

**SCHEDULE 26  
INTERFACE REQUIREMENTS**

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**PART 1  
INTERFACE REQUIREMENTS**

**1.1 Definitions**

In this Schedule:

- (a) “**Interface Committee**” has the meaning given in Section 2.1 of this Schedule;
- (b) “**SFPR Concessionaire Parties**” means any subcontractors and their respective representatives involved in the SFPR Project and, as applicable in the context, their respective directors, officers and employees, and any other person for whom they are respectively responsible under the SFPR Concession Agreement or under Law;
- (c) “**SFPR Permits**” means the “Permits”, as defined in the SFPR Concession Agreement, which have been provided by the Province to Project Co and identified as the “SFPR Permits” for the purposes of this Schedule; and
- (d) “**SFPR Project**” has the meaning given to “Project” in the SFPR Concession Agreement.

**1.2 Interface Requirements**

Project Co shall at its expense comply with, observe, satisfy and perform all of the obligations and requirements of Project Co set out in this Schedule (the “**Interface Requirements**”).

**1.3 Review of SFPR Concession Agreement**

Project Co acknowledges and agrees that it has reviewed and understands the terms and conditions of the SFPR Concession Agreement and the obligations of the SFPR Concessionaire thereunder as it relates to the Project Site and any possible overlap of responsibilities with Project Co under this Agreement.

**1.4 Cooperation**

Project Co will, and will cause any Principal Contractor, Subcontractor and any other person for whom Project Co is responsible in law to, cooperate with the SFPR Concessionaire and the SFPR Concessionaire Parties in a commercially reasonable manner in the performance of Project Co’s obligations under this Agreement, with such cooperation to include:

- (a) cooperation and coordination in obtaining and maintaining any SFPR Permits required, directly or indirectly, by the SFPR Concessionaire relating to the SFPR Concessionaire’s obligations under the SFPR Concession Agreement;
- (b) providing such access to the SFPR Concessionaire and any SFPR Concessionaire Party to the Project Site as may be reasonably necessary for the SFPR Concessionaire to fully perform its obligations under the SFPR Concession Agreement, subject to and in accordance with the health and safety procedures established by Project Co pursuant to Section 4.13 [Health and Safety Program] and Section 4.14 [Project Co’s Occupational Health and Safety Obligations] for the time being in force in relation to the relevant parts of the Project Site, and which health and safety procedures will be provided to the SFPR Concessionaire;

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- (c) providing such information and reports as may be reasonably required by the SFPR Concessionaire to satisfy any of its reporting obligations, from time to time, under the SFPR Concession Agreement; and
- (d) providing such other information or access that may be requested by the Province at the reasonable request of the SFPR Concessionaire in connection with the SFPR Concessionaire's obligations under the SFPR Concession Agreement.

### **1.5 No Interference or Obstruction**

Project Co will not knowingly

- (a) materially interfere with, obstruct, impede or delay the SFPR Concessionaire or any SFPR Concessionaire Party in the performance of the SFPR Concessionaire's obligations under the SFPR Concession Agreement; or
- (b) permit any act or omission on either its part or the part of any Principal Contractor, Subcontractor or any other person for which it is in law responsible which will, or would reasonably be expected to, contribute to, cause or constitute a breach by the SFPR Concessionaire of the SFPR Concession Agreement or any applicable SFPR Permits, or lead to any diminution or loss of any of the SFPR Concessionaire's rights or entitlements under the SFPR Concession Agreement.

### **1.6 Changes to Project Schedule**

Project Co will keep the Interface Committee informed of all material changes to the Project Schedule, including changes to the SC1 Substantial Completion Target Date and the SC2 Substantial Completion Target Date.

## **PART 2 INTERFACE COMMITTEE**

### **2.1 Goals of Interface Committee**

The Province, Project Co and the SFPR Concessionaire shall establish and maintain, until the SC2 Substantial Completion Date, or later if agreed by the Province, Project Co and the SFPR Concessionaire, a committee (the "**Interface Committee**") with the goals of:

- (a) minimizing interference and disruption with Project Co's and the SFPR Concessionaire's respective obligations under this Agreement and the SFPR Concession Agreement; and
- (b) informally addressing any possible disputes arising among the Province, Project Co and the SFPR Concessionaire from time to time.

### **2.2 Establishment of Interface Committee**

The Interface Committee shall be established as follows:

- (a) The Interface Committee shall be established by the Province, Project Co and the SFPR Concessionaire within 30 days of the execution of this Agreement.

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- (b) The Interface Committee shall be comprised of three individuals, being one representative (each, a “**Representative**”) from each of the Province, Project Co and the SFPR Concessionaire, and each of which shall appoint a primary Representative and an alternate Representative to serve on the Interface Committee when the primary representative is unavailable for any reason.
- (c) Both the primary and the alternate Representative of each of the Province, Project Co and the SFPR Concessionaire may, but shall not be required to, attend any meeting of the Interface Committee, provided that, for the purposes of quorum and any actions or decisions to be taken at such meeting, if both the primary and the alternate Representative attend a particular meeting only the primary Representative shall be deemed to be present.
- (d) The Representatives shall select a chairman (the “**Chairman**”) from among themselves from time to time, who shall have the duties and obligations as may be specified by the Interface Committee.
- (e) One Representative of each of the Province, Project Co and the SFPR Concessionaire shall make reasonable efforts to attend all meetings of the Interface Committee. If any Representative is routinely absent, he or she will be replaced by the applicable party that appointed such Representatives upon the request of the other Representatives.
- (f) The Interface Committee will meet monthly in person or by telephone conference to discuss the progress of the Project Work and any other matters raised by any of the Province, Project Co or the SFPR Concessionaire
- (g) Additional meetings of the Interface Committee may be held at the request of any Representative, provided that at least two Business Days’ prior notice in writing of such meeting shall be given to each other Representative unless the requirement for such notice is expressly waived in writing by such other Representatives or such other Representatives attend the meeting and do not object to the absence of such required notice. Unless otherwise agreed to by the Representatives, each such notice shall be accompanied by a written agenda setting out in reasonable detail the matters to be discussed at the meeting together with any relevant supporting materials.
- (h) Except as otherwise provided for in the Agreement, the Interface Committee shall have the authority, by consensus approval of all Representative, to establish its own reasonable procedures for meetings, notices, minutes and all other matters necessary for efficient operation of the Interface Committee.
- (i) Minutes shall be kept of all meetings of the Interface Committee by Project Co, which shall be approved by the Chairman and circulated to all Representatives within five Business Days of each meeting.
- (j) A quorum for a meeting of the Interface Committee shall be three Representatives, including one Representative of each of the Province, Project Co and the SFPR Concessionaire. If a meeting is called and a quorum is not present, the meeting shall be adjourned for not less than 24 hours.