arising as a result of investing Property Damage Insurance Proceeds in accordance with Sections 4.2(a), (b) and (c).

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- (e) Interest and other income earned on Property Damage Insurance Proceeds while held or invested by the Insurance Trustee under this Agreement in accordance with Sections 4.2(a), (b) and (c) shall for income tax purposes be allocated to Project Co except to the extent such Property Damage Insurance Proceeds are paid to the Province pursuant to Section 6.26 [Proceeds of Property Insurance if Agreement Terminated] of the Project Agreement in respect of which interest and other income shall for income tax purposes be allocated to the Province.

4.3 Enforcement of Rights by Insurance Trustee

- (a) The Insurance Trustee shall not be obligated to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Insurance Trustee or the parties under any policies of insurance unless, in the case of the enforcement of the rights of any of the Province, BCTFA and Project Co, all of the Province, BCTFA and Project Co direct the Insurance Trustee in writing accordingly and, in any event, the Province, BCTFA and Project Co furnish, when required by notice from the Insurance Trustee, sufficient funds to commence or continue such act, action or proceeding as provided in Section 3.3(b) of this Agreement.
- (b) Upon request by the Insurance Trustee in connection with an enforcement by the Insurance Trustee under Section 4.3(a) of this Agreement, each of the parties hereto shall irrevocably nominate, constitute and appoint the Insurance Trustee as its attorney to take all requisite steps, including, but without limitation, the filing of proofs of loss, to collect the Property Damage Insurance Proceeds. The Province, BCTFA and Project Co shall, on the request of the Insurance Trustee, provide such reasonable written directions as the Insurance Trustee may reasonably require on such collection of Property Damage Insurance Proceeds.
- (c) The Province and BCTFA on the one hand, and Project Co on the other, shall each indemnify and hereby indemnify the Insurance Trustee and hold the Insurance Trustee harmless against one half of all liabilities, costs and expenses (including legal fees on a full indemnity basis) that the Insurance Trustee incurs in connection with commencing or continuing any act, action or proceeding under this Section 4.3 [Enforcement of Rights by Insurance Trustee], save and except any liabilities, costs and expenses arising from or in connection with any failure of the Insurance Trustee to act honestly or in good faith or with the care, diligence and skill of a prudent trustee, or any gross negligence or wilful misconduct on the part of the Insurance Trustee. This indemnity shall survive the termination or discharge of this Agreement or the resignation of the Insurance Trustee.

4.4 General Rights and Duties of Insurance Trustee

- (a) In the exercise of the duties and services required of it under this Agreement, without limiting the obligations of the Insurance Trustee under Section 3.2 [Acceptance of Appointment], the Insurance Trustee shall exercise that degree of care, diligence and skill that a prudent trustee would exercise in comparable circumstances.
- (b) No duty with respect to reviewing, analyzing, effecting or maintaining insurance or notifying anyone of the failure to insure shall rest upon the Insurance Trustee and the Insurance Trustee shall not be responsible for any loss by reason of want or insufficiency

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of insurance, or by reason of the failure of any insurer to pay the full amount of any loss against which it may have insured. Notwithstanding any reference herein to any other agreements to which the Insurance Trustee is not a party, the Insurance Trustee shall have no duties or responsibilities hereunder except as expressly provided for herein.

- (c) Nothing herein shall serve to exonerate the Insurance Trustee from any liability on its part arising by virtue of its failure to act honestly and in good faith and with the care, diligence and skill of a prudent trustee or arising by its gross negligence or wilful misconduct in performing its duties as aforesaid. In respect of matters not within its expertise, the Insurance Trustee shall be regarded as having acted in good faith and with the care, diligence and skill of a prudent trustee and without gross negligence or wilful misconduct if it relies on the opinion or advice of professional advisors expert in such matters.
- (d) In the exercise of its rights, duties and obligations, the Insurance Trustee may, if it is acting in good faith:
 - (i) rely and act on legal opinions and the opinions of professional advisors in form and substance satisfactory to the Insurance Trustee; and
 - (ii) rely on written directions or certificates signed by the Province's Representative or Project Co's Representative, as applicable.
- (e) The Province shall provide to the Insurance Trustee an incumbency certificate identifying the Province's Representative:
 - (i) at the time of execution of this Agreement;
 - (ii) upon any change in the Province's Representative; and
 - (iii) at any other time on the reasonable written request of the Insurance Trustee.
- (f) BCTFA shall provide to the Insurance Trustee an incumbency certificate identifying the person authorized to sign for BCTFA in connection with this Agreement:
 - (i) at the time of execution of this Agreement;
 - (ii) upon any change in such person; and
 - (iii) at any other time on the reasonable written request of the Insurance Trustee.
- (g) Project Co shall provide to the Insurance Trustee an incumbency certificate identifying Project Co's Representative:
 - (i) at the time of execution of this Agreement;
 - (ii) upon any change in Project Co's Representative; and
 - (iii) at any other time on the reasonable written request of the Insurance Trustee.

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- (h) The Insurance Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Insurance Trustee, in its reasonable judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Insurance Trustee, in its reasonable judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 30 days written notice to the other parties to this Agreement, provided that:
- (i) the Insurance Trustee's written notice shall describe the circumstances of such non-compliance; and
 - (ii) if such circumstances are rectified to the satisfaction of the Insurance Trustee within such 30 day period, then such resignation shall not be effective.

The Province, BCTFA and Project Co hereby represent to the Insurance Trustee that the Property Damage Insurance Proceeds to be held by the Insurance Trustee pursuant to this Agreement are to be held in trust for the Province, BCTFA and Project Co as provided in Section 4.1(a)(i) and not for or on behalf of or to be used by or on behalf of any third party.

- (i) The Province and BCTFA on the one hand, and Project Co on the other, shall each indemnify and hereby indemnify the Insurance Trustee and hold the Insurance Trustee harmless against one-half of all liabilities, costs and expenses (including legal fees on a full indemnity basis) that the Insurance Trustee incurs in connection with any claim by a third party against the Insurance Trustee arising as a result of this Agreement or the performance of this Agreement by the Insurance Trustee, save and except any liabilities, costs and expenses arising from or in connection with any failure of the Insurance Trustee to act honestly or in good faith or with the care, diligence and skill of a prudent trustee, or any gross negligence or wilful misconduct on the part of the Insurance Trustee. This indemnity shall survive the termination or discharge of this Agreement or the resignation of the Insurance Trustee.
- (j) In the event that any party to this Agreement (other than the Insurance Trustee) shall bring an action against the Insurance Trustee in respect of this Agreement, then, unless it is established in the action that the Insurance Trustee failed to act honestly or in good faith or with the care, diligence and skill of a prudent trustee or that there has been gross negligence or wilful misconduct on the part of the Insurance Trustee or that there has been a breach of this Agreement by the Insurance Trustee, the party bringing such action shall indemnify and hereby indemnifies the Insurance Trustee and holds the Insurance Trustee harmless against all liabilities, costs and expenses (including legal fees on a full indemnity basis) that the Insurance Trustee incurs in connection with any such action.
- (k) Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Insurance Trustee shall not be liable under this Agreement for any lost profits (not including lost interest or income earned on the Property Damage Insurance Proceeds) or any indirect or punitive losses or damages, provided that this provision shall not prevent the other parties to this Agreement from

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recovering from the Insurance Trustee the amount of any Property Damage Insurance Proceeds paid to the Insurance Trustee and not paid out by the Insurance Trustee in accordance with this Agreement, including any interest or other income earned thereon while held by the Insurance Trustee.

**PART 5
REPLACEMENT AND ASSIGNMENT**

5.1 Replacement of Insurance Trustee

- (a) The Insurance Trustee may, upon giving to the other parties 90 days notice, or such shorter notice as such parties may accept as sufficient, and shall upon receipt from the Province, BCTFA and Project Co of a joint direction to do so within 90 days, resign from its appointment as trustee pursuant to this Agreement and at the end of such notice period, be discharged from all further duties and liabilities hereunder provided that it is not at that time holding any Property Damage Insurance Proceeds.
- (b) If a material conflict of interest arises in the Insurance Trustee's role as a fiduciary hereunder, the Insurance Trustee shall immediately notify Project Co, the Province and BCTFA of such material conflict of interest and, within 90 days after ascertaining that such material conflict of interest exists, either eliminate such material conflict of interest or resign from its appointment as trustee pursuant to this Agreement.
- (c) Upon the resignation of the Insurance Trustee, the Province and BCTFA may designate a successor Insurance Trustee, which shall be a corporation authorized to carry on the business of a trust company in British Columbia, and which designation shall be subject to approval by Project Co and the Agent, not to be unreasonably withheld or delayed.
- (d) On any appointment of a new Insurance Trustee under this Agreement:
 - (i) the new Insurance Trustee shall be vested with the same rights and duties as if it had been originally named as Insurance Trustee hereunder;
 - (ii) the trust created by this Agreement shall continue; and
 - (iii) there shall be immediately executed all such agreements or other instruments as may, in the reasonable opinion of counsel both for Project Co and for the Province and BCTFA, be necessary or advisable for the purpose of assuring the same to the new Insurance Trustee.

5.2 Assignment by Province and BCTFA

The Province and BCTFA shall, with notice to the Insurance Trustee, assign or transfer their respective rights and obligations under this Agreement to any permitted assignee of their respective interests in the Project Agreement concurrently with the assignment of the Project Agreement to such assignee in accordance with Section 16.4 [Assignment by the Province and BCTFA] of the Project Agreement and, upon any such assignment or transfer, the Province and/or BCTFA, whichever is the assigning party, shall be released from all of its obligations and liabilities under this Agreement.

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5.3 Assignment by Project Co

Project Co may only assign, transfer or otherwise dispose of any right or interest in or under this Agreement in accordance with Sections 16.1 [Province Consent Required to Assignment by Project Co], 16.2 [Where Province Consent to Assignment Not Required] and 16.3 [Other Requirements for Assignment by Project Co] of the Project Agreement.

5.4 No Assignment by Insurance Trustee

The Insurance Trustee may not assign, transfer or otherwise dispose of any right or interest or under this Agreement without the express prior written consent of the Province, BCTFA and Project Co.

**PART 6
GENERAL PROVISIONS**

6.1 Agent as Party

For greater certainty, the Agent is a party to this Agreement for the purpose of acknowledging the terms of this Agreement and abiding thereby, and to ensure that it receives notice of any amendment to this Agreement or change in the Insurance Trustee under Section 5.1 [Replacement of Insurance Trustee] of this Agreement.

6.2 Force Majeure

No party to this Agreement shall be held to be in breach of this Agreement if such party is prevented, hindered or delayed in the performance or observance of any provision contained in this Agreement by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this provision.

6.3 Amendments

No amendment to this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

6.4 Notices

Any notice, demand, request, consent, approval, objection, agreement or other communication required or permitted to be given, made or issued under this Agreement shall, unless otherwise specifically provided in this Agreement, be considered to have been sufficiently given if in writing signed by the providing party and delivered by hand, sent by a recognized courier service (with delivery receipt requested), or transmitted by facsimile or electronic transmission to the address, facsimile transmission number and/or electronic email address of each party set out below:

**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT
SCHEDULE 18: INSURANCE TRUST AGREEMENT**

**Commercial in Confidence
Execution**

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- (a) if to the Province:

Ministry of Transportation and Infrastructure
5B – 940 Blanshard Street
Victoria, British Columbia
V8W 3E6
Attention: The Deputy Minister
Facsimile: 250-387-6431

- (b) if to BCTFA:

BC Transportation Financing Authority
c/o Ministry of Transportation and Infrastructure
5B – 940 Blanshard Street
Victoria, British Columbia
V8W 3E6
Attention: The Chief Executive Officer
Facsimile: 250-387-6431

- (c) if to the Province's Representative:

c/o Transportation Investment Corporation
1750 – 401 West Georgia Street
Vancouver, British Columbia
V6B 5A1
Attention: Province's Representative, Pattullo Bridge Replacement Project
Email: PROVREP.PBR@gov.bc.ca

- (d) if to Project Co or Project Co's Representative:

Fraser Crossing Project Corporation
c/o Acciona FCP Holdings Inc.
Three Bentall Centre
#2000 – 595 Burrard Street
P.O. Box 49125
Vancouver British Columbia
V7X 1J1
Attention: Project Co's Representative

and

Fraser Crossing Project Corporation
c/o Aecon FCP Holdings Inc.
20 Carlson Court, Suite 105
Toronto, Ontario
M9W 7K6
Attention: Project Co's Representative

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- (e) if to the Agent:

ATB Financial
Suite 600, 585 8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Loan Syndications, Corporate Financial Services
Email: syndications.agency@atb.com

- (f) if to the Insurance Trustee:

BNY Trust Company of Canada
One York Street, 6th Floor
Toronto, Ontario
M5J 0B6

Attention: Corporate Trust Administration
Facsimile: 416-360-1711

or to such other address, facsimile transmission number or electronic mail address as any party or its representative may, from time to time, designate to the other parties and their representatives in the manner set out above. Any such notice or communication shall be considered to have been received:

- (g) if delivered by hand or by a courier service during business hours on a Business Day, when delivered, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;
- (h) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the successful transmission and, if not transmitted during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission; and
- (i) if sent by electronic transmission during business hours on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day provided that:
- (i) the receiving party has, by electronic mail or by hand delivery, acknowledged to the notifying party that it has received such notice; or
 - (ii) within 24 hours after sending the notice, the notifying party has also delivered a copy of such notice to the receiving party by hand delivery.

6.5 Waiver

Except as expressly provided otherwise in this Agreement, any waiver of any provision of this Agreement shall only be effective if in writing signed by the waiving party, and no failure by any party at any time to exercise a right or remedy under or to enforce any provision of this Agreement or to require performance by any other party of any of the provisions of this Agreement shall be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of

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any party to enforce any provision in accordance with its terms. Any waiver shall only apply to the specific matter waived and only in the specific instance and for the specific purpose for which it is given.

6.6 Further Assurances

The parties shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents and things as another party may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the parties' respective obligations under this Agreement.

6.7 Relationship of the Parties

Nothing contained in this Agreement nor any action taken pursuant hereto shall be deemed to constitute the Province, BCTFA, Project Co, the Agent and the Insurance Trustee, or any two or more of them, a partnership, joint venture or any other similar such entity.

6.8 Binding Effect

Subject to the provisions of Part 5 [Replacement and Assignment] of this Agreement, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.9 Counterparts

This Agreement may be executed in one or more counterparts. Any single counterpart of a set of counterparts executed, in either case, by all of the parties will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or PDF form, provided that any party providing its signature in PDF form shall promptly forward to each other party an original signed copy of this Agreement.

6.10 Obligations of Province and BCTFA

All obligations of the Province and BCTFA on the one hand, and Project Co on the other, under this Agreement are and shall be several and not joint or joint and several.

[EXECUTION PAGES FOLLOW]

**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT
SCHEDULE 18: INSURANCE TRUST AGREEMENT**

*Commercial in Confidence
Execution*

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IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY**)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA)
by a duly authorized representative of)
the **MINISTER OF TRANSPORTATION**)
AND INFRASTRUCTURE in the)
presence of:)
_____)

(Witness)

Grant Main
Deputy Minister, Ministry of Transportation and
Infrastructure

BC TRANSPORTATION FINANCING AUTHORITY
by its authorized signatory:

Per:

Grant Main
Chief Executive Officer

**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT
SCHEDULE 18: INSURANCE TRUST AGREEMENT**

*Commercial in Confidence
Execution*

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FRASER CROSSING PROJECT CORPORATION
by its authorized signatories:

Per:

Name:
Title:

Per:

Name:
Title:

ATB FINANCIAL, as Administrative Agent,
by its authorized signatories:

Per:

Name:
Title:

Per:

Name:
Title:

BNY TRUST COMPANY OF CANADA
by its authorized signatories:

Per:

Name:
Title:

Per:

Name:
Title:

**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT
SCHEDULE 18: INSURANCE TRUST AGREEMENT**

*Commercial in Confidence
Execution*

**APPENDIX A
PROJECT AGREEMENT INSURANCE PROVISIONS**

See attached.

**PART 6
INSURANCE, DAMAGE AND DESTRUCTION**

6.1 Insurance Coverages

Project Co shall take out, maintain in force, pay for and renew, or cause to be taken out, maintained in force, paid for and renewed, from Qualified Insurers, insurance for the Project as set out in Schedule 15 [Insurance Requirements] and in accordance with this Part 6, such insurance to be taken out at least five Business Days before, and so that it is in effect from, the commencement of the applicable period of time during which the insurance is required (and for clarity the insurance need not take effect until such commencement). Project Co shall also take out, maintain in force, pay for and renew, or cause to be taken out, maintained in force, paid for and renewed, throughout the Term, from Qualified Insurers, all other insurance as may be required to be taken out from time to time in respect of all or any of the Project Work, the Project Site and/or the Project Infrastructure in accordance with any Laws or any Project Site Agreements and Project Site Encumbrances.

6.2 Province's Right to Insure

If Project Co fails or refuses to obtain or maintain in force any Required Insurance, or to provide evidence of such insurance and renewals in relation thereto as and when required and in accordance with this Part 6, the Province shall, without prejudice to any of its other rights under this Agreement or otherwise, have the right (but not the obligation) itself to procure such insurance, in which event Project Co shall pay to the Province on demand any amounts paid by the Province for that purpose together with an administrative fee equal to 15% of such amounts. Any administrative fee charged under this Section 6.2 shall not be in duplication of any administrative fee charged under Section 12.3(c) in respect of the same costs and expenses.

6.3 Particular Requirements of Policies

In addition to the requirements of Schedule 15 [Insurance Requirements] and without limiting the generality of the other provisions of this Part 6, the policies for the insurance required by Section 6.1 [Insurance Coverages] must comply with the following:

- (a) all policies of insurance must comply with Section 6.18 [Application of Proceeds of Insurance] and Schedule 15 [Insurance Requirements] as to the named insureds, additional named insureds, additional insureds and loss payees under such policies, as applicable;
- (b) all policies must be issued in the English language and governed by the laws of British Columbia and the laws of Canada applicable therein, or such other laws as may be acceptable to the Province in its discretion; and
- (c) all policies of insurance under which the Province or BCTFA is insured or is required to be insured must contain an endorsement to the effect that the policies will not be invalidated and coverage thereunder will not be denied for the Province or BCTFA or any other insureds (other than Project Co, Project Co Indemnified Persons and persons for whom Project Co is in law responsible) by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies by

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Project Co, any of Project Co Indemnified Persons, or any person for whom Project Co is in law responsible.

6.4 Deductibles

If any policies for the Required Insurance or any other insurance required to be taken out by Section 6.1 [Insurance Coverages] provide that the amount payable in the event of any claim, loss or liability shall be reduced by a deductible amount or subject to a waiting period, then Project Co shall be responsible for any such deductible amount and/or waiting period and, in the event of any claim, loss or liability, Project Co shall be responsible for and shall pay, and shall indemnify and hold harmless the Province and the Province Indemnified Persons and each of them in respect of, the amount not paid by the insurer to any of them as a result of any such deductible amount and/or waiting period.

6.5 Project Co Insurance Primary

Project Co must ensure that all the Required Insurance is primary and not excess to any insurance of the Province or BCTFA, or any of the other additional named insureds, and does not require the sharing of any loss by the Province or BCTFA, or by any insurance of the Province or BCTFA.

6.6 Release of the Province for Insured Loss

- (a) Subject to Section 6.6(b), Project Co, for itself and its successors and assigns, hereby releases the Province and BCTFA and those persons for whom the Province is in law responsible, and their successors and assigns, from any and all financial liability for:
- (i) damage to any property or any other loss required to be insured by the Required Insurance or actually insured by Project Co or any Principal Contractor or Subcontractor (whether or not required to be insured by the Required Insurance); and
 - (ii) any delay in start up, business interruption, extra expense, loss of income and loss of profit related thereto;
- caused by any of the perils against which Project Co or any Principal Contractor or Subcontractor has insured or against which by the terms of this Agreement Project Co is required to insure or to procure insurance, and whether or not such loss or damage may have arisen out of any act, omission or negligence of the Province or BCTFA or any person for whom the Province is in law responsible.
- (b) The release in Section 6.6(a) shall not apply to the extent that both:
- (i) the Province would, but for Section 6.6(a), be liable under this Agreement in respect of the damage to property or other loss required to be insured by the Required Insurance; and
 - (ii) the amount of the relevant loss exceeds the amount of insurance required to be obtained under Schedule 15 [Insurance Requirements] in respect of such property or other loss.

6.7 Compliance with Policies

- (a) Project Co shall comply with the terms, conditions and requirements of all policies for the Required Insurance, shall not do or omit to do, or permit to be done or omitted by any person for whom Project Co is in law responsible or, insofar as it is within its power or the power of any of its Principal Contractors or Subcontractors, any other person (other than the Province, BCTFA and persons for whom the Province is in law responsible), anything on or with respect to the Project Site or the Project Infrastructure or with respect to the Project Work that could result in or could reasonably be expected to result in the cancellation of any Required Insurance or that would entitle any insurer to refuse to pay any claim under the policy for any Required Insurance or that would diminish the value of any claim under the policy of Required Insurance.
- (b) Provided the Province has been provided with copies of the policies of Required Insurance, neither the Province nor BCTFA shall do, or permit to be done by any person for whom the Province is in law responsible, anything on or with respect to the Project Site or the Project Infrastructure (excluding lawful acts of the Province or BCTFA required or permitted under this Agreement) that could result in or reasonably be expected to result in the cancellation of any Required Insurance or that would entitle any insurer to refuse to pay any claim under the policy for any Required Insurance or that would diminish the value of any claim under the policy of Required Insurance.

6.8 Evidence of Insurance

- (a) Project Co shall provide to the Province's Representative at least 10 Business Days before the Effective Date, drafts of a cover note and a certificate of insurance for each policy for the Required Insurance. Each cover note and certificate of insurance must be in a form and to be signed by an authorized signatory of the insurers or of the insurers' insurance broker or insurance intermediary satisfactory to the Province, and must be sufficient to confirm the insurance and the terms and conditions thereof, as required by this Agreement, and, for such purposes, Project Co shall cause the cover note and the certificate of insurance to be revised as the Province may require.
- (b) At least five Business Days before the Effective Date, Project Co shall deliver to the Province's Representative, for each policy for any Required Insurance, the cover note and certificate of insurance for the policy, as provided in draft to the Province's Representative pursuant to Section 6.8(a), and as revised as required by the Province pursuant to Section 6.8(a), signed by an authorized signatory of the insurers or of the insurers' insurance broker or insurance intermediary satisfactory to the Province, confirming that the insurance has been obtained and will on or before the required date be in full force and effect, in each case together with:
 - (i) evidence satisfactory to the Province that the deposit premiums payable therefor have been paid; and
 - (ii) where the premium for any policy is not fully paid prior to such date, a statement to that effect certified by Project Co setting out the due dates for payment of the remaining premiums and the amount payable on each due date.

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- (c) Not later than five Business Days after each due date referred to in Section 6.8(b)(ii), Project Co shall provide to the Province's Representative evidence satisfactory to the Province that the premiums due on that due date have been paid and that the insurance has not been cancelled and is not susceptible to cancellation for non-payment of such premiums.
- (d) Project Co shall provide to the Province's Representative certified copies of all policies of insurance, certified by the insurer or its agent, within 90 days after the date the insurance is required to be in effect under this Agreement.
- (e) Project Co shall provide such additional evidence of compliance with this Part 6 as may be requested by the Province from time to time.

6.9 Renewal

- (a) At least 10 Business Days before the expiration or cancellation of any policy for any Required Insurance, unless such policy is no longer required by the terms of this Part 6 and Schedule 15 [Insurance Requirements], Project Co shall provide to the Province's Representative drafts of a cover note and a certificate of insurance for the renewal or replacement of such policy. Each cover note and certificate of insurance must be in a form and to be signed by an authorized signatory of the insurers or of the insurers' insurance broker or insurance intermediary satisfactory to the Province, and must be sufficient to confirm the insurance and terms and conditions thereof, as required by this Agreement, and, for such purposes, Project Co shall cause the cover note and the certificate of insurance to be revised as the Province may require.
- (b) At least five Business Days before the expiration or cancellation of any policy to be renewed or replaced as provided in Section 6.9(a), Project Co shall deliver to the Province's Representative, for each such policy, the cover note and certificate of insurance for the renewal or replacement of the policy, as provided in draft to the Province's Representative pursuant to Section 6.9(a), and as revised as required by the Province pursuant to Section 6.9(a), signed by an authorized signatory of the insurers or of the insurers' insurance broker or insurance intermediary satisfactory to the Province, confirming that the insurance has been obtained and will be in full force and effect at or before the time of expiry or cancellation of the policy being renewed or replaced, in each case together with:
 - (i) evidence satisfactory to the Province that the deposit premiums payable therefor have been paid; and
 - (ii) where the premium for the renewal or replacement of any policy is not fully paid prior to the expiration or cancellation of any policy to be renewed or replaced, a statement to that effect certified by Project Co setting out the due dates for payment of the remaining premiums and the amount payable on each due date.
- (c) Not later than five Business Days after each due date referred to in Section 6.9(b)(ii), Project Co shall provide to the Province's Representative evidence satisfactory to the Province that the premiums due on that due date have been paid and that the insurance has not been cancelled and is not susceptible to cancellation for non-payment of such premiums.

6.10 Copies of Communications

At the time Project Co provides to the Province's Representative any submittal, notice or other communication with respect to insurance under this Part 6 or Schedule 15 [Insurance Requirements], Project Co shall at the same time provide a copy of such submittal, notice or other communication and a copy of all documents and enclosures therewith, to "The Corporate Insurance and Bonds Manager" at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN Prov Govt, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise).

6.11 Review of Insurance by Province

Without limiting Section 2.13 [Review, Approval, Inspection and Audit by the Province], the submission or delivery to the Province's Representative, and the receipt, review, approval or acceptance by the Province or the Province's Representative of any insurance policy or any draft or certified copy of an insurance policy or any certificate of insurance, cover note or other evidence of compliance with this Part 6 and Schedule 15 [Insurance Requirements], shall not, irrespective of whether any objection is made thereto by the Province:

- (a) imply any acceptance by the Province or BCTFA that the extent of the insurance coverage is sufficient or that the terms and conditions thereof are satisfactory, in either case for the purposes of the Project or this Agreement; or
- (b) relieve or exempt or be deemed to relieve or exempt Project Co or any other person from any of its obligations and liabilities under this Agreement or any of the other Province Project Documents or at law or in equity including its obligations to insure as provided in this Part 6 [Insurance, Damage and Destruction] and Schedule 15 [Insurance Requirements]; or
- (c) derogate from, limit or prejudice any rights of the Province under this Agreement.

6.12 Workers' Compensation Coverage

Project Co shall at all times during the Term carry and pay for or cause to be carried and paid for full workers' compensation coverage of all workers, employees and others engaged in the performance of the Project Work. Project Co shall, at the request of the Province from time to time, provide to the Province's Representative evidence satisfactory to the Province that such coverage is in effect and that all assessments payable under the WCA in respect of the Project have been paid.

6.13 Claims

- (a) Project Co shall maintain a written register of all claims and incidents which might result in a claim under any of the policies of Required Insurance and shall allow the Province to inspect such register at any time on reasonable notice.
- (b) Project Co shall in addition notify the Province within five Business Days after making any claim under any of the policies for the Required Insurance where the value of the claim exceeds \$25,000 or (regardless of the value of the claim) the claim involves bodily injury or death, accompanied by full particulars of the incident giving rise to the claim.

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- (c) In the event of any claim or loss to which any Required Insurance may apply, Project Co shall, and shall ensure that the relevant insured (other than the Province and BCTFA) shall, promptly and diligently notify all applicable insurers, file all required proofs of claim, supply to the insurers and adjusters all required documents and information, and generally execute and deliver all documents and do all acts and things that may be required to obtain the benefit of the insurance for the insureds thereunder including the additional named insureds and additional insureds.
- (d) Each party shall have the right, as its interest may appear, to be a party to and to participate in any claims settlement under any policy of property insurance insuring the Project Infrastructure or any part thereof required by this Agreement to be part of the Required Insurance, and to make and submit its own claim with respect to any loss or damage separately from any claim of any other party or any other person.

6.14 Insurance Not to Prejudice

Neither full compliance by Project Co nor a failure to comply by Project Co with the requirements of this Part 6 [Insurance, Damage and Destruction] shall derogate from, limit or prejudice any rights of the Province under this Agreement or relieve Project Co from any of its other obligations or liabilities under this Agreement.

6.15 Restoration and Reinstatement of Damage or Destruction

Unless this Agreement is terminated in accordance with its terms (including under Section 8.6 [Termination for Force Majeure Event] or Section 8.7 [Termination for Damage or Destruction]), if all or any part of the Project Infrastructure or the Project Site is damaged or destroyed, Project Co shall restore, replace and reinstate such damage or destruction (the “**Reinstatement Work**”) promptly and in any event as soon as practicable in the circumstances. Except as otherwise expressly provided in this Agreement, damage to or destruction of all or any part of the Project Infrastructure or the Project Site shall not terminate this Agreement or relieve Project Co of any of its obligations under this Agreement or entitle Project Co to any compensation from the Province or BCTFA.

6.16 Reinstatement Plan

If all or any part of the Project Infrastructure or the Project Site is damaged or destroyed, in addition to the requirements of Section 8.6 [Termination for Force Majeure Event] or Section 8.7 [Termination for Damage or Destruction], if the Reinstatement Work is reasonably estimated to cost more than \$10,000,000 or in any other case where the Province, having regard to the nature of the damage or destruction, notifies Project Co that a Reinstatement Plan is required (excluding where the damage or destruction occurs before the Total Completion Date and the Province considers that the continued application of the Design and Certification Procedure would be able to adequately address the Reinstatement Work without the need for a separate Reinstatement Plan), Project Co shall, as soon as practicable and in any event within 20 Business Days after the occurrence of the damage or destruction or receipt of notification from the Province, as the case may be, (or if, with the exercise of all due diligence, more than 20 Business Days is reasonably required for such purposes, then within such longer period of time after the occurrence of such damage or destruction or receipt of notification from the Province, as the case may be, as may be reasonably required with the exercise of all due diligence, provided Project Co exercises and continues to exercise all such due diligence) submit to the Province’s

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Representative pursuant to the Consent Procedure a plan (a “**Reinstatement Plan**”) prepared by Project Co for carrying out the Reinstatement Work setting out, in reasonable detail, *inter alia*:

- (a) a description of the Reinstatement Work required to restore, replace and reinstate the damage or destruction (in accordance, where applicable, with any Province Change issued in respect thereof);
- (b) an estimate of the cost to carry out the Reinstatement Work and confirmation of whether or not there are sufficient funds available to Project Co from all sources, including debt, equity, letters of credit, construction or other security, insurance proceeds, deductibles for which Project Co is responsible in accordance with this Agreement, recourse against third parties, amounts required to be paid by the Province to Project Co pursuant to Section 8.3(b) or otherwise under this Agreement, but without imposing any obligation on Project Co to obtain any new debt or equity in order to carry out the Reinstatement Work, to allow Project Co to complete the Reinstatement Work while meeting its payment and other obligations under the Senior Lending Agreements, together with reasonable supporting documentation;
- (c) Project Co’s proposed schedule for the execution of the Reinstatement Work;
- (d) the proposed terms upon which the Reinstatement Work is to be effected and, if the Reinstatement Work is to be effected by a third party, the procurement procedure which Project Co proposes to implement to procure the execution of the Reinstatement Work, provided that, if required by the Province in order to comply with applicable Competitive Procurement Requirements, the execution of the Reinstatement Work shall be procured through a competitive procedure designated by the Province and conducted under the supervision of the Province;
- (e) Project Co’s proposal for any amended Project Schedule and/or Works Schedule necessary to accommodate the proposed schedule for the execution of the Reinstatement Work (which proposal shall be dealt with in accordance with the provisions of Schedule 3 [Project Schedule], as applicable); and
- (f) Project Co’s proposal for any related amendment to the Traffic Management Plan required in connection with the execution of the Reinstatement Work;

and except to the extent necessary to address any emergency or public safety needs, the Reinstatement Work must not be commenced until the Reinstatement Plan has been accepted by the Province in accordance with the Consent Procedure.

6.17 Conduct of Reinstatement Work

Project Co shall carry out the Reinstatement Work in accordance with the Project Requirements and all other applicable requirements under this Agreement and, where applicable, in accordance with the Reinstatement Plan accepted by the Province in accordance with the Consent Procedure. All designs, plans and specifications in respect of the Reinstatement Work shall be subject to the Design and Certification Procedure. If requested by the Province, the persons retained by Project Co to design and carry out any Reinstatement Work shall, as a condition to their retainer and prior to commencing any Reinstatement Work or design work in connection therewith, enter into a Collateral Agreement with the

Province, BCTFA and Project Co in substantially the same form as set out in Schedule 17 [Collateral Agreement].

6.18 Application of Proceeds of Insurance

Project Co shall ensure that the insurers under any of the policies of Required Insurance pay the proceeds of insurance under such policies as follows:

- (a) in the case of any policy for the insurance referred to in any of Sections 1.1 [Third Party Liability Insurance During Construction], 1.3 [Automobile Insurance] and 2.1 [Insurance – Operation and Maintenance] of Schedule 15, the proceeds of insurance shall be paid directly to the third party or, where any insured party has discharged the relevant liability to the third party prior to the payment of any relevant insurance proceeds, to the insured party who discharged the relevant liability;
- (b) in the case of any policy for the insurance referred to in Section 1.4(a) of Schedule 15 [Insurance Requirements] (excluding any delay in start up, extra expense, business interruption, loss of income or loss of profits insurance proceeds payable under any such policy), the proceeds of insurance shall be paid to the Insurance Trustee as first loss payee, except where:
 - (i) Project Co has already Totally Completed the Reinstatement Work in respect of the damage or destruction that gave rise to the proceeds; or
 - (ii) the insurance proceeds payable in respect of any single claim made under the relevant insurance policy is equal to or less than \$15,000,000;

in either of which cases the Province shall direct that the proceeds be paid directly to Project Co or the relevant insured; provided that, where the proceeds of any such insurance policy (other than any delay in start up, extra expense, business interruption or loss of profits insurance policy proceeds payable to Project Co) are paid to Project Co in respect of any single claim equal to or less than \$15,000,000, Project Co shall ensure that such proceeds are applied to the Reinstatement Work in respect of the damage or destruction that gave rise to the proceeds and not for any other purpose; and provided further that, where the proceeds of such policies of insurance are payable in whole or in part to the Insurance Trustee pursuant to this Section 6.18(b) (such proceeds, together with any interest, distribution or other gain from time to time received by the Insurance Trustee in respect thereof pursuant to Section 4.2 [Investment of Property Damage Insurance Records] of the Insurance Trust Agreement, are called the “**Property Damage Insurance Proceeds**”), then either Section 6.18(c) or Section 6.18(d) as applicable shall apply;

- (c) if Project Co has, in accordance with the provisions of the relevant Reinstatement Plan, entered into a contract with a third party for the purpose of carrying out the Reinstatement Work in respect of the damage or destruction that gave rise to Property Damage Insurance Proceeds being paid by insurers to the Insurance Trustee:
 - (i) if, in accordance with such contract, Project Co is required to make a payment to such third party for such purpose, and if Project Co submits to the Province’s Representative pursuant to the Review Procedure:

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- (A) a copy of an invoice from such third party to Project Co for payment of the cost of such Reinstatement Work;
- (B) such supporting documentation and detail as may be required by the Province with respect to the Reinstatement Work that is the subject of the invoice and the cost thereof including documents and information to establish and verify the applicable matters for consideration in accordance with Sections 2.6 of Schedule 2 [Representatives, Review Procedure and Consent Procedure] in respect of the Reinstatement Work and the Property Damage Insurance Proceeds;
- (C) standard Ministry evidence (or other evidence satisfactory to the Province) that the provisions of Section 5.10 [Compliance with *Builders Lien Act* and Payments to Contractors] of Schedule 8 and Section 6.12 [Workers' Compensation Coverage] have been complied with in respect of the Reinstatement Work and that there are no outstanding builders' liens or claims therefor in respect of such Reinstatement Work; and
- (D) written confirmation of Project Co addressed to the Province that the amount of the invoice is justly due and payable in accordance with the relevant contract and that Project Co requires such invoice to be discharged out of the Property Damage Insurance Proceeds,

then the Province shall, not later than the later of:

- (E) the date that is five Business Days after the date on which there has been (or deemed to have been) no objection by the Province under the Review Procedure to the submittal referred to in Sections 6.18(c)(i)(A) to (D) inclusive; and
- (F) the date that is seven Business Days prior to the due date for payment of such invoice by Project Co under the terms of the relevant contract,

authorize and direct the Insurance Trustee in writing to pay to the relevant third party, out of the Property Damage Insurance Proceeds paid to the Insurance Trustee on account of the damage or destruction to which the Reinstatement Work relates, an amount equal to the lesser of the amount of such Property Damage Insurance Proceeds paid to the Insurance Trustee and the amount of such invoice; and

- (ii) upon the issuance of a Certificate of Total Completion in respect of the Reinstatement Work pursuant to the Design and Certification Procedure, if Project Co submits to the Province's Representative pursuant to the Review Procedure:
 - (A) a copy of the Certificate of Total Completion in respect of such Reinstatement Work;
 - (B) an invoice for payment to Project Co of the balance (if any) of any such Property Damage Insurance Proceeds; and

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- (C) standard Ministry evidence (or other evidence satisfactory to the Province) that the provisions of Section 5.10 [Compliance with *Builders Lien Act* and Payments to Contractors] of Schedule 8 and Section 6.12 [Workers' Compensation Coverage] have been complied with in respect of the Reinstatement Work and that there are no outstanding builders' liens or claims therefor in respect of such Reinstatement Work,

the Province shall, subject to any specific requirements of the insurers, within five Business Days after the date on which there has been (or deemed to have been) no objection by the Province under the Review Procedure to the submittal referred to in Sections 6.18(c)(ii)(A) to (C) inclusive, authorize and direct the Insurance Trustee in writing to pay to Project Co the balance (if any) of the Property Damage Insurance Proceeds paid to the Insurance Trustee on account of the damage or destruction to which the Reinstatement Work relates;

- (d) if Project Co itself, in accordance with the provisions of the relevant Reinstatement Plan, carries out the Reinstatement Work in respect of which the Insurance Proceeds have been paid to the Insurance Trustee, then:
 - (i) if Project Co submits to the Province's Representative pursuant to the Review Procedure:
 - (A) a certificate from Project Co addressed to the Province confirming in writing the amount of the Property Damage Insurance Proceeds claimed by Project Co, based on the value of the Reinstatement Work carried out by Project Co;
 - (B) such supporting documentation and detail as may be required by the Province with respect to the Reinstatement Work that is the subject of the invoice and the cost thereof (which may include a Mark-up for overhead and profit in accordance with Section 2.4 [Valuation of Change in Costs] of Schedule 11) including documents and information to establish and verify the applicable mattersto be considered in accordance with Section 2.6 of Schedule 2 [Representatives, Review Procedure and Consent Procedure] in respect of the Reinstatement Work and the Property Damage Insurance Proceeds;
 - (C) standard Ministry evidence (or other evidence satisfactory to the Province) that the provisions of Section 5.10 [Compliance with *Builders Lien Act* and Payments to Contractors] of Schedule 8 and Section 6.12 [Workers' Compensation Coverage] have been complied with in respect of the Reinstatement Work and that there are no outstanding builders' liens or claims therefor in respect of such Reinstatement Work; and
 - (D) written confirmation from Project Co addressed to the Province that the amount of the certificate is justly due and payable in accordance with this Agreement and that Project Co requires such certificate to be discharged out of the Property Damage Insurance Proceeds,

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then the Province shall, within five Business Days after the date on which there has been (or deemed to have been) no objection by the Province under the Review Procedure to the submittal referred to in Section 6.18(d)(i)(A) to (D) inclusive, authorize and direct the Insurance Trustee in writing to pay to Project Co, out of the Property Damage Insurance Proceeds paid to the Insurance Trustee on account of the damage or destruction to which the Reinstatement Work relates, an amount equal to the lesser of the amount of such Property Damage Insurance Proceeds paid to the Insurance Trustee and the amount claimed in such certificate; and

- (ii) upon the issuance of a Certificate of Total Completion in respect of the Reinstatement Work pursuant to the Design and Certification Procedure, if Project Co submits to the Province's Representative pursuant to the Review Procedure:
 - (A) a copy of the Certificate of Total Completion in respect of such Reinstatement Work;
 - (B) an invoice for payment to Project Co of the balance (if any) of any such Property Damage Insurance Proceeds; and
 - (C) standard Ministry evidence (or other evidence satisfactory to the Province) that the provisions of Section 5.10 [Compliance with *Builders Lien Act* and Payments to Contractors] of Schedule 8 and Section 6.12 [Workers' Compensation Coverage] have been complied with in respect of the Reinstatement Work and that there are no outstanding builders' liens or claims therefor in respect of such Reinstatement Work,

the Province shall, subject to any specific requirements of the insurers, within five Business Days after the date on which there has been (or deemed to have been) no objection by the Province under the Review Procedure to the submittal referred to in Sections 6.18(d)(ii)(A) to (C) inclusive, authorize and direct the Insurance Trustee in writing to pay to Project Co the balance (if any) of the Property Damage Insurance Proceeds paid to the Insurance Trustee on account of the damage or destruction to which the Reinstatement Work relates; and

- (e) in the case of any insurance other than that referred to in Sections 6.18(a) and (b), proceeds shall be paid so as to ensure the performance by Project Co of its obligations under this Agreement. Proceeds of delay in start up insurance and business interruption insurance may be used to pay Project Co's debt service and other costs incurred by Project Co covered by such insurance and if so paid shall be deemed to have been paid to ensure the performance by Project Co of its obligations under this Agreement.

6.19 Repayment of Insurance Proceeds

Project Co hereby undertakes that if, following payment to Project Co or to a third party at the request of or on behalf of Project Co as contemplated by Sections 6.18(c) and (d), the Province receives a *prima facie* valid demand from the relevant insurer for all or any part of the Property Damage Insurance Proceeds, Project Co shall, if and to the extent that such demand arises or results (directly or indirectly)

from any Project Co Non-Excusable Event, pay to the insurer the amount demanded within the time period stated in the demand.

6.20 Proceeds of Property Insurance if Agreement Terminated

If this Agreement is terminated, all proceeds of any property insurance that is required as part of the Required Insurance (excluding the insurance required by Section 1.4(b) of Schedule 15 [Insurance Requirements]), to the extent such proceeds have not been used to pay the cost of, or are not owed in respect of, Reinstatement Work in respect of the loss or damage in respect of which such proceeds were payable, shall be paid to and retained by the Province as its sole property, and for such purposes the Province and Project Co shall sign all such documents and do all such things as may be reasonably required for such proceeds to be paid to the Province by insurers and the Insurance Trustee.

6.21 Alternate Risk Financing Measures

From time to time during the Term, the Province may, but will not be obliged to, pursue and implement, subject to and in accordance with the provisions of Part 7 [Province Changes and Project Co Proposals] and Schedule 11 [Changes], alternate risk financing measures for the Project if the Province considers in its discretion that such alternate measures would result in coverage substantially similar to the insurance coverages described in Schedule 15 [Insurance Requirements] being obtained in a more cost efficient manner.

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DEFINITIONS AND INTERPRETATION**

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**PART 1
DEFINITIONS**

1.1 Definitions

In this Agreement, including the Recitals and Schedules hereto, unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

“**AASHTO**” means American Association of State Highway and Transportation Officials.

“**Access Period**” means the period:

- (a) commencing on the date from which such part of the Project Site is made available to Project Co pursuant to Section 1.3 [Commencement of Access to Project Site] of Schedule 8; and
- (b) ending on the date on which Project Co’s access to such part of the Project Site terminates pursuant to Section 1.4 [Termination of Access to Project Site] of Schedule 8.

“**Additional Permitted Borrowing**” means, on any date, the amount by which the principal amount of Senior Debt outstanding under the Senior Lending Agreements exceeds the principal amount of Senior Debt scheduled under the Initial Senior Lending Agreements (as at the Effective Date) to be outstanding at that date, but only to the extent that:

- (a) such excess is less than or equal to the Additional Permitted Borrowing Limit; and
- (b) in respect of any such excess, the Agent is not in breach of its obligations under Section 2.7 [Notification Regarding Additional Permitted Borrowing] of the Lenders’ Remedies Agreement;

and provided further that any such excess amount of principal:

- (c) advanced as financing that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes]; or
- (d) outstanding from time to time as a result of advances of principal under the Senior Lending Agreements that do not increase the principal amount of Senior Debt outstanding under the Senior Lending Agreements to an amount greater than the aggregate of:
 - (i) the Original Senior Commitment; and
 - (ii) any increases in the principal amount of all funding for the Project committed under the Senior Lending Agreements, referred to in Section 5.14(c)(iii);

shall be deemed not to constitute Additional Permitted Borrowing (and, for greater certainty, shall be deemed to constitute Senior Debt).

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“**Additional Permitted Borrowing Limit**” means an amount equal to:

- (a) 10% of the Original Senior Commitment at the Effective Date, for any Additional Permitted Borrowing during the period from the Effective Date to the date on which the principal amount outstanding under the Senior Lending Agreements is reduced to 50% or less of the Original Senior Commitment at the Effective Date;
- (b) at any time after the period referred to in paragraph (a) of this definition, the higher of:
 - (i) 5% of the Original Senior Commitment at the Effective Date; and
 - (ii) the amount of any Additional Permitted Borrowing outstanding on the last day of such period.

“**Adjusted Progress Amount**” has the meaning given in Section 2.1(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**Adverse Claim**” has the meaning given in Section 5.9(a) of Schedule 8 [Lands].

“**Advisory Signing Plan**” means the sub-plan of the Traffic Management Communications Plan described in Section 7.2.3 [Traffic Management Communications Plan] of Part 4 of Schedule 4.

“**Aerodynamic Test Report**” has the meaning given in Section 3.3.25.6(g) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Affiliate**” means, with respect to a person (in this definition, the “**Subject Person**”) any one or more of the following, as applicable:

- (a) any other person or persons that Control the Subject Person, or is or are Controlled by the Subject Person, or is or are Controlled by the same person or persons that Control the Subject Person; and
- (b) in the case of a corporation, any other corporation that is an “affiliate” of the first mentioned corporation within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) in effect as at the Effective Date;

and includes:

- (c) in the case of Project Co, any person that is an “affiliate” of Project Co within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) in effect as at the Effective Date; and
- (d) in the case of a Principal Contractor that is not a corporation, each corporation or person that is a member of the joint venture or partnership that comprises such Principal Contractor, and each person that is an “affiliate” of a member of the joint venture or partnership that comprises such Principal Contractor within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) as at the Effective Date.

“**Agent**” means the agent for the Senior Lenders under the Senior Lending Agreements, or any other bank, trustee or other financial institution appointed by the Senior Lenders to act as their agent in relation

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to the Lenders' Remedies Agreement and the other Senior Lending Agreements, the Senior Debt and any security for the Senior Debt from time to time in accordance with the Senior Lending Agreements and of which notice in writing is given by Project Co to the Province.

“**Agreement**” means this agreement including all recitals and Schedules to this agreement, as amended, supplemented or restated from time to time by agreement in writing signed by the parties.

“**Applicant**” has the meaning given in Section 8.1(a).

“**Approved Purposes**” means:

- (a) for the following Licensed Property:
 - (i) software, hardware and systems developed specifically for the ITS Equipment; and
 - (ii) the Stay Cable Snow and Ice Removal System,

any purpose in connection with all or any transportation projects in British Columbia procured or to be procured by the Province or any other Governmental Authority; and
- (b) for all other Licensed Property, any purpose in connection with this Agreement, the Project, the Project Work, the Project Site, the Project Infrastructure or any part of any of them.

“**Arbitration Dispute Notice**” has the meaning given in Section 5.1 [Referral to Arbitration] of Schedule 16.

“**Arbitrator**” has the meaning given in Section 5.5 [No Conflict for Arbitrator] of Schedule 16.

“**Architect**” means a person having a Certificate of Practice with the Architectural Institute of British Columbia.

“**ASTM**” means the American Society for Testing and Materials.

“**ATMS**” has the meaning given in Section 12.9.2(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Background IP**” means the Intellectual Property specifically identified as Background IP in Appendix C [Background IP and Third Party IP] to this Schedule and that is or will be embedded in or used in connection with the Project Intellectual Property, or necessary or desirable to implement, operate or exploit the Project Intellectual Property, but which was not created or brought into existence for any of the Project Intellectual Property Purposes and provided that, for clarity, the “**Background IP**” does not include any of the Third Party IP.

“**Base Senior Debt Termination Amount**” means, subject to Section 5.14 [Changes Not to Increase Province's Liability], the aggregate, without duplication, of:

- (a) all Senior Debt owing at the Termination Date (including interest and Default Interest accrued as at that date) (exclusive of amounts referred to in paragraph (b) of this

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definition) by Project Co to the Senior Lenders under the Senior Lending Agreements in respect of Permitted Borrowing (excluding any such amounts that are in respect of Additional Permitted Borrowing), together with per diem interest on so much thereof as is due and payable from time to time under the Senior Lending Agreements, at the No Default Interest Rate, calculated from the Termination Date until 60 Business Days after the Termination Date or such earlier date as the Province pays to Project Co the undisputed portion of the Province Default Termination Sum or the Non-Default Termination Sum, whichever is applicable; and

- (b) all amounts (including Hedge Termination Amounts, Make Whole Payments and other breakage costs, but excluding premiums and prepayment charges, fees or penalties under any debt financing or on early redemption of bonds, notes or other evidence of indebtedness (provided that, for greater certainty, such exclusion shall not apply to any such Make Whole Payments)) payable by Project Co to the Senior Lenders as a result of a prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing (excluding any such amounts that are in respect of Additional Permitted Borrowing), or as a result of early termination of Hedging Agreements, caused by early termination of this Agreement, subject to Project Co and the Senior Lenders mitigating all such amounts to the extent reasonably possible;

LESS, to the extent it is a positive amount, the aggregate of (without double-counting in relation to the calculation of the Base Senior Debt Termination Amount or the amounts below):

- (c) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date;
- (d) any amounts recoverable on or after the Termination Date in respect of Contingent Funding Liabilities;
- (e) all amounts, including Hedge Termination Amounts and other breakage costs payable by the Senior Lenders to Project Co as a result of prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing, or as a result of earlier termination of Hedging Agreements, caused by early termination of this Agreement; and
- (f) all other amounts received by the Senior Lenders, the Agent or any security trustee or agent of the Senior Lenders, on or after the Termination Date and before the last date on which any compensation is payable by the Province to Project Co, as a result of enforcing any other rights or security the Senior Lenders may have under the Senior Lending Agreements in respect of Senior Debt (net of the reasonable and proper costs incurred in such enforcement).

The parties acknowledge that the Hedging Agreements in effect on the Termination Date might not be terminated until the date of payment by the Province of the undisputed portion of the Province Default Termination Sum or the Non-Default Termination Sum, whichever is applicable, and agree that any net payments or net receipts under any Hedging Agreements in the period from the Termination Date to and including the date of such payment shall be taken into account as part of and in the calculation of the Hedge Termination Amounts.

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“**BC Hydro Licence**” means the licence of occupation to be entered into by the Province and British Columbia Hydro and Power Authority in respect of a portion of the lands legally described as Parcel Identifier: 009-057-765, Parcel "Q" (Statutory Right Of Way Plan 22159) District Lot 2 Group 2 New Westminster District Except Plan Epp505 And Except Plan Epp26927.

“**BCIB**” means BC Infrastructure Benefits Inc.

“**BCIB-Contractor Agreement**” means the agreement to be entered into between BCIB and Project Co, in the form set out in Appendix A [BCIB-Contractor Agreement] to Schedule 21, as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**BCIB-Subcontractor Agreement**” means each agreement to be entered into between BCIB and a Principal Contractor or Subcontractor in accordance with Section 1.4 [BCIB-Subcontractor Agreements] of Schedule 21, as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**BCICAC**” means the British Columbia International Commercial Arbitration Centre.

“**BC Strong Motion Network**” means the provincial system of sensors located across coastal British Columbia that measure the intensity and acceleration of an earthquake after an event.

“**BCRTC**” means the British Columbia Rapid Transit Company.

“**BCTFA**” has the meaning given in the Recitals.

“**Best Management Practices**” means the environmental best management practices applicable for construction, including but not limited to Good Industry Practice and the Reference Documents.

“**BMIS**” or “**Bridge Management Information System**” means the Ministry’s corporate structure asset management application that is used to maintain inventory and condition data for Structures to support the Ministry programs.

“**BNSF**” means BNSF Railway Company.

“**Bridge**” means a structure providing a means of transit for pedestrians, cyclists and/or vehicles above the land and/or water surface of a valley, arroyo, gorge, river, stream, lake, canal, tidal inlet, gut or strait, above a highway, railway or other obstruction, whether natural or artificial and consisting of the following essential parts:

- (a) the Substructure consisting of its abutments and pier or piers supporting the Superstructure;
- (b) the Superstructure slab, girder, truss, arch or other span or spans supporting the highway loads and transferring to them the Substructure; and
- (c) the highway and its incidental parts functioning to receive and transmit traffic loads.

“**Bridge Architect**” has the meaning given in Section 3.2.5 [Bridge Architect] of Part 2 of Schedule 4.

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“**Bridge Deck**” means the structural element under the deck wearing surface system that transfers loads from the deck surface to the Bridge’s Superstructure or Substructure components.

“**Bridge Demolition**” means:

- (a) the carrying out of all Project Work to complete the demolition of the Existing Pattullo Bridge in accordance with the requirements of Article 14 [Demolition, Removals and Disposal] of Part 2 of Schedule 4 and the Bridge Demolition Plan;
- (b) the fish habitat off-setting in accordance with Section 2.6 [Fish Habitat Off-Setting] of Schedule 6 and the requirements of the Fisheries Authorizations;
- (c) the performance of all project management, quality management, environmental management, communications management and other management services and activities required to be performed or carried out by Project Co for the carrying out of the foregoing;
- (d) the supply by Project Co of all Plant, Construction Plant, other property, workers and materials for the performance or carrying out of the foregoing; and
- (e) all other work, services and activities to be provided by Project Co in respect of the foregoing.

“**Bridge Demolition Plan**” has the meaning given in Section 14.2(c) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Bridge Snow and Ice Removal Components**” has the meaning given in Section 3.4.17.1(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Bridge Structural Engineer**” means a Professional Engineer specializing in Bridge structural design, construction, maintenance and rehabilitation.

“**Business Day**” means a day other than a Saturday, Sunday or Statutory Holiday in British Columbia.

“**CASL**” means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada).*

“**Category III Checking Team Report**” has the meaning given in Section 3.6(a)(v) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**Category III Structures**” means Structures that meet any of the criteria set out in Section 3.2(d) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**Certificate**” means any certificate in the form of one of the certificates set out in Appendix D [Form of Certificates] to Schedule 4.

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“**Certificate of Substantial Completion**” means the Certificate issued by the Independent Certifier in accordance with Article 6 [Construction Certification] of Part 3 of Schedule 4 confirming the achievement of Substantial Completion for the Relevant Components referred to therein.

“**Certificate of Total Completion**” means the Certificate issued by the Independent Certifier in accordance with Article 6 [Construction Certification] of Part 3 of Schedule 4 confirming the achievement of Total Completion.

“**Certified Project Description**” means the schedule titled “Certified Project Description” attached to the Environmental Assessment Certificate.

“**Change Certificate**” has the meaning given in Section 2.7 [Change Certificate] of Schedule 11.

“**Change in Control**” means a Change in Ownership resulting in a change of the person or persons having Control of Project Co.

“**Change in Costs**” means, in respect of any Province Change or Supervening Event, the net amount (calculated in accordance with Sections 2.3 [Preparation of Change Report] and 2.4 [Valuation of Change in Costs] of Schedule 11), which may be positive or negative, of:

- (a) all additional costs (including direct and indirect costs, capital expenditure costs and financing costs) which Project Co reasonably expects to incur as a direct consequence of implementing the Province Change which Project Co would not incur if the Province Change is not implemented, or as a result of such Supervening Event, as the case may be; and
- (b) any cost savings (including direct and indirect costs, capital expenditure costs and financing costs) or other credits which Project Co can realize as a direct consequence of implementing the Province Change, including costs which Project Co would incur if the Province Change is not implemented, or as a result of such Supervening Event, as the case may be.

“**Change in Law**” means the coming into force, after the Financial Submittal Date, of any new Law in Canada (including a new Law relating to Taxes), or any amendment to or repeal of any existing Law in Canada (including an existing Law relating to Taxes) (but excluding in each case any lawful requirements of any Governmental Authority (unless resulting from a Change in Law)) which is binding on Project Co, but excluding any such new Law or amendment or repeal:

- (a) relating to Taxes or any amendment to or repeal of any existing Law relating to Taxes that in either case is of general application in respect of capital or large corporations taxes, the rate of taxation applicable to the general income of a person or a change in the manner of calculation of the general income of a person;
- (b) arising from any change in the interpretation of any Law, other than a judgement of a relevant Court which changes binding precedent in British Columbia;
- (c) arising from or in any way connected to or having substantially the same effect as any Law which, as of the Financial Submittal Date:

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- (i) had been introduced as a Bill in the Legislative Assembly of British Columbia or the Parliament of Canada or in a draft statutory instrument published or issued by a Governmental Authority; or
- (ii) had been published in the Canada Gazette or in a draft bill as part of a Governmental Authority discussion or consultation paper;
- (d) relating to the application for, coming into effect, terms, implementation, repeal, revocation or otherwise of any Permit; or
- (e) consisting of an amendment, replacement or repeal of any of the Reference Documents.

“Change in Ownership” means, with respect to a person, a change in the ownership, whether beneficial or otherwise, of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.

“Change Report” has the meaning given in Section 2.3 [Preparation of Change Report] of Schedule 11.

“Changeable Message Sign” or **“CMS”** means an electronically programmable sign that is used to display traffic information to travellers.

“Checking Team” means the relevant group of engineers assigned to independently undertake a design check in accordance with the Design and Certification Procedure.

“CHRIS” or **“Corporate Highway & Resource Information System”** means the Ministry’s corporate application that is used to maintain inventory and condition data for inventory other than Structures to support the Ministry programs.

“Claim” means any claim, demand, action, cause of action, suit or proceeding.

“Clear Zone” has the meaning as set out in the BC Supplement to TAC.

“Closure” means any partial or total closure, obstruction, blockage or other restriction or interference (howsoever arising) impeding the flow of traffic on or affecting the ability of the public to pass and re-pass over a highway of whatever duration including any partial or total closure, obstruction, blockage, restriction or interference:

- (a) that is instigated by Project Co;
- (b) that is required for any works by a Governmental Authority or for any inspection, investigation or survey (whether carried out by Project Co, the Province or any Governmental Authority or any other person);
- (c) that results from an Incident;
- (d) that is instigated by the Police or other Relevant Authority for health, safety or emergency reasons or that results from Protest Action; or

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- (e) that materially affects the ability to use that highway or such part thereof in a safe manner resulting from the build up of snow or ice or from any other natural event physically affecting the highway,

but excluding a Stoppage, and provided also that any traffic congestion or slowing of the flow of traffic in a lane or lanes within the highway will not by itself be considered to be a Closure (including where the same results from speed restrictions properly imposed from time to time as a direct result of adverse weather conditions or seasonal restrictions for the time being affecting the highway, but excluding where the standard of construction and/or condition of the highway has contributed to the need for such speed restrictions).

“**CN Rail**” means Canadian National Railway Company.

“**CN Rail Master Agreement**” means the Pattullo Bridge Replacement Project Master Agreement dated as of May 1, 2019 between the Province and CN Rail, as amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Collateral Agreement**” means an agreement to be entered into between the Province, BCTFA, each Principal Contractor, Project Co and any other parties contemplated by Schedule 19 [Collateral Agreements] in the form set out in Schedule 19 [Collateral Agreements], each as amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Commissioner**” means the Information and Privacy Commissioner under FOIPPA.

“**Committed Standby Facility**” means any credit facility established by or for the benefit of Project Co for the sole purpose of funding any cost overruns, increased expenses or loss of revenue incurred by Project Co in connection with the Project, provided that funds advanced under any such facility are not used in substitution for other non-standby sources of committed funding designated for those purposes.

“**Communications and Engagement**” means all activities carried out by Project Co in accordance with Schedule 9 [Communications and Engagement] and any other activities of a communications nature set out in this Agreement.

“**Communications and Engagement Obligations**” has the meaning given in Section 2.1 [Communications and Engagement Obligations] of Schedule 9.

“**Communications Director**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Community and Stakeholder Engagement**” means:

- (a) building relationships with and keeping the general public, local residents and businesses, and adjacent property owners informed, gathering input and feedback, and responding to questions and concerns; and
- (b) managing a proactive program for building relationships with and keeping designated Stakeholders informed through on-going two-way communication about the Project to provide local Stakeholders, including emergency responders, Municipalities, TransLink, BCRTC, Coast Mountain Bus Company, local businesses, marine users, the trucking

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industry, cyclists and property owners with regular information about Project benefits, impacts and Construction, Traffic Management, and other matters that may be required in accordance with this Agreement, including Schedule 4 [Design and Construction], Schedule 6 [Environmental Obligations] (including the Table of Conditions) and Schedule 9 [Communications and Engagement], including gathering input and feedback, responding to questions and concerns, planning and organizing formal working groups, and organizing and/or attending other meetings that the Province may deem appropriate.

“Community and Stakeholder Engagement Plan” has the meaning given in Section 2.5(f) of Schedule 9 [Communications and Engagement].

“Community Benefits Agreement” means the community benefits agreement dated July 17, 2018 between the Allied Infrastructure and Related Construction Council of British Columbia and BCIB, as amended, supplemented or replaced from time to time in accordance with this Agreement.

“Community Benefits Requirements” has the meaning given in Section 1.1 [Community Benefits Requirements] of Schedule 21.

“Compensation Event” means any of the following events or circumstances:

- (a) a breach by the Province of Section 2.5(a)(i), Section 2.5(c) or Section 2.1 [Handover of Lands] of Schedule 8;
- (b) the circumstances referred to in Section 2.15(d) as constituting a Compensation Event;
- (c) the existence as at the Financial Submittal Date of any Project Site Agreement, Encumbrance or Utility Agreement, or any amendment to any thereof, affecting any Project Lands or any Infrastructure on any Project Lands, that:
 - (i) in the case of a Project Site Agreement or Encumbrance, is not described in or referred to in either of Appendix A [Project Lands and Temporary Lands] or Appendix B [Certain Project Site Encumbrances] to Schedule 8;
 - (ii) is not registered in the Land Title Office against title to any Project Lands as at the Financial Submittal Date; and
 - (iii) Project Co does not otherwise have knowledge of, could not have discovered through the exercise of reasonable due diligence (provided that any investigation of Crown grants or unregistered leases shall be deemed not to be required for reasonable due diligence to have been exercised for these purposes) and could not reasonably have been anticipated from an analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date, having regard to the opportunity afforded Project Co to conduct such due diligence and analysis before the Financial Submittal Date;
- (d) a claim asserting infringement of indigenous rights or indigenous treaty rights or indigenous title by any indigenous group(s), but not including any Protest Action resulting from or in connection with any such claim (provided that, for certainty, the exclusion of any such Protest Action from this paragraph (d) shall not prejudice any

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otherwise valid claim that Project Co may have as a result of the occurrence of a Compensation Event referred to in paragraph (o) of this definition;

- (e) any defect in the Environmental Assessment Certificate or the Port Project and Environmental Permit other than in connection with changes or amendments to the Environmental Assessment Certificate or the Port Project and Environmental Permit that are the responsibility and risk of Project Co pursuant to Section 1.4 [Environmental Impacts and Changes to Environmental Permits] of Schedule 6;
- (f) the circumstances referred to in Section 4.20(c) as constituting a Compensation Event, except to the extent of noncompliance by Project Co with Section 3.4.1 [Restrictions to Permanent Works] of Part 2 of Schedule 4;
- (g) delay by the Province in authorizing and directing the Insurance Trustee to disburse Property Damage Insurance Proceeds in accordance with Section 6.18(c) or Section 6.18(d), as applicable, after all conditions to such authorization and direction have been satisfied, beyond the relevant time periods provided for in those Sections;
- (h) the circumstances referred to in Section 11.2(c) as constituting a Compensation Event;
- (i) the circumstances referred to in Section 11.3(c) as constituting a Compensation Event;
- (j) the circumstances referred to in Section 11.4(d) as constituting a Compensation Event;
- (k) the circumstances referred to in Section 11.5(c) as constituting a Compensation Event;
- (l) the circumstances referred to in Section 17.2(b)(iv) as constituting a Compensation Event;
- (m) the existence of any Province Subsequent Contamination, except to the extent:
 - (i) any actions required to be taken by Project Co pursuant to Part 3 [Contamination and Hazardous Substances] of Schedule 6 in respect of such Province Subsequent Contamination are required to be taken as a result of or in connection with Project Co or any person for whom Project Co is in law responsible causing, contributing to or exacerbating any such Province Subsequent Contamination; or
 - (ii) any such Province Subsequent Contamination is caused, contributed to or exacerbated by Project Co or any person for whom Project Co is in law responsible;
- (n) the circumstances referred to in Section 2.2(f)(i) of Schedule 2 [Representatives, Review Procedure and Consent Procedure] as constituting a Compensation Event;
- (o) subject to Section 8.9(a), a Protest Action;
- (p) a Discriminatory Change in Law;
- (q) damage to or destruction of the Project Infrastructure or part thereof caused by a Seismic Event, provided that the cost to repair and restore the damage to and destruction of

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Project Infrastructure caused by the Seismic Event exceeds \$5,000,000 for a single Seismic Event, the onus of establishing which shall be on Project Co;

- (r) damage to or destruction of the Project Infrastructure or part thereof caused by a Flood, provided that the cost to repair and restore the damage to and destruction of Project Infrastructure caused by the Flood exceeds \$5,000,000 for a single Flood, the onus of establishing which shall be on Project Co;
- (s) any wilful misconduct, negligent act or negligent omission of any Third Party Contractor on or about the Project Site occurring on or after the Effective Date;
- (t) the existence of a Nonconformity caused solely by a Province Non-Excusable Event;
- (u) it has been determined by a court of competent jurisdiction, without any further rights of appeal, that:
 - (i) a part of the Project Site is not a “highway” as defined by the *Transportation Act* (British Columbia); and
 - (ii) the *Builders Lien Act* (British Columbia) applies to that part of the Project Site; or
- (v) damage to or destruction of the New Fraser River Bridge or part thereof caused by a vessel impact by a vessel greater than that contemplated by the requirements of a Class I bridge pursuant to CAN/CSA-S6-14, the onus of establishing which shall be on Project Co.

“**Compensation Period**” has the meaning given in Section 8.4(c).

“**Competitive Procurement Requirements**” means all applicable requirements of Laws, including all treaties or agreements relating to trade to which the Province is a party from time to time, and of procurement policies or guidelines of the Province in effect from time to time.

“**Complaints Protocol**” has the meaning given in Section 18.2(b).

“**Complete License**” means, in respect of any Licensed Property, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable, transferable and assignable licence or sub-licence (if applicable) for the Province, BCTFA, their employees, agents, contractors, consultants, advisors, sublicensees, successors and assigns to do any one or more of the following for any one or more of the Complete License Purposes:

- (a) exercise, in respect of the Licensed Property, all of the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, make Modifications to, publish, distribute and otherwise use the Licensed Property in any medium or format, whether now known or hereafter devised;
- (b) use, make, have made and otherwise implement, operate or exploit any product or service based on, embodying, incorporating or derived from the Licensed Property; and
- (c) exercise any and all other past, present or future rights in and to the Licensed Property.

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“**Complete License Purposes**” means, for any Licensed Property, any and all use whatsoever in relation to any design, construction, completion, commissioning, testing, operation, maintenance, repair, modification, alteration, adaptation, rehabilitation, improvement, expansion, extension, financing or regulation (including with respect to the contemplation, procurement or undertaking of any such activities by the Province or any third parties) in connection with the applicable Approved Purposes for such Licensed Property, and/or, for all Licensed Property, the carrying out of any statutory, public or other powers, authorities, discretions, duties or functions in respect of any of the foregoing, including the development of transportation standards, policies and procedures.

“**Completion Components**” means the New Project Infrastructure resulting from the carrying out of the Project Work in accordance with Part 2 [Design and Construction Requirements] of Schedule 4 and in accordance with Project Co’s Final Design in respect of the following:

- (a) the exit ramp from southbound New Fraser River Bridge to westbound Highway 17;
- (b) the entrance ramp from westbound Columbia Street to southbound New Fraser River Bridge; and
- (c) multi-use paths.

“**Compulsory Acquisition Laws**” means all Laws authorizing the expropriation or other compulsory acquisition of land or Land Rights, including the *Transportation Act* (British Columbia), the *Transportation Investment Act* (British Columbia) and the *Expropriation Act* (British Columbia).

“**Compulsory Acquisition Order**” means any order or other process of any Court or other relevant body or authority pursuant to a Compulsory Acquisition Law effecting the expropriation or other compulsory acquisition of any land or Land Rights in any Project Lands forming or intended to form part of the Project Site, but does not include an agreement entered into pursuant to Section 3 of the *Expropriation Act* (British Columbia).

“**Conditions of Access**” has the meaning given in Section 1.1 [Conditions of Access] of Schedule 8.

“**Confidential Information**” means all confidential or proprietary information of a party that is (whether before, on or after the Effective Date) supplied, or to which access is granted, to or on behalf of another party pursuant to or relating to this Agreement (including the terms of this Agreement and any documents or information supplied in the course of proceedings under the Dispute Resolution Procedure), either in writing, or in any other form, directly or indirectly pursuant to discussions with another party, and includes all documents, computer records, specifications, formulae, evaluations, methods, processes, technical descriptions, reports, analyses, compilations, studies and other data, records, drawings and information and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information, and expressly includes Disclosed Data, Personal Information and all information, documents and particulars provided to the parties by the Independent Certifier pursuant to Section 2.6(d) and referred to in Section 3.3 [Information and Services], in each case, of the Independent Certifier Contract.

“**Consent Procedure**” means the procedure defined in Section 2.2 [Consent Procedure] of Schedule 2 whereby submissions for consent in respect of certain matters are made by Project Co to the Province’s Representative.

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“**Consequential Losses**” means any damages or losses that would be considered under applicable British Columbia law to constitute consequential damages or losses, whether or not any such loss arises directly or indirectly from the incident giving rise to the claim and whether foreseeable or not, howsoever caused, even if a party knew or should have known of the possibility or likelihood of such damage or such loss.

“**Construction**” means:

- (a) the performance of all construction, alteration, augmenting, upgrading, installation, configuration, integration, completion, testing, commissioning and other services and activities, including site preparation, decommissioning and demolition, required to be performed or carried out by Project Co to construct and complete the Primary Infrastructure Components, the Completion Components and the Bridge Demolition in accordance with the Final Design for the Primary Infrastructure Components, the Completion Components and the Bridge Demolition in order to achieve Total Completion;
- (b) the performance of Operation and Maintenance;
- (c) the performance of all project management, quality management, environmental management, communications management and other management services and activities required to be performed or carried out by Project Co for the carrying out of the foregoing;
- (d) the supply by Project Co of all Plant, Construction Plant, other property, workers and materials for the performance or carrying out of the foregoing; and
- (e) all other work, services and activities to be provided by Project Co in respect of the foregoing,

all as set out and described in and in accordance with this Agreement, including the Design and Construction Requirements and the Design and Certification Procedure.

“**Construction Certificate**” means a Certificate in respect of the Construction as provided by Project Co pursuant to the Design and Certification Procedure.

“**Construction Communications and Engagement Plan**” has the meaning given in Section 2.5(a) of Schedule 9 [Communications and Engagement].

“**Construction Environmental Management Plan**” means the plan of that name referenced in the Table of Conditions – EAC and the Project and Environmental Conditions - PPEP.

“**Construction Management Plan**” has the meaning given in Section 1.5 [Construction Management Plan] of Schedule 3.

“**Construction Manager - Archaeology**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure] and described in Section 2.3 [Construction Manager - Archaeology] of Schedule 6, or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

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“**Construction Notification Plan**” has the meaning given in Section 2.5(b) of Schedule 9 [Communications and Engagement].

“**Construction Plant**” means plant, materials, tools, implements, equipment, machinery, vehicles, temporary buildings and structures, whether owned or leased by Project Co, a Principal Contractor or a Subcontractor, necessary for or used or to be used in the performance of the Project Work, but does not include Plant.

“**Construction Quality Management Plan**” or “**CQMP**” means the plan for the quality management of the Construction prepared by Project Co in accordance with Appendix C [Construction Quality Management Plan] to Schedule 7.

“**Construction Records**” means all stand-alone documents of any kind, including records, plans and drawings, including installation drawings and cable schedules, as applied for construction purposes and as modified during construction, so as to constitute a complete and accurate record of the as-built features of the Project Infrastructure.

“**Construction Specifications**” means the specifications, criteria and requirements for materials and products, procedures and methodology for providing, performing and carrying out the Design and Construction as developed by Project Co in accordance with this Agreement.

“**Contamination**” means the presence of any Hazardous Substance in the environment (including Hazardous Substances that occur naturally in the environment or result from natural processes such as, for example, Hazardous Substances resulting from acid-generating rock), except Hazardous Substances present in the environment in quantities or concentrations below permissible levels as set by applicable Environmental Laws. If Contamination is present in soil, soil vapour, surface water, sediment or ground water, then the soil, soil vapour, surface water, sediment or groundwater, as the case may be, containing the Contamination will also be deemed for the purposes of this Agreement to be Contamination.

“**Contingent Funding Liabilities**” means any contingent liabilities directly or indirectly of the Affiliates of Project Co, in respect of financial obligations owed to Project Co or the Senior Lenders under the Senior Lending Agreements, that are triggered as a result of or in relation to the termination of this Agreement, such as, for example, obligations to fund reserve accounts, and guarantees or letters of credit in respect of deferred equity, subordinated debt or equity bridge loans.

“**Contracting Affiliate**” means any Affiliate of Project Co that performs any Project Work or is a party to any Project Document.

“**Contract Price**” has the meaning given in Section 10.1(a).

“**Contract Year**” means each period of 12 calendar months commencing on January 1 and ending on December 31 during the Term, provided that:

- (a) the first Contract Year shall be the period from the Effective Date to the next following December 31; and
- (b) the last Contract Year shall be the period ending on the Termination Date and beginning on the next preceding January 1.

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“**Control**” of a person means any of the following:

- (a) the power to direct or cause the direction of the management, actions, policies or decisions of that person, whether directly or indirectly through other persons, and whether through the ownership of shares, voting securities, partnership interests, units of ownership, or other ownership interests, or by contract, or otherwise;
- (b) legal or beneficial ownership or control over equity or ownership interests in that person, whether directly or indirectly through other persons:
 - (i) having a subscribed value (taking into account contributions to be made) of one half or more of the subscribed value (taking into account contributions to be made) of all equity or ownership interests in that person; or
 - (ii) carrying one half or more of the voting rights for:
 - (A) the management, actions, policies or decisions of that person; or
 - (B) the election or appointment of directors or managers of that person; or
- (c) if the person is a corporation, “**control**” within the meaning of Section 2(3) of the *Business Corporations Act* (British Columbia) in effect as at the Effective Date,

and “**Controlled**” has the corresponding meaning.

“**Correction**” means one of the following actions to eliminate a detected Nonconformity:

- (a) Rework;
- (b) Repair;
- (c) Reject; and
- (d) Use as Is.

“**Corrective Action**” means an action to eliminate the cause of an existing Nonconformity, defect or other undesirable situation to prevent its recurrence.

“**Cost Item**” means each discrete portion of the Design and Construction components (as applicable) of the Project Work that is identified in Appendix F [Progress Measurement Principles] to Schedule 10.

“**Cost Item Amount**” means the amount of deemed costs, expressed in dollars, attributable to each Cost Item, as set out in Appendix F [Progress Measurement Principles] to Schedule 10.

“**Cost Item Progress Amount**” has the meaning given in Section 2.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Court**” means the Supreme Court of British Columbia and courts of appeal therefrom.

“**CP Rail**” means Canadian Pacific Railway Company.

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“**CP Rail Agreement**” means the Grade Separation Construction Agreement to be entered into between CP Rail and the Province, as amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Crisis Communications Plan**” has the meaning given in Section 2.5(d) of Schedule 9 [Communications and Engagement].

“**CSA**” means the Canadian Standards Association.

“**Data Room**” means the secure website established by the Province in connection with the procurement process for the Project prior to the Effective Date and includes all of its contents, including the materials, documents, information and data contained therein, either directly or by an external link; for record purposes, the content of the said secure website, both as at the Financial Submittal Date and as at the Effective Date, has been preserved and distributed to the parties.

“**Deck**” means the portion of a Bridge that supports the highway, from the top of the major structural members to the Wearing Surface, and designed to distribute loads evenly across the Bridge.

“**Deck Wearing Surface System**” has the meaning given in Section 3.3.12(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**De-icing Chemical**” means material used to remove or assist, by chemical means, the removal of ice and compacted snow from the pavement surface.

“**Default Interest**” means any increased interest that pursuant to the Senior Lending Agreements is payable to the Senior Lenders or that accrued as a result of any payment of Senior Debt due to the Senior Lenders under the Senior Lending Agreements not being made on the date on which it is due.

“**Default Points**” means those points assigned to Project Co in accordance with Section 8.4 [Assignment of Default Points] of Schedule 10.

“**Default Points Balance**” has the meaning given in Section 8.4(e)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**Default Rate**” at any time means simple interest at an annual rate that is per annum over the Prime Rate at that time. If and when the Prime Rate changes, the Default Rate shall automatically change by the same amount at the same time.

“**Delay Liquidated Damages**” means, together, the SC1 Delay Liquidated Damages and the SC3 Delay Liquidated Damages.

“**Demolition Environmental Management Plan**” means the plan of that name referenced in the Table of Conditions – EAC and the Project and Environmental Conditions - PPEP.

“**Design**” means:

- (a) the production of the compendium of drawings, plans, specifications, calculations and other material produced by or on behalf of Project Co to calculate and define the Construction necessary to carry out and complete the Primary Infrastructure Components, the Completion Components and the Bridge Demolition in accordance with the Design

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and Construction Requirements and the other applicable Project Requirements, including the preparation of all reports, design drawings, construction drawings and Construction Records for the Primary Infrastructure Components, the Completion Components and the Bridge Demolition;

- (b) the performance of all project management, quality management, environmental management, communications management and other management services and activities required to be performed or carried out by Project Co for the carrying out of the foregoing;
- (c) the supply by Project Co of all Plant, Construction Plant, other property and workers for the carrying out of the foregoing; and
- (d) all other work, services and activities to be provided by Project Co in respect of the foregoing,

all as set out and described in and in accordance with this Agreement, including the Design and Construction Requirements and the Design and Certification Procedure.

“Design and Certification Procedure” means the procedure defined in Part 3 [Design and Certification Procedure] of Schedule 4 for the review of Design Data in connection with the Project Work.

“Design and Construction Requirements” means all standards, specifications (including the Construction Specifications), procedures, design criteria, design guidelines and other requirements applicable to all design activities included within the Project Work, including the Design, and to all Construction, all as set out in this Agreement as at the Effective Date and as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement.

“Design-Build Contract” means the design and construction agreement entered into on or about the date of execution of this Agreement between Project Co and the Design-Build Contractor, as amended, supplemented or replaced from time to time in accordance with this Agreement.

“Design-Build Contractor” means Fraser Crossing Constructors General Partnership, or any assignee or replacement permitted under this Agreement.

“Design-Build Contractor Director” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“Design Certificate” means a Certificate in respect of the Design as issued by Project Co pursuant to the Design and Certification Procedure.

“Design Data” means all calculations, designs, design or construction information, criteria, standards, specifications, plans, reports, drawings, graphs, sketches, models and other materials, including all eye readable or computer or other machine readable data and including all design submissions required under the Project Requirements, used or to be used for the Project Work, any Province Change, or a Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes].

“Design Earthquake Events” has the meaning given in Section 4.2 [Seismic Inputs] of Part 2 of Schedule 4.

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“**Designer**” means Hatch Ltd., or any assignee or replacement permitted under this Agreement.

“**Design Life**” means the period of time during which the structural component performs its intended function without significant repairs, rehabilitation or replacement.

“**Design Management Plan**” means the Design Management Plan submitted by Project Co in accordance with Section 1.1 [Submission of Design Management Plan] of Part 3 of Schedule 4.

“**Design Management Plan for Hydraulic Analyses**” has the meaning given in Section 3.4.5.3(a)(i) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Design Manager**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Design Quality Management Plan**” or “**DQMP**” means the plan for the quality management of the Design prepared by Project Co in accordance with Appendix B [Design Quality Management Plan] to Schedule 7.

“**Design Team**” means the group of Professional Engineers and others within a Designer’s organization undertaking the design or assessment of the Project Work in connection with the Project Requirements.

“**Detailed Design**” means the detailed design to be developed from the preliminary design shown in the Design and Construction Requirements in respect of each part of the Project Work so as to allow construction of that part in accordance with the Design and Construction Requirements and so as to comply with, fulfill and satisfy the requirements of the Design and Construction Requirements.

“**Detour Route**” means a route which takes traffic off the regular route and, using existing or newly made temporary roadways within the construction work zone, guides traffic around the work zone.

“**DFO**” means the Department of Fisheries and Oceans of the Federal Government.

“**Dike**” has the meaning given in the *Dike Maintenance Act* (British Columbia).

“**Direct Losses**” means Losses other than:

- (a) in the case of Losses suffered or incurred by the Province, Province Irrecoverable Losses; and
- (b) in the case of Losses suffered or incurred by Project Co, Project Co Irrecoverable Losses.

“**Disclosed Data**” means any and all information, data, reports and documents from time to time disclosed, provided or made available by the Province or its representatives or any other person on behalf of the Province to Project Co or its representatives or to any Principal Contractor or Subcontractor or their representatives, or any Proponent Team Member of the Preferred Proponent (as both such terms are defined in the Request for Proposals) in connection with or pertaining to the Project, the Project Work, the Project Site, the Project Infrastructure, the requirements of any Governmental Authority, traffic records and forecasts or any obligations undertaken by Project Co under this Agreement, and whether disclosed, provided or made available before, on or after the Effective Date, and including:

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- (a) any Design Data provided or made available by or on behalf of the Province;
- (b) the Reference Documents;
- (c) any and all plans, drawings, materials, books, records, files, correspondence, studies, tests, test results, test data, certificates, investigations, samples, surveys, reports, statements, documents, facts, information, projections and traffic information (including volume counts, classification counts, origin and destination data, speed and travel time information and vehicle jurisdiction data), including any of the foregoing stored electronically or on computer-related media;
- (d) the Factual Geotechnical Data;
- (e) any and all information relating to Contamination;
- (f) the data, reports and documents referred to in this Agreement including in any Schedule;
- (g) any of the foregoing provided in connection with the Request for Qualifications and/or the Request for Proposals;
- (h) anything contained in the Data Room, either directly or by an external link; and
- (i) the Land Identification AutoCAD Drawings, the Land Identification Sheets, and the information contained thereon.

“Discriminatory Change in Law” means a Change in Law consisting of the bringing into force, amendment or repeal of a Law by the Province which specifically and only applies to:

- (a) the Project and not to other bridge, highway or bridge demolition projects whose design, construction, financing, operation, maintenance or rehabilitation are procured on a basis similar to the Project;
- (b) Project Co and not to any other persons; or
- (c) Project Co and other persons that have contracted with the Province or any other Governmental Authority on similar bridge, highway or bridge demolition projects procured on a basis similar to the Project (which for this purpose shall also be deemed to include concession agreements pursuant to the *Transportation Investment Act* (British Columbia)) and not to any other person.

“Dispute Resolution Procedure” means the procedure set out in Schedule 16 [Dispute Resolution Procedure].

“Distribution” means:

- (a) whether in cash or in kind, any:
 - (i) dividend or other distribution to any shareholder of Project Co in respect of shares in the capital of Project Co;

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- (ii) reduction of shareholder capital of Project Co, redemption or purchase of shares in the capital of Project Co, or any other reorganization or variation to shareholder capital of Project Co;
 - (iii) payments on account of Junior Debt or under Junior Lending Agreements (whether of fees, principal, interest, breakage costs or otherwise and whether or not such payments are included in or excluded from the definition of Junior Debt);
 - (iv) payment, loan, contractual arrangement (including any management agreement or payment in respect thereof) or transfer of assets or rights, in each case to the extent it is made or put in place or entered into by Project Co after the Effective Date and is not in the ordinary course of business or is not on commercially reasonable terms, including to or with any Relevant Person;
 - (v) giving or conferring by Project Co of any other benefit that is not given or conferred in the ordinary course of business or is not given or conferred on commercially reasonable terms; or
 - (vi) other payment to any Relevant Person howsoever arising and whether made pursuant to the terms of an agreement or otherwise or by way of gift or in respect of any class of shares in the capital of Project Co or other securities of or interest in Project Co if, in any such case, such payment would not have been made were it not for any Change in Ownership of Project Co; or
- (b) the early release of any reserves or any Contingent Funding Liabilities;

and where any such Distribution is not in cash, the equivalent cash value of such Distribution will be calculated.

“Domestic Commercial Arbitration Rules” means the BCICAC’s Domestic Commercial Arbitration Rules of Procedure, as revised September 15, 2016 and as amended from time to time.

“Drainage Design Report” has the meaning given in Section 7.2(j) of Part 2 [Design and Construction Requirements] of Schedule 4.

“Drainage Structures” mean the parts of the Infrastructure designed to carry water away from the Road Base, including ditches, culverts, spillways, dyking, flumes, and drains, and further defined as follows:

- (a) on highway features: curb and gutters, catch basins (including Sumps and Grates) and Manholes;
- (b) adjacent highway features: drainage ditches (lined and unlined), spillways and half round flumes; and
- (c) under highway features: all culverts less than 3m in diameter or span, trash racks at inlets on minor culverts, fish passage features and Subsoil systems (pipes or filter layers).

“Draw Request” has the meaning given in Section 9.1(b) of Schedule 10 [Payment and Performance Mechanism].

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“**Durability Plan**” has the meaning given in Section 3.4.6(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Dynamic Message Sign**” or “**DMS**” has the meaning given in Section 14.6 [Dynamic Message Sign System] of Part 2 of Schedule 4.

“**Effective Date**” means the date of this Agreement.

“**EGBC**” means the Association of Professional Engineers and Geoscientists of British Columbia.

“**EGBC Bylaws**” means the bylaws of EGBC made under the *Engineers and Geoscientists Act* (British Columbia).

“**Eligible Consulting Archaeologist**” means a person who is a professional archaeologist recognized by the Archaeology Branch of the British Columbia Ministry of Forests, Lands and Natural Resource Operations as eligible to hold a permit under the *Heritage Conservation Act* (British Columbia).

“**Emergency**” means the existence or occurrence of any of the following:

- (a) a serious threat or risk to:
 - (i) the health or safety of members of the public;
 - (ii) the environment; or
 - (iii) the safety or integrity of the Project Infrastructure or any property adjacent to or in the vicinity of the Project Site;
- (b) any event or circumstance that prevents or unjustifiably restricts the use of the Project Infrastructure as a public highway; and
- (c) any event or circumstance in respect of the Project Infrastructure or the Project Site that prevents the Province, BCTFA or any other Relevant Authority from carrying out any function or duty that it is required by Laws to carry out in respect of the Project Infrastructure or the Project Site.

“**Emergency Response Plan**” means the sub-plan of the Traffic Management Plan described in Section 7.2.2 [Emergency Response Plan] of Part 4 of Schedule 4.

“**Employee Termination Payments**” means termination payments that are required under applicable Laws or lawful contracts of employment to be made to employees of Project Co and are reasonably and properly incurred by Project Co arising as a direct result of termination of this Agreement (provided that Project Co takes all reasonable steps to mitigate such termination payments) and provided that in calculating such amount no account will be taken of any liabilities and obligations of Project Co arising out of:

- (a) contracts of employment or other agreements entered into by Project Co to the extent that such contracts of employment or agreements were not entered into exclusively in connection with the Project; or

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- (b) contracts of employment or other agreements entered into by Project Co to the extent that such contracts of employment or agreements were not entered into in the ordinary course of business and on reasonable commercial arm's length terms,

or, in the case of Employees as defined in and provided under the BCIB-Contractor Agreement, such termination payments as are payable to such Employees in accordance with the BCIB-Contractor Agreement.

"Encumbrance" means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, covenant, restrictive covenant, easement, right of way, encroachment, condition, right of entry, lease, licence, permit to use or occupy land, crossing agreement (excluding railway crossing agreements), assignment, option, right to acquire, right of first refusal or pre-emption, trust, title defect, claim or encumbrance of any nature whatsoever, whether registered or registrable, and whether or not created by statute.

"Engagement Event" has the meaning given in Section 2.1(i)(ii) of Schedule 9 [Communications and Engagement].

"Enquiry-Response" means the process by which Project Co will receive and respond to general public and Stakeholder enquiries, suggestions and complaints with respect to the Project, and Project Co's electronic tracking system of all such enquiries, in accordance with Schedule 9 [Communications and Engagement].

"Enquiry Response Plan" has the meaning given in Section 2.5(c) of Schedule 9 [Communications and Engagement].

"Environmental Assessment Application" means the application, including submissions, to obtain the Environmental Assessment Certificate and the Port Project and Environmental Permit.

"Environmental Assessment Certificate" means environmental assessment certificate #T19-01 issued pursuant to the *Environmental Assessment Act* (British Columbia) on April 29, 2019 and attached as Part 1 [Environmental Assessment Certificate] of Appendix A to Schedule 6, as amended, supplemented or replaced from time to time after the Effective Date.

"Environmental Authority" means a Governmental Authority exercising its authority under Environmental Laws.

"Environmental Director" means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

"Environmental Laws" means:

- (a) all requirements and provisions under or prescribed by any and all applicable Laws;
- (b) all applicable rules, regulations, orders-in-council, codes, protocols, guidelines, policies, procedures, concessions, grants, franchises, licences, permits, approvals, plans, authorizations, agreements and any other governmental requirements, in each case promulgated under or pursuant to any Laws; and

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- (c) all applicable judicial, administrative or regulatory judgments, orders, decisions, certificates and exemptions, including those rendered by any Governmental Authority;

all as may be amended from time to time, relating to environmental assessment, the protection of the natural environment, the protection of plant, animal and human health, and the protection of land, water and air resources, including those relating to occupational health, management of waste, safety and transportation of dangerous goods, and the safety requirements and procedures that would, in the ordinary and usual course of the construction, operation, management, repair, maintenance and rehabilitation of similar facilities in British Columbia by any person, be recognized, followed and implemented by such person, and includes the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Canada Water Act* (Canada), and the *Environmental Management Act* (British Columbia).

“**Environmental Management Plans**” means all plans by Project Co in accordance with the requirements of the Environmental Assessment Certificate, the Port Project and Environmental Permit, the Table of Conditions – EAC and the Project and Environmental Conditions – PPEP and Schedule 6 [Environmental Requirements].

“**Environmental Manager**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Environmental Quality Management Plan**” or “**EQMP**” means the plan for the quality management of Project Co’s Environmental Obligations prepared by Project Co in accordance with Appendix F [Environmental Quality Management Plan] to Schedule 7.

“**Escrow Agreement**” means the documents escrow agreement dated as of November 28, 2019 among the Province, Fraser Crossing Partners, Acciona Infrastructure Canada Inc. and Aecon Constructors, a division of Aecon Construction Group Inc. and Miller Thomson LLP and the agreement to be bound thereto dated on or about the Effective Date among the Province, Project Co and Miller Thomson LLP, as further amended, supplemented or replaced from time to time.

“**Excluded Event**” means a Traffic Disruption Event that is:

- (a) directly attributable to a Province Non-Excusable Event;
- (b) directly attributable to a Police Incident not caused or permitted to occur by Project Co;
- (c) directly attributable to a Non-Police Incident of less than 30 minutes’ duration not caused or permitted to occur by Project Co;
- (d) directed by a Governmental Authority having jurisdiction, in response to some event or circumstance not caused or permitted to occur by Project Co;
- (e) directed by the Province, in response to some event or circumstance not caused or permitted to occur by Project Co;
- (f) directly attributable to a Compensation Event;

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- (g) required solely to permit the conduct of work by or on behalf of a Utility Supplier, other than Utility Work;
- (h) directly attributable to, and resulting unavoidably from, a Latent Defect;
- (i) directly attributable to any Special Event specified by the Province and of the duration required by the Province; or
- (j) directly attributable to a Flood, but only during the period while the Project Site or portion thereof is submerged as a result of such Flood.

“Exempt Junior Lending Matter” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.15 [Restricted Persons Prohibited]:

- (a) the exercise under the Junior Lending Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters (including conditions to advances) under the Junior Lending Agreements;
- (b) any amendment, variation or supplement of any agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];
- (c) any amendment, assignment and assumption, or novation of any Junior Lending Agreement that is made solely to reflect a change in a party (other than Project Co) thereto resulting from a Change in Ownership that is permitted in accordance with Sections 16.6 [Change in Control of Project Co], 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases], and not effecting any other change in the terms of such agreement; or
- (d) the expiry or termination of any Junior Lending Agreement expressly contemplated and provided for therein.

“Exempt Principal Contractor Matter” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 16.12 [Restricted Persons Prohibited]:

- (a) the exercise under the Principal Contracts of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Principal Contracts;
- (b) any amendment, variation or supplement of any Principal Contract or other agreement referenced in Sections 16.10(a) to (g) inclusive that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes]; or
- (c) the expiry or termination of any Principal Contract expressly contemplated and provided for therein.

“Exempt Senior Lending Matter” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.15 [Restricted Persons Prohibited]:

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- (a) a change in taxation or change in accounting treatment pursuant to changes in Laws or GAAP;
- (b) the exercise under the Senior Lending Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Senior Lending Agreements and are in respect of:
 - (i) breach of representations, warranties, covenants or undertakings;
 - (ii) movement of monies in accordance with the terms of the Initial Senior Lending Agreements between accounts referred to in and required to be established under the Initial Senior Lending Agreements;
 - (iii) late or non-provision of information, consents or licenses;
 - (iv) amendments to the Principal Contracts in accordance with Section 16.10 [Restrictions on Changes to Principal Contracts], or amendments to Subcontracts;
 - (v) approval of revised technical and economic assumptions for financial model runs (to the extent required for forecasts under the Senior Lending Agreements);
 - (vi) restrictions imposed by the Senior Lenders on the dates at which the financing provided by the Senior Lenders under the Senior Lending Agreements can be advanced to Project Co under the Senior Lending Agreements, that are imposed as a result of any failure by Project Co to ensure that the Project Work is performed in accordance with the Project Schedule;
 - (vii) changes to milestones for drawdown under the Senior Credit Facilities set out in the Senior Lending Agreements that are made as a result of any failure by Project Co to ensure that the Project Work is performed in accordance with the Project Schedule;
 - (viii) failure by Project Co to obtain any consents from Governmental Authorities required by the Senior Lending Agreements;
 - (ix) voting by the Senior Lenders and the voting arrangements among the Senior Lenders in respect of the levels of approval required by them under the Senior Lending Agreements; or
 - (x) application by Project Co for, and the making of, advances to Project Co under the Senior Credit Facilities in accordance with the Initial Senior Lending Agreements, provided that, if any such advance is made under any Committed Standby Facility, such advance must be made solely for the purpose of funding any cost overruns, increased expenses or loss of revenue which Project Co incurs, and provided that such funds must not be used in substitution for other sources of committed funding designated for those purposes;
- (c) any amendment, variation or supplement of any Senior Lending Agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];

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- (d) any sale of Junior Debt or shares in the capital of Project Co by shareholders of Project Co or, in the case of Junior Debt, Affiliates of shareholders of Project Co or securitization of the existing rights and/or interests attaching to Junior Debt or shares in the capital of Project Co;
- (e) any Qualifying Bank Transaction;
- (f) any disposition by a Senior Lender of its rights, interests or participation under the Senior Lending Agreements where such disposition is a trade of bonds issued as provided for under a book-based system of a depository or pursuant to any note indenture or trust indenture that comprises a portion of the financing under the Senior Lending Agreements;
- (g) any amendment, assignment and assumption, or novation of any Senior Lending Agreement that is made solely to reflect a change in a party (other than Project Co) thereto resulting from a Change in Ownership that is permitted in accordance with Sections 16.6 [Change in Control of Project Co], 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases], and not effecting any other change in the terms of such agreement; or
- (h) the expiry or termination of any Senior Lending Agreement expressly contemplated and provided for therein.

“Exempt Shareholder Matter” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.15 [Restricted Persons Prohibited]:

- (a) the exercise under the Shareholder Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Shareholder Agreements;
- (b) any amendment, variation or supplement of any agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];
- (c) any amendment, assignment and assumption, or novation of any Shareholder Agreement that is made solely to reflect a change in a party (other than Project Co) thereto resulting from a Change in Ownership that is permitted in accordance with Sections 16.6 [Change in Control of Project Co], 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases], and not effecting any other change in the terms of such agreement; or
- (d) the expiry or termination of any Shareholder Agreement expressly contemplated and provided for therein.

“Exempt Transaction” means:

- (a) in the case of a Senior Lending Agreement, an Exempt Senior Lender Matter;
- (b) in the case of a Junior Lending Agreement, an Exempt Junior Lending Matter; and

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(c) in the case of a Shareholder Agreement, an Exempt Shareholder Matter.

“Existing Pattullo Bridge” means the Pattullo Bridge located between Surrey and New Westminster, abutment to abutment, including all related infrastructure and Bridge components, as existing as at the Effective Date and as thereafter altered, upgraded, augmented or demolished from time to time.

“Existing Contamination” means any Contamination that is situated in, on, under or over, or affects:

- (a) any parcel of Project Lands; or
- (b) any Infrastructure or other improvements on or to any parcel of Project Lands,

on the day immediately preceding the Handover Date for such parcel.

“Expert Panel” has the meaning given in Section 4.2 [Expert Panel] of Schedule 16.

“Expert Panel Dispute Notice” has the meaning given in Section 4.1 [Referral to Expert Panel] of Schedule 16.

“Expert Panel Member Agreement” has the meaning given in Section 4.2(d) of Schedule 16 [Dispute Resolution Procedure].

“Expert Referee” has the meaning given in Section 3.1 [Referral to Expert Referee] of Schedule 16.

“Expert Referee Dispute Notice” has the meaning given in Section 3.1 [Referral to Expert Referee] of Schedule 16.

“Expert Referee Agreement” has the meaning given in Section 3.2 [Expert Referee Agreement] of Schedule 16.

“Extensible Reinforcement” means reinforcement elements that are within the soil for mechanically stabilized earth walls and are subject to long term creep, including geogrids.

“External Quality Audit” means either or both:

- (a) a second party Quality Audit conducted by parties having an interest in the relevant organization, such as customers; and
- (b) a third party Quality Audit conducted by an external independent organization such as a certification or registration body.

“Factual Geotechnical Data” means the data identified as “Factual Geotechnical Data” in Appendix B [Factual Geotechnical Data] to this Schedule.

“Federal Government” means Her Majesty the Queen in right of Canada.

“Final Design” means the designs for all disciplines consisting of the relevant TAF(s) together with all final Design drawings, Design Certificates, supporting Design Data and calculations.

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“**Financial Model**” means the computer spreadsheet model and software for the Project incorporating statements of Project Co’s cash flows including all expenditures and revenues (including on a gross basis), financing and taxation of the Project Work together with the profit and loss accounts and balance sheets for Project Co throughout the Term, accompanied by details of all assumptions, calculations and methodology used in their compilation and any other documentation necessary or desirable to operate the model, as delivered to the Province in accordance with Schedule 24 [Closing Deliveries]. If there are updates to the Financial Model from time to time after the Effective Date in accordance with Section 2.18 [Financial Model], references to the “Financial Model” shall mean the Financial Model as so updated, unless a contrary intention is indicated.

“**Financial Submittal Date**” means November 28, 2019.

“**Financing Letter of Credit**” has the meaning given in Section 2.21(a).

“**Financing Letter of Credit Required Amount**” has the meaning given in Section 2.21(a).

“**Fiscal Quarter**” means each quarter of each Fiscal Year ending on June 30, September 30, December 31 and March 31.

“**Fiscal Year**” means each period during the Term commencing April 1 and ending March 31.

“**Fish and Fish Habitat Monitoring and Mitigation Plan**” means the plan of that name referenced in the Table of Conditions – EAC and the Project and Environmental Conditions - PPEP.

“**Fisheries Authorizations**” means all authorizations required to be obtained (whether in the name of Project Co or the Province) under any provisions of the *Fisheries Act* (Canada) in respect of the Project and the Project Work.

“**Fish Habitat Off-Setting**” has the meaning given in Section 2.6(a) of Schedule 6 [Environmental Obligations].

“**Fish Habitat Off-Setting Warranty Holdback**” has the meaning given in Section 3.3(a) of Schedule 5 [Project Work Defects and Warranties].

“**Fish Habitat Off-Setting Warranty Period**” means the period from the SC3 Substantial Completion Date to and including the second anniversary of the SC3 Substantial Completion Date or, if earlier, the second anniversary of the Termination Date, provided that the Fish Habitat Off-Setting Warranty Period shall be extended for one additional year for all work required of Project Co to correct any Project Work Defect in respect of the Fish Habitat Off-Setting completed in the last year of the applicable Fish Habitat Off-Setting Warranty Period pursuant to Section 2.1A [Fish Habitat Off-Setting Warranty] of Schedule 5, such that the Fish Habitat Off-Setting Warranty Period for any such item of remedial work shall extend for an additional year after such Project Work Defect is corrected.

“**Flood**” means waves, tides, tidal waves, and the rising of, breaking out or the overflow of any body of water, whether natural or man made, whether or not caused by or attributable to an earthquake.

“**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia).

“**Footing**” means the portion of the Substructure resting on the ground.

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“**Force Majeure Event**” means any of the following events or circumstances:

- (a) war, hostilities (whether declared or undeclared), invasion, revolution, armed conflict, act of foreign enemy or terrorism;
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (c) nuclear explosion, combustion of nuclear fuel or ionizing radiation;
- (d) riot or civil commotion (other than riot or civil commotion constituting a Protest Action); and
- (e) governmental expropriation or confiscation of property by the Federal Government, to the extent that such expropriation or confiscation does not result in a breach by the Province of Section 2.5(a)(i) or Section 2.5(c).

“**Foundation**” means the structure required to transfer load from a pier or abutment into the supporting soils, including pile caps, pile footings, caissons and drilled shafts.

“**Full Closure**” means a Closure affecting all of the lanes in one or both travelling directions within the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street.

“**Future Six Lane Configuration**” has the meaning given in Section 1.4(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Future Six Lane Configuration Report**” has the meaning given in Section 1.4(b) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**GAAP**” means, with respect to any entity at any time, generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, or any successor institute, as applicable to that entity at that time in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada.

“**General Project Work Defect Warranty Period**” means the period from the SC1 Substantial Completion Date to and including the second anniversary of the SC2 Substantial Completion Date or, if earlier, the second anniversary of the Termination Date, provided that the General Project Work Defect Warranty Period shall be extended for one additional year for all work required of Project Co to correct any Project Work Defect (other than a Project Work Defect in respect of the Fish Habitat Off-Setting) completed in the last year of the applicable General Project Work Defect Warranty Period pursuant to Section 2.1 [Project Work Defect Warranty] of Schedule 5, such that the General Project Work Defect Warranty Period for any such item of remedial work shall extend for an additional year after such Project Work Defect is corrected.

“**Geotechnical Engineer**” means a Professional Engineer specializing in geotechnical matters.

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a person, skilled and experienced in any of the design or construction of bridges and roads similar in type to the Project Facilities (or, as the case may be, in activities similar in type to those required to perform the Bridge Demolition), seeking in good faith to

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comply with all applicable Laws and the same contractual obligations as the contractual obligations of Project Co under this Agreement and under the same or similar circumstances and conditions.

“**Governmental Authority**” means:

- (a) the Province;
- (b) the Federal Government; and
- (c) any other:
 - (i) federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, Court, government organization, commission, board or tribunal;
 - (ii) regulatory, administrative or other agency; or
 - (iii) political or other subdivision, department or branch of any of the foregoing;

having jurisdiction in any way over or in respect of any aspect of the performance of this Agreement or the Project Work, or the Project Site or the Project Infrastructure.

“**GST**” means the goods and services tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor or replacement tax therefor.

“**Guardrail**” means a barrier fastened to the edge of a Bridge Deck to prevent vehicles from running over the side of the Bridge.

“**Handover Date**” means, in respect of a parcel of Project Lands, the date such parcel is made available to Project Co as provided in Section 1.3 [Commencement of Access to Project Site] of Schedule 8.

“**Hazardous Substance**” means any hazardous waste, hazardous product, hazardous substance, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, hazardous waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or Release into or presence in the environment is prohibited, controlled or regulated under Environmental Laws including:

- (a) oil, flammable substances, explosives, radioactive materials, hazardous wastes or “substances, toxic wastes or toxic substances or any other contaminants or pollutants;
- (b) any such substance which may or could pose a hazard to any real property, or to persons on or about any real property, or causes any real property to be in violation of any Environmental Laws, including any mixing or combination of any such substance with any other such substance that would cause a breach of any applicable Environmental Laws;
- (c) asbestos in any form which is or could become friable, radon gas, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of limits prescribed by any Environmental Laws; and

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- (d) any such substance defined as or included in the definitions of “dangerous goods”, “deleterious substance”, “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous waste”, “toxic substances”, “special waste”, “waste” or words of similar import under any applicable Environmental Laws, including the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Canada Water Act* (Canada) and the *Environmental Management Act* (British Columbia), including the Hazardous Waste Regulation promulgated thereunder.

“**Health and Safety Laws**” means all Laws relating to occupational health and safety, including the WCA and the OHS Regulation.

“**Health and Safety Program**” has the meaning given in Section 4.13 [Health and Safety Program].

“**Hedge Termination Amounts**” means the net amount (if any) payable under the Hedging Agreements on termination of the hedging transaction(s) entered into under the Hedging Agreements.

“**Hedging Agreements**” means the Initial Hedging Agreements and any other interest rate hedging or consumer price index hedging agreements referred to in paragraph (b) of the definition of Lending Agreements in this Section 1.1 entered into after the Effective Date in accordance with this Agreement, as supplemented and amended in accordance with this Agreement.

“**Highway 17 Distributor Road**” has the meaning given in Section 1.5.3.3(b) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Highway 17 Mainline**” has the meaning given in Section 3.1(a) of Part 4 [Traffic Management] of Schedule 4.

“**Holding Company**” means, with respect to a corporation, another corporation of which the first mentioned corporation is a “subsidiary” within the meaning of “subsidiary” as defined in the *Business Corporations Act* (British Columbia) as at the Effective Date.

“**Hydraulics Design Report**” has the meaning given in Section 3.4.5.4(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**ICR Features**” has the meaning given in Section 3.2.6.1(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Identified Indigenous Groups**” means Cowichan Tribes, Halalt First Nation, Katzie First Nation, Kwantlen First Nation, Kwikwetlem First Nation, Lake Cowichan First Nation, Lyackson First Nation, Musqueam Nation, Penelakut Tribe, Semiahmoo First Nation, Squamish Nation, Stz’uminus First Nation, Tsawwassen First Nation and Tsleil-Waututh Nation.

“**Incident**” means any motor vehicle collision, motor vehicle breakdown or parking, flooding, Release of a Hazardous Substance, Debris, Emergency or other unplanned event or circumstance of any nature whatsoever occurring on, over, across or in relation to the Project Infrastructure that results in the potential occurrence or the occurrence of a Closure.

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“**Independent Certifier**” means the independent firm of Professional Engineers selected by the Province and Project Co pursuant to Article 3 [Independent Certifier] of Part 1 of Schedule 4, and any replacement appointed pursuant thereto.

“**Independent Certifier Contract**” means the agreement to be entered into by the Province, Project Co and the Independent Certifier pursuant to Section 3.2 [Independent Certifier Contract] of Part 1 of Schedule 4, as amended, supplemented or replaced from time to time.

“**Independent Engineer**” means the entity appointed by the Province from time to time.

“**Independent Quality Audit**” has the meaning given in Section 4.7(a) of Schedule 7 [Quality Management].

“**Independent Quality Auditor**” has the meaning given in Section 4.7(b) of Schedule 7 [Quality Management].

“**Indigenous Contracting and Employment Coordinator**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Indigenous Participation Plan**” has the meaning given in Section 1.2 [Indigenous Participation Plan] of Schedule 22.

“**Indigenous Requirements**” has the meaning given in Section 1.1 [General Requirements] of Schedule 22.

“**Infrastructure**” means all road and highway infrastructure including Structures, roadways, hard shoulders, slip roads, side roads, access roads, pavement, bridges, tunnels and other highway structures, whether over or under the travelled surface, together with all related supporting infrastructure, buildings, improvements and amenities, including all intelligent traffic systems, fences and barriers, curbs, culverts, drainage systems including outfalls and balancing ponds, grassed areas, hedges and trees, planted areas, footways, road markings, road traffic signs, road traffic signals, road lighting, communications installations, weigh stations, washrooms and rest areas, picnic sites, pullouts, embankments, retaining walls and cuttings.

“**Initial Hedging Agreements**” means the interest rate hedging and consumer price index hedging agreements relating to Senior Debt forming part of the Initial Senior Lending Agreements and described in items 2 to 5 in Part 1 [Initial Senior Lending Agreements] of Schedule 25.

“**Initial Junior Lending Agreements**” means the agreements and instruments described in Part 2 [Initial Junior Lending Agreements] of Schedule 25.

“**Initial Lending Agreements**” means the Initial Senior Lending Agreements (including the Initial Hedging Agreements) and the Initial Junior Lending Agreements.

“**Initial Senior Credit Facilities**” means the senior construction facility provided for in the Initial Senior Lending Agreements.

“**Initial Senior Lending Agreements**” means the agreements and instruments described in Part 1 [Initial Senior Lending Agreements] of Schedule 25.

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“**Initial Shareholder Agreements**” means the agreements described in Part 3 [Initial Shareholder Agreements] of Schedule 25.

“**Initiating Party**” has the meaning given in Section 4.1 [Referral to Arbitration] of Schedule 16.

“**Inspection and Test Plan**” or “**I TP**” means a detailed spreadsheet of all major on and off Project Site inspection and test activities for Project Work performed by Project Co and that of its Principal Contractors and Subcontractors.

“**Insurance Trust Agreement**” means the agreement to be entered into between the Province, the Agent, the Insurance Trustee and Project Co in the form set out in Schedule 18 [Insurance Trust Agreement], as amended, supplemented or replaced from time to time.

“**Insurance Trustee**” means the trustee to be appointed under the Insurance Trust Agreement.

“**Intellectual Property**” means all forms of intellectual property whatsoever including all access codes, algorithms, application programming interfaces (APIs), apparatus, circuit designs and assemblies, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, equipment designs, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), IP cores, know-how, materials, marks (including trade marks, trade names, brand names, product names, logos and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

“**Intellectual Property Rights**” means all past, present and future rights, including of the following types, which may exist or be created under the laws of any jurisdiction in the world in respect of any Intellectual Property:

- (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, industrial design, integrated circuit topography and mask work rights;
- (b) trade mark and trade name rights and similar rights;
- (c) trade secret rights;
- (d) patent and industrial property rights;
- (e) other proprietary rights in Intellectual Property of every kind and nature; and
- (f) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in paragraphs (a) through (e) above.

“**Interested Parties**” means those persons who may be affected by the carrying out of the Project Work or who are duly authorized by Laws to review or otherwise take an interest in the Project Work, including the Relevant Authorities.

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“**Interim Design**” means an interim design for a component of the Project Work produced by Project Co in accordance with Article 2 [Design Submissions, Review and Reports] of Part 3 of Schedule 4.

“**Internal Quality Audit**” means a first party Quality Audit of an organization’s own processes conducted by or on behalf of the organization.

“**Irrecoverable Losses**” means:

- (a) in the case of Losses suffered or incurred by the Province, Province Irrecoverable Losses; and
- (b) in the case of Losses suffered or incurred by Project Co, Project Co Irrecoverable Losses.

“**Irrevocability Agreement**” means the irrevocability agreement entered into as of November 28, 2019 among the Province, Fraser Crossing Partners, Acciona Infrastructure Canada Inc. and Aecon Constructors, a division of Aecon Construction Group Inc., as amended, supplemented or replaced from time to time.

“**ISO 9000:2015 Standard**” means the ISO 9000:2015 International Standard, Quality Management Systems – Fundamentals and Vocabulary, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“**ISO 9001:2015 Standard**” means the ISO 9001:2015 International Standard, Quality Management Systems - Requirements, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“**ISO 9001 Lead Auditor Course**” means a accredited ISO 9001 course for lead auditors that meets the training portion of the requirements for current certification of individual quality system auditors with the International Register of Certified Auditors.

“**ISO 9004:2009 Standard**” means the ISO 9004:2009 International Standard, Managing for the sustained success of an organization — A quality management approach, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“**ISO 14001:2015 Standard**” means the ISO 14001:2015 International Standard – Environmental Management Systems – Requirements with Guidance for Use, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“**ISO 19011:2018 Standard**” means the ISO 19011:2018 International Standard, Guidelines for Quality and/or Environmental Management Systems Auditing, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“**TTS Equipment**” has the meaning given in Section 12.2 [ITS Equipment] of Part 2 of Schedule 4.

“**TTS Implementation Plan**” has the meaning given in Section 12.3 [ITS Equipment] of Part 2 of Schedule 4.

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“**Junior Credit Facilities**” means any credit facility provided to Project Co by an Affiliate of Project Co.

“**Junior Debt**” means any or all of the debt of Project Co to the extent that it is properly incurred by Project Co under the Junior Credit Facilities pursuant to and in accordance with the Junior Lending Agreements, provided however that “**Junior Debt**” will exclude:

- (a) all amounts not actually paid to Project Co by cash advance;
- (b) all fees, including commitment fees, standby fees or other fees, paid or to be paid by Project Co; and
- (c) capitalized interest, and interest on overdue interest.

“**Junior Lenders**” means all or any of the persons who provide credit facilities in respect of the Project or the Project Work under the Junior Credit Facilities.

“**Junior Lending Agreements**” means the Initial Junior Lending Agreements and any other agreement for the provision of a Junior Credit Facility, each as supplemented, amended or replaced from time to time in accordance with this Agreement.

“**Key Individuals**” means the individuals specified by Project Co in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], as changed from time to time in accordance with Sections 3.3(b) and (c) of Schedule 2 [Representatives, Review Procedure and Consent Procedure].

“**Labour Dispute**” means any lawful or unlawful strike (including a general strike in British Columbia), lockout, go-slow or other labour dispute occurring after the Effective Date affecting generally the whole or a significant section of the highway construction industry in British Columbia and/or the highway operation and maintenance industry in British Columbia.

“**Land Identification AutoCAD Drawings**” means the AutoCAD drawing entitled PBR-LID0000–January-2020.dwg contained on the USB attached as Appendix D [Land Identification AutoCAD Drawings] to Schedule 8.

“**Land Identification Sheets**” means the PDF version of the Land Identification AutoCAD Drawings.

“**Land Rights**” means an estate or interest in or right over or relating to any land (including an air space parcel, foreshore and land covered by water) whether legal, equitable, contractual, irrevocable, revocable, permanent, temporary or otherwise including a fee simple interest, subsurface rights, a leasehold estate, a statutory right of way, an easement, a license, rights under a crossing agreement, including a railway crossing agreement, or a permit.

“**Lane Closure**” means any Closure affecting a lane or lanes within the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street, but excludes a Full Closure.

“**Lane Shift**” means a transfer of traffic along lane(s) of the same route and which, using existing roadway lanes or surfaces, guides traffic around the work zone.

“**Latent Defect**” means any defect in any Original Project Infrastructure (provided that at the time of the discovery of such defect the Original Project Infrastructure containing such defect has not been disturbed by the carrying out of the Project Work by Project Co (other than only to the extent such disturbing is

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necessary to discover the existence, nature and extent of such defect), the onus of establishing which shall be on Project Co) existing as at the Effective Date which Project Co is not aware of as at the Effective Date, and which could not reasonably have been discovered, ascertained or anticipated as at the Effective Date by a competent person acting in accordance with Good Industry Practice during a visual examination of the Original Project Infrastructure on or before the Financial Submittal Date (including the Disclosed Data as it exists as at the Financial Submittal Date) having regard to the opportunity afforded Project Co to conduct such inspection, examination and analysis before the Financial Submittal Date.

“**Latent Project Work Defect**” has the meaning given in Section 2.2(b) of Schedule 5 [Project Work Defects and Warranties].

“**Laws**” means all laws (including the common law), statutes, regulations, treaties, judgments and decrees and all official directives, bylaws, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having the force of law from time to time affecting, applicable to or otherwise relating to the Project, the Project Work, the Project Site, the Project Infrastructure, Project Co, the Province or BCTFA, as the case may be, including, for greater certainty, those related to the issuance of Permits and any applicable building codes.

“**Legal Expenses**” means all reasonable legal fees, court costs, expert witness fees and other disbursements actually incurred by Project Co in connection with a Successful Defence that Project Co is unable to recover from the plaintiff(s) in a Nuisance Claim, having made all reasonable efforts to prosecute a claim (including collection and enforcement proceedings) for costs against the plaintiff.

“**Lenders’ Remedies Agreement**” means the agreement to be entered into between the Province, BCTFA, the Agent on behalf of the Senior Lenders, and Project Co, in the form set out in Schedule 14 [Lenders’ Remedies Agreement], as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**Lending Agreements**” means all or any agreements and instruments entered into or to be entered into by Project Co or any of its Affiliates relating to the debt financing of the Project or the Project Work, including:

- (a) the Initial Lending Agreements including any amendments and supplements thereto or any replacements thereof, and any agreements or instruments (including any agreement or instruments creating or evidencing security interests in respect of the obligations owed or owing in respect of Senior Debt or Junior Debt from time to time) entered into by Project Co or any of its Affiliates to raise additional or substitute financing or credit facilities of any form or relating to the rescheduling of its indebtedness or the re-financing of the Project or the Project Work; and
- (b) any and all agreements or instruments entered into by Project Co or any of its Affiliates for the purpose of facilitating the hedging of any exposure to fluctuations of interest rates on Senior Debt or fluctuations in the consumer price index, including the Initial Hedging Agreements, and including any amendments or supplements thereto or any replacements thereof;

in each case provided they have been entered into in accordance with this Agreement.

“**Letter of Credit**” means an irrevocable letter of credit in the form of Appendix A [Form of Letter of Credit] to Schedule 5, modified as indicated therein and meeting the requirements set out therein.

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“**Licensed Property**” means any Intellectual Property or other property to which the Complete License applies.

“**Limited Notice to Proceed Agreement**” means the agreement made as of November 28, 2019 among the Province, Fraser Crossing Partners, Acciona Infrastructure Canada Inc. and Aecon Constructors, a division of Aecon Construction Group Inc., as amended, supplemented or replaced from time to time.

“**Long-Span Bridge Design Lead**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Losses**” means any and all damages, losses, loss of revenue, loss of profit, loss of business opportunity, liabilities, charges, judgments, court orders, penalties, fines, assessments, costs (including finance costs) and expenses (including legal and other professional charges and expenses on a full indemnity basis and including reasonable costs of mitigation incurred by the Province in complying with its obligations pursuant to Section 3.1 [Mitigation by Province] or Project Co in complying with its obligations pursuant to Section 4.10 [Mitigation by Project Co], as the case may be) of any nature and kind whatsoever and howsoever arising, whether under statute or contract, at common law, in equity, in connection with judgments or criminal or quasi criminal proceedings, or otherwise, and whether direct, indirect or consequential, and “**Loss**” will be construed accordingly.

“**Major Culverts**” means structures 3 metres or more in diameter or span constructed of various materials (typically corrugated iron) and required to convey watercourses under the highway.

“**Major Retaining Wall**” means a structure whose purpose is to structurally retain earth and which are inventoried as Structures by the Ministry when the wall face is greater than 45 degrees and the maximum exposed wall height exceeds 2.0m, with the primary purpose of the structure not being to support Bridge abutments and rock fall or avalanche catchments.

“**Major Sign Structures**” means overhead sign support structures typically of truss construction with the horizontal members either supported at both ends or cantilevered over the Travelled Lanes.

“**Make Whole Payments**” means any make whole payment payable in respect of any bond financing that from time to time constitutes a Senior Credit Facility.

“**Marine and Fisheries Access Management Plan**” means the plan of that name referenced in the Table of Conditions – EAC, and the “plan for marine and fisheries access management” referenced in the Project and Environmental Conditions - PPEP.

“**Mark-up**” means any direct or indirect margin, mark-up, overhead charge, premium or other increase over or above the actual amount incurred for salary, wages, machinery, equipment, tools or any other input.

“**Minimum Indigenous Contracts Requirement**” has the meaning given in Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“**Minimum Indigenous Employment Requirement**” has the meaning given in Section 1.1(a) of Schedule 22 [Indigenous Requirements].

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“**Minister**” means the member of the Executive Council of the Province who is charged from time to time with the administration of the *Transportation Act* (British Columbia), and includes the Minister’s deputy and any person authorized to act for or on behalf of either of them with respect to any matter under or contemplated by this Agreement.

“**Ministry**” means the ministry of the Province headed by the Minister.

“**Ministry Major Works Contract**” means the Major Works and Operational Services contract used by the Ministry to carry out the construction elements of a Design Bid Build construction project with a tender estimated value of \$200,000 or more.

“**Ministry Standards**” means all standards and specifications referred to or identified in Schedule 4 [Design and Construction] or elsewhere in this Agreement, including the Reference Documents, issued or adopted by the Province as applicable generally to the design, construction of roads, highways, Bridges and related Structures, systems and improvements and/or the demolition of bridges, or specifically to the Project Work or to all or any parts or components of the Project Infrastructure and the Project Site, in each case as at the Effective Date or as subsequently amended or revised after the Effective Date.

“**Minor Works**” has the meaning given in Section 7.3 [Minor Works].

“**Minor Works Valuation**” means a reasonable estimate, consistent with the principles set out in Section 2.4 [Valuation of Change in Costs] of Schedule 11, of the net amount of all Changes in Costs incurred by Project Co to implement a Province Change or Project Co Proposal.

“**Modifications**” means, in respect of any Intellectual Property or other property, all modifications including any alterations, changes, deletions, amendments, upgrades, updates, enhancements, revisions or improvements.

“**Modifications to Province Provided Materials**” means all Modifications made to any Province Provided Materials, whether made by or on behalf of the Province or by or on behalf of Project Co.

“**MOE**” means the Ministry of Environment and Climate Change Strategy of the Province.

“**Motor Vehicle**” means a motor vehicle as defined in the *Motor Vehicle Act* (British Columbia).

“**Multiplate**” means a steel culvert three metres or more in diameter, fully or partially factory assembled or field assembled by bolting together a number of corrugated steel plates and provided that, when less than three metres in diameter, it shall be considered to be a culvert.

“**Municipal Agreements**” means:

- (a) the agreement dated September 19, 2019 made between The City of New Westminster and the Province; and
- (b) the agreement dated September 16, 2019 made between the City of Surrey and the Province,

each as amended, supplemented or replaced from time to time.

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“**Municipalities**” means The City of New Westminster and the City of Surrey, and “**Municipality**” means either one of them.

“**NCE (Cash) Payment**” means a payment paid or payable pursuant to Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10 in respect of the occurrence of one or more Non-Compliance Events as described in:

- (a) Section 3.3(f)(i) of Schedule 2 [Representatives, Review Procedure and Consent Procedure];
- (b) Section 9.3.1(e) of Part 2 [Design and Construction Requirements] of Schedule 4; and
- (c) Section 1.5(b)(iii) of Schedule 22 [Indigenous Requirements].

“**NCE Points**” means those points assigned to Project Co in accordance with Section 8.1 [Assignment of NCE Points] of Schedule 10.

“**NCE Points Balance**” has the meaning given in Section 8.2(b)(ii) of Schedule 10 [Performance Mechanism].

“**NCE Points (Default) Balance**” has the meaning given in Section 8.3(b) of Schedule 10 [Performance Mechanism].

“**NCE (Points) Payment**” means a payment paid or payable pursuant to Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10 in respect of NCE Points assigned to Project Co pursuant to Part 8 [NCE Points and Default Points] of Schedule 10 in respect of the occurrence of one or more Non-Compliance Events.

“**New Fraser River Bridge**” or “**NFRB**” means at any time the new crossing of the Fraser River, abutment to abutment, to replace the Existing Pattullo Bridge and to connect the Bridge Connector (as defined in Appendix C [Project Road Names] to Schedule 4 and East Columbia Street to King George Boulevard and Highway 17, including all approach spans and ramp structures.

“**New Project Infrastructure**” at any time means the Infrastructure (including Original Project Infrastructure) situated in, on, under or over any part of the Project Lands during the Access Period for such part of the Project Lands, as such Infrastructure is constructed, installed, altered, upgraded and augmented at that time by the carrying out of the Project Work, including both new Infrastructure (including the New Fraser River Bridge) and altered, upgraded and/or augmented Infrastructure, but excluding Utilities of Utility Suppliers and Third Party Facilities.

“**NFRB Mainline**” has the meaning given in Section 1.5.1 of Part 2 [Design and Construction Requirements] of Schedule 4.

“**No Default Interest Rate**” means at any time the non-default interest rate provided for in respect of the Senior Credit Facilities in the Senior Lending Agreements at that time, provided that if at that time there is more than one non-default interest rate so provided for, the “**No Default Interest Rate**” means each of such non-default interest rates at that time.

“**Non-Assignable Documents**” has the meaning given in Section 16.1 [Province Consent Required to Assignment by Project Co].

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“**Non-Compliance Event**” or “**NCE**” means:

- (a) a failure by Project Co to meet a specific performance measure described in Appendix D [Assignment of NCE Points] to Schedule 10;
- (b) a failure by Project Co to retain, make available or replace any Key Individual, or to fill any Key Individual position, as required by Section 3.3 [Key Individuals] of Schedule 2;
- (c) Tree Damage to a Protected Tree as contemplated in Section 9.3.1(e) of Part 2 [Design and Construction Requirements] of Schedule 4; or
- (d) a failure by Project Co to meet the Minimum Indigenous Contracts Requirement as required by Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“**Non-Compliance Event Payments**” means the payments paid or payable by Project Co to the Province pursuant to Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10.

“**Nonconformity**” means any failure by Project Co to perform any of its obligations under this Agreement in respect of any aspect of the Project Work and which failure is not rectified by Project Co within the applicable time period, if any, stipulated in this Agreement, including but not limited to the following:

- (a) a Non-Compliance Event;
- (b) defective workmanship or repairs not in compliance with the requirements of this Agreement;
- (c) use of materials and/or equipment not in compliance with the requirements of this Agreement;
- (d) deficient, incomplete and/or illegible Quality Documentation;
- (e) deficient, incomplete and/or illegible Records;
- (f) inadequate and/or ineffective defect identification processes;
- (g) failure to achieve documented response time requirements;
- (h) failure to comply with Quality Management System processes;
- (i) failure to complete a Correction of a Nonconformity and, if applicable, failure to take Corrective Action in respect of any Nonconformity, within the required time;
- (j) failure to take Opportunities for Improvement (if applicable) with respect to any potential Nonconformity within the required time; and
- (k) failure to meet Project Co’s reporting obligations under this Agreement.

“**Nonconformity Report**” means a document issued by either the Province or Project Co pursuant to Section 6.1 [Nonconformity Reporting Process] of Schedule 7 detailing the description of an identified

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Nonconformity and the proposed rectification and action taken or to be taken to deal with such Nonconformity.

“**Nonconformity Tracking System**” means a system to track Nonconformity Reports issued by the Province or Project Co as set out in Section 6.2 [Nonconformity Report Tracking System] of Schedule 7.

“**Non-Default Termination Sum**” has the meaning given in Section 2.2 [Calculation of Non-Default Termination Sum] of Schedule 13.

“**Non-Foreseeable Contamination**” means:

- (a) all Existing Contamination situated in, on, under or over, or affecting, the portions of Project Lands that are north of PID 024-496-243 and south of the high water line, or any Infrastructure or other improvements thereon or thereto; and
- (b) for all other Project Lands, all Existing Contamination other than Existing Contamination that is disclosed by, or could reasonably have been foreseen from an analysis of or interpreting, any field test data, investigations, studies and/or reports (for the purposes of this definition, “**Analytical Information**”) contained in the Disclosed Data (excluding any Analytical Information that is located or disclosed in the Data Room solely by way of links to external websites) as at the Financial Submittal Date to the extent contained in any of the following included in the Data Room:
 - (i) a Phase 1 or Phase 2 Environmental Site Assessment in accordance with Standard CAN/CSA-Z768-01;
 - (ii) a Stage 1 or Stage 2 Preliminary Site Investigation in accordance with the MOE Technical Guidance Document No. 10 entitled “Checklist for Reviewing a Preliminary Site Investigation” dated October 2005;
 - (iii) any hazardous materials assessments and surveys for buildings; and/or
 - (iv) any other field test data, or investigations, studies and/or reports associated with such data, disclosed in the Data Room.

“**Non-Permitted Traffic Disruption Event**” means a Traffic Disruption Event described in any of Sections 2.6 [Non-Permitted Traffic Disruption Events on Pattullo Mainline], 3.6 [Non-Permitted Traffic Disruption Events on Highway 17 Mainline], 4.6 [Non-Permitted Traffic Disruption Events on Ramps], 5.6 [Non-Permitted Traffic Disruption Events on Specified Roads] or 6.6 [Non-Permitted Traffic Disruption Events on Other Streets] of Part 4 of Schedule 4.

“**Non-Police Incident**” means an Incident as a result of which the Police do not require closure of all or part of the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street.

“**No Threshold Compensation Event**” means each of the Compensation Events referred to in paragraphs (a), (b), (e), (g), (h), (i), (j), (k), (m), (n) or (p) of the definition of Compensation Event in this Section 1.1.

“**Notice of Intention to Terminate**” has the meaning given in Section 14.5(a).

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“**Notice of Objection to Arbitration**” has the meaning given in Section 5.1(a)(i) of Schedule 16 [Dispute Resolution Procedure].

“**Notice of Objection to Expert Referee**” has the meaning given in Section 3.1 [Referral to Expert Referee] of Schedule 16.

“**Notice of Project**” has the meaning given in Section 4.12(b).

“**Nuisance Claim**” means a Claim for damages or other relief for private nuisance and/or public nuisance in relation to the Project.

“**OHS Regulation**” means the *Occupational Health and Safety Regulation* (British Columbia) promulgated pursuant to the WCA.

“**Open Graded Friction Course**” or “**OGFC**” means asphalt pavement which feature an open aggregate structure in which larger sized aggregate is bound together by asphalt cement.

“**Opening Day Configuration**” has the meaning given in Section 3.4.2(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Operation and Maintenance**” has the meaning given in Section 6.1 [Responsibility for Operation and Maintenance – General] of Part 1 of Schedule 4.

“**Operation and Maintenance Manual**” has the meaning given in Section 3.3.5(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Operation and Maintenance Plan**” has the meaning given in Section 6.6 [Operation and Maintenance Plan] of Part 1 of Schedule 4.

“**Opportunities for Improvement**” means a situation or condition where actions can be taken by Project Co to enhance its performance in the delivery of products or services or to eliminate the causes of a potential Nonconformity or other undesirable situation in order to prevent its occurrence.

“**Original Project Infrastructure**” means Infrastructure situated in, on, under or over any parcel of Project Lands at the Handover Date for such parcel, but excludes Utilities of Utility Suppliers and Third Party Facilities.

“**Original Senior Commitment**” means the principal amount of all funding for the Project committed under the Initial Senior Credit Facilities and the Initial Senior Lending Agreements as at the Effective Date.

“**Other Land**” means any land other than the Project Lands and Temporary Lands.

“**Other Streets**” has the meaning given in Section 6.1(a) of Part 4 [Traffic Management] of Schedule 4.

“**Overhead**” means a Bridge carrying a highway over either a railway or a railway and another facility.

“**Overpass**” means a grade separated Structure carrying a highway over a road, a highway, a railway or a watercourse.

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“**Participants**” has the meaning given in Section 8.8(a).

“**parties**” means the parties to this Agreement unless reference is made specifically to another agreement or document.

“**Partnerships BC**” means Partnerships British Columbia Inc.

“**Pattullo Mainline**” has the meaning given in Section 2.1(a) of Part 4 [Traffic Management] of Schedule 4.

“**Pavement Design Report**” has the meaning given in Section 2.7 [Pavement Design] of Part 2 of Schedule 4.

“**Pavement Marking**” means a retro-reflective mechanism such as paint used to delineate a profile, such as a road.

“**Payment Application**” means a payment application in the applicable form set out in Appendix E [Payment Application Forms] to Schedule 10, and includes a Draw Request.

“**Payment Period**” means each calendar month, provided that:

- (a) the first Payment Period shall commence on the Effective Date and end on the last day of the calendar month following the calendar month in which the Effective Date occurs; and
- (b) the last Payment Period shall end on the last day of the calendar month in which the Total Completion Date occurs.

“**Performance Incentive Payments**” means, collectively, the payments paid or payable by Project Co to the Province pursuant to Section 7.1 [Calculation of Performance Incentive Payments] of Schedule 10.

“**Permits**” means:

- (a) all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required from any Governmental Authority; and
- (b) all necessary permissions, consents, approvals and agreements from any third parties;

needed to carry out the Project and the Project Work in accordance with this Agreement, including all such permissions, consents, approvals, certificates, permits, licences, statutory and other agreements and authorizations required under or pursuant to any other Permit, the Environmental Assessment Certificate, the Port Project and Environmental Permit, the Indigenous Requirements, the Requirements of Interested Parties, any Project Site Agreement or any Project Site Encumbrance, but for greater certainty does not include a permit granted pursuant to Article 8.400 of the Community Benefits Agreement.

“**Permitted Borrowing**” means, without double counting, any:

- (a) advance to Project Co under the Senior Credit Facilities in accordance with the Senior Lending Agreements, provided that such advance is not made under any Committed Standby Facility;

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- (b) Additional Permitted Borrowing;
- (c) advance to Project Co under any Committed Standby Facility that is made solely for the purpose of funding any cost overruns, increased expenses or loss of revenue that Project Co incurs, provided that such funds are not used in substitution for other non-standby sources of committed funding designated for those purposes; and
- (d) interest and, in respect of the Initial Senior Lending Agreements only (prior to any subsequent amendment) other amounts, accrued or payable as Senior Debt;

except where any amount referred to in any of paragraphs (a) to (d) inclusive of this definition is, or is being used to fund, a payment of Default Interest on any Additional Permitted Borrowing.

“**person**” means a legal entity, individual, corporation, body corporate, partnership, joint venture, association, trust, syndicate, limited liability company, pension fund, union or Governmental Authority, and the heirs, executors, administrators and legal representatives of an individual.

“**Personal Information**” means recorded information about an identifiable individual, other than contact information, collected or created by Project Co as a result of this Agreement but excluding any such information that, if Schedule 23 [Privacy Protection] did not apply to it, would not be under the “control of a public body” within the meaning of FOIPPA.

“**Person Year**” means 2,080 hours of employment less vacation and statutory holiday entitlement.

“**Plant**” means plant, goods, products, commodities, materials, supplies, machinery, equipment, apparatus and other tangible property supplied by or on behalf of Project Co:

- (a) intended to form part of the Project Infrastructure or actually forming part of the Project Infrastructure; or
- (b) intended to be incorporated into or permanently affixed to real property forming part of the Project Site or actually incorporated into or permanently affixed to real property forming part of the Project Site.

“**Police**” means any of:

- (a) the Royal Canadian Mounted Police;
- (b) any other provincial, federal, regional or municipal police force, police department or other law enforcement body and any related governing body having territorial jurisdiction over or in respect of the Project Infrastructure, the Project Site or any part thereof from time to time;
- (c) a member of the Royal Canadian Mounted Police or any other law enforcement body or related governing body referred to in paragraph (b) above; and
- (d) any other official who has or is exercising the powers of a constable or a peace officer while engaged in law enforcement duties, when those duties are exercised in relation to a matter in connection with, or which incidentally affects the construction or operation of, the Project Infrastructure, the Project Site or any part thereof from time to time.

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“**Police Incident**” means any Incident as a result of which the Police require closure of all or part of the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street.

“**Ponding**” means large puddles of water trapped on a Travelled Lane.

“**Portable Dynamic Message Sign**” or “**PDMS**” has the meaning given in Section 1.9.2(b) of Part 2 of Schedule 4.

“**Port Authority**” means the Vancouver Fraser Port Authority.

“**Port Authority Agreements**” means, together:

- (a) the Port Construction Agreement - Waterlots;
- (b) the Port Construction Agreement - Lands; and
- (c) when entered into by the Province and the Port Authority, the Port Demolition Agreement,

each as amended, supplemented or replaced from time to time.

“**Port Construction Agreement - Lands**” means Licence Agreement No. SUR330-11166F-001 dated as of December 15, 2019 between the Port Authority and the Province.

“**Port Construction Agreement - Waterlots**” means Licence Agreement No. SUR330-11103F-001 dated as of December 1, 2019 between the Port Authority and the Province.

“**Port Demolition Agreement**” means Licence Agreement No. SUR330-11180F-001 to be entered into by the Port Authority and the Province as of September 1, 2023.

“**Port Project and Environmental Permit**” means Vancouver Fraser Port Authority Project and Environmental Review Project Permit #PER No. 17-107 issued by the Port Authority on May 27, 2019 and attached as Part 2 [Port Project and Environmental Permit] to Appendix A to Schedule 6, as amended, supplemented or replaced from time to time after the Effective Date.

“**Primary Infrastructure Components**” means the New Project Infrastructure resulting from the carrying out of the Project Work in accordance with Part 2 [Design and Construction Requirements] of Schedule 4 and in accordance with Project Co’s Final Design in respect thereof, excluding the Completion Components and the Bridge Demolition.

“**Prime Contractor**” means a “prime contractor” as defined and described in the WCA and the OHS Regulation, respectively.

“**Prime Rate**” at any time means the variable rate of interest per annum announced from time to time by Canadian Imperial Bank of Commerce (or its successor) as such bank’s “prime” rate then in effect for determining interest rates on Canadian dollar commercial loans made by it in Canada.

“**Principal Contract**” means an agreement between Project Co and one or more Principal Contractors for or relating to the provision of all or part of the Project Work, each as amended, supplemented or replaced from time to time in accordance with this Agreement and the Collateral Agreements.

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“Principal Contractor” means the Design-Build Contractor and any other person that contracts directly with Project Co to perform all or a significant part of the Design or Construction (other than solely by way of a guarantee), and any substitute contractor for any such contractor engaged directly by Project Co as may be permitted by this Agreement.

“Principal Contractor Breakage Costs” means, subject to Section 16.18 [Principal Contract Changes Not to Increase Province’s Liability], without duplication, amounts reasonably and properly payable by Project Co to a Principal Contractor under the terms of the relevant Principal Contract, to compensate such Principal Contractor for Direct Losses sustained by the Principal Contractor as a direct result of the early termination of this Agreement, but only to the extent that:

- (a) the Direct Losses are incurred in connection with the Project and in respect of the performance of the Project Work, including, without duplication:
 - (i) costs of materials or goods ordered or subcontracts placed that cannot be cancelled without such Direct Losses being incurred;
 - (ii) expenditures reasonably incurred in anticipation of the performance of the Project Work in the future;
 - (iii) demobilisation costs, including the cost of any relocation of Construction Plant used in connection with the Project Work; and
 - (iv) termination payments that are required under applicable Laws or under lawful contracts of employment to be made to employees of the Principal Contractor and are reasonably and properly incurred by the Principal Contractor arising as a direct result of termination of this Agreement (provided that the Principal Contractor takes all reasonable steps to mitigate such termination payments) and provided that in calculating such amount no account will be taken of any liabilities and obligations of the Principal Contractor arising out of:
 - (A) contracts of employment or other agreements entered into by the Principal Contractor to the extent that such contracts of employment or agreements were not entered into substantially in connection with the Project; or
 - (B) contracts of employment or other agreements entered into by the Principal Contractor to the extent that such contracts of employment or agreements were not entered into in the ordinary course of business and on reasonable commercial arm’s length terms,or, in the case of Employees as defined in and provided under a BCIB-Subcontractor Agreement entered into by the Principal Contractor, such termination payments as are payable to such Employees in accordance with such BCIB-Subcontractor Agreement;
- (b) the Direct Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms;

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- (c) Project Co and such Principal Contractor have each used all reasonable efforts to mitigate the Direct Losses; and
- (d) Project Co is not otherwise able or entitled (for default or otherwise) to terminate the Principal Contract without payment or for reduced payment;

and provided that any compensation for loss of future profits of the Principal Contractor that would otherwise be included pursuant to the foregoing shall not exceed the future profits that the Principal Contractor could reasonably have been expected to earn in the first year immediately following the Termination Date.

“Professional Engineer” means a person who is registered as a professional engineer with the EGBC.

“Progress Payment” means a progress payment for a Payment Period paid or payable by the Province pursuant to Section 1.1 [Obligation to make Progress Payments] of Schedule 10.

“Project” has the meaning given in Section 2.1 [The Project].

“Project and Environmental Conditions - PPEP” means the document attached as Appendix C [Project and Environmental Conditions - PPEP] to Schedule 6, as amended, supplemented or replaced from time to time after the Effective Date.

“Project Co” has the meaning given in the Recitals.

“Project Co Communication Protocol” has the meaning given in Section 2.4 [Project Co Communication Protocol] of Schedule 9.

“Project Co Default” has the meaning given in Section 12.1 [Project Co Default].

“Project Co Default Termination Sum” has the meaning given in Section 3.1 [Obligation to Pay Compensation on Project Co Default] of Schedule 13.

“Project Co Indemnified Person” means:

- (a) Project Co’s Representative in its capacity as such under this Agreement;
- (b) any agent or professional advisor (including legal and financial advisor) of Project Co (excluding Principal Contractors and Subcontractors), in its capacity as such in connection with the Project; and
- (c) any director, officer or employee of Project Co or of any person falling within paragraph (b) of this definition.

“Project Co Insolvency Event” means the occurrence of any of the following:

- (a) any resolution of Project Co or the directors of Project Co is passed for the dissolution, liquidation or winding-up of any of Project Co, or for the suspension of operations of any of Project Co, or authorizing any of the actions in any of paragraphs (b) through (f) of this definition;

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- (b) a decree, declaration or order of a court having jurisdiction is issued or entered, adjudging Project Co bankrupt or insolvent, or ordering the winding-up or liquidation of Project Co, or approving any reorganization, arrangement, compromise, composition, compounding, extension of time, moratorium or adjustment of liabilities of Project Co under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency, moratorium, reorganization or analogous law of any applicable jurisdiction, or any action or proceeding is commenced or instituted against Project Co for any of the foregoing and such action or proceeding against Project Co continues unstayed and is not withdrawn or dismissed within 45 days after it is commenced or instituted, or any action or proceeding is commenced or instituted by Project Co for any of the foregoing;
- (c) if execution, distress, sequestration or any analogous process is issued, filed or levied against Project Co or against all or a substantial part of the property or assets of Project Co and such execution, distress, sequestration or other process continues unstayed and in effect and is not withdrawn, dismissed, overturned or set aside within the period of 45 days following its issuance or filing and such execution, distress, sequestration or analogous process has or could reasonably be expected to have a material adverse effect on the performance by Project Co of its obligations under this Agreement;
- (d) a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor, or other person with similar powers, is appointed in any manner in respect of Project Co or in respect of all or a substantial portion of the property and assets of Project Co, or any creditor takes control of Project Co or of all or a substantial portion of the property and assets of Project Co, or any action or proceeding is commenced or instituted against Project Co for any of the foregoing and such action or proceeding against Project Co continues unstayed and is not withdrawn or dismissed within 45 days after it is commenced or instituted, or any action or proceeding is commenced or instituted by Project Co for any of the foregoing;
- (e) Project Co admits its inability to pay or fails to pay its debts generally as they become due, acknowledges its insolvency, makes an assignment in bankruptcy or makes any other assignment for the benefit of creditors, or files any proposal, notice of intention or petition or otherwise commences or consents to or acquiesces in the commencement of any proceeding seeking any reorganization, arrangement, compromise, composition, compounding, extension of time, moratorium or adjustment of liabilities of Project Co under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency, moratorium, reorganization or analogous law of any applicable jurisdiction, or consents to or acquiesces in the appointment in any manner of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor or other person with similar powers in respect of Project Co or in respect of all or a substantial portion of the property or assets of Project Co; or
- (f) Project Co suffers any event, or any event or set of circumstances occurs or comes about, analogous to any of the foregoing events or sets of circumstances set out in this definition, in any jurisdiction in which Project Co is incorporated, formed, domiciled or resident.

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“**Project Co Irrecoverable Losses**” means:

- (a) any loss of revenue and loss of profits that might have been, or might be, obtained or received from a source other than the Project;
- (b) any loss of business opportunity or other loss of opportunity with respect to a source other than the Project; and
- (c) Consequential Losses suffered by:
 - (i) any Principal Contractor or Subcontractor (save to the extent expressly provided otherwise in the definition of Principal Contractor Breakage Costs in this Section 1.1);
 - (ii) any Affiliate or former Affiliate of a Principal Contractor or Subcontractor (except any Affiliate or former Affiliate that is itself a Principal Contractor or Subcontractor at the time that any such Consequential Losses are suffered, in which event paragraph (c)(i) of this definition shall apply, and provided that this exception shall only apply to the extent that any Consequential Losses suffered are in such Affiliate’s or former Affiliate’s capacity as a Principal Contractor or Subcontractor);
 - (iii) any Relevant Person (except any Relevant Person that is a Principal Contractor or Subcontractor at the time that any such Consequential Losses are suffered, in which event paragraph (c)(i) of this definition shall apply, and provided that this exception shall only apply to the extent that any Consequential Losses suffered are in such Relevant Person’s capacity as a Principal Contractor or Subcontractor); and
 - (iv) any third party (other than a person referred to in any of subsections (c)(i), (c)(ii) and (c)(iii) of this definition) for which Project Co, a Principal Contractor or a Subcontractor is, pursuant to a contractual commitment entered into by Project Co, a Principal Contractor or a Subcontractor with such third party, liable to indemnify such third party (in this definition, a “Project Co Contractual Commitment”) where:
 - (A) the entering into by Project Co, Principal Contractor or Subcontractor of Project Co Contractual Commitment was avoidable with the exercise of reasonable diligence and foresight; or
 - (B) the nature, scope, extent and terms of the indemnification provisions contained in Project Co Contractual Commitment (including any liability of Project Co, Principal Contractor or Subcontractor in respect of Consequential Losses) were, at the time such Project Co Contractual Commitment was entered into, not on reasonable arm’s length commercial terms or otherwise not in the ordinary course of business; or
 - (C) the Project Co Contractual Commitment was entered into for a reason other than:

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- (1) the *bona fide* pursuit of completion of a Relevant Component;
- (2) the performance of the Project Work; and
- (3) the furtherance of Project Co's obligations in respect of the Project.

"Project Co Non-Excusable Event" means any of the following:

- (a) any wrongful act, wrongful omission, negligent act, negligent omission or wilful misconduct; or
- (b) any breach in the performance or observance of any of Project Co's obligations under this Agreement or any other Project Document,

of or by Project Co or any person for whom Project Co is in law responsible.

"Project Co Proposal" means any of the following as initiated by Project Co:

- (a) a variation in the design, quality or scope of the Primary Infrastructure Components or the Completion Components, or the construction thereof;
- (b) a variation in the design, quality or scope of the Bridge Demolition;
- (c) any other variation in the Project Requirements or this Agreement; or
- (d) any other matter which, by the terms of this Agreement, is stated to constitute a Project Co Proposal or in respect of which the provisions of Section 7.2 [Project Co Proposals] are stated to be applicable.

"Project Co's Environmental Obligations" means:

- (a) the obligations of Project Co under this Agreement to comply with and carry out all requirements of Environmental Laws, the Environmental Assessment Certificate and the Port Project and Environmental Permit in connection with the Project Work; and
- (b) the obligations of Project Co described in Schedule 6 [Environmental Obligations], including with respect to remediation of Contamination on Project Lands.

"Project Co's Representative" means the person identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure] or such substitute as may be appointed by Project Co pursuant to Section 3.2 [Change of Project Co's Representative] thereof.

"Project Documents" means:

- (a) this Agreement;
- (b) the BCIB-Contractor Agreement;

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- (c) when executed by the parties thereto in accordance with this Agreement, each BCIB-Subcontractor Agreement entered into by a Principal Contractor or Subcontractor in accordance with this Agreement;
- (d) the Lending Agreements including the Senior Lending Agreements and the Junior Lending Agreements;
- (e) the Lenders' Remedies Agreement;
- (f) the Principal Contracts;
- (g) the Collateral Agreements with the Principal Contractors;
- (h) the Proponent Agreement;
- (i) the Irrevocability Agreement;
- (j) the Escrow Agreement;
- (k) the Insurance Trust Agreement; and
- (l) when executed by the parties thereto in accordance with this Agreement, the Independent Certifier Agreement,

and all other documents executed and delivered by or on behalf of the parties pursuant to Section 2.17 [Execution and Delivery of Project Documents] and Schedule 24 [Closing Deliveries].

“Project Facilities” at any time means:

- (a) the lands and interests in land described in Appendix A [Project Lands and Temporary Lands] to Schedule 8 that, before that time, have been made available to Project Co as provided in Section 1.3 [Commencement of Access to Project Site] of Schedule 8, and excluding any Land Rights (other than fee simple interests) that have been terminated or, in the case of Temporary Lands, expired before that time; and
- (b) the Project Infrastructure at that time.

“Project Infrastructure” at any time means the Original Project Infrastructure at that time and the New Project Infrastructure at that time.

“Project Intellectual Property” means all Intellectual Property, whether complete or not, and all Intellectual Property Rights therein, that is not Background IP or Third Party IP and which is created, brought into existence, acquired, licensed or used by Project Co, any Principal Contractor or any Subcontractor, directly or indirectly, for the Project Intellectual Property Purposes, including Work Product (as defined in the Proponent Agreement) and Design Data that is prepared by or on behalf of Project Co and/or any of Project Co's agents, employees, Principal Contractors or Subcontractors, but specifically excluding Records, Construction Records, Province Provided Materials, Modifications to Province Provided Materials and Design Data provided or made available by or on behalf of the Province.

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“**Project Intellectual Property Purposes**” means the purpose of designing or constructing the New Project Infrastructure or otherwise for the purposes of the Project Work or this Agreement.

“**Project Lands**” means those lands and interests in lands identified as “Project Lands” on the Land Identification AutoCAD Drawings.

“**Project Marks**” has the meaning given in Section 2.16(a).

“**Project Requirements**” means all standards, specifications, procedures, design criteria, design and professional practice guidelines and other requirements applicable to the Project Work, including the Design, the Construction, and all other design activities and Construction, all as set out in this Agreement as at the Effective Date and as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement, and includes the Design and Construction Requirements.

“**Project Schedule**” means the schedule of the milestone dates for the Project Work set out in Appendix A [Project Schedule] to Schedule 3 as of the Effective Date, and as subsequently amended from time to time in accordance with Section 1.2 [Project Schedule] of Schedule 3.

“**Project Site**” at any time means any part of the Project Lands and Temporary Lands for which the Access Period is extant as at that time.

“**Project Site Agreements**” means any and all agreements and instruments setting out terms and conditions on which Land Rights in any parcel of Project Lands or Temporary Lands that are less than a fee simple interest are at any time, on or after the Effective Date, held by the Province or BCTFA, including:

- (a) Land Rights described in the column titled “Land Rights if other than a Fee Simple Interest or Highway” in Table A in Appendix A [Project Lands and Temporary Lands] to Schedule 8;
- (b) the Railway Agreements;
- (c) the Port Authority Agreements; and
- (d) the BC Hydro Licence,

and any amendments thereto.

“**Project Site Encumbrances**” means any and all Encumbrances from time to time charging, encumbering or affecting any lands comprising part of the Project Site on or after the Effective Date, and any amendments thereto, and including:

- (a) any such Encumbrances described in Appendix A [Project Lands and Temporary Lands] or Appendix B [Certain Project Site Encumbrances] to Schedule 8;
- (b) any such Encumbrances disclosed in the Disclosed Data;
- (c) any such Encumbrances registered in the Land Title Office against title to any lands comprising part of the Project Site;

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- (d) any permit issued in replacement for a statutory right of way registered in the Land Title Office against title to any Project Lands that is cancelled on cancellation of a certificate of title in the Land Title Office for any parcel of Project Lands; and
- (e) any such Encumbrance that is a permitted Encumbrance (howsoever described) under or in respect of any agreement or instrument pursuant to which Land Rights in any part of the Project Site are, at any time, on or after the Effective Date, held by the Province or BCTFA.

“Project Work” means all activities of or required of Project Co (and/or any of Project Co’s employees, Principal Contractors and Subcontractors) in connection with the performance of any obligations of Project Co under this Agreement, and the conduct of all work and operations of Project Co (and/or any of Project Co’s employees, Principal Contractors and Subcontractors) on or in relation to the Project, the Project Site and the Project Infrastructure including the Design, the Construction and the Reinstatement Work.

“Project Work Defect” has the meaning given in Section 1.2 [Project Work Defects] of Schedule 5.

“Property Damage Insurance Proceeds” has the meaning given in Section 6.18(b).

“Proponent Agreement” means the proponent agreement entered into as of November 23, 2018 among, *inter alia*, the Province, SNC-Lavalin Capital Inc., Acciona Infrastructure Canada Inc., SNC-Lavalin Constructors (Pacific) Inc. and the Designer, as supplemented by an agreement to be bound entered into by Aecon Group Inc. and Aecon Constructors, a division of Aecon Construction Group Inc., and as further amended, supplemented or replaced from time to time.

“Proposal” means:

- (a) the technical submittal dated October 4, 2019; and
- (b) the financial submittal dated the Financial Submittal Date,

each submitted by the Preferred Proponent (as defined in the Request for Proposals) to the Province in response to the Request for Proposals, together with all amendments and supplements to such technical proposal and financial proposal.

“Proposal Extracts” means the extracts from the Proposal attached as Schedule 12 [Proposal Extracts].

“Protected Tree” has the meaning given in Section 9.3.1(b) of Part 2 [Design and Construction Requirements] of Schedule 4.

“Protest Action” means any civil disobedience, protest action, riot, civil commotion, blockade or embargo, including any action taken or threatened to be taken, by any person or persons protesting or demonstrating against the carrying out of any part of the Project (including the construction of the Project Infrastructure) or against the construction or operation of highways and bridges in general, occurring after the Effective Date, but excluding any Labour Dispute or any other strike, lockout, industrial relations dispute or job action by, of or against workers carrying out any part of the Project Work.

“Province” has the meaning given in the Recitals.

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“Province Change” means any of the following as initiated by the Province:

- (a) a variation in the design, quality or scope of the Primary Infrastructure Components, the Completion Components or the Project Work, or in the construction of the Primary Infrastructure Components or the Completion Components or any part thereof;
- (b) a variation in the design, quality or scope of the Bridge Demolition or any part thereof;
- (c) any other variation in the Project Requirements or this Agreement; or
- (d) any other matter which, by the terms of this Agreement, is stated to constitute a Province Change or in respect of which the provisions of Section 7.1 [Province Changes] are stated to be applicable.

“Province Default” has the meaning given in Section 13.1 [Province Default].

“Province Default Termination Sum” has the meaning given in Section 1.2 [Calculation of Province Default Termination Sum] of Schedule 13.

“Province Indemnified Persons” means:

- (a) the Province’s Representative in its capacity as such under this Agreement;
- (b) BCTFA;
- (c) TI Corp;
- (d) Partnerships BC;
- (e) any agent or professional advisor (including legal and financial advisors) of the Province or BCTFA (excluding Project Co and any person for whom Project Co is in law responsible); and
- (f) any director, officer or employee of the Province or BCTFA or of any person falling within paragraph (c) of this definition.

“Province Irrecoverable Losses” means:

- (a) any loss of revenue and loss of profits that might have been, or might be, obtained or received by the Province from the Project or a source other than the Project, including loss of revenue from the Project Facilities;
- (b) any loss of business opportunity or other loss of opportunity suffered by the Province with respect to a source other than the Project; and
- (c) Consequential Losses suffered by a third party, for which the Province or BCTFA is, pursuant to a contractual commitment entered into by the Province or BCTFA with such third party, liable to indemnify such third party (in this definition, a **“Province Contractual Commitment”**) where:

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- (i) the entering into by the Province or BCTA of the Province Contractual Commitment and the nature, scope, extent and terms of the indemnification provisions contained therein (including any liability of the Province or BCTFA in respect of Consequential Losses) were, at the time such Province Contractual Commitment was entered into, inconsistent with Past Practice, or otherwise outside the normal course of the customary activities of the Province or BCTFA, as the case may be, and unreasonable having regard to all relevant circumstances at the time; and
- (ii) neither the Province nor BCTFA did any of the following:
 - (A) disclosed the Province Contractual Commitment in the Data Room on or before the Effective Date; or
 - (B) consulted with Project Co or Project Co's Representative prior to entering into the Province Contractual Commitment in the case of a Province Contractual Commitment entered into after the Effective Date; or
 - (C) consulted with any Affiliate, agent or representative of Project Co prior to entering into the Province Contractual Commitment in the case of a Province Contractual Commitment entered into prior to the Effective Date; and
- (iii) the Province Contractual Commitment was entered into for reasons other than the *bona fide* pursuit of:
 - (A) delivery and/or completion of the Project or any component of the Project;
 - (B) performance and/or completion of the Project Work or any of the Project Infrastructure; or
 - (C) furtherance of Project Co's obligations in respect of the Project; and
- (iv) "**Past Practice**" refers to the customary practice of the Province or BCTFA at the time a Province Contractual Commitment is entered into, with respect to the nature, scope, extent and terms of indemnification provisions (including any liability of the Province or BCTFA in respect of Consequential Losses) contained in contractual arrangements entered into by the Province or BCTFA with arm's length third parties, having regard to the nature of the Province Contractual Commitment and all relevant circumstances at the time any such Province Contractual Commitment was entered into.

"**Province Non-Excusable Event**" means any of the following:

- (a) any wrongful act, wrongful omission, negligent act, negligent omission or wilful misconduct; or

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- (b) any breach in the performance or observance of any of the Province's obligations under this Agreement or any other Province Project Document,

of or by the Province or any person for whom the Province is in law responsible.

"Province Payments" means, collectively, the payments paid or payable by the Province to Project Co pursuant to Part 1 [Payment Obligations of Province] of Schedule 10.

"Province Permits" means the Permits listed in Appendix B [Province Permits] to Schedule 4.

"Province Project Documents" means this Agreement, the Lenders' Remedies Agreement, the Collateral Agreements, the Proponent Agreement, the Irrevocability Agreement, the Escrow Agreement, the Insurance Trust Agreement and, when executed and delivered in accordance with this Agreement, the Independent Certifier Agreement.

"Province Provided Materials" means any materials, documents, data (including Design Data provided or made available by or on behalf of the Province and the Disclosed Data) or other information, and any Intellectual Property Rights therein, provided by the Province or its representatives or any other person on behalf of the Province to or for the benefit of Project Co or its representatives or to any Principal Contractor or Subcontractor or its respective representatives or any Proponent Team Member of the Preferred Proponent (as both such terms are defined in the Request for Proposals) for the Project Intellectual Property Purposes.

"Province's Representative" means the person appointed by the Province pursuant to Section 1.1(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such substitute as may be appointed by the Province pursuant to Section 1.2 [Change of Province's Representative] of Schedule 2.

"Province Subsequent Contamination" means any Contamination, other than Existing Contamination, on any part of the Project Infrastructure or the Project Site that was caused by the Province or any person for whom the Province is in law responsible.

"Provincial Ombudsman" has the meaning given in Section 18.2(b).

"PST" means the sales tax that is imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), and any successor or replacement tax therefor.

"Qualified Coordinator" has the meaning given in Section 4.12(c)(i).

"Qualified Environmental Professional" means a person who is registered in good standing with a professional organization enabled under a Law of an appropriate field such as biology, ecology, geography, engineering, or natural resources management, and is required to follow a code of ethics issued by that professional organization.

"Qualified Governmental Entity" means any of the following:

- (a) the Province or any ministry or department of the Province;
- (b) any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Province or, as the case may be, BCTFA, under this Agreement and the other Province Project Documents, the duties, obligations and

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liabilities of which are guaranteed and supported by the Province or any ministry or department of the Province;

- (c) the Federal Government provided it has the legal capacity, power and authority to become a party to and to perform the obligations of the Province or, as the case may be, BCTFA, under this Agreement and the other Province Project Documents; and
- (d) any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Province or, as the case may be, BCTFA, under this Agreement and the other Province Project Documents, the duties, obligations and liabilities of which are guaranteed by the Federal Government or any ministry or department of the Federal Government.

“Qualified Insurer” means a reputable and duly qualified insurer of good standing in the worldwide insurance market, licensed to transact insurance business in Canada (or, in the case only of the Marine Liability including Protection and Indemnity insurance referenced in Section 1.1(b) of Schedule 15 [Insurance Requirements], a member of the International Group of Protection and Indemnity Associations), rated A.M. Best A- or better or Standard & Poors Ratings Services, a division of the McGraw-Hill Companies, Inc. (in this definition, **“Standard & Poors”**) A or better, provided that:

- (a) if a rating from A.M. Best Company or Standard & Poors is not available, or if A.M. Best Company or Standard & Poors ceases to provide ratings for insurance companies, then having a rating equivalent to or better than the A.M. Best A- rating or the Standard & Poors A rating as at the Effective Date, from another rating agency of equivalent calibre that provides ratings of equivalent quality, all as agreed upon by the parties or, failing such agreement, as determined by the Dispute Resolution Procedure; or
- (b) if A.M. Best Company changes its A- rating or Standard & Poors changes its A rating, then having a rating equivalent to or better than the A.M. Best A- rating or the Standard & Poors A rating as at the Effective Date, from A.M. Best Company or Standard & Poors or another rating agency of equivalent calibre that provides ratings of equivalent quality, all as agreed upon by the parties or, failing such agreement, as determined by the Dispute Resolution Procedure.

“Qualifying Bank” means any of the following, provided it is not a Restricted Person, and provided none of its Affiliates is a Restricted Person for any reason other than by reason of paragraph (d) of the definition of Restricted Person in Section 1.1 [Definitions] of this Schedule:

- (c) a bank listed in Schedule I, II or III of the *Bank Act* (Canada);
- (d) a Canadian trust company, insurance company, investment company, pension fund or other institution which, in any such case, manages at least \$500 million in securities, including entities wholly owned by any of the foregoing;
- (e) a bank regulated by the Board of Governors of the Federal Reserve System of the United States, U.S. bank, saving and loan institution, insurance company, investment company, employee benefit plan or other institution that, in any such case, manages at least \$500 million in securities and would be a “qualified institutional buyer” under U.S. securities legislation, including entities wholly owned by any of the foregoing;

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- (f) an institution which is recognized or permitted under the law of any member state of the European Economic Area (in this definition, the “**EEA**”) to carry on the business of a credit institution pursuant to Council Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions or is otherwise permitted to accept deposits in the United Kingdom or any other EEA member state and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution;
- (g) an institution which is recognized or permitted under the law of any member state of the Organization for Economic Cooperation and Development (in this definition, the “**OECD**”) to carry on within the OECD member states the business of a credit institution, insurance company, investment company or pension fund and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution; or
- (h) any other institution consented to in writing by the Province as a “Qualifying Bank”.

“Qualifying Bank Transaction” means:

- (a) the disposition by a Senior Lender of any of its rights or interests in the Senior Lending Agreements to a Qualifying Bank;
- (b) the grant by a Senior Lender to a Qualifying Bank of any rights of participation in respect of the Senior Lending Agreements; or
- (c) the grant by a Senior Lender to a Qualifying Bank of any other form of benefit or interest in either the Senior Lending Agreements or the revenues or assets of Project Co, whether by way of security or otherwise;

provided that after any such transaction all the Senior Lenders including any such Qualifying Banks are legally bound by the obligations of the “Agent” and the “Senior Lenders” under the Lenders’ Remedies Agreement.

“Quality Audit” means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.

“Quality Audit Plans” means Project Co’s audit plans defining the Internal Quality Audits and External Quality Audits that Project Co shall perform or cause to be performed on its own processes and the processes of its Principal Contractors and Subcontractors.

“Quality Director” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“Quality Documentation” means all documentation required in accordance with Schedule 7 [Quality Management] which together constitutes and describes the Quality Management System, including the Quality Manual, Quality Management Plans, Work Method Statements and Quality Audit Plans.

“Quality Management Plan” or “**QMP**” means each detailed quality management plan of Project Co detailing which procedures and associated resources shall be applied by whom and when for each aspect

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of the Project Work required in accordance with this Agreement, including the Design Quality Management Plan, the Construction Quality Management Plan, the Traffic Quality Management Plan and the Environmental Quality Management Plan.

“**Quality Management System**” or “**QMS**” means Project Co’s management system that establishes the organizational structure, procedures, processes, systems, management plans and resources for determining and achieving the Quality Policy in the performance of the Project Work in accordance with this Agreement.

“**Quality Manual**” means Project Co’s quality manual meeting the requirements set out in Appendix A [Quality Manual] to Schedule 7 and:

- (a) outlining the Quality Management System for all aspects of the Project Work, and for the complete organization (including Project Co and its Principal Contractors and Subcontractors) involved in performing the Project Work;
- (b) establishing Quality Policy and Quality Objectives; and
- (c) outlining the means by which Project Co shall establish, implement, control and continually improve processes to achieve that Quality Policy and those Quality Objectives.

“**Quality Objectives**” means the objectives related to quality that are measurable and consistent with the Quality Policy and which are to be formally expressed and recorded in the Quality Manual in accordance with Schedule 7 [Quality Management], provided that, alternatively, each Quality Management Plan may have its own Quality Objectives which are directly related to applicable Quality Policy expressed or recorded in the Quality Manual.

“**Quality Policy**” means the overall intentions and direction of Project Co related to quality applicable to the overall organization (including Project Co and its Principal Contractors and Subcontractors) involved in performing the Project Work which are to be formally expressed and recorded in the Quality Manual in accordance with Schedule 7 [Quality Management], provided that, alternatively, each Quality Management Plan may have its own Quality Policies which are directly related to applicable Quality Objectives expressed or recorded in the Quality Manual.

“**Quality Records**” has the meaning given in Section 5.8 [Quality Records] of Schedule 7.

“**Railway Agreements**” means any agreements entered into by the Province or BCTFA with a Railway, including any and all Railway Crossing Agreements, any permits or orders granted or issued in favour of the Province or BCTFA, including any and all Railway Construction/Entry Permits and Railway Orders, in each case allowing or providing for Infrastructure comprising or to comprise Project Infrastructure to be located upon or across Project Lands, and improvements thereon, that are Railway Lands, and the construction, maintenance and use of such Infrastructure upon and across such Railway Lands, and includes the CN Rail Master Agreement and the CP Rail Agreement.

“**Railway Bridge**” has the meaning given in the CN Rail Master Agreement.

“**Railway Construction/Entry Permits**” means all consents, approvals, permissions and agreements, and amendments thereto, required to be obtained from a Railway pursuant to a Railway Crossing Agreement,

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a Railway Order or applicable Laws, for the carrying out of Project Work on Railway Lands, but does not include any Railway Crossing Agreements or Railway Orders.

“**Railway Crossing Agreement**” means any agreement (and amendments thereto) entered into by the Province and/or BCTFA with a Railway allowing or providing for:

- (a) Infrastructure comprising or to comprise Project Infrastructure to be located upon and across Railway Lands; and
- (b) the construction, maintenance and use of such Infrastructure upon and across such land and/or improvements,

and includes any such agreement described or referred to in the column entitled “Land Rights if other than a Fee Simple Interest or Highway” in Table A in Appendix A [Project Lands and Temporary Lands] to Schedule 8 in respect of any Railway Lands described therein.

“**Railway Lands**” means Project Lands, and improvements thereon, that are owned or held by or under the control of a Railway.

“**Railway Order**” means an order of the Canadian Transportation Agency (or its predecessor the National Transportation Agency) or a certificate or order issued pursuant to the *Railway Act* (British Columbia) and/or the *Railway Safety Act* (British Columbia):

- (a) granted or issued in favour of the Province and/or BCTFA allowing or providing for:
 - (i) Infrastructure comprising or to comprise Project Infrastructure to be located upon and across Railway Lands; and
 - (ii) the construction, maintenance and use of such Infrastructure upon and across such land and/or improvements; or
- (b) for the carrying out of Project Work on Railway Lands, excluding any such order contemplated by subsection (a) of this definition,

and amendments thereto, and includes any such order and any certificate or order issued pursuant to the *Railway Act* (British Columbia) and/or the *Railway Safety Act* (British Columbia) described or referred to in the column entitled “Land Rights if other than a Fee Simple Interest or Highway” in Table A in Appendix A [Project Lands and Temporary Lands] to Schedule 8 in respect of any Railway Lands described therein.

“**Railways**” means BNSF, CN Rail, CP Rail and SRY, and “**Railway**” means any one of them.

“**Ramp**” has the meaning given in Section 4.1(a) of Part 4 [Traffic Management] of Schedule 4.

“**Records**” has the meaning given in Section 1.1 [Project Co Records] of Schedule 17 and includes Construction Records and Quality Records.

“**Records Management Protocol**” means the protocol developed by Project Co pursuant to Section 1.3 [Records Management Protocol] of Schedule 17.

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“**Recoverable Expenditures**” means expenditures incurred, directly or indirectly, by Project Co, which expenditures:

- (a) relate to an asset that:
 - (i) has a physical existence; and
 - (ii) will generate benefits to be received in future years; and
- (b) are not recurring or routine.

“**Recoverable Senior Debt Service Amount**” means, for any day during a Compensation Period, the sum of:

- (a) where Section 8.4(c)(ii)(A) applies, the amount determined by multiplying the actual principal amount outstanding as of such date for Tranche A of the Senior Credit Facilities by the No Default Interest Rate on such date for such Tranche, converted to a daily rate;
- (b) where Section 8.4(c)(ii)(B) applies, the amount determined by multiplying the actual principal amount outstanding as of such date for Tranche B of the Senior Credit Facilities by the No Default Interest Rate on such date for such Tranche, converted to a daily rate; and
- (c) where Section 8.4(c)(ii)(C) applies, the amount determined by multiplying the actual principal amount outstanding as of such date for Tranche C of the Senior Credit Facilities by the No Default Interest Rate on such date for such Tranche, converted to a daily rate,

and in each case with such No Default Interest Rate converted to a daily rate utilizing the day count convention in the Senior Lending Agreements.

“**Reference Documents**” means the references, codes, standards, specifications, guidelines, policies, reports, publications, manuals, bulletins and other such documents listed in Appendix A [Reference Documents] to this Schedule, each as amended, supplemented or replaced from time to time in accordance with Section 1.2(b) of this Schedule.

“**Regional Transportation Management Centre**” or “**RTMC**” means the offices of the Ministry located at 1550 Woolridge Street, Coquitlam, British Columbia which provides monitoring, detection, communication and infrastructure control support for all British Columbia provincial highways, including up-to-date information on the Lower Mainland’s major highway network.

“**Reinstatement Funds Deficiency**” has the meaning given in Section 8.7 [Termination for Damage or Destruction].

“**Reinstatement Plan**” has the meaning given in Section 6.16 [Reinstatement Plan].

“**Reinstatement Work**” has the meaning given in Section 6.15 [Restoration and Reinstatement of Damage or Destruction].

“**Reject**” means an action (including recycling or destroying) to remove a detected Nonconformity from the Project Work or discontinue its use.

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“**Release**” includes any spill, leak, deposit, pumping, pouring, emission, emptying, discharging, injecting, escape, leaching, migration, disposal, dumping or other form of release of a Hazardous Substance, or permitting of any of the foregoing.

“**Relevant Authority**” means any entity whose authority is or may be required for the carrying out of all or any part of the Project Work or which has any authority or right in respect of the Project, the Project Infrastructure, the Project Site or any part thereof under any Laws and includes Governmental Authorities.

“**Relevant Completion Percentage**” has the meaning given in Section 2.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Relevant Components**” means each of the following:

- (a) the Primary Infrastructure Components;
- (b) the Completion Components; and
- (c) the Bridge Demolition.

“**Relevant Persons**” means:

- (a) the shareholders of Project Co;
- (b) persons who formerly were shareholders of Project Co;
- (c) the holders of Junior Debt;
- (d) persons who formerly were holders of Junior Debt;
- (e) the lenders under Junior Lending Agreements;
- (f) persons who formerly were lenders under Junior Lending Agreements;
- (g) Affiliates of Project Co or of any person described in any of paragraphs (a) to (f) inclusive of this definition; and
- (h) persons who formerly were Affiliates of Project Co or of any person described in any of paragraphs (a) to (f) inclusive of this definition.

“**Relevant Property**” means any property that is not within the boundary of the Project Lands that is affected:

- (a) by any Existing Contamination or Province Subsequent Contamination in, on, under or over:
 - (i) any Project Lands; or
 - (ii) any Project Infrastructure; or

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- (b) by any migration or leaching of Existing Contamination or Province Subsequent Contamination from:
 - (i) any Project Lands; or
 - (ii) any Project Infrastructure.

“Relevant Third Party” means:

- (a) any person having a legal interest in any Relevant Property who suffers damage, injury or other harm caused by:
 - (i) Existing Contamination or Province Subsequent Contamination in, on, under or over:
 - (A) any Project Lands; or
 - (B) any Project Infrastructure; or
 - (ii) migration or leaching of any Existing Contamination or Province Subsequent Contamination into or onto the Relevant Property from:
 - (A) any Project Lands; or
 - (B) any Project Infrastructure; and
- (b) any person who suffers damage, injury or other harm caused by any Existing Contamination or Province Subsequent Contamination in, on or under any Relevant Property from time to time to the extent such Existing Contamination or Province Subsequent Contamination constitutes Existing Contamination or Province Subsequent Contamination which has migrated or leached into or onto the Relevant Property from:
 - (i) any Project Lands; or
 - (ii) any Project Infrastructure,

and **“Relevant Third Party”** includes the Province and BCTFA to the extent they have a legal interest in any Relevant Property.

“Relief Event” means any of the following events or circumstances:

- (a) receipt by Project Co of an order or direction by Police or fire, ambulance or other emergency services or other Relevant Authorities, provided such order or direction does not result from the occurrence of another Supervening Event;
- (b) the inability of Project Co to obtain a required Permit or a required renewal or extension of any required Permit due, in each case, to any unreasonable delay by a Relevant Authority, provided that Project Co has made all reasonable efforts to obtain such Permit, renewal or extension, including making complete and timely application and, to the

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- extent reasonably practicable, making modifications to the applicable design and/or construction methods;
- (c) fire, explosion, lightning or storm affecting the Project Site or the Project Infrastructure, other than a fire or explosion constituting a Compensation Event;
 - (d) damage to or destruction of the Project Infrastructure or part thereof caused by a Seismic Event, provided that the cost to repair and restore the damage to or destruction of Project Infrastructure caused by the Seismic Event is less than or equal to \$5,000,000 for a single Seismic Event, the onus of establishing which shall be on Project Co;
 - (e) damage to or destruction of the Project Infrastructure or part thereof caused by a Flood, provided that the cost to repair and restore the damage to or destruction of Project Infrastructure caused by the Flood is less than or equal to \$5,000,000 for a single Flood, the onus of establishing which shall be on Project Co;
 - (f) a Labour Dispute;
 - (g) blockade or embargo falling short of a Protest Action or a Force Majeure Event;
 - (h) the discovery of any Undisclosed Utilities;
 - (i) the existence of any Non-Foreseeable Contamination;
 - (j) the failure by a Utility Supplier to comply with its obligations under a Utility Agreement, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause such Utility to comply;
 - (k) the failure by CN Rail to comply with its obligations under the CN Rail Master Agreement, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts, including through design development and means and methods, to cause CN Rail to comply, and provided that, for greater certainty, CN Rail will be deemed for this purpose to have not complied with its obligations under Section 12.6 of the CN Rail Master Agreement in the event that the Railway Bridge Seismic Retrofit Work (as defined in the CN Rail Master Agreement) has had a material negative impact on Project Co's progress of the Project Work as required to allow Project Co to have completed, on or before February 28, 2021, all in-stream piling for piles directly adjacent to the Railway Bridge Seismic Retrofit Work;
 - (l) the failure by CP Rail to comply with its obligations under the CP Rail Agreement, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause CP Rail to comply;
 - (m) the failure by a Municipality to comply with its obligations under a Municipal Agreement, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause such Municipality to comply;

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- (n) the failure by the Port Authority to comply with its obligations under the Port Authority Agreements, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause the Port Authority to comply;
- (o) the delay or failure of the Province to obtain the Province Permit referred to in Item 4 of Appendix B [Province Permits] to Schedule 4 on or before the Specified Handover Date for the portion of Project Lands identified as “South Approach Area” on the PBR South Approach Area, except to the extent that such delay or failure is caused or contributed to by:
 - (i) Project Co failing to comply with the submission requirements in Section 3.4.1(j) of Part 2 [Design and Construction Requirements] of Schedule 4;
 - (ii) Project Co’s Design differing from the information referred to in Section 3.4.1(j) of Part 2 [Design and Construction Requirements] of Schedule 4, as submitted to the Province in accordance with Section 3.4.1(j) of Part 2 [Design and Construction Requirements] of Schedule 4; or
 - (iii) Project Co failing to comply with any reasonable request of the Province to provide information, documentation or other assistance in accordance with Section 2.5(c)(ii) of Schedule 6 [Environmental Requirements];
- (p) the inability of Project Co to obtain a required Permit under the *Navigation Protection Act* (Canada) relating to Construction of the New Fraser River Bridge, but excluding Demolition, on or before the date that is 180 days following the date of submission of Project Co’s complete permit application to Transport Canada, including all required information, due to unreasonable delay resulting from consultation, provided that Project Co has made all reasonable efforts to obtain such Permit, including making complete and timely application and, to the extent reasonably practicable, making modifications to the applicable design and/or construction methods, and provided that Project Co’s application does not include:
 - (i) proposed full closures of the Fraser River;
 - (ii) proposed, unprecedented, planned closures of the Fraser River; or
 - (iii) proposed, unprecedented planned disruptions to marine users, including Identified Indigenous Groups,and meets the requirements of this Agreement;
- (q) the inability of Project Co to obtain a Fisheries Authorization on or before the date that is 180 days following the date of notification from the Minister of Fisheries and Oceans and the Canadian Coast Guard that Project Co’s application for such Fisheries Authorization is complete, due to unreasonable delay resulting from consultation, provided that Project Co has made all reasonable efforts to obtain such Fisheries Authorization, including making complete and timely application and, to the extent reasonably practicable, making modifications to the applicable design and/or construction methods, and provided that Project Co’s application does not include:

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- (i) proposed work in the Fraser River outside of the reduced-risk work windows referred to in Section 11 of the Table of Conditions – EAC; or
- (ii) proposed Construction with potential adverse effects on fish and fish habitat greater than those contemplated in the BC Environmental Assessment Office - Assessment Report for the Pattullo Bridge Replacement Project (PBRP) dated April 4, 2019,

and meets the requirements of this Agreement, including Project Co’s Environmental Obligations; or

- (r) the inability of Project Co to obtain a change approval for work in and about a stream under the *Water Sustainability Act* (British Columbia) on or before the date that is 180 days following the date of acceptance for adjudication by FrontCounter BC of Project Co’s application for such change approval, due to unreasonable delay resulting from consultation, provided that Project Co has made all reasonable efforts to obtain such change approval, including making complete and timely application and, to the extent reasonably practicable, making modifications to the applicable design and/or construction methods, and provided that Project Co’s application does not include:
 - (i) proposed work in the Fraser River outside of the reduced-risk work windows referred to in Section 11 of the Table of Conditions – EAC; or
 - (ii) proposed Construction with potential adverse effects on fish and fish habitat greater than those contemplated in the BC Environmental Assessment Office - Assessment Report for the Pattullo Bridge Replacement Project (PBRP) dated April 4, 2019,

and meets the requirements of this Agreement, including Project Co’s Environmental Obligations.

“**Repair**” means an action that makes a detected Nonconformity acceptable for its intended purpose.

“**Reports**” has the meaning given in Section 2.1 [Required Reports] of Schedule 17.

“**Request for Proposals**” means the request for proposals in respect of the Project issued by the Province on February 14, 2019, together with all amendments, supplements and addenda thereto.

“**Request for Qualifications**” means the Request for Qualifications in respect of the Project issued by the Province on July 16, 2018, together with all amendments, supplements and addenda thereto.

“**Required Insurance**” means the insurance required to be taken out, maintained in force, paid for and renewed by Project Co in accordance with the provisions of Part 6 [Insurance, Damage and Destruction] and Schedule 15 [Insurance Requirements].

“**Required Intervention**” has the meaning given in Section 3.4.5.7(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

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“Required Province Change” means a Province Change contemplated in any of the following:

- (a) Section 7.2(b);
- (b) Section 1.2(b) of this Schedule;
- (c) Section 5.10 [New and Amended Utility Agreements] of Part 1 of Schedule 4;
- (d) Section 3.4.5.7 [Required Interventions] of Part 2 of Schedule 4;
- (e) Section 1.3(b) of Schedule 6 [Environmental Obligations];
- (f) Section 2.2 [Extension of Specified Handover Date by Province] of Schedule 8 and Section 3 of Appendix A [Project Lands and Temporary Lands] to Schedule 8;
- (g) Section 5.5 [Additions or Changes by Province Change] of Schedule 8;
- (h) Section 2.1 [Changes to Community Benefits Agreement or Regime] of Schedule 21; and
- (i) Section 2.2 [Other Agreements with Indigenous Groups] of Schedule 22.

“Requirements of Interested Parties” means the requirements of Interested Parties which are legally enforceable against any or all of the Province, BCTFA and Project Co, whether established pursuant to Laws, the provisions of this Agreement or otherwise:

- (a) as disclosed or described in the Disclosed Data; or
- (b) which, as of the Financial Submittal Date, Project Co otherwise had knowledge of, could have discovered through the exercise of reasonable due diligence, or could reasonably have been anticipated from an analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date, having regard to the opportunity afforded Project Co to conduct such due diligence and analysis before the Financial Submittal Date.

“Responding Party” has the meaning given in Section 4.1 [Referral to Arbitration] of Schedule 16.

“Restricted Periods” means those periods of time, as set out in Sections 2.2 [Restricted Periods for Pattullo Mainline], 3.2 [Restricted Periods for Highway 17 Mainline], 4.2 [Restricted Periods for Ramps], 5.2 [Restricted Periods for Specified Roads] or 6.2 [Restricted Periods for Other Streets] of Part 4 of Schedule 4, during any Construction for an identified location during which there are restrictions on Project Co’s available Traffic Management measures in accordance with Part 4 [Traffic Management] of Schedule 4.

“Restricted Person” means any person who, or any member of a group of persons acting together, any one of which:

- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;

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- (b) has as any part of its business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
- (c) in the case of an individual, he or she (or, in the case of a legal entity, any of the members of its board of directors or its senior executive) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the determination of whether the individual falls within this definition is being made;
- (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (e) is subject to a claim of the Province or any other Governmental Authority under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the view of the Province, in either case, be reasonably likely to materially affect the performance by Project Co of its obligations under this Agreement;
or
- (f) has been convicted of an offence under the *Competition Act* (Canada), the *Corruption of Foreign Public Officials Act* (Canada), the *Financial Administration Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or has been convicted of the commission of a money laundering offence or a terrorist activity financing offence or a fraud or similar offence under the *Criminal Code* (Canada).

“**Retaining Structure**” means a vertical Structure designed to resist the horizontal earth pressures of a fill or other material.

“**Review Procedure**” means the procedure defined in Section 2.1 [Review Procedure] of Schedule 2 whereby submissions for review are made by Project Co to the Province’s Representative.

“**Revised Senior Debt Termination Amount**” means, subject to Section 5.14 [Changes Not to Increase Province’s Liability], the aggregate, without duplication, of:

- (a) all Senior Debt owing at the Termination Date (including interest and Default Interest accrued as at that date) (exclusive of amounts referred to in paragraph (b) of this definition) by Project Co to the Senior Lenders under the Senior Lending Agreements in respect of Permitted Borrowing, together with per diem interest on so much thereof as is due and payable from time to time under the Senior Lending Agreements at the No Default Interest Rate, calculated from the Termination Date until 60 Business Days after the Termination Date or such earlier date as the Province pays to Project Co the undisputed portion of the Province Default Termination Sum, the Non-Default Termination Sum or the Special Termination Sum, whichever is applicable;
- (b) all amounts (including Hedge Termination Amounts, Make Whole Payments and other breakage costs, but excluding premiums and prepayment charges, fees or penalties under any debt financing or on early redemption of bonds, notes or other evidence of

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indebtedness (provided that, for greater certainty, such exclusion shall not apply to any such Make Whole Payments)) payable by Project Co to the Senior Lenders as a result of a prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing, or as a result of early termination of Hedging Agreements, caused by early termination of this Agreement, subject to Project Co and the Senior Lenders mitigating all such amounts to the extent reasonably possible;

LESS, to the extent it is a positive amount, the aggregate of (without double-counting in relation to the calculation of the Revised Senior Debt Termination Amount or the amounts below):

- (c) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date;
- (d) any amounts recoverable on or after the Termination Date in respect of Contingent Funding Liabilities;
- (e) all amounts, including Hedge Termination Amounts and other breakage costs payable by the Senior Lenders to Project Co as a result of prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing, or as a result of early termination of Hedging Agreements, caused by early termination of this Agreement;
- (f) all other amounts received by the Senior Lenders, the Agent or any security trustee or agent of the Senior Lenders, on or after the Termination Date and before the last date on which any compensation is payable by the Province to Project Co, as a result of enforcing any other rights or security the Senior Lenders may have under the Senior Lending Agreements in respect of Senior Debt (net of the reasonable and proper costs incurred in such enforcement); and
- (g) an amount equal to the aggregate of all Distributions made during the period during which any Additional Permitted Borrowing is subsisting, up to an amount equal to the amount of the Additional Permitted Borrowing outstanding on the Termination Date.

The parties acknowledge that the Hedging Agreements in effect on the Termination Date might not be terminated until the date of payment by the Province of the undisputed portion of the Province Default Termination Sum, the Non-Default Termination Sum or the Special Termination Sum, whichever is applicable, and agree that any net payments or net receipts under any Hedging Agreements in the period from the Termination Date to and including the date of such payment shall be taken into account as part of and in the calculation of the Hedge Termination Amounts.

“**Rework**” means an action that makes a detected Nonconformity conform to the Project Requirements.

“**River Hydraulics Management Plan**” has the meaning given in Section 3.4.5.3(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**River Monitoring Program**” has the meaning given in Section 3.4.5.3(a)(ii) of Part 2 [Design and Construction] of Schedule 4.

“**Road Base**” means the portion of highway subsurface on which the travelling surface or wearing surface is placed.

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“**Road Safety Audit**” means an audit carried out in accordance with Article 13 [Road Safety Audit] of Part 2 of Schedule 4.

“**Road Safety Audit Team**” means a group of individuals appointed from time to time in accordance with the Design and Certification Procedure to carry out road safety audits in respect of the Project Work.

“**Road Safety Audit Certificate**” has the meaning given in Section 4.3 [Road Safety Audit Certificates] of Part 3 of Schedule 4.

“**Roadside**” means that part of the public highway between the edge of the Shoulder and the highway right-of-way boundary, excluding the Shoulder.

“**RPMS**” or “**Roadway Pavement Management System**” means the Ministry’s corporate pavement asset management application that is used for monitoring the condition of paved highways to support the planning, programming and delivery of the annual resurfacing plan.

“**RWIS**” means the Road Weather Information System that provides real time reporting of pavement and weather information.

“**SC1a Withholding Amount**” has the meaning given in Section 1.2(f)(i) of Schedule 10 [Payment and Performance Mechanism].

“**SC1b Withholding Amount**” has the meaning given in Section 1.2(f)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**SC1 Deficiency Agreed Remedy Cost**” has the meaning given in Section 6.5(b)(ii) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC1 Deficiency Holdback**” has the meaning given in Section 3.1(a)(i) of Schedule 5 [Project Work Defects and Warranties].

“**SC1 Delay Liquidated Damages**” has the meaning given in Section 6.2(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**SC1 Final Deficiency List**” has the meaning given in Section 6.5(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC1 Final Deficiency List Deficiency**” means a defect or deficiency specified in the SC1 Final Deficiency List.

“**SC1 Substantial Completion Date**” means the date on which Substantial Completion occurs in respect of all of the Primary Infrastructure Components, as established by the relevant Certificate of Substantial Completion.

“**SC1 Substantial Completion Longstop Date**” means at any time the date that is 24 months after the SC1 Substantial Completion Target Date.

“**SC1 Substantial Completion Payment**” has the meaning given in Section 1.2(a) of Schedule 10 [Payment and Performance Mechanism].

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“**SC1 Substantial Completion Target Date**” means October 31, 2023.

“**SCR Points**” has the meaning given in Section 4.8(f) of Schedule 7.

“**SC2 Deficiency Agreed Remedy Cost**” has the meaning given in Section 6.11(b)(ii) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC2 Deficiency Holdback**” has the meaning given in Section 3.1(a)(ii) of Schedule 5 [Project Work Defects and Warranties].

“**SC2 Final Deficiency List**” has the meaning given in Section 6.11(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC2 Final Deficiency List Deficiency**” means a defect or deficiency specified in the SC2 Final Deficiency List.

“**SC2 Substantial Completion Date**” means the date on which Substantial Completion occurs in respect of all of the Completion Components, as established by the relevant Certificate of Substantial Completion.

“**SC2 Substantial Completion Target Date**” means the date that is three months after the later to occur of the SC1 Substantial Completion Target Date and the SC1 Substantial Completion Date, as such first mentioned date may be extended pursuant to this Agreement.

“**SC3 Deficiency Agreed Remedy Cost**” has the meaning given in Section 6.17(b)(ii) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC3 Deficiency Holdback**” has the meaning given in Section 3.1(a)(iii) of Schedule 5 [Project Work Defects and Warranties].

“**SC3 Delay Liquidated Damages**” has the meaning given in Section 6.2(a)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**SC3 Final Deficiency List**” has the meaning given in Section 6.17(b) of Part 3 [Design and Certification Procedure] of Schedule 4.

“**SC3 Final Deficiency List Deficiency**” means a defect or deficiency specified in the SC3 Final Deficiency List.

“**SC3 Substantial Completion Date**” means the date on which Substantial Completion occurs in respect of the Bridge Demolition, as established by the relevant Certificate of Substantial Completion.

“**SC3 Substantial Completion Longstop Date**” means at any time the date that is 24 months after the SC3 Substantial Completion Target Date.

“**SC3 Substantial Completion Target Date**” means the date that is 18 months after the later to occur of the SC1 Substantial Completion Target Date and the SC1 Substantial Completion Date, as such first mentioned date may be extended pursuant to this Agreement.

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“**Scour and Sedimentation Intervention Program**” has the meaning given in Section 3.4.5.3(a)(iii) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Seismic Design Strategy Memorandum**” or “**SDSM**” means the memorandum described in Section 4.7 [Seismic Design Strategy Memorandum] of Part 2 of Schedule 4.

“**Seismic Event**” means an earthquake and includes snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock, but does not include Flood. More than one earthquake shock occurring within any 168 consecutive hours shall be deemed a single earthquake.

“**Senior Credit Facilities**” means the Initial Senior Credit Facilities and any other credit facilities provided for in Senior Lending Agreements but, for greater clarity, does not include any Junior Credit Facilities and does not include any equity bridge financing.

“**Senior Debt**” means:

- (a) the principal amount of all amounts advanced from time to time by the Senior Lenders under the Senior Credit Facilities pursuant to and in accordance with the Senior Lending Agreements, to the extent such principal amounts remain outstanding and unpaid to the Senior Lenders;
- (b) all interest owing from time to time to the Senior Lenders under the Senior Lending Agreements in respect of the principal amounts referred to in paragraph (a) of this definition; and
- (c) all commitment fees, standby fees and other fees, and all costs and expenses, and any other amounts, owing from time to time to the Senior Lenders under the Senior Lending Agreements or in respect of the amounts referred to in paragraphs (a) and (b) of this definition.

“**Senior Debt Service Costs**” means interest and debt service costs incurred in respect of the Senior Lending Agreements less:

- (a) sums that are in arrears; and
- (b) all sums reserved by Project Co or for which reserves are established under the Senior Lending Agreements, that Project Co is entitled to use to make payment of such interest and debt service costs without breaching the Senior Lending Agreements.

“**Senior Lenders**” means all or any of the persons who provide credit or hedging facilities in respect of the Project or the Project Work under the Senior Lending Agreements.

“**Senior Lending Agreements**” means the Initial Senior Lending Agreements (including any Initial Hedging Agreements relating to Senior Debt) as supplemented, amended or replaced from time to time in accordance with this Agreement, and any other Hedging Agreement relating to Senior Debt.

“**SFPR Concession Agreement**” means the redacted version of the concession agreement among the Province, BCTFA and the SFPR Concessionaire dated July 14, 2010 which has been provided by the

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Province to Project Co and identified as the “SFPR Concession Agreement” for the purposes of this Agreement.

“**SFPR Concessionaire**” means FTG Fraser Transportation Group.

“**SFPR Environmental Assessment Certificate**” means environmental assessment certificate #T08-02 issued pursuant to the *Environmental Assessment Act* (British Columbia) on July 24, 2008, as amended, supplemented or replaced from time to time.

“**Shareholder Agreements**” means each of the Initial Shareholder Agreements and any other agreement or agreements among any of the shareholders of Project Co or among any of the shareholders of Project Co and Project Co relating in any way to Project Co or to shares in the capital of Project Co or to the shareholders of Project Co’s ownership interests in or rights and powers with respect to Project Co, including any agreement relating to the subscription for shares in the capital of Project Co or equity (or other funding) by any person including shareholders, Project Co or any Affiliate of Project Co or a shareholder of Project Co, as supplemented, amended or replaced in accordance with this Agreement.

“**Shoulder**” means the area between the edge of the outside traffic lane and the ditch, including the components of Shoulder top, Shoulder edge and Shoulder side slope, and with the Shoulder edge being the breakpoint between the Shoulder top and the Shoulder side slope.

“**Side Protection**” means the railing, parapets or barriers of the Bridge Structure.

“**Sign**” means a lettered board, message or other display which includes all regulatory, warning, guide or informational, advisory, construction and maintenance, route markers and all special or other messages/displays under provincial jurisdiction as defined by the Province but excluding electronically controlled messages/displays, but including the sign face overlay.

“**Site Condition Rating**” has the meaning given in Section 4.8(d) of Schedule 7.

“**Site Materials**” means all materials, including soil, aggregates, gravel, rocks, coal, minerals or other deposits, excavated, arising or produced in connection with the carrying out of the Project Work on the Project Lands.

“**Site Superintendent**” means a person appointed by Project Co, any Principal Contractor or any Subcontractor to direct the work on the Project Site.

“**SkyBridge**” means the existing TransLink bridge over the Fraser River connecting SkyTrain between Surrey and New Westminster.

“**SkyTrain Tunnel**” means TransLink’s existing tunnel including portal structures, retaining walls, ventilation shafts, electrical rooms, accesses and guideways located partially within the Project Lands.

“**Snow and Ice Compound**” has the meaning given in Section 3.4.7.5(c) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Snow and Ice Removal Operations Building**” has the meaning given in Section 3.4.7.5(c) of Part 2 [Design and Construction Requirements] of Schedule 4.

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“**Special Termination Sum**” has the meaning given in Section 6.1 [Obligation to Pay Special Termination Sum] of Schedule 13.

“**Special Events**” has the meaning given in Section 1.7 [Special Events] of Part 4 of Schedule 4.

“**Specified Cost Item**” means a Cost Item identified in Appendix F [Progress Management Principles] to Schedule 10 as one in respect of which a Cost Item Progress Amount is payable only upon 100% completion thereof.

“**Specified Handover Date**” in respect of a parcel of Project Lands or Temporary Lands means the date specified as the “Specified Handover Date” for the parcel in Appendix A [Project Lands and Temporary Lands] to Schedule 8.

“**Specified Hydrotechnical Laboratory**” means Northwest Hydraulics Consultants Ltd. in North Vancouver, British Columbia.

“**Specified Road**” has the meaning given in Section 5.1(a) of Part 4 [Traffic Management] of Schedule 4.

“**SRY**” means Southern Railway of British Columbia.

“**Stakeholder**” means commuters, local residents, local businesses, goods movers, adjacent property owners, marine users, Emergency responders, and any other individuals or audiences identified as stakeholders by the Province.

“**Statement of Progress**” has the meaning given in Section 9.1(a) of Schedule 10 [Payment and Performance Mechanism].

“**Statutory Authority**” means, in defence of a Nuisance Claim, a finding by the court that Project Co has established that, at common law, private and/or public nuisance, as applicable, was an inevitable result of the exercise of statutory authority by the Province and/or BCTFA in the construction of the Project.

“**Statutory Holiday**” means a holiday as defined in the *Interpretation Act* (British Columbia).

“**Stay Cable Snow and Ice Removal System**” has the meaning given in Section 3.4.17.2(a) of Part 2 [Design and Construction Requirements] of Schedule 4.

“**Stoppage**” means an occasional, temporary interruption of traffic flow on the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street caused or directed by Project Co for the purpose of facilitating Construction.

“**Structural Health Monitoring System**” or “**SHMS**” has the meaning given in Section 1(g) of Appendix G [British Columbia Smart Infrastructure Monitoring System and BC Strong Motion Network Requirements] to Schedule 4.

“**Structures**” means any (temporary or permanent):

- (a) Tunnel, Major Culvert, Major Retaining Wall, Major Sign Structure;
- (b) multi-span Bridge, tunnel or culvert having a cumulative span of 5 metres or more;

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- (c) Bridge, tunnel or culvert (other than of corrugated metal) having a span of 1.8 metres or more and where the cover to the road surface is less than 1 metre;
- (d) corrugated metal Bridge or culvert having a span of 0.9 metres or more (irrespective of cover to the road surface);
- (e) pedestrian or cycle underpass (irrespective of span and cover to the road surface);
- (f) retaining wall, including reinforced earth, anchored earth and cribwall systems with slope between 45° and 90° to the horizontal, where the level of the fill at the back of the wall is greater than 1.5 metre above the finished ground level in front of the wall;
- (g) Sign or signal gantry or high mast for lighting, television cameras, catenary lighting systems or intelligent transportation system equipment;
- (h) buildings and weigh stations;
- (i) facing panel systems more than 1.5 metres in height; and
- (j) noise walls

forming part of the Project Infrastructure.

“**Subcontract**” means any contract entered into by a Subcontractor in relation to the provision, performance or carrying out of any Project Work.

“**Subcontractor**” means any party (other than Project Co, any Principal Contractor or BCIB) that enters into a contract in relation to the provision, performance or carrying out of any Project Work (including any contract for the supply of any Plant or Construction Plant) with:

- (a) a Principal Contractor; or
- (b) any subcontractor of any tier of a Principal Contractor; or
- (c) Project Co.

“**Substantial Completion**” means, in respect of any of the Relevant Components, the satisfactory completion, in accordance with the Design and Certification Procedure, of all Project Work required in respect of such Relevant Components in accordance with all Laws, Permits, applicable Project Requirements and other requirements applicable to such Relevant Components referred to or set out in this Agreement, to such extent as is necessary to permit the safe, uninterrupted and unobstructed public use of such Relevant Components, including but not limited to:

- (a) in the case of the Bridge Demolition, completion of all work with respect to the activities and requirements of Article 14 [Demolition, Removals and Disposal] of Part 2 to Schedule 4, except only for the restoration and landscaping, associated with Bridge Demolition, in accordance with Article 9 [Landscape and Site Restoration Design Criteria] of Part 2 of Schedule 4,

and for all other Relevant Components:

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- (b) paving of all road surfaces contained within such Relevant Components;
- (c) completion of all Structures and drainage systems contained within such Relevant Components;
- (d) full operation of all traffic lighting and signalization contained within such Relevant Components;
- (e) all permanent Pavement Markings at all intersections and on all major roads contained within such Relevant Components;
- (f) installation of all regulatory, warning and guide signing contained within such Relevant Components;
- (g) installation of all median and Roadside barrier and other safety devices contained within such Relevant Components;
- (h) completion of all Utility Work related to such Relevant Components;
- (i) all construction staging areas for such Relevant Components located on the Project Site have been returned to their original condition or a condition otherwise acceptable to the Province;
- (j) removal of all surplus material, equipment, sanitary facilities and any other Construction Plant, and all waste, material, debris, and rubbish from the portion of the Project Site containing such Relevant Components;
- (k) removal of all temporary fences and roads from the portion of the Project Site containing such Relevant Components;
- (l) leaving the Project Work applicable to the Relevant Components, the portion of the Project Site containing such Relevant Components and the Project Infrastructure comprising such Relevant Components, to the extent that such Project Infrastructure has been constructed, installed, altered, upgraded, and/or augmented by the carrying out of the Project Work in respect of the Relevant Components, in a safe and orderly condition, including by ensuring that such areas have been returned to their original condition, as applicable, or are 'broom clean' and graded to an even clean surface;
- (m) flushing clean all drainage systems on or in respect of any Project Infrastructure comprising such Relevant Components; and
- (n) removal of all graffiti from the Project Infrastructure comprising such Relevant Components,

in each case in accordance with the Project Requirements and this Agreement, and “**Substantially Completed**”, “**Substantially Completing**” and “**Substantially Complete**” have corresponding meanings.

“**Substructure**” means abutments, piers, their Foundations and protective works which form the Bridge Substructure supporting the Superstructure above.

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“**Successful Defence**” means, with respect to a Nuisance Claim, a final judgment of dismissal in favour of Project Co, which dismissal shall be based on Statutory Authority. In no event shall the term “Successful Defence” apply to a Nuisance Claim made against Project Co for which settlement has occurred unless:

- (a) as a term of such settlement the plaintiff(s) agree to a dismissal of such Nuisance Claim based on Statutory Authority;
- (b) the settlement was entered into in good faith by Project Co; and
- (c) Project Co had obtained the prior written consent of the Province, in its discretion, to such settlement.

“**Suitable Substitute Project Co**” has the meaning given in the Lenders’ Remedies Agreement.

“**Superelevation**” means the vertical rise in elevation from the outside edge of a highway surface, to the inside edge on a curving section of highway, and “**Superelevated**” has a corresponding meaning.

“**Superstructure**” means the entire Structure of a Bridge resting on the piers and abutments, consisting of stringers, decking, trusses, sidewalks, Wearing Surface and railing.

“**Supervening Event**” means any of a Compensation Event, Relief Event or Force Majeure Event.

“**Supervening Event Notice**” has the meaning given in Section 8.2(a).

“**Surveillance Quality Audit**” means Quality Audits conducted by or on behalf of the Province as contemplated in Section 4.3.3(a) of Schedule 7 [Quality Management].

“**Table of Conditions - EAC**” means the document attached as Appendix B [Table of Conditions - EAC] to Schedule 6, as amended, supplemented or replaced from time to time after the Effective Date.

“**Table of Minimum Indigenous Contracts Requirements**” has the meaning given in Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“**Table of Minimum Indigenous Employment Requirements**” has the meaning given in Section 1.1(a) of Schedule 22 [Indigenous Requirements].

“**TAF**” means a technical appraisal form substantially in the format attached as Appendix E [Sample Contents for a Structural TAF] to Schedule 4, and submitted by Project Co to the Province’s Representative in accordance with the Design and Certification Procedure.

“**Tax**” or “**Taxes**” means, from time to time, all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, deductions, withholdings, assessments and similar impositions imposed, levied, rated, collected, charged, withheld or assessed by or payable to any Governmental Authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, deductions, withholdings, assessments and similar impositions), and any other payments imposed by any Governmental Authority in lieu of any of the foregoing, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates,

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payments, assessments, withholdings, dues and other charges, and includes all PST and GST except where stated to the contrary.

“**Temporary Lands**” means those lands that Project Co may use for laydown and staging purposes but upon which no Project Infrastructure may be situated, and identified as “Temporary Lands” on the Land Identification AutoCAD Drawings.

“**Temporary Works**” means all works and things of a temporary nature of every kind required in or about the execution and completion of the Project Work.

“**Term**” means the period commencing on the Effective Date and ending at 11:59 p.m. on the date that is the later of:

- (a) the end of the period for the notification of Latent Project Work Defects in Section 2.2(b) of Schedule 5 [Project Work Defects and Warranties]; and
- (b) the completion of any work performed by Project Co to correct any Project Work Defects pursuant to Schedule 5 [Project Work Defects and Warranties].

“**Termination Date**” means the effective date of termination of this Agreement according to its terms.

“**Third Party Contractor**” means any contractor (excluding Project Co and any person for whom Project Co is in law responsible) that, on behalf of the Province or BCTFA, has carried out or will carry out work after the Effective Date in respect of the Project Infrastructure or otherwise on the Project Site, including any Other Prime Contractor as defined in Section 4.16(a).

“**Third Party Facilities**” means bus shelters, telephone facilities, kiosks, Utilities and other facilities and associated equipment, plant, materials and apparatus installed and operated or to be installed and operated on the Project Site or areas adjacent to the Project Site by any transit authority, communications provider, Utility Supplier or other third party.

“**Third Party IP**” means the Intellectual Property specifically identified as Third Party IP in Appendix C [Background IP and Third Party IP] to this Schedule that is owned by a person other than Project Co, a Principal Contractor or a Subcontractor, or any Affiliate thereof, and that and is or will be embedded in or used in connection with the Project Intellectual Property, or necessary or desirable to implement, operate or exploit the Project Intellectual Property, but which was not created or brought into existence for any of the Project Intellectual Property Purposes.

“**TI Corp**” means Transportation Investment Corporation.

“**Total Completion**” means:

- (a) the satisfactory full and final completion, in accordance with the Design and Certification Procedure, of all Project Work required in respect of the Design and Construction of the Primary Infrastructure Components and the Completion Components in accordance with all Laws, Permits, applicable Project Requirements and other requirements applicable to the Primary Infrastructure Components and the Completion Components referred to or set out in this Agreement, including the completion of the remedy of all SC1 Final Deficiency List Deficiencies and SC2 Final Deficiency List Deficiencies; and

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- (b) the satisfactory full and final completion, in accordance with the Design and Certification Procedure, of the Bridge Demolition in accordance with all Laws, Permits and applicable Project Requirements applicable to the Bridge Demolition, including Article 14 [Demolition, Removals and Disposal] of Part 2 of Schedule 4, and including the completion of the remedy of all SC3 Final Deficiency List Deficiencies,

and “**Totally Completed**”, “**Totally Completing**” and “**Totally Complete**” have corresponding meanings.

“**Total Completion Date**” means the date on which Total Completion occurs, as established by the Certificate of Total Completion.

“**Total Completion Target Date**” means the date that is six months after the later to occur of the SC3 Substantial Completion Target Date and the SC3 Substantial Completion Date, as such first mentioned date may be extended pursuant to this Agreement.

“**Traffic Control**” means the placement or erection of Signs, signals, Pavement Markings or other installations, and the use of flaggers and other personnel, for the purpose of regulating, warning or guiding traffic.

“**Traffic Control Plan**” or “**TCP**” means the sub-plan or sub-plans of the Traffic Management Plan prepared by Project Co in accordance with Section 7.2.1 [Traffic Control Plans] of Part 4 of Schedule 4.

“**Traffic Control Supervisor**” means a person appointed by Project Co in accordance with Section 8.4 [Traffic Control Supervisors] of Part 4 of Schedule 4.

“**Traffic Crash**” means sudden and unexpected vehicle collision which results in damage and/or injury, or loss of control.

“**Traffic Data**” means all information relating to traffic:

- (a) in the Reports submitted by Project Co pursuant to Schedule 17 [Records and Reports]; and
- (b) obtained by the Province by direct interrogation of the measurement equipment provided by Project Co as part of the Project Work.

“**Traffic Disruption Event**” means a Closure or Stoppage on the Pattullo Mainline, the Highway 17 Mainline, a Ramp, a Specified Road or an Other Street.

“**Traffic Engineer**” means the person appointed by Project Co in accordance with Section 8.3 [Traffic Engineer] of Part 4 of Schedule 4.

“**Traffic Engineering Report**” has the meaning given in Section 1.6 [Traffic Engineering] of Part 2 of Schedule 4.

“**Traffic Management**” means the recognition of the various situations where Traffic Control and guidance are required, and the implementation of effective procedures, including Traffic Control, to safely control and guide traffic with minimal interruptions and delays.

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“**Traffic Management Auditing**” has the meaning given in Section 4.8(b) of Schedule 7.

“**Traffic Management Communications Plan**” means the sub-plan of the Traffic Management Plan described in Section 7.2.3 [Traffic Management Communications Plan] of Part 4 of Schedule 4.

“**Traffic Management Payments**” means the payments to be made by Project Co to the Province pursuant to Section 7.2 [Calculation of Traffic Management Payments] of Schedule 10.

“**Traffic Management Plan**” or “**TMP**” means the plan prepared by Project Co in accordance with Article 7 [Traffic Management Plan] of Part 4 of Schedule 4.

“**Traffic Manager**” means the Key Individual identified by such title in Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacement as may be designated by Project Co pursuant to Section 3.3 [Key Individuals] of Schedule 2.

“**Traffic Quality Management Plan**” or “**TQMP**” means the plan for the quality management of the Traffic Management for the Project Facilities prepared by Project Co in accordance with Appendix E [Traffic Quality Management Plan] to Schedule 7.

“**TransLink**” means South Coast British Columbia Transportation Authority.

“**Travelled Lane**” means the surface of a highway:

- (a) between the painted Shoulder line on one side and the painted Shoulder line on the other side; or
- (b) in the absence of Shoulder lines, from asphalt edge to asphalt edge; or
- (c) in the absence of hard surfacing, as defined for a dirt and gravel highway,

and includes the trafficable portions of rest areas, pullout areas, parking areas, weigh scale areas, and any other vehicle-accessible portions within the highway right-of-way.

“**Tree Damage**” means any action which will cause a tree to die or to decline in health, including, but not limited to girdling, ringing, removing bark from a tree, denting, gouging, puncturing or damaging a tree trunk, poisoning, burning, undermining structural roots within the critical root zone of a tree, depositing or removing soil from the base of a tree, excessive pruning, excessive crown raising, topping, or pruning in a manner not in accordance with ANSI A300 and Best Management Practices – Tree Pruning.

“**Trespassers**” has the meaning given in Section 8.8(a).

“**Tunnels**” means any buried structure intended to convey pedestrian, wild life, farm animals or vehicular traffic, with a minimum dimension of 3 meters and including snowsheds with respect to inspection and performance requirements.

“**Unadjusted Progress Amount**” has the meaning given in Section 2.1(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**Underpass**” means a Structure carrying a road, a highway, a railway or pedestrians over a highway.

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“**Undisclosed Utilities**” means any Utilities (other than Utility Service Connections), including abandoned Utilities, located underground on the Project Site and the Project Infrastructure (and, for greater certainty, not visible on or above ground), the existence of which:

- (a) was either not disclosed, or is discovered more than two metres in any horizontal direction from the location disclosed, to Project Co in the Disclosed Data as at the Financial Submittal Date; and
- (b) Project Co does not otherwise have knowledge of, could not have discovered through the exercise of reasonable due diligence prior to the Financial Submittal Date, and could not reasonably have been anticipated from any analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date, having regard to the opportunity afforded Project Co to conduct such due diligence and analysis before the Financial Submittal Date.

“**Use As Is**” means that no action to eliminate a detected Nonconformity is needed.

“**Utilities**” means privately, publicly or cooperatively owned lines, facilities or systems for transmitting or distributing electricity, data, communications, gas, oil and petroleum products, water, storm water and sewage or other similar commodity which serve the public directly or indirectly, including underground, surface and overhead facilities as well as facilities which use common poles, ducts or conduits on a shared basis, all related and ancillary Infrastructure and all Utility Service Connections.

“**Utility Agreements**” means all agreements entered into by the Province or BCTFA with a Utility Supplier in connection with the construction, installation, operation, repair, preservation, relocation and/or maintenance of Utilities in, on, under, over or adjacent to the Project Infrastructure and the Project Site or any part thereof, and includes any site or other permits issued thereunder or pursuant thereto, all as amended, supplemented or replaced from time to time, and including the Draft Form of Agreement – Telus dated October 21, 2019, the Draft Form of Agreement – Shaw dated October 24, 2019, and the Draft Form of Agreement – Zayo dated October 24, 2019.

“**Utility Service Connections**” means:

- (a) the direct connections to the point of the utility mains (including to transmission or distribution mains) that specifically provide utility service to privately-owned properties, which include any properties owned in fee simple by a public agency or road dedication where a public agency has an agreement to operate a service within such road dedication; and
- (b) any private utilities within such privately-owned properties, which include any properties owned in fee simple by a public agency or road dedication where a public agency has an agreement to operate a service within such road dedication.

“**Utility Supplier**” means the owner of any Utility.

“**Utility Work**” means temporary and permanent installation, protection, removal and relocation works relating to Utilities carried out in connection with or as part of the Project Work and related and ancillary works.

“**Value Engineering Proposal**” has the meaning given in Section 7.4 [Value Engineering Proposals].

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“**Warranty Holdback**” has the meaning given in Section 3.2(a) of Schedule 5 [Project Work Defects and Warranties].

“**WCA**” means the *Workers Compensation Act* (British Columbia).

“**Wearing Surface**” means the surface portion of a Bridge Deck directly in contact with the wheels of vehicles.

“**Website**” has the meaning given in Section 2.1(i)(ii) of Schedule 9 [Communications and Engagement].

“**Workers’ Compensation Board**” means the Board defined in and continued under the WCA.

“**Work Method Statements**” or “**WMS**” means written management plans for critical and complex activities, processes or plans where the absence of written instructions could have a negative impact on worker safety, quality, consistency, cost or schedule, which constitute commitments of Project Co and describe how work shall be performed, inspected or tested and shall include a checklist to confirm that work is being conducted in accordance with the appropriate standard, code, specification or plan in accordance with this Agreement.

“**Works Schedule**” means the detailed schedule for design, investigation, construction, testing, commissioning, demolition and related activities within the Project Work, to be submitted by Project Co pursuant to, and as subsequently amended from time to time in accordance with, Section 1.3 [Works Schedule] of Schedule 3.

1.2 Reference Documents

- (a) The Reference Documents are referenced in this Agreement by the “Short Form” identified on Appendix A [Reference Documents] to this Schedule.
- (b) Project Co shall at all times comply with the then most current versions of all Reference Documents, provided that, if and to the extent that any amendment, supplement or replacement of or to any Reference Document after the Financial Submittal Date impacts the design, quality or scope of the Project Work or the Design or the Construction, or any part thereof:
 - (i) if and to the extent that compliance with such amendment, supplement or replacement of or to such Reference Document is required for Project Co’s continued compliance with Laws (the onus of establishing which shall be on Project Co), but without limiting Project Co’s obligation to comply with Laws, the Province shall issue a Province Change to require compliance with such amendment, supplement or replacement of or to such Reference Document and the provisions of Part 7 [Province Changes and Project Co Proposals] shall apply accordingly; and
 - (ii) in all other cases, Project Co shall not be required to comply with such amendment, supplement or replacement of or to such Reference Document unless the Province has issued a Province Change to require such compliance, in which case the provisions of Part 7 [Province Changes and Project Co Proposals] shall apply accordingly.

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**PART 2
INTERPRETATION**

This Agreement will be interpreted according to the following provisions, save to the extent that the context or the express provisions of this Agreement otherwise require:

2.1 [Not Used]

2.2 Waiver of *Contra Proferentum*

The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same, or against the party benefiting from such terms or provisions.

2.3 Headings

The table of contents, headings and sub-headings, and references to them, in this Agreement, are for convenience of reference only, do not constitute a part of this Agreement, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement.

2.4 Cross References

All references to Parts, Articles, Sections, paragraphs and Schedules are references to the relevant Parts, Articles, Sections, paragraphs and Schedules of this Agreement unless reference is made to another Agreement. Without limiting the generality of the foregoing, reference in this Agreement, or in a Schedule of this Agreement, to a Part, Article or Section refers to the applicable Part, Article or Section in this Agreement (excluding the Schedules), unless reference to a Part, Article, Section or paragraph of a particular Schedule to this Agreement is indicated.

2.5 Internal References

The words “**herein**”, “**hereof**” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, Article, Section, paragraph or Schedule of this Agreement.

2.6 Reference to Statutes and Reference Documents

- (a) Unless a reference to a statute or statutory provisions (including any subordinate legislation) refers expressly to a statute or statutory provision in effect at a particular time (in which case the reference is to the statute or statutory provision in effect at that time), references to any statute or statutory provision (including any subordinate legislation) include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same. References to any statute or statutory provisions include any applicable orders, regulations, bylaws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- (b) Unless a reference to a Reference Document refers expressly to a Reference Document in effect at a particular time (and provided that the reference to a particular name, date,

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edition, version or similar description as a “Document Name” identified for a particular Reference Document on Appendix A [Reference Documents] to this Schedule shall not constitute such an express reference), but subject to Section 1.2(b) of this Schedule, references to any Reference Document include any document which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same.

2.7 Reference to Statutory or Public Duties or Functions

References to statutory or public duties or functions are references to such duties or functions (including powers and discretions) from time to time and include any common law duties and functions (including powers and discretions).

2.8 Reference to Right or Duty of a Governmental Body

A reference to any right, power, obligation, duty or responsibility of any Governmental Authority or of any board or commission of any Governmental Authority is to the Governmental Authority or the board or commission that, pursuant to Laws, has such right, power, obligation or responsibility at the relevant time.

2.9 Time

- (a) All references to time of day are references to Pacific Standard time or Pacific Daylight Saving time, as the case may be, in Vancouver, British Columbia.
- (b) If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day.

2.10 Time of the Essence

Time is of the essence of this Agreement, and remains of the essence in respect of any extension of time given.

2.11 Number

Words importing the singular include the plural and vice versa.

2.12 Gender

Words importing a particular gender include all genders.

2.13 Reference to Office of a Governmental Body

Each reference to a minister, ministry, office, branch, agency, board, commission or similar body of any Governmental Authority shall be deemed to be a reference to any successor or replacement in function of such minister, ministry, office, branch, agency, board, commission or similar body.

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2.14 Reference to Public Organizations

Any reference to a public organization will be deemed to include a reference to any successor(s) to such public organization or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such public organization.

2.15 Persons for Whom Project Co is Responsible

A reference to a person or persons for whom Project Co is in law responsible means and is limited to: the Key Individuals; Project Co's Contracting Affiliates, officers, employees, consultants, agents, professional advisors (including legal and financial advisors) and invitees; any person over whom Project Co could reasonably be expected to exercise control; the Principal Contractors and the Subcontractors and their respective officers, employees, consultants and agents; and any other person for whom Project Co is responsible in law or by the terms of this Agreement. For certainty, notwithstanding any arrangement with respect to Employees (as such term is defined in the BCIB-Contractor Agreement and each BCIB-Subcontractor Agreement), as between the Province and Project Co, for the purposes of this Agreement only, all such Employees will be deemed to be "persons for whom Project Co is in law responsible".

2.16 Persons for Whom Province is Responsible

A reference to a person or persons for whom the Province is in law responsible means and is limited to:

- (a) BCTFA and TI Corp, but only in respect of performing functions in relation to the Project, the Project Site, the Project Infrastructure or this Agreement;
- (b) the Province's Representative in its capacity as such under this Agreement; and
- (c) employees, agents, professional advisors (including legal and financial advisors) and contractors of the Province or BCTFA (which may include Third Party Contractors) in all cases only while performing functions of, or on behalf of, the Province or BCTFA in relation to the Project, the Project Site, the Project Infrastructure or this Agreement;

but excludes Project Co and any person for whom Project Co is in law responsible pursuant to Section 2.15 [Persons for Whom Project Co is Responsible] of this Schedule.

2.17 Reference to Legal Entity

Any reference to a corporate or other legal entity includes and is also a reference to any entity that is a successor to such entity.

2.18 Currency

All monetary amounts are expressed in Canadian dollars and all amounts to be calculated and paid pursuant to this Agreement are to be calculated and paid in Canadian dollars.

2.19 [Not Used]

2.20 Costs

Without limiting Section 9.10 [Costs and Expenses], whenever this Agreement obliges the Province to pay any amount to Project Co in respect of any costs, expenses, fees, charges, liabilities, losses, claims or other sums incurred by Project Co:

- (a) such obligation will be construed as applying only to so much of such sums as have been properly incurred on an arm's length commercial basis or, where not incurred on an arm's length commercial basis (including when the payment is made to an Affiliate of Project Co), so much of them as are proper and reasonable; and
- (b) Project Co will, when requested by the Province, provide reasonable supporting evidence of such costs, expenses, fees, charges, liabilities, losses, claims or other sums.

2.21 Knowledge of Province

The Province will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of the Province's Representative or within the actual knowledge of those of the Province's employees and agents who have responsibilities in connection with the conduct of the Project or the Project Work.

2.22 Knowledge of Project Co

Without limiting the extent of its actual knowledge, Project Co will for all purposes of this Agreement be deemed to have such knowledge in respect of the Project and the Project Work as is held (or ought reasonably to be held) by all persons involved in carrying out the Project and the Project Work including Project Co, [the Partners], the Principal Contractors, any Subcontractors, and their respective officers, employees, consultants and agents, and any Proponent Team Member of the Preferred Proponent (as such terms are defined in the Request for Proposals).

2.23 Performance to Standards

Any requirement for any thing or action to be "in accordance with", "in conformity with" or "in compliance with" any standard, code, criteria, specification, guideline or other requirement or stipulation, and any requirement expressed using words or phrases of similar import, means that such thing or action is to exceed or at least equal that standard, code, criteria, specification, guideline or other requirement or stipulation.

2.24 Words of Inclusion; Mandatory Provisions

- (a) The words "**include**", "**includes**" or "**including**" are to be construed as meaning "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" and "including" shall not be considered to set forth an exhaustive list.
- (b) The words "**will**" and "**shall**" are synonymous with each other and used interchangeably herein to designate a mandatory requirement or obligation, as applicable.

2.25 General Meanings Not Restricted

General words are not given a restrictive meaning:

- (a) if they are introduced by the word “other”, by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- (b) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

2.26 Trade Meanings

Unless otherwise defined in this Agreement or the context otherwise requires, words or abbreviations which have well-known and accepted trade meanings are used in accordance with those meanings.

2.27 Decisions of the Province

Where in this Agreement:

- (a) the Province, BCTFA, the Minister or the Province’s Representative is entitled to make a decision or determination, or to grant or withhold any consent, approval or acceptance or to exercise any judgement (in this Section 2.27, any such decision, determination, grant, withholding or exercise is referred to as an “**Province Decision**”), “in its discretion” or “in the discretion” of the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, or words of similar import; or
- (b) the Province, BCTFA, the Minister or the Province’s Representative is entitled to make a Province Decision and there is neither express language conferring discretion as contemplated by Section 2.27(a) of this Schedule nor express language requiring the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, to act reasonably or not to act unreasonably,

the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, shall be entitled to make the relevant Province Decision in its sole, absolute, unfettered and subjective discretion.

2.28 All Reasonable Efforts

- (a) The expression “**all reasonable efforts**”, when used in connection with an obligation of Project Co, means taking all reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account Project Co’s obligations hereunder to mitigate delays and additional costs to the Province and BCTFA, and in any event taking no less steps and efforts than those that would be taken by a reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person’s own benefit.
- (b) The expression “**all reasonable efforts**”, when used in connection with an obligation of the Province or BCTFA, means taking all reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the

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circumstances taking into account the obligations of the Province or BCTFA, as the case may be, hereunder to mitigate delays and additional costs to Project Co, and in any event taking no less steps and efforts than those that would be taken by a reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person's own benefit, provided that the foregoing shall not require the Province or BCTFA to:

- (i) take any action which is contrary to the public interest or decline, refrain or abstain from taking any action which is in the public interest, as determined by the Province or BCTFA in its discretion;
- (ii) exercise or refrain, decline or abstain from exercising any statutory or administrative law power, authority or discretion; or
- (iii) undertake any mitigation measure that might be available arising out of its status as the Crown or as a legislative or public body that would not normally be available to a private commercial party.

2.29 Accounting Terms

All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP, consistently applied.

2.30 Severability

Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

2.31 No Derogation from Laws

No provision of this Agreement is intended to derogate from or be inconsistent with or in conflict with any Laws and no provision of this Agreement shall be interpreted in a manner as to result in any such derogation, inconsistency or conflict and, if any such provision is found by a court of competent jurisdiction to be inconsistent with or in conflict with any Laws, the applicable Laws will prevail and such provision will be read down or rendered inoperative (either generally or in such particular situation, as appropriate), to the extent of such conflict or inconsistency, as the case may be and, if any such provision is found by a court of competent jurisdiction to derogate from any Laws, then such provision will be read down or rendered inoperative (either generally or in such particular situation, as appropriate) to the extent of the derogation.

2.32 [Not Used]

2.33 Principles for Resolving Conflicts within Documents

In the case of any conflict, ambiguity or inconsistency between or among any of the provisions within the main body of this Agreement or any of the Schedules hereto, including any conflict, ambiguity or inconsistency between or among any of the provisions within Schedule 4 or any of the Project Requirements, the following principles will apply unless the matter is expressly addressed elsewhere in this Agreement:

- (a) in the case of any conflict, ambiguity or inconsistency relating to the quality, manner or method of performing the Project Work, the provisions (including any part of the Proposal Extracts) establishing the higher quality, manner or method of performing the Project Work, using the more stringent standards, or the broader scope of the Project Work will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, durability, performance and service will govern;
- (b) in the case of any conflict, ambiguity or inconsistency relating to the application of any codes and standards referred to in the Project Requirements, Project Co shall promptly provide the Province's Representative with written notice including full particulars of the conflict, ambiguity or inconsistency and the conflict, ambiguity or inconsistency shall be resolved in accordance with a written direction given by the Province to Project Co, which shall be given as soon as reasonably practicable after receipt by the Province's Representative of such notice from Project Co;
- (c) in the case of any conflict, ambiguity or inconsistency between or among the Proposal Extracts and any other provision of this Agreement, the provision of this Agreement or the relevant part or parts thereof shall prevail unless in the discretion of the Province and by written direction given by the Province to Project Co (which direction shall be given as soon as reasonably practicable after, and in any event within 15 Business Days after, the Province's Representative receives written notice of such conflict, ambiguity or inconsistency from Project Co) the Province confirms that the relevant Proposal Extract or the relevant part or parts thereof shall prevail; and
- (d) in the case of any dispute regarding other conflict, ambiguity or inconsistency, the dispute will be resolved in accordance with the Dispute Resolution Procedure applying accepted rules of contract interpretation.

2.34 No Additional Payments or Time

Project Co will not be entitled to any additional payment, reduction in any payment to be made by Project Co or extension of time under this Agreement as a result of the existence of any conflict, ambiguity or inconsistency referred to in Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule or as a result of giving effect to any resolution of any such conflict, ambiguity or inconsistency pursuant to Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule (whether by the terms of Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule, by agreement between the Province and Project Co, or pursuant to the Dispute Resolution Procedure).

2.35 [Not Used]

2.36 Financial Model

Except where expressly referred to, the Financial Model and its contents shall not be used to interpret this Agreement or the other Province Project Documents and shall not affect the meaning of this Agreement or the other Province Project Documents.

**PATTULLO BRIDGE REPLACEMENT PROJECT
PROJECT AGREEMENT
SCHEDULE 1: DEFINITIONS AND INTERPRETATION**

**Commercial in Confidence
Execution**

**APPENDIX A
REFERENCE DOCUMENTS**

Short Form	Document Name
AASHTO/AWS D1.5M	AASHTO/AWS D1.5M <i>Bridge Welding Code</i> , November 3, 2015.
AASHTO LRFD Bridge Design Specifications	AASHTO <i>LRFD Bridge Design Specifications</i> , 8th Edition, 2017
AASHTO LRFD Bridge Construction Specifications	AASHTO <i>LRFD Bridge Construction Specifications</i> , 4th Edition, 2017
AASHTO MASH	AASHTO <i>Manual for Assessing Safety Hardware</i> , Second Edition, 2016.
AASHTO Roadside Design Guide	AASHTO <i>Roadside Design Guide</i> , 2011.
AASHTO Seismic Guide Specifications	AASHTO <i>Seismic Guide Specifications for LRFD Bridge Design (2nd Edition)</i> with 2012, 2014, and 2015 Interim Revisions
AASHTO Specifications for Concrete Bridge Superstructures	AASHTO <i>Guide Specifications for Thermal Effects in Concrete Bridge Superstructures</i> , 1989.
AASHTO Specifications for Segmental Bridges	AASHTO <i>Guide Specifications for Design and Construction of Segmental Concrete Bridges</i> , 2003.
AASHTO Specifications for Steel Bridge Members	AASHTO <i>Guide Specifications for Fracture Critical Non-Redundant Steel Bridge Members</i> , 1996.
AASHTO Standard Specifications	AASHTO <i>Standard Specifications for Highway Bridges</i> , 17th Edition, 2002, (including interim revisions).
Amphibian and Reptile Conservation Guidelines	Government of British Columbia <i>Guidelines for Amphibian and Reptile Conservation during Urban and Rural Land Development in British Columbia (2014)</i> .
Amphibian and Reptile Salvage BMPs	BC Ministry of Forest, Lands and Natural Resource Operations <i>Best Management Practices For Amphibian And Reptile Salvages In British Columbia</i> Version 1.0, June 2016.
ANSI/TIA-758-B	Telecommunications Industry Association <i>Customer-Owned Outside Plant Telecommunications Infrastructure Standard</i> , March 2012.
ANSI A300	American National Standards Institute, Inc. <i>ANSI A300 Part 1 Pruning</i> , 2017.
ANSI C136.31	American National Standards Institute, Inc. <i>American National Standard for Roadway and Area Lighting Equipment-Luminaire Vibration</i> , 2011.
API 5L	American Petroleum Institute <i>Specification for Line Pipe</i> , 46 th Edition, April 2018.
Archaeological Handbook	BC Ministry of Small Business, Tourism and Culture, Archaeology Branch <i>British Columbia Archaeological Resource Management Handbook</i> , February 1998.
Archaeological Impact Assessment Guidelines	BC Ministry of Small Business, Tourism and Culture, Archaeology Branch <i>BC Archaeological Impact Assessment Guidelines</i> , Revised October 1998.
ASCE Guidelines	American Society of Civil Engineers <i>Guidelines for the Design of Cable-Stayed Bridges</i> , 1992.
ASME A17.1-2013/CSA B44-13	American Society of Mechanical Engineers A17.1-2013/CSA B44-13, <i>Safety Code for Elevators and Escalators</i> , October 2013
ASTM A123	ASTM A123 / A123M - 17 <i>Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products</i> , 2017.

PATTULLO BRIDGE REPLACEMENT PROJECT
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SCHEDULE 1: DEFINITIONS AND INTERPRETATION
Appendix A: Reference Documents

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Short Form	Document Name
ASTM A193	ASTM A193-17 <i>Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications</i> , 2017.
ASTM A252-10	ASTM A252-10 <i>Standard Specification for Welded and Seamless Steel Pipe Piles</i> , 2010.
ASTM A416	ASTM A416 / A416M-16-17a <i>Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete</i> , 2017.
ASTM A653	ASTM A653 / A653M-17 <i>Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process</i> , November 1, 2017..
ASTM C117	ASTM C117-17, <i>Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing</i> , 2017..
ASTM C136	ASTM C136, <i>Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates</i> , 2014.
ASTM D1143	ASTM D1143 / D1143M-07(2013) <i>Standard Test Methods for Deep Foundations Under Static Axial Compressive Load</i> , 2013.
ASTM D1621	ASTM D1621-16 <i>Standard Test Method for Compressive Properties of Rigid Cellular Plastics</i> , 2016.
ASTM D2244	ASTM D2244-16, <i>Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates</i> , 2016.
ASTM D3035	ASTM D3035-15, <i>Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter</i> , 2015.
ASTM D3689	ASTM D3689, <i>Standard Test Methods for Deep Foundations Under Static Axial Tensile Load</i> , July 2013.
ASTM D4694	ASTM D4694-15, <i>Standard Test Method for Deflections with a Falling-Weight-Type Impulse Load Device</i> , September 2015.
ASTM D4695	ASTM D4695-15, <i>Standard Guide for General Pavement Deflection Measurements</i> , March 2015.
ASTM D4956	ASTM D4956-17, <i>Standard Specification for Retroreflective Sheeting for Traffic Control</i> , 2017.
ASTM D7585/D7585-10	ASTM D7585 / D7585M-10(2015), <i>Standard Practice for Evaluating Retroreflective Pavement Marking Using Portable Hand Operated Instruments</i> , 2015.
ASTM D913	ASTM D913-15 <i>Standard Practice for Evaluating Degree of Traffic Marking Line Wear</i> , 2015.
ASTM F714	ASTM F714-13, <i>Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter</i> , 2013.
Asphalt Institute MS-17	Asphalt Institute MS-17 <i>Asphalt Overlays for Highway and Street Pavement Rehabilitation 3rd Edition No.17 (MS 17)</i> , 2001.
ATC-32	ATC-32 <i>Improved Seismic Design Criteria for California Bridges: Provisional Recommendations</i> , 1996.
ATC-49	MCEER/ATC-49 <i>Recommended LFRD Guidelines for the Seismic Design of Highway Bridges</i> , 2003.

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Short Form	Document Name
BC Ambient Air Quality Objectives	Province of British Columbia <i>British Columbia Ambient Air Quality Objectives</i> Updated May 9, 2018
BC Building Code	<i>British Columbia Building Code</i> , 2018.
BC MOTI Form H0053	BC Ministry of Transportation <i>Form H0053 Bridge Construction Pile Driving Record</i> , June 2001.
BC Supplement to CAN/CSA-S6	BC Ministry of Transportation <i>Bridge Standards and Procedures Manual – Volume 1 – Supplement to CAN/CSA-S6-14</i> , October 28, 2016.
BC Supplement to TAC	BC Ministry of Transportation <i>Supplement to TAC Geometric Design Guide (BCTAC)</i> , 2019 3 rd Edition.
Best Management Practices – Tree Pruning	International Society of Arboriculture, <i>Best Management Practices – Tree Pruning</i> , Second Edition.
Bicycle Traffic Control Guidelines	Transportation Association of Canada <i>Bikeway Traffic Control Guidelines for Canada</i> , 2012.
Blue Book	BC Road Builders and Heavy Construction Association <i>The Blue Book Equipment Rental Rate Guide</i> .
BMIS Data Dictionary	BC Ministry of Transportation <i>BMIS Data Dictionary</i>
BMIS User Manual	BC Ministry of Transportation <i>Bridge Management Information System User Manual</i> , 2015.
Bridge Standards and Procedures Manual	BC Ministry of Transportation <i>Bridge Standards and Procedures Manual</i> , various to 2016.
BS EN Eurocodes	British Standards Institution, <i>Eurocodes EN 1990 – EN 1999 (including UK National Annexes)</i> , 2002 – 2009.
CAN/CSA-A23.1-04/A23.2-04	CAN/CSA-A23.1-04/A23.2-04, <i>Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete</i> , 2014.
CAN/CSA A23.4	CAN/CSA A23.4-16, <i>Precast concrete - Materials and construction</i> , 2016.
CAN/CSA A283	CAN/CSA A283, <i>Qualification Code for Concrete Testing Laboratories</i> , 2006, Reaffirmed in 2016.
CAN/CSA-B72-M87	CAN/CSA-B72-M87, <i>Installation Code for Lightning Protection Systems</i> , 1987 (reaffirmed 2013).
CAN/CSA-C22.2 No. 60529	CAN/CSA-C22.2 No. 60529:16, <i>Degrees of protection provided by enclosures (IP Code)</i> , 2016.
CAN/CSA-S6	<i>Canadian Highway Bridge Design Code</i> , CAN/CSA-S6-14, 2014.
CAN/CSA-W47.1	CAN/CSA-W47.1 <i>Fusion Welding of Steel Company Certification</i> , 2009. (Reaffirmed 2014).
CAN/CSA-W59	CAN/CSA-W59, <i>Welded Steel Construction (Metal Arc Welding)</i> , 2013.
CAN/CSA W178.1	CAN/CSA W178.1, <i>Certification of Welding Inspection Organizations</i> , 2018.
CAN/CSA W178.2	CAN/CSA W178.2, <i>Certification of Welding Inspectors</i> , 2018.
CAN/CSA-Z768-01	CAN/CSA-Z768-01, <i>Phase 1 Environmental Site Assessment</i> , 2001 (reaffirmed 2016)
CAN/ULC-S102.2-10	CAN/ULC-S102.2-10 <i>Standard Method of Test for Surface Burning Characteristics of building Materials and Assemblies</i> , 2010.

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Short Form	Document Name
Canada Occupational Health and Safety Regulations	Canada Occupational Health and Safety Regulations, SOR/86-304.
Canada-wide Standards for Particulate Matter and Ozone	Canadian Council of Ministers of the Environment <i>Canada-Wide Standards for Particulate Matter and Ozone</i> , 2012 Final Report.
Canadian Foundation Engineering Manual	Canadian Geotechnical Society <i>Canadian Foundation Engineering Manual – 4th Edition</i> , 2006.
Canutec Emergency Response Guidebook	Transport Canada Response and Operations Division <i>Canutec Emergency Response Guidebook</i> , 2016.
CAPA IPP Standards	Canadian Access and Privacy Association <i>Information and Privacy Professional (IPP), Professional Standards/Competencies</i> , March 27, 2007.
Catalogue of Standard Traffic Signs	BC Ministry of Transportation <i>Catalogue of Standard Traffic Signs</i> .
City of New Westminster Tree Protection Bylaw	City of New Westminster <i>Bylaw No. 7799, 2016</i>
City of New Westminster Design Criteria Manual	City of New Westminster <i>Design Criteria</i> May 29, 2006 (last updated February 1, 2007)
City of New Westminster Construction Traffic Control Guidelines for Pedestrians and Cyclists	City of New Westminster <i>Draft Construction Work Zone Traffic Control Guidelines for Pedestrians and Cyclists</i> Attachments 1 and 2.
City of Surrey Design Criteria Manual	City of Surrey <i>Design Criteria Manual</i> January 2016 (updated July 11, 2016)
City of Surrey Tree Protection Bylaw	City of Surrey <i>Tree Protection Bylaw</i> , 2006 No. 16100
CMT Handbook	BC Ministry of Small Business, Tourism and Culture, Archaeology Branch <i>Culturally Modified Trees of British Columbia - A Handbook for the Identification and Recording of Culturally Modified Trees</i> , March 2001.
CN Sightlines Drawing	CN Operators Viewing Platform Drawing - June 2019
Compatibility Requirements for S/M Instruments	A. Rosenberger <i>Compatibility Requirements for S/M instruments in the BC Strong Motion Network</i> , Rev 1.1, December 2009.
CTA Cost Apportionment Guidelines	Canadian Transportation Agency <i>Apportionment of Costs of Grade Separations: A Resource Tool</i> , November 2011.
Culvert and Fish Passage Fact Sheet	BC Ministry of Transportation <i>Culvert and Fish Passage Information Sheet</i> , May 2013.
DBSS	BC Ministry of Transportation and Infrastructure <i>2018 Design-Build Standard Specifications for Highway Construction</i> , Adopted November 1, 2018.
Design Manual for Bicycle Traffic	CROW <i>Design Manual for Bicycle Traffic</i> , 2017
Develop with Care Environmental Guidelines	Government of British Columbia <i>Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia</i> , 2014.
DFO Fisheries Protection Policy Statement	Department of Fisheries and Oceans, Canada <i>Fisheries Protection Policy Statement</i> , October 2013.
DFO Measures to Avoid Causing Harm to Fish and Fish Habitat	Department of Fisheries and Oceans, Canada <i>Measures to Avoid Causing Harm to Fish and Fish Habitat</i> , November 2013. (modified: Dec.14,2018)
Dredge Management Guidelines	Fraser River Estuary Management Program <i>Dredge Management Guidelines</i> , 2005. (modified: Nov. 2016)

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Short Form	Document Name
Earthquake Scenario Technical Memorandum	Golder Associates Ltd. <i>Earthquake Scenario Spectra and Acceleration Time-Histories 2,475-Yr, 975-Yr and 475-Yr Return Periods, Massey Tunnel Replacement Project, Delta, British Columbia</i> March 7, 2016.
EGBC Independent Review Guidelines	EGBC <i>Quality Management Guidelines - Documented Independent Review of Structural Designs</i> , Version 1.4, January 9, 2018.
EGBC Landslide Guidelines	EGBC <i>Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in BC</i> , Revised May 2010.
EGBC Climate Change – Resilient Design	EGBC <i>Professional Practice Guidelines, Developing Climate Change – Resilient Designs for Highway Infrastructure in British Columbia (Interim) V1.0</i> .
Electrical and Signing Materials Standards	BC Ministry of Transportation <i>Electrical and Signing Materials Standards (Draft)</i> , 2003 and including Volume 1 updated June 2014.
Electrical and Traffic Engineering Manual	BC Ministry of Transportation <i>Electrical and Traffic Engineering Manual – Guidelines for the Design of Lighting, Signal and Sign Installation</i> , 2013.
Electrical Maintenance Specifications - Service Area 6	BC Ministry of Transportation, <i>Electrical Maintenance Specifications and Local Area Specifications for Service Area 6</i> , 2014.
Environmental Best Management Practices for Highway Maintenance Activities	BC Ministry of Transportation and Infrastructure <i>Environmental Best Practices for Highway Maintenance Activities</i> , January 2018.
FHWA Circular No. 7	U.S. Department of Transportation Federal Highway Administration <i>Geotechnical Engineering Circular No. 7: Soil Nail Walls Reference Manual 7th Edition</i> , 2015.
FHWA Circular No. 21	U.S. Department of Transportation Federal Highway Administration <i>Design of Bridge Deck Drainage, Hydraulic Engineering Circular No. 21</i> , 1993.
FHWA-14 Classification System	U.S. Department of Transportation Federal Highway Administration <i>Traffic Monitoring Guide Appendix C</i> , Updated October 2016.
FHWA Guidelines	U.S. Department of Transportation Federal Highway Administration <i>Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I and II</i> , 2010.
FHWA HEC-18	FHWA HEC-18 <i>Evaluating Scour at Bridges (5th Edition) Hydraulic Engineering Circular No. 18</i> , April 2012.
FHWA HEC-20	FHWA HEC-20 <i>Stream Stability at Highway Structures (4th Edition) Hydraulic Engineering Circular No. 20</i> , April 2012.
FHWA HEC-23	FHWA HEC-23 <i>Bridge Scour and Stream Instability Countermeasures: Experience, Selection, and Design Guidance (3rd Edition) Hydraulic Engineering Circular No. 23</i> , Volume 1, Sept 2009.
FHWA Post-Tensioning Tendon Installation and Grouting Manual	U.S. Department of Transportation Federal Highway Administration <i>Post-Tensioning Tendon Installation and Grouting Manual</i> , May 2013.
FHWA Systems Engineering Process for Intelligent Transportation Systems	U.S. Department of Transportation Federal Highway Administration <i>Systems Engineering for Intelligent Transportation Systems</i> , 2007.
Grade Crossing Regulations	Transport Canada <i>Grade Crossings Regulations</i> , June 2019.
Grade Crossing Standards	Transport Canada <i>Grade Crossings Standards</i> , July 2014 Updated January 2019.
Heavy Metal Memorandum of Understanding	BC Ministry of Transportation and BC Ministry of Environment <i>Clarification of Independent Remediation Requirements for Selected Heavy Metals at Ministry of Transportation Active Roadway Sites</i> , July 11, 2001.

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Short Form	Document Name
Highway Capacity Manual	Transportation Research Board <i>Highway Capacity Manual, Sixth Edition: A Guide for Multimodal Mobility Analysis</i> , 2016.
Highway 17 Winter Maintenance Specifications	Province, BCTFA and FTG Fraser Transportation Group Partnership <i>South Fraser Perimeter Road Concession Agreement, Section 8 [Winter Operation and Maintenance] of Appendix A to Schedule 5</i> , July 14, 2010.
IES Lighting Handbook	Illuminating Engineering Society, <i>The Lighting Handbook</i> , Tenth Edition.
ITS Architecture for Canada	Transport Canada <i>ITS Architecture for Canada</i> , Release 2.0.
Instream Works – Standards and Best Practices	BC Ministry of Water, Land and Air <i>Standards and Best Practices for Instream Works</i> , March 2004.
Instream Work Windows	BC Ministry of Environment, Lower Mainland Region <i>Guidelines for Reduced Risk Instream Work Windows</i> , March 2006.
Internet Accelerograph Paper	Andreas Rosenberger <i>Internet Accelerograph: Realtime Signal Processing in V2.0, Rev 2.2 (June 2005), 2.3 (June 2006)</i> , February 25, 2010. in
ISO 12944	<i>ISO 12944: 1998 International Standard, Paints and varnishes – Corrosion protection of steel structures by protective paint systems (revised 2017)</i> .
ITE Data Dictionary	Institute of Transportation Engineers <i>Guide to Traffic Management Data Dictionary (TMDD) Standard v3.0 for Traffic Management Center- to-Center Communication</i> .
ITE Message Set	Institute of Transportation Engineers <i>Traffic Management Data Dictionary (TMDD) and Message Sets for External Traffic Management Center Communications (MS/ETMCC) v2.1</i> , 2014.
ITE Temporary Traffic Control Guidelines	Institute of Transportation Engineers <i>Guidelines for In-Service Road Safety Operational Review of Temporary Traffic Control</i> , 2004.
Landscape Irrigation Standards	Irrigation Industry Association of British Columbia <i>Standards for Landscape Irrigation Systems</i> , January 2008.
Landscape Policy and Design Standards	BC Ministry of Transportation <i>Landscape Policy and Design Standards</i> , 1991.
Maintenance Specifications - Service Area 6	BC Ministry of Transportation and Infrastructure <i>General Specifications and Local Area Specifications for Service Area 6</i> , October 2018/2019.
Manual of Aesthetic Design Practice	BC Ministry of Transportation <i>Manual of Aesthetic Design Practice</i> , 1991.
Manual of Standard Traffic Signs and Pavement Markings	BC Ministry of Transportation <i>Manual of Standard Traffic Signs and Pavement Markings</i> , September 2000.
Metro Vancouver Ambient Air Quality Objectives	Metro Vancouver <i>Metro Vancouver Ambient Air Quality Objectives Updated</i> June 2018.
Metro Vancouver Stormwater Design Guidelines	Metro Vancouver <i>Stormwater Source Control Design Guidelines</i> 2012.
Ministry Jurisdictional Atlas	BC Ministry of Transportation <i>Lower Mainland – Howe Sound District Jurisdictional Atlas, Corporation of Delta and City of Richmond</i> .
MMCD	Master Municipal Construction Documents Association <i>MMCD Platinum Volume II – General Condition, Specifications, and Standard Detail Drawings</i> , 2009.
NACTO Urban Bikeway Design Guide	<i>The NACTO Urban Bikeway Design Guide</i> , Second Edition, March 2014.
National Building Code	National Research Council of Canada <i>National Building Code of Canada</i> , 2015.

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NCHRP Report 350	National Cooperative Highway Research Program (NCHRP) <i>Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features.</i>
NEMA Standards Publication TS 4-2016	National Electrical Manufacturers Association <i>Hardware Standards for Dynamic Message Signs (DMS) With NTCIP Requirements</i> , 2016.
Noise Policy	BC Ministry of Transportation and Infrastructure <i>Policy for Assessing and Mitigating Noise Impacts from New and Upgraded Numbered Highways</i> , April 2014 (Revised October 27, 2016).
NTCIP	<i>National Transportation Communications for ITS Protocol</i> and Addenda.
Nursery Stock Standards	Canadian Nursery Landscape Association <i>Canadian Standards for Nursery Stock</i> , 9th Edition, February 28, 2017.
Oregon F-Mix Interim Report	Oregon Department of Transportation <i>Interim Report SPR 371 Development of Maintenance Practices for Oregon F-Mix</i> , August 1999.
Pavement Surface Condition Rating Manual	BC Ministry of Transportation <i>Pavement Surface Condition Rating Manual</i> , Fifth Edition August 2016.
PBR Bridge Road Watermain	City of Surrey <i>Contract 1218-005-21 Bridge Road Watermain Replacement (Drawings)</i> , August 2019.
PBR Bridgeview Intersection	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Bridgeview Intersection</i> , January 2019.
PBR Design Hour Traffic Volumes	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Design Hour Traffic Volumes</i> , May 2019.
PBR Directional Signage Strategy	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Directional Signage Strategy</i> , November 2018.
PBR Hydraulic Design Criteria	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Hydraulic Design Criteria</i> , August 2019.
PBR Hydraulic Model Nodes	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Hydraulic Model Nodes</i> , November 2018.
PBR KGB/BD Design Hour Traffic Volumes	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Design Hour Traffic Volumes King George Boulevard Intersection with Bridgeview Drive</i> , June 2019.
PBR Laning Schematic	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Laning Schematic</i> , April 2019.
PBR Laning Schematic – Future Six Lane Configuration	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Laning Schematic - Future Six Lane Configuration</i> , April 2019.
PBR Navigation Clearance Drawing	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project – New Fraser River Bridge – Navigation Clearance Drawing, NAV-0001, Rev A (PDF)</i> , November 2018.
PBR Pedestrian and Cyclist Facilities	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Pedestrian and Cyclist Facilities</i> , May 2019.
PBR Protected Trees	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Protected Trees, New Westminster; Drawing No. SK-C-436 Rev A</i> , November 2018.
PBR South Approach Area	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project - South Approach Area</i> May 2019.

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PBR Urban Integration Requirements	BC Ministry of Transportation and Infrastructure <i>PBR Urban Integration Requirements (Draft)</i> , August 2019.
PBR Works Restrictions	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: AutoCAD drawing PBR Work Restrictions-November 2019.dwg</i> .
PCI MNL-116	Precast/Prestressed Concrete Institute (PCI) MNL-116-99, <i>Manual for Quality Control for Plants and Production of Structural Precast Concrete Products, Fourth Edition</i> .
PCI MNL-117	Precast/Prestressed Concrete Institute (PCI) MNL-117-13, <i>Manual For Quality Control for Plants and Production of Architectural Precast Concrete Products, Fourth Edition</i> .
Pedestrian Crossing Control Manual	BC Ministry of Transportation <i>Pedestrian Crossing Control Manual for British Columbia</i> , 1994.
PIEVC Engineering Protocol for Infrastructure Vulnerability Assessment and Adaptation to a Changing Climate	Engineers Canada <i>PIEVC Engineering Protocol for Infrastructure Vulnerability Assessment and Adaptation to a Changing Climate, Principles and Guidelines</i> Version PG-10.1 June 2016
Pile Driving BMPs	Department of Fisheries and Oceans Canada and BC Marine and Pile Driving Contractors Association <i>Best Management Practices for Pile Driving</i> , March 2003.
Portland Cement Specification	Ontario Ministry of Transportation <i>Manual for Condition Rating of Rigid Pavements - Concrete Surface and Composite Distress</i> Manifestation, 1995.
Port Mann Bridge Snow Removal and Ice Management System Reference Document	BC Ministry of Transportation and Infrastructure <i>Pattullo Bridge Replacement Project: Port Mann Bridge Snow Removal and Ice Management System Reference Document</i> , October 2018.
PTI M50.2	Post-Tensioning Institute <i>Anchorage Zone Design</i> , 2000.
PTI/ASBI M50.3	Post-Tensioning Institute (PTI) and American Segmental Bridge Institute (ASBI), <i>Guide Specification for Grouted Post-Tensioning</i> , August 2012.
PTI M55.1	Post-Tensioning Institute (PTI), <i>Specification for Grouting of Post-Tensioned Structures</i> , June 2013.
PTI DC45.1	Post-Tensioning Institute (PTI) <i>Recommendations for Stay-Cable Design, Testing and Installation</i> , September 2018.
Public Participation Plan	Office of the Auditor General of British Columbia <i>Public Participation: Principles and Best Practices for British Columbia</i> , November 2008.
Raptor Conservation BMPs	BC Ministry of Environment <i>Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia</i> 2013.
Recognized Products List	BC Ministry of Transportation <i>Recognized Products List</i> , January 1, 2019 Edition.
Riparian Restoration Guidelines	BC Ministry of Environment <i>Riparian Restoration Guidelines</i> , March 2008
Road/Railway Grade Crossings Technical Standard	<i>Draft RTD 10 Road/Railway Grade Crossings Technical Standards and Inspection, Testing and Maintenance Requirements</i> , October 24, 2002.
Road Safety Audit Guidelines	BC Ministry of Transportation <i>Road Safety Audit Guidelines</i> , April 1, 2004.
Road Salt Code of Practice	Environment Canada <i>Code of Practice for the Environmental Management of Road Salts</i> , April 2004.
Security Schedule	Ministry of Transportation and Infrastructure <i>Security Schedule</i> , August 2019.

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Seismic Design Guidelines for Dikes	Ministry of Forests, Lands and Natural Resource Operations Flood Safety Section <i>Seismic Design Guidelines For Dikes 2nd Edition</i> , June 2014.
Seismic Retrofit Manual	BC Ministry of Transportation <i>Bridge Standards and Procedures Manual – Volume 1 Section 4 – Seismic Retrofit Design Criteria</i> , 2016.
SkyTrain Limits of Approach	SkyTrain Limits of Approach - Safety Requirements for Work Near Automated Trains and Infrastructure, February 20, 2018.
Standard Electrical Equipment Maintenance Manual	BC Ministry of Transportation <i>DRAFT Maintenance Manual for Standard Electrical Equipment</i> , March 2001.
Standard Highway Sign Specifications	BC Ministry of Transportation <i>Specifications for Standard Highway Sign Materials, Fabrication and Supply</i> , April 2004.
Stormwater Design Guidelines - MV	Metro Vancouver <i>Stormwater Source Control Design Guidelines</i> , 2012.
Stormwater Planning Guidebook	BC Ministry of Water, Land and Air Protection <i>Stormwater Planning: A Guidebook for British Columbia</i> , May 2002.
Structure Parameters for Delivery by Engineers-of-Record on Ministry Projects	South Coast Region, <i>Structure Parameters for Delivery by Engineers-of-Record on Ministry Projects</i> , December 11, 2008.
Systems Engineering Process	Federal Highway Administration (FHWA) <i>Systems Engineering Guidebook for Intelligent Transportation Systems, Version 3.0</i> , November 2009
TAC Bikeway Traffic Control Guidelines	Transportation Association of Canada <i>Bikeway Traffic Control Guidelines for Canada</i> , 2012.
TAC Geometric Design Guide	Transportation Association of Canada <i>Geometric Design Guide for Canadian Roads</i> , 2017.
TAC Manual of Uniform Traffic Control Devices	Transportation Association of Canada <i>Manual of Uniform Traffic Control Devices for Canada</i> , 2014.
TAC Road Safety Audit Guide	Transportation Association of Canada <i>Canadian Road Safety Audit Guide</i> , 2001.
TAC Roadway Lighting Design Guide	Transportation Association of Canada <i>Guide for the Design of Roadway Lighting</i> , 2006.
TAC Salt Management Guide	Transportation Association of Canada <i>Salt Management Guide</i> , 2013.
Technical Bulletin TE-2000-03	BC Ministry of Transportation <i>Sign Illumination</i> , Technical Bulletin TE-2000-03.
Technical Bulletin TE-2001-02	BC Ministry of Transportation <i>Advance Warning Sign Placement and Timing in Construction Zones</i> , Technical Bulletin TE-2001-02.
Technical Bulletin TE-2001-06	BC Ministry of Transportation <i>Clarification of the Use of Reflective Tape Borders on Traffic Signal Backboards</i> , Technical Bulletin TE-2001-06.
Technical Bulletin TE-2001-07	BC Ministry of Transportation <i>Vehicle Underpass Lighting</i> , Technical Bulletin TE-2001-07.
Technical Bulletin TE-2001-08	BC Ministry of Transportation <i>Design Criteria for All Cantilever, Sign Bridge and Custom Pole Structures</i> , Technical Bulletin TE-2001-08.
Technical Bulletin TE-2002-01	BC Ministry of Transportation <i>Audible Effects of High Visibility Delineation</i> , Technical Bulletin TE-2002-01.
Technical Bulletin TE-2002-03	BC Ministry of Transportation <i>Post Mounted Flasher Application</i> , Technical Bulletin TE-2002-03.

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Short Form	Document Name
Technical Bulletin TE-2002-07	BC Ministry of Transportation <i>Interim Bicycle Guidelines for Traffic Signals</i> Technical Bulletin TE-2002-07.
Technical Bulletin TE-2004-01	BC Ministry of Transportation <i>Revisions to Electrical and Traffic Engineering Manual (December 2003)</i> , Technical Bulletin TE-2004-01.
Technical Bulletin TE-2005-02	BC Ministry of Transportation <i>Revisions to Electrical and Traffic Engineering Manual (December 2003)</i> , Technical Bulletin TE-2005-02.
Technical Bulletin TE-2005-04	BC Ministry of Transportation <i>Web Camera Design, Installation and Commissioning Specifications</i> , Technical Bulletin TE-2005-04.
Technical Bulletin TE-2005-05	BC Ministry of Transportation <i>Lane Use Signs and Pavement Markings at Multi-Lane Roundabouts</i> , Technical Bulletin TE-2005-05.
Technical Bulletin TE-2005-07	BC Ministry of Transportation <i>Clarification of the Use of Green Arrow Signal Displays on Traffic Signals at Interchanges</i> , Technical Bulletin TE-2005-07.
Technical Bulletin TE-2005-09	BC Ministry of Transportation <i>Revisions to Electrical and Traffic Engineering Manual (December 2003)</i> , Technical Bulletin TE-2005-09.
Technical Bulletin TE-2006-01	BC Ministry of Transportation <i>Uninterruptible Power Supplies (UPS) at Signalized Intersections and at Traffic Control or Warning Devices Interconnected with Railways</i> , Technical Bulletin TE-2006-01.
Technical Bulletin TE-2006-03	BC Ministry of Transportation <i>Traffic Signal Uninterruptible Power Supply Material Standards</i> , Technical Bulletin TE-2006-03.
Technical Bulletin TE-2006-04	BC Ministry of Transportation <i>Traffic Signal Uninterruptible Power Supply Maintenance Standards</i> , Technical Bulletin TE-2006-04.
Technical Bulletin TE-2006-05	BC Ministry of Transportation <i>Use of Countdown Pedestrian Signals</i> , Technical Bulletin TE-2006-05.
Technical Bulletin TE-2007-02	BC Ministry of Transportation <i>Traffic Signal/Railway Signal Interconnects</i> , Technical Bulletin TE-2007-02.
Technical Bulletin TE-2007-03	BC Ministry of Transportation <i>Communication Conduit</i> , Technical Bulletin TE-2007-03.
Technical Circular T-01/06	BC Ministry of Transportation <i>Text Based “Do Not Enter” and “Wrong Way” Signs – Application at Interchanges</i> , February 15, 2006.
Technical Circular T-01/15	BC Ministry of Transportation and Infrastructure <i>Pavement Structure Design Guidelines</i> , January 26, 2015.
Technical Circular T-02/04	BC Ministry of Transportation <i>Road Safety Audit (RSA) Policy</i> , March 8, 2004 and <i>Clarification Road Safety Audit (RSA) Policy</i> , March 17, 2004.
Technical Circular T-02/07	BC Ministry of Transportation <i>W-041-3 “Avoid Cruise Control When Road is Wet/Icy,” and W-041-4 “Avoid Hydroplaning SLOW DOWN When Road Is Wet”</i> , March 29, 2007.
Technical Circular T-03/07	BC Ministry of Transportation <i>Sign Sheeting Materials</i> , August 7, 2007.
Technical Circular T-04/13	BC Ministry of Transportation and Infrastructure <i>Evaluating the Potential for Acid Rock Drainage and Metal Leaching at Quarries, Rock Cut Sites and from Stockpiled Rock or Talus Materials Used by the MOTI</i> , September 15, 2013.
Technical Circular T-04/19	BC Ministry of Transportation <i>Resilient Infrastructure Engineering Design – Adaptation to the Impacts of Climate Change and Weather Extremes</i> , March 27, 2019.

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Appendix A: Reference Documents**

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Short Form	Document Name
Technical Circular T-05/05	BC Ministry of Transportation <i>Policy Manual for Supplemental Signs</i> , July 14, 2005.
Technical Circular T-05/06	BC Ministry of Transportation <i>Update to Ministry of Transportation's (MoT) text based Engine Brake Signage (I-065 Please! Avoid Use of Engine Brakes in Urban Areas)</i> , March 22, 2006.
Technical Circular T-06/08	BC Ministry of Transportation <i>Roundabout Policy (update)</i> , November 12, 2008.
Technical Circular T-06/14	BC Ministry of Transportation <i>Policy for New Keep Right Signing and Pavement Marking for Multi-lane Highways and Passing/Climbing Lanes on Two Lane Highways</i> , September 2014.
Technical Circular T-07/05	BC Ministry of Transportation <i>Signing and Markings for Multi-lane Roundabouts</i> , July 27, 2005.
Technical Circular T-08/06	BC Ministry of Transportation <i>Use of "Canada Select" and "Camping Select" Designations on Lodging, Camping and Bed and Breakfast Facilities Signing</i> , April 6, 2006.
Technical Circular T-10/05	BC Ministry of Transportation <i>Policy Manual for Supplemental Signs</i> , October 21, 2005.
Technical Circular T-12/06	BC Ministry of Transportation and Infrastructure <i>Review of Roundabouts by the Chief Engineer's Office</i> , September 5, 2006.
Technical Circular T-15/06	BC Ministry of Transportation <i>New Standards for Sign Fonts (Clearview Type Font) and Update to Sheeting reflectivity standards on Guide and Custom Signs (ASTM Type 9/3 and ASTM Type 9/9)</i> , September 5, 2006.
Technical Circular T-16/06	BC Ministry of Transportation <i>Guidelines for the Operation of Changeable Message Signs (CMSs) and Portable Changeable Message Signs (PCMSs)</i> , October 19, 2006.
Technical Guidance on Contaminated Sites	BC Ministry of Environment and Climate Change Strategy <i>Technical Guidance on Contaminated Sites, Version 2.0</i> , November 1, 2017.
Traffic Management Manual	BC Ministry of Transportation <i>Traffic Management Manual for Work on Roadways</i> , 2020 Office Edition.
Traffic Controller Cabinet Assembly Specifications	BC Ministry of Transportation <i>Traffic Controller Assembly Manual</i> , 2004.
Transit Passenger Facility Design Guidelines	Greater Vancouver Transportation Authority <i>Transit Passenger Facility Design Guidelines</i> , 2011.
TransLink - Adjacent and Integrated Development Consent Process	TransLink <i>Adjacent and Integrated Development (AID) Project Consent Process TransLink</i> , February 2018
TransLink Bus Infrastructure Design Guidelines	TransLink <i>Bus Infrastructure Design Guidelines</i> , September 2018
TransLink Wayfinding Guidelines	TransLink <i>Wayfinding Guidelines for Utility Cycling in Metro Vancouver</i> , September 2013.
TransLink Wayfinding Standards Manual	TransLink <i>Wayfinding Standards Manual</i> , Version 1.9 August 6, 2010.
Transport Canada Railway Clearance Standard	Transport Canada <i>Standards Respecting Railway Clearance</i> , May 1992 (TC E-05).
TRB Sign Maintenance Manual	US Transportation Research Board, National Research Council <i>Maintenance Management of Street and Highway Signs</i> , 1990.

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Short Form	Document Name
Tree Replacement Criteria	BC Ministry of Environment, Lands and Parks <i>Tree Replacement Criteria</i> November 1996
Urban Stormwater Guidelines	Department of Fisheries and Oceans Canada <i>Urban Stormwater Guidelines and Best Management Practices for Protection of Fish and Fish Habitat</i> (Draft Discussion Document Revision 4), 2005.
Utility Policy Manual	BC Ministry of Transportation <i>Utility Policy Manual</i> , 1998.
VDAS Report	Earthquake Engineering Research Facility, Department of Civil Engineering, University of British Columbia <i>Virtual Data Acquisition System (VDAS)</i> , 2013.
VFPA Project Energy Study Guidelines	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Project Energy Study</i> May 2016.
VFPA Record Drawing Standards	Vancouver Fraser Port Authority, Spatial Data Group Engineering & Maintenance Department <i>Record Drawing Standards for Projects Version 2.1</i> (Updated September 21, 2016).
VFPA Shore Protection Guidelines	Vancouver Fraser Port Authority, Engineering & Maintenance Department <i>Guidelines - Shoreline Protection (Vancouver Harbour) - Inspection, Maintenance, Design and Repair</i> , April 2018.
VFPA Technical Guidelines - Air Emission Management Plan	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Air Emission Management Plan</i> July 2015.
VFPA Technical Guidelines - Construction Environmental Management Plan	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Construction Environmental Management Plan (CEMP)</i> April 2018.
VFPA Technical Guidelines - Environmental Air Assessment	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Environmental Air Assessment</i> July 2015.
VFPA Technical Guidelines - Environmental Noise Assessment	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Environmental Noise Assessment</i> July 2015.
VFPA Technical Guidelines - Habitat Assessment	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Habitat Assessment</i> July 2015.
VFPA Technical Guidelines - Lighting	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Lighting</i> July 2015.
VFPA Technical Guidelines - Requests to Conduct Construction Outside of Regular Work Hours	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Requests to Conduct Construction Outside of Regular Work Hours</i> February 2018.
VFPA Technical Guidelines - Stormwater Pollution Prevention Plan	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Developing Your Stormwater Pollution Prevention Plan</i> , July 2015.
VFPA Technical Guidelines - View and Shade Impact	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – View and Shade Impact</i> , July 2015.
VFPA Transportation Guidelines	Vancouver Fraser Port Authority, <i>Project & Environmental Review Guidelines – Transportation</i> , December 2015.
Water Quality Guidelines - Aquatic Life, Wildlife & Agriculture	BC Ministry of Environment and Climate Change Strategy - Water Protection & Sustainability Branch British Columbia Approved <i>Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture</i> Summary Report March 2018.
Water Quality Guidelines – Drinking Water	BC Ministry of Environment and Climate Change Strategy - Water Protection & Sustainability Branch <i>Source Drinking Water Quality Guidelines: Guideline</i> Summary Dec. 2017.

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Short Form	Document Name
Water Quality Guidelines – Recreation	BC Ministry of Environment and Climate Change Strategy - Water Protection & Sustainability Branch <i>Recreational Water Quality Guidelines: Guideline Summary</i> Dec. 2017.
Wildlife at Risk – EA Best Practice Guide	Canadian Wildlife Service – Environment Canada <i>Environmental Assessment Best Practice Guide for Wildlife at Risk in Canada</i> , February 2004.
World Bank Paper 46	World Bank <i>Technical Paper Number 46: Guidelines for Conducting and Calibrating Road Roughness Measurements</i> , 1986.

**APPENDIX B
FACTUAL GEOTECHNICAL DATA**

Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
0940.05	Golder Associates Ltd.	Phase A Geotechnical Site Investigation Report Report No. 1650596-002-R-Rev1-2000 July 16, 2018	<p>Appendix B – Records of Boreholes and Records of Drillholes all EXCEPT for the columns entitled: “Description”, “Strata Plot” and “Piezometer, Standpipe or Thermistor Installation”.</p> <p>Appendix C – Records of Seismic Cone Penetration Tests all EXCEPT for:</p> <ul style="list-style-type: none"> - The soil classifications listed on the SCPT plots under the column labeled “Robertson, 1990 SBT(n)” - Letter dated May 8, 2016 from Schwartz Soil Tech <p>Appendix D –Laboratory Soil Index Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix D3 – Atterberg Limits, all charts labeled “Plasticity Chart” - Appendix D4 – Total Organic Contents boxes entitled: “Other Remarks” and “UCS Description” <p>Appendix E – Laboratory Specialized Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix E1 – Specific Gravity Determinations, the boxes entitled: “Visual Description” and “Excluded Material Description” - Appendix E2 – Laboratory Miniature Shear Vane Tests, the column entitled: “Visual Description” - Appendix E3 – One-Dimensional Consolidation Tests, the two lines entitled: “Comments” and “Description” - Appendix E4 –Consolidated Undrained Triaxial Compression Tests: <ul style="list-style-type: none"> o The boxes entitled: “Soil Classification”, “Material Type”, “Visual Description” and “Other Remarks” o All photographs - Appendix E5 – Gamma Ray Radiography <p>Appendix F –Laboratory Rock Testing-Uniaxial Compressive Strength of Intact Rock Core Specimens all EXCEPT for:</p> <ul style="list-style-type: none"> - The columns entitled: “Rock Type”, the row entitled: “Lithology” and the box entitled “Comments” - All photographs

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Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
0940.05	Golder Associates Ltd.	Phase B Land Geotechnical Site Investigation Report Report No. 1650596-025-R-Rev1-9000 July 13, 2018	<p>Appendix B – Records of Augerholes, Boreholes and Drillholes all EXCEPT for the columns entitled: “Description”, “Strata Plot” and “Piezometer, Standpipe or Thermistor Installation”</p> <p>Appendix C – Records of Cone Penetration Tests all EXCEPT for:</p> <ul style="list-style-type: none"> - Letter dated January 14, 2018 from Schwartz Soil Tech - U2 Pore Pressure Dissipation Summary Tables, , column entitled “Comments” - Figure 1 Electronic Piezocone- CPTU - The soil classifications listed on the Schwartz Soil Tech SCPT plots under the column labeled “Robertson, 1990 SBT(n)” - Main body of the “Presentation of Site Investigation Results” prepared by ConeTec Investigations Ltd. - The soil classifications listed on the ConeTec SCPT plots under the column “SBT Qtn” - The appendix titled “Soil Behaviour Type (SBT) Scatter Plots” within the report titled “Presentation on Site Investigation Results” by ConeTec <p>Appendix D – Laboratory Soil Index Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix D3 – Atterberg Limits, all charts labeled “Plasticity Chart” - Appendix D4 – Total Organic Contents, box entitled: “Other Remarks” <p>Appendix E – Laboratory Specialized Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix E1 – Direct Cyclic Simple Shear Tests: <ul style="list-style-type: none"> o Boxes entitled: “General Remarks”, “Visual Description”, “Comments/Special Instructions” and “Comments” o All photographs - Appendix E2 – Monotonic Simple Shear Tests: <ul style="list-style-type: none"> o Boxes entitled: “General Remarks”, “Visual Description”, “Comments/Special Instructions” and “Comments” o All photographs - Appendix E3 – One-Dimensional Consolidation Tests rows entitled: “Comments” and “Description” - Appendix E4 – Gamma Ray Radiography <p>Appendix F – Laboratory Rock Testing all EXCEPT for: The column entitled: “Rock Type”, the row entitled: “Lithology and the box entitled: “Comments”</p> <ul style="list-style-type: none"> - All photographs

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Appendix B: Factual Geotechnical Data

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Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
0940.05	Golder Associates Ltd.	Phase B Marine Geotechnical Site Investigation Report Report No. 1650596-019-R-Rev1-8000 July 16, 2018	<p>Appendix B – Records of Boreholes and Records of Drillholes all tables entitled “Record of Borehole” EXCEPT for the columns entitled: “Description”, “Strata Plot” and “Piezometer, Standpipe or Thermistor Installation”</p> <p>Appendix C – Records of Cone Penetration Tests all EXCEPT for:</p> <ul style="list-style-type: none"> - The soil classifications listed on the SCPT plots under the column labeled “Norm. Soil Behaviour Type” - Letter dated September 26, 2017 from Schwartz Soil Tech - U2 Pore Pressure Dissipation Summary Tables, column entitled “Comments” <p>Appendix D – Laboratory Soil Index Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix D3 – Atterberg Limits all charts labeled “Plasticity Chart” - Appendix D4 – Total Organic Contents boxes entitled: “Other Remarks” <p>Appendix E –Laboratory Specialized Test Results all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix E1 – Specific Gravity Determinations the boxes entitled: “Visual Description” and “Excluded Material Description” - Appendix E2 – Direct Cyclic Simple Shear Tests: <ul style="list-style-type: none"> o Boxes entitled: “General Remarks”, “Visual Description”, “Comments/Special Instructions” and “Comments” o All photographs - Appendix E3 – Monotonic Simple Shear Tests boxes entitled: “General Remarks”, “Visual Description”, “Comments/Special Instructions” and “Comments” - Appendix E4 – Gamma Ray Radiography <p>Appendix F – Laboratory Rock Testing all EXCEPT for:</p> <ul style="list-style-type: none"> - Appendix F1 – Uniaxial Compressive Strength of Intact Rock Core Specimens: <ul style="list-style-type: none"> o The column entitled: “Rock Type”, the row entitled: “Lithology” and boxes entitled: “Comments” and “Notes” o All photographs - Appendix F2 – Summary of Point Load Strength Index of Rock Results the column entitled: “Remarks”

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Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
0940.10	Golder Associates Ltd.	Report: Test Pile Installation, Pattullo Bridge Replacement Project October 31, 2018	<p>Figure 3 – Penetration Resistance with Depth APE D138-42 Diesel Hammer all EXCEPT for the inferred stratigraphy and soil types shown within the figure</p> <p>Figure 4 – Pile Driving Records and Soil Descriptions all EXCEPT for the column titled “Soil Description”</p> <p>Appendix A – Borehole Logs, EXCEPT for:</p> <ul style="list-style-type: none"> - All Records of Boreholes columns entitled: “Description”, “Strata Plot” and “Piezometer, Standpipe or Thermistor Installation” - The soil classifications listed on the Schwartz Soil Tech SCPT plots under the column labeled “Robertson, 1990 SPT (n)” <p>Appendix H – Pile Driving Records all EXCEPT for the columns titled “Notes” and “Additional Comments”</p>
0940.10	Golder Associates Ltd.	Test Pile Installation Project– PDA Raw Data	All files contained within “Appendix K PDA Tests Raw Data.zip”

**APPENDIX C
BACKGROUND IP AND THIRD PARTY IP**

Background IP

- Ecofish Research Ltd. – proprietary web application EcoDAT, consisting of EcoDAT hardware, software and relational database files.

**SCHEDULE 15
INSURANCE REQUIREMENTS**

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**PART 1
INSURANCE REQUIRED - CONSTRUCTION**

1.1 Third Party Liability Insurance - Construction

- (a) From and including the Effective Date and through to and including the SC3 Substantial Completion Date, “Wrap-Up” Commercial General Liability insurance with inclusive limits of not less than _____ for bodily injury, death, and property damage arising from any one accident or occurrence and in the annual aggregate. The insurance policy will pay on behalf of the named insureds and the additional named insureds under the policy for any sum or sums which the insureds may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use thereof, arising out of or resulting from the work or operations of Project Co, the Principal Contractors or the Subcontractors of any tier, and including all persons, firms, corporations or partnerships who perform any of the Project Work contemplated by this Agreement, anywhere within Canada and the USA. In addition to the above limits, such liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the USA.
- (b) From and including the Effective Date and through to and including the SC3 Substantial Completion Date, if ships, boats or other vessels are used in the performance of the Project Work contemplated by this Agreement and are owned, leased, rented, operated or used by Project Co or any Principal Contractor or Subcontractor, then for bodily injury or death and property damage arising from any one accident or occurrence for all ships, boats and other vessels, insurance coverage is to be provided through either:
- (i) the “Wrap-Up” Commercial General Liability Insurance policy referred to in Section 1.1(a) of this Schedule; or
- (ii) a separate Protection and Indemnity insurance policy or such other policy or policies or combination thereof appropriate for this risk in the context of the Project, in any case with limits of not less than _____ for bodily injury or death and property damage arising from any one accident or occurrence and in the term aggregate.

Project Co will be responsible for ensuring that any changes to the requirements of the *Marine Liability Act* (Canada) and/or the regulations of the *Marine Liability Act* (Canada) are reflected in the insurance coverage provided.

- (c) From and including the Effective Date and through to and including the SC3 Substantial Completion Date, if aircraft (including helicopters) are used in the performance of the Project Work contemplated by this Agreement and are owned, leased, rented, operated or used by Project Co or any Principal Contractor or Subcontractor, then third party Aircraft liability coverage with limits of not less than _____ for bodily injury or death and property damage arising from any one accident or occurrence and in the annual aggregate must be provided, together with a waiver of subrogation on the hull.
- (d) From and including the Effective Date and through to and including the SC3 Substantial Completion Date, if unmanned air vehicles (UAV) are used in the performance of the Project Work contemplated by this Agreement and are owned, leased, rented, operated or

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used by Project Co or any Principal Contractor or Subcontractor, then third party Aircraft liability coverage with limits of not less than _____ for bodily injury or death and property damage arising from any one accident or occurrence and in the annual aggregate. This coverage may be provided by a separate policy or with the Wrap-Up Commercial General Liability policy referred to in Section 1.1(a) of this Schedule. All UAV movements to comply with all Transport Canada requirements, including the requirement to obtain, and comply with, a Transport Canada “Special Flight Operation Certificate”.

(e) Extensions of Coverage

The liability insurance referred to in Sections 1.1(a), (b) and (c) of this Schedule will cover liability assumed by Project Co in connection with and applicable to this Agreement and will include the following coverage extensions applicable to the following liability policies:

- (i) Coverage Extensions Applicable to the “Wrap-Up” Commercial General Liability Policy
- Canada and USA coverage territory
 - Products/Completed Operations
 - Occurrence Property Damage
 - Broad Form Property Damage
 - Broad Form Completed Operations
 - Contingent Employers Liability
 - Medical Payments
 - Incidental Medical Malpractice
 - Blanket Written Contractual
 - Cross Liability
 - Attached Machinery
 - Non Owned Automobile
 - Legal Liability for damage to hired automobiles
 - Hazardous Operations (XCU)
 - 24 months Products and Completed Operations (as more fully outlined under Section 1.5(b) of this Schedule)
 - Sudden and Accidental Pollution Coverage with a limit not less than _____ in accordance with the Insurance Bureau of Canada’s sudden and accidental pollution coverage endorsement, subject to 120 hours/120 hours
 - 60 days notice of Cancellation or Limitation of cover (as more fully outlined under Section 1.6 of this Schedule)
 - Blanket Additional Insureds
- (ii) Coverage Extensions Applicable to the Marine and Aviation Policies
- Canada and USA coverage territory
 - 60 days notice of Cancellation or Limitation of cover (as more fully outlined under Section 1.6 of this Schedule)

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(f) **Inclusions / Exclusions Not Permitted**

The following inclusions/exclusions are not permitted for any insurance referred to in Sections 1.1(a), (b) and (c) of this Schedule, except in the case of any insurance referred to in Sections 1.1(b) and (c) of this Schedule where such insurance is obtained under policies that are separate from the policy for the insurance referred to in Section 1.1(a) of this Schedule, as such separate policies are described in Sections 1.1(b) and 1.1(c) of this Schedule:

- (i) Hazardous operations, including excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work to be performed as part of or in the course of the Project Work will not be excluded from insurance coverage.
- (ii) Claims arising out of the legal liability imposed upon the insured at common law and/or by statute for bodily injury or death to employees of the insured will not be excluded. However, exclusions applicable to liability imposed upon or assumed by the insured under Health and Safety Laws or for assessment by any Workers Compensation Board will be permitted.
- (iii) Liability assumed by the insureds under contract with railroad companies for the use and operation of railway sidings or crossings will not be excluded.
- (iv) Liability arising out of all products where Project Co supplies the material will not be excluded.
- (v) Tort liability assumed by Project Co under this Agreement will not be excluded.
- (vi) Exclusions for design/build, design/build/finance, design/build/finance/operate, or joint venture projects will not be permitted.
- (vii) Other types of services not listed above, to be performed by or on behalf of Project Co under this Agreement will not be excluded.

(g) **Deductible**

A maximum deductible on the primary insurance policy will be allowed for any one accident or per occurrence of up to

(h) **Self-Insured Retention**

A maximum self-insured retention of up to for any one accident or per occurrence will be permitted for Project Co providing umbrella/excess liability insurance subject to having a minimum primary insurance policy of underlying the umbrella/excess.

1.2 Professional Liability Insurance (Errors & Omissions)

- (a) Single Project Specific Professional Liability insurance with minimum limits of per claim and term aggregate insuring against all insured

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loss or damage including coverage for third party property damage, bodily injury or death, arising out of any professional services rendered by Project Co, the Principal Contractors or Subcontractors, and/or any engineers, architects, surveyors, and any of their respective employees including personnel on loan to Project Co or the Principal Contractors or Subcontractors and personnel who perform normal services of Project Co under this Agreement. The named insured shall also include all architectural firms and all engineering firms, including project managers, construction managers and applied science technologists, and all land surveyors, quantity surveyors and others engaged in providing professional services to the Project.

- (b) Coverage will be maintained:
- (i) From and including the Effective Date and, subject to Section 1.2(b)(ii) of this Schedule, for a period of 3 years after the SC3 Substantial Completion Date; and
 - (ii) in the case of any Project Work carried out by Project Co after the SC3 Substantial Completion Date, for a period of following completion of the work that is the subject of the Project Work;

provided that coverage shall not be required to be maintained for longer than eight (8) years after the effective date of the policy.

- (c) A maximum deductible of will be allowed.
- (d) Exclusions for design/build, design/build/finance, design/build/finance/operate, or joint venture projects will not be permitted.
- (e) The insurance referred to in this Section 1.2 [Professional Liability Insurance (Errors & Omissions)] of this Schedule shall not be cancelled, removed, or endorsed to restrict coverage or limits of liability, without 60 days' notice in writing by registered mail to the Province's Representative with a copy by registered mail to "The Corporate Insurance and Bonds Manager" at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN PROV GOVT, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise).
- (f) The insurance referred to in this Section 1.2 [Professional Liability Insurance (Errors & Omissions)] of this Schedule will be effected on the Effective Date but shall have a "retroactive date" (as such term is understood by the insurance industry with respect to "claims made" policies) to coincide with the verifiable start of design for any work covered by such insurance, such verification to be the sole responsibility of Project Co.

1.3 Automobile Insurance

From and including the Effective Date and through to and including the SC3 Substantial Completion Date, Automobile Liability coverage providing third party liability and accident benefits insurance coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by Project Co or any Principal Contractor or Subcontractor and are used in the performance of the Project Work contemplated by this Agreement, with limits of not less than for vehicles owned, leased or rented by Project Co, any Principal Contractor, or any Subcontractor contracting directly with

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Project Co, and limits of not less than _____ for vehicles owned, leased or rented by any other Subcontractor.

1.4 Property Insurance

(a) Builders' Risk

From and including the Effective Date and through to and including the SC3 Substantial Completion Date, Builders' Risk Property Insurance insuring against all risks (including but not limited to structural collapse and transit risks by any conveyance to and/or from the site, while there, awaiting and/or during erection, installation and testing, occurring anywhere within Canada and the United States, but specifically not including earthquake or flood) of direct physical loss of or damage to (including full resultant loss or damage) all Project Infrastructure (including all Structures forming part thereof) including the value of any material and/or structure and/or property destined for or entering into or forming part of the Project Infrastructure, whether belonging to Project Co or any of the Principal Contractors or Subcontractors and/or the Province and/or BCTFA and/or the engineers and/or otherwise and including automatically any changes in design or method of construction occurring during the term of the policy, such insurance to specify a policy limit of not less than _____ Project Co shall cause to be completed a PML study on or before 60 days following the Effective Date, the form, content and provider of such PML study all to be acceptable to the Province, acting reasonably. Should such PML study find that a policy limit of _____ is insufficient for such insurance, Project Co shall, on or before 30 days following the Province's acceptance of the PML study, obtain such insurance with the policy limit as specified in the PML study.

(b) Equipment Insurance

From and including the Effective Date and through to and including the SC3 Substantial Completion Date, "All Risks" Equipment Insurance, including flood and waterborne coverages, satisfactory to the Province covering all Construction Plant, including Construction Plant owned, rented or leased by Project Co or any Principal Contractor or Subcontractor and used in the performance of any Project Work or for which Project Co may be responsible.

(c) Deductibles Per Occurrence

All losses under the Builders' Risk Property Insurance or the Equipment Insurance – up to _____ per occurrence.

(d) Waiver of Subrogation/Builders' Risk Insurance

The following Waiver of Subrogation is to be added to the Builders' Risk Property Insurance Policies:

"In the event of any physical loss or damage to property, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority, or any of the employees, agents and servants of Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority,

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or any of the architects, engineers, consultants or contractors of Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority, or any of the servants, agents, employees, volunteers, directors, or parent, subsidiary, affiliated or related firms of any such architects, engineers, consultants or contractors, engaged in or connected with the design, construction and related operations known as the “Pattullo Bridge Replacement Project”.”

(e) **Waiver of Subrogation / Equipment Insurance**

The following Waiver of Subrogation is to be added to the equipment insurance policies:

“In the event of any physical loss or damage to equipment of Fraser Crossing Project Corporation or any of its contractors or subcontractors, the settlement or payment of the subsequent claim shall be made without the right of subrogation against Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority, or any of the employees, agents and servants of Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority, or any of the architects, engineers, consultants or contractors of Her Majesty the Queen in right of the Province of British Columbia or the BC Transportation Financing Authority, or any of the servants, agents, employees, volunteers, directors, or parent, subsidiary, affiliates or related firms of any such architects, engineers, consultants or contractors, engaged in or connected with the design, construction and related operations known as the “Pattullo Bridge Replacement Project”.”

1.5 Additional Conditions In Property and Liability Policies in this Part

- (a) The Province and BCTFA will be named as additional named insureds in all policies for the property insurance referred to in Section 1.4(a) of this Schedule by an endorsement as follows:

“Her Majesty the Queen in Right of the Province of British Columbia and the BC Transportation Financing Authority are added as Additional Named Insureds.”

- (b) Notwithstanding any other terms, conditions or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that all policies for the liability insurance referred to in Section 1.1(a) of this Schedule shall be extended to include insurance coverages and clauses as follows:

“Her Majesty the Queen in Right of the Province of British Columbia and the BC Transportation Financing Authority, together with all their employees, agents and servants, and all architects, engineers, consultants, contractors and any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the design, construction and related operations known as the “Pattullo Bridge Replacement Project” (all the foregoing being referred to in this Section as “Additional Named Insureds”), are added as additional named insureds in respect of liability arising from the work or operations of the Insured and the Additional Named Insureds, in connection with contracts entered into between the Insured and the Additional Named Insureds.

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The insurance provided by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured and Additional Named Insured. Any breach of a condition of the policy by any Insured or Additional Named Insured shall not affect the protection given by this policy to any other Insured or Additional Named Insured. The inclusion herein of more than one Insured and Additional Named Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such cover shall remain in full force and effect for a period of _____ after the work has been completed, irrespective of the expiry date of the policy.”

1.6 Cancellation/Limitation

- (a) The insurance coverages referred to in this Part (except owned automobile insurance and professional liability insurance) shall not be cancelled, removed, or endorsed to restrict coverage or limits of liability, without 60 days’ notice in writing by registered mail to the Province’s Representative with a copy by registered mail to “The Corporate Insurance and Bonds Manager” at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN PROV GOVT, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise), except in the case of non-payment of premiums, in which case the minimum statutory notice requirements shall apply. In the case of Marine and Aviation Policies Project Co shall use all reasonable efforts to fulfill the 60 days’ notice requirement, but if, after using all reasonable efforts, Project Co cannot fulfill the 60 days’ notice requirement, the notice requirement in this subsection for Marine and Aviation Policies may be reduced to not less than 30 days.
- (b) The insurance coverages referred to in this Part shall not be lapsed without at least 30 days’ notice in writing by registered mail to the Province’s Representative with a copy by registered mail to “The Corporate Insurance and Bonds Manager” at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN PROV GOVT, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise).

1.7 Loss Payable

The insurance policies under Section 1.4(a) of this Schedule must contain a loss payable clause directing payment in accordance with the provisions of Section 6.18 [Application of Proceeds of Insurance] of this Agreement.

1.8 Use and Occupancy

Use and occupancy of any Project Infrastructure or any part thereof prior to any applicable date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections of this Part.

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**PART 2
INSURANCE REQUIRED – OPERATION AND MAINTENANCE**

2.1 Insurance - Operation and Maintenance

For any Operation and Maintenance activities that are not covered under the insurances provided in Part 1 [Insurance Required – Construction] of this Schedule, Project Co shall maintain, from and including the Effective Date and through to and including the SC3 Substantial Completion Date, the following :

- (a) Third Party Liability Insurance consistent with the coverages, extensions of coverages and endorsements set out in Section 1.1 [Third Party Liability Insurance – Construction] of this Schedule, with limits of not less than _____ ;
- (b) Automotive Liability Insurance consistent with the coverages and endorsements set out in Section 1.3 [Automobile Insurance] of this Schedule, with limits of not less than _____ and _____
- (c) Equipment Insurance consistent with the coverages and endorsements set out in Section 1.4(b) of this Schedule.

2.2 Additional Conditions in Liability Policies in this Part

Notwithstanding any other terms, conditions or exclusions elsewhere in the policies or in this Schedule, it is understood and agreed that all policies for the liability insurance referred to in Section 2.1(a) of this Schedule shall be extended to include insurance coverages and clauses as follows:

“Her Majesty the Queen in Right of the Province of British Columbia and the BC Transportation Financing Authority, together with all their employees, agents and servants, and all architects, engineers, consultants, contractors and any of their servants, agents, employees, volunteers, directors, parent, subsidiary, affiliated or related firms, engaged in or connected with the design, construction and related operations known as the “Pattullo Bridge Replacement Project” (all the foregoing being referred to in this Section as “Additional Named Insureds”), are added as additional named insureds in respect of liability arising from the work or operations of the Insured and the Additional Named Insureds, in connection with contracts entered into between the Insured and the Additional Named Insureds.

The insurance provided by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured and Additional Named Insured. Any breach of a condition of the policy by any Insured or Additional Named Insured shall not affect the protection given by this policy to any other Insured or Additional Named Insured. The inclusion herein of more than one Insured and Additional Named Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such cover shall remain in full force and effect for a period of _____ after the work has been completed, irrespective of the expiry date of the policy.”

2.3 Cancellation/Limitation

- (a) The insurance coverages referred to in this Part (except owned automobile insurance) shall not be cancelled, removed, or endorsed to restrict coverage or limits of liability, without 60 days' notice in writing by registered mail to the Province's Representative with a copy by registered mail to "The Corporate Insurance and Bonds Manager" at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN PROV GOVT, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise), except in the case of non-payment of premiums, in which case the minimum statutory notice requirements shall apply. In the case of Marine and Aviation Policies Project Co shall use all reasonable efforts to fulfill the 60 days' notice requirement, but if, after using all reasonable efforts, Project Co cannot fulfill the 60 days' notice requirement, the notice requirement in this subsection for Marine and Aviation Policies may be reduced to not less than 30 days.
- (b) The insurance coverages referred to in this Part shall not be lapsed without at least 30 days' notice in writing by registered mail to the Province's Representative with a copy by registered mail to "The Corporate Insurance and Bonds Manager" at Ministry of Transportation and Infrastructure, P.O. Box 9850 STN PROV GOVT, 4th Floor, 940 Blanshard Street, Victoria, BC, V8W 9T5 (or at such other address as the Province may from time to time by notice to Project Co advise).

2.4 Use and Occupancy

Use and occupancy of any Project Infrastructure or any part thereof prior to any applicable date of completion shall not be cause for any termination of insurance coverage shown in the applicable sections of this Part.

PART 3 GENERAL PROVISIONS

3.1 Project Work after the SC3 Substantial Completion Date

- (a) The insurance described in this Schedule shall apply *mutatis mutandis* in connection with any Project Work carried out after the SC3 Substantial Completion Date and any warranty period extending beyond the SC3 Substantial Completion Date, in each case until completion of the relevant part of the Project Work, provided that the Province shall have the right to make, and Project Co shall comply with, any reasonable variations in such insurance requirements, including adjustments in policy limits and additions of coverages in connection with any particular part of the Project Work.
- (b) Any variations made by the Province as contemplated in Section 3.1(a) of this Schedule shall not impose more stringent or less stringent requirements than those imposed by the Province for contracts of a similar nature or value to the relevant part of the Project Work undertaken after the SC3 Substantial Completion Date and any warranty period extending beyond the SC3 Substantial Completion Date and shall be based on the Province's assessment of the risks involved, based on the then current version of the Ministry Form INS152 or INS172, as appropriate. If Project Co disputes the Province's assessment of the relevant risks and any resulting variation to the insurance requirements under this

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Section with respect to any particular part of the Project Work, Project Co shall notify the Province of its dispute within 10 Business Days after the Province has notified Project Co of the insurance requirements that shall apply to the relevant part of the Project Work. If the Province and Project Co have not resolved the dispute within 10 Business Days after Project Co's notice of disagreement, the dispute shall be referred for resolution under the Dispute Resolution Procedure. If the Province does not propose any variation or adjustment to the insurance requirements in respect of any particular part of the Project Work, then the insurance described in this Schedule shall be required.

3.2 Amendments to Insurance Coverages

The Province may from time to time, acting reasonably, and on written notice to Project Co, amend or vary the insurance coverages described in Parts 1 or 2 of this Schedule, including by adjusting the policy limits and by changing the scope of coverages. Any such amendment will be considered a Province Change unless the amendment or variation is contemplated by the other provisions of this Schedule.

3.3 Primary and Excess Coverage

Project Co may satisfy limit requirements through the use of primary and excess insurance programs.