

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

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**PART 1
PROVINCE'S REPRESENTATIVE**

1.1 Appointment of Province's Representative

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

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1.2 Change of Province's Representative

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

1.3 Functions of Province's Representative

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

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

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

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REVIEW PROCEDURE AND CONSENT PROCEDURE**

2.1 Review Procedure

- (a) Any proposed document (including any Design Data) or proposed course of action on the part of Project Co which, under the terms of this Agreement or any other Province Project Document, either:
 - (i) is expressly required to be submitted to the Province's Representative pursuant to the Review Procedure or to the Province's Representative for review in accordance with or pursuant to the Review Procedure; or
 - (ii) unless the parties agree otherwise, in the case of Schedule 4 [Design and Construction], Schedule 5 [Project Work Defects and Warranties], Schedule 6 [Environmental Obligations] or Schedule 7 [Quality Management], is required to be submitted to the Province's Representative for consideration, without specifying whether such submission is to be under the Review Procedure or the Consent Procedure,shall be submitted to the Province's Representative accompanied by the proposed document (including any Design Data) or statement of a proposed course of action, and the following procedures (together, the "**Review Procedure**") shall apply (provided, in the case of any document or proposed course of action submitted to the Review Procedure in accordance with the Design and Construction Certification Procedure, any specific procedures set out therein shall also apply).
- (b) The Province's Representative shall as soon as practicable and, subject to Section 2.1(g) and Section 2.4 [Request for Further Information] of this Schedule, in any event within 15 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case) return one copy of the relevant submission document endorsed "received" or (subject to Sections 2.5 [Objection or Rejection in Province's Discretion]

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and 2.6 [General Grounds for Objection or Rejection] of this Schedule, as applicable in each case) “received with comments” or “comments”. In the case of any submission document returned endorsed “received with comments” or “comments”, the Province’s Representative shall also provide with such returned document such comments.

- (c) Project Co may proceed to implementation in the case of a submission document endorsed “received”.
- (d) The documents or proposed course of action accompanying a submission document returned endorsed “received with comments” shall be amended by Project Co in accordance with such comments (but need not be re-submitted to the Province’s Representative except by their issuance to the Province’s Representative pursuant to Section 2.1(j) of this Schedule) and once so amended Project Co shall proceed to implementation subject to Section 2.8 [Early Commencement of Project Work] of this Schedule unless Project Co disputes that any such comment is on grounds permitted by Section 2.6 [General Grounds for Objection or Rejection] of this Schedule if applicable to such submission document, in which case Project Co may refer the matter to the Dispute Resolution Procedure within 10 days of Project Co’s receipt of such comments but not thereafter. If it is then resolved in accordance with the Dispute Resolution Procedure that any such comment was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed “received” and otherwise such submission document shall thereupon be revised and implemented by Project Co pursuant to this Section 2.1. If the matter is not referred by Project Co to the Dispute Resolution Procedure within such 10 day period, Project Co shall be deemed to have accepted the comments of the Province’s Representative and such submission document shall thereupon be revised and implemented by Project Co pursuant to Section 2.1 of this Schedule.
- (e) The documents or proposed course of action accompanying a submission document returned endorsed “comments” shall be revised by Project Co and re-submitted to the Province’s Representative pursuant to this Section 2.1 within 15 Business Days of Project Co’s receipt of such comments (or such other time period as agreed in writing by the Province’s Representative), together with the relevant submission document, unless Project Co disputes that any such comment is on grounds permitted by Section 2.6 [General Grounds for Objection or Rejection] of this Schedule if applicable to such submission document, in which case Project Co may refer the matter to the Dispute Resolution Procedure within 10 days of Project Co’s receipt of such comments but not thereafter. If it is then resolved in accordance with the Dispute Resolution Procedure that any such comment was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed “received” and otherwise such submission document shall thereupon be revised and re-submitted by Project Co pursuant to this Section 2.1. If the matter is not referred by Project Co to the Dispute Resolution Procedure within such 10 day period, Project Co shall be deemed to have accepted the comments of the Province’s Representative and such submission document shall thereupon be revised and re-submitted by Project Co pursuant to this Section 2.1.
- (f) If, subject to Section 2.1(g) and Section 2.4 [Request for Further Information] of this Schedule, the Province’s Representative fails to return any such submission document

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(including any re-submitted submission document) duly endorsed within 15 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case), then it shall be deemed to have returned such submission document to Project Co marked “received”.

- (g) The Province may request additional time for the review of any submission, including where the submission is voluminous or requires extensive review by representatives (including consultants) of the Province or Project stakeholders or Indigenous Groups, and Project Co will, in consultation with the Province, extend such time for any reasonable requests by the Province.
- (h) A reference in this Agreement or other Province Project Document to there being “no objection” under the Review Procedure in relation to a particular matter means that such matter has been submitted in accordance with the provisions of this Section 2.1 and returned (or deemed returned) with an endorsement of “received” or returned with an endorsement of “received with comments”, in the latter case the matter having been amended in accordance with such comments.
- (i) Documents or courses of action the subject of a submission pursuant to this Section 2.1 and returned (or deemed returned) endorsed:
 - (i) “received” shall be adhered to; or
 - (ii) “received with comments” shall, once amended in accordance with the comments, be adhered to,

except to the extent that there has been no objection to any subsequent change or amendment thereto submitted in accordance with this Section 2.1.

- (j) Project Co shall ensure that two copies and electronic versions of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by Project Co in accordance with the Review Procedure are issued to the Province’s Representative, prior to the commencement of any Project Work to which such documents relate, except in the circumstances provided for in Section 2.8 [Early Commencement of Project Work] of this Schedule.
- (k) Once all applicable disputes arising in respect of any decision made by the Province’s Representative under the Review Procedure have been resolved in accordance with Section 2.1 of this Schedule, such decision shall, subject only to Section 2.13(a)(iii) of this Agreement, be final.

2.2 Consent Procedure

- (a) Any proposed document or proposed course of action on the part of Project Co which, under the terms of this Agreement or other Province Project Document, is required to be submitted to the Province’s Representative pursuant to the Consent Procedure or to the Province’s Representative for consent in accordance with or pursuant to the Consent Procedure, shall be submitted to the Province’s Representative, accompanied by the

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proposed document or statement of a proposed course of action, and the following procedures (together, the “**Consent Procedure**”) shall apply.

- (b) Subject to Section 2.1(g) of this Schedule, the Province’s Representative shall as soon as practicable and, subject to Section 2.4 [Request for Further Information] of this Schedule, in any event within 20 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case) return one copy of the relevant submission document endorsed “accepted” or (subject to Sections 2.5 [Objection or Rejection in Province’s Discretion] or 2.6 [General Grounds for Objection or Rejection] of this Schedule as applicable in each case) “rejected”. In the case of any submission document returned endorsed “rejected”, the Province’s Representative shall also provide with such returned document the grounds for such rejection.
- (c) The Province’s Representative shall have the right at its option to impose conditions to the acceptance of a submission document pursuant to Section 2.2(b) of this Schedule, which conditions shall be required to be reasonable having regard to the relevant circumstances save in the case of an acceptance to which Section 2.5 [Objection or Rejection in Province’s Discretion] of this Schedule applies.
- (d) Project Co may proceed to implementation in the case of a submission document endorsed “accepted” and such implementation must be in accordance with any conditions imposed pursuant to Section 2.2(c) of this Schedule unless, where conditions have been imposed by the Province’s Representative pursuant to s. 2.2(c) of this Schedule, Project Co disputes the reasonableness of any condition imposed in which case Project Co may refer the matter to the Dispute Resolution Procedure within 10 days of Project Co’s receipt of such acceptance with conditions but not thereafter. If the matter is not referred by Project Co to the Dispute Resolution Procedure within such 10 day period, Project Co shall be deemed to have accepted the conditions of the Province’s Representative and such submission document shall then only be implemented in accordance with the conditions imposed by the Province’s Representative.
- (e) Unless otherwise specified in this Agreement or other Province Project Document, as the case may be, for any particular case, the documents or proposed course of action accompanying a submission document endorsed “rejected” shall not be implemented by Project Co unless revised by Project Co and re-submitted to the Province’s Representative pursuant to this Section 2.2 within 14 days of Project Co’s receipt of such rejection (or such other time period as agreed in writing by the Province’s Representative) together with the relevant submission document and it is subsequently returned endorsed “accepted”.
- (f) In the case of a submission endorsed “rejected”, if Project Co disputes that any such rejection (including a deemed rejection pursuant to Section 2.2(g) of this Schedule) is on grounds permitted by Section 2.6 [General Grounds for Objection or Rejection] of this Schedule, if applicable to such submission document, Project Co may refer the matter to the Dispute Resolution Procedure within 10 days of Project Co’s receipt of such rejection but not thereafter. If it is then resolved in accordance with the Dispute Resolution Procedure that any such rejection or deemed rejection:

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- (i) was not on such permitted grounds, then such submission document will thereupon be deemed to have been endorsed “accepted”, and the rejection or deemed rejection of such submission document on grounds that were not such permitted grounds shall constitute a Compensation Event and the provisions of Part 8 [Supervening Events] shall apply; or
- (ii) was on such permitted grounds, then such submission document shall not be implemented by Project Co unless revised by Project Co and re-submitted to the Province’s Representative pursuant to this Section 2.2 and subsequently returned endorsed “accepted”.

If the matter is not referred by Project Co to the Dispute Resolution Procedure within such 10 day period, Project Co shall be deemed to have accepted the rejection and such submission document shall not be implemented by Project Co unless revised by Project Co and re-submitted to the Province’s Representative pursuant to this Section 2.2 and subsequently returned endorsed “accepted”.

- (g) If, subject to Section 2.4 [Request for Further Information] of this Schedule, the Province’s Representative fails to return any such submission document (including any re-submitted submission document) duly endorsed within 20 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement or other Province Project Document, as the case may be, for any particular case), then it shall be deemed to have returned such submission document to Project Co marked “rejected”, and such rejection shall be deemed to have been made by the Province’s Representative in reliance upon grounds set out in Sections 2.5 [Objection or Rejection in Province’s Discretion] and 2.6 [General Grounds for Objection or Rejection] of this Schedule as applicable to such submission document.
- (h) Documents or courses of action the subject of a submission pursuant to this Section 2.2 and returned (or deemed returned) endorsed “accepted”, including any conditions imposed by the Province’s Representative under Section 2.2(c) of this Schedule, shall be adhered to, except to the extent that there has been “acceptance” of any subsequent change or amendment thereto submitted in accordance with this Section 2.2.
- (i) Project Co shall ensure that two copies and electronic versions of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by Project Co in accordance with the Consent Procedure are issued to the Province’s Representative prior to the commencement of any Project Work to which such documents relate.
- (j) Once all applicable disputes arising in respect of any decision made by the Province’s Representative under the Consent Procedure have been resolved in accordance with this Section 2.2, such decision shall, subject only to Section 2.13(a)(iii) of this Agreement, be final.

2.3 Referral by Province’s Representative

The Province’s Representative may, in reviewing and dealing with any matter, refer such matter to the Province or any of its employees, agents, advisors, consultants, Project stakeholders, or contractors

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

2.4 Request for Further Information

- (a) The Province's Representative, acting reasonably and without unreasonable delay, may request in writing, and if so requested Project Co shall promptly and in any event no later than 21 days following such request submit, any further or other information, data and documents which may be reasonably required by the Province's Representative for a full appreciation of a submission under Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule and its implications, and shall take all such steps as may be reasonably required to satisfy the Province's Representative that the proposed document or proposed course of action complies with this Agreement or other Province Project Document, as the case may be, and is appropriate.
- (b) If the Province's Representative makes a written request for further or other information, data or documents under this Section 2.4, then the time periods referred to in Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule, as the case may be, shall not commence to run until such time as Project Co has submitted the requested information, data or documents to the Province's Representative in satisfaction of the request.

2.5 Objection or Rejection in Province's Discretion

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

2.6 General Grounds for Objection or Rejection

If any provision of this Agreement or other Province Project Document expressly provides that the Province's Representative will act reasonably or not act unreasonably in granting its approval or consent with respect to a submission, the Province's Representative may make comments in relation to or reject, as applicable, any Review Procedure or Consent Procedure submission on any one or more of the following grounds:

- (a) that Project Co has not provided all information, data and documents required (including any information, data and documents required by the Province's Representative pursuant to Section 2.4 [Request for Further Information] of this Schedule) in respect of such submission;

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- (b) that the adoption of the proposed document or proposed course of action would or might reasonably be expected to:
 - (i) conflict or be inconsistent with the statutory, public or other duties or functions of the Province or BCTFA;
 - (ii) give rise to a breach, or be in breach, of any Laws;
 - (iii) not satisfy, comply with or conform to any provision or requirement set out in this Agreement or any other Project Document;
 - (iv) not satisfy, comply with or conform to Good Industry Practice;
 - (v) materially and adversely affect the ability of Project Co to perform any of its obligations under this Agreement or under any other Project Document and/or materially and adversely affect any right or obligation of the Province and/or BCTFA under this Agreement or any other Province Project Document or the ability of the Province and/or BCTFA to enforce any such right or perform any such obligation; or
 - (vi) materially and adversely affect the risks or costs to which the Province is exposed in respect of the Project;
- (c) any other grounds applicable to the submission that are expressly set out in this Agreement; or
- (d) any other reasonable grounds,

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

2.7 Optional Standards

- (a) If any Province Standard or other standards or specifications which are incorporated into the Project Requirements contain options from which a choice can be made, any choice by Project Co of any one option set out therein shall satisfy the Project Requirements in that regard, and the Province's Representative shall not object to the choice of such option on that basis, unless any such option is otherwise excluded or limited by the terms of the Project Requirements.
- (b) If following a choice by Project Co in accordance with Section 2.7(a) of this Schedule, as expressed or reflected in a submission to the Province's Representative, the Province's Representative requires another such option to be adopted which Project Co has not chosen, the Province's Representative shall request an Province Change under Section 7.1 [Province Changes].

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2.8 Early Commencement of Project Work

- (a) Subject to objection by the Province (acting reasonably), Project Co may proceed with a component of the Project Work which is the subject of a submission under the Review Procedure prior to the completion of the Review Procedure in accordance with Section 2.1 [Review Procedure] of this Schedule, provided that:
 - (i) in the case of any Construction, the requirements set out in Article 2.2.4.10 [No Construction] of Part 3 of Schedule 4 shall have been satisfied in respect of such component of the Project Work; and
 - (ii) in all cases, any such action shall be taken at the sole risk of Project Co and Project Co shall in any event remain responsible for complying with the outcome of the Review Procedure, once it is completed in accordance with Section 2.1 [Review Procedure] of this Schedule, at Project Co's sole cost and expense, including any and all reconstruction, alterations, modifications or other remedial work to the Project Work already completed as may be necessary to comply with such outcome.
- (b) In no circumstances shall Project Co proceed with any component of the Project Work in respect of which a submission has been made or is required to be made under the Consent Procedure (including where the Project Work involves providing such submission to a Governmental Authority) prior to the completion of the Consent Procedure in accordance with Section 2.2 [Consent Procedure] of this Schedule, except as otherwise permitted under Section 1.5.1(c) of Schedule 7 [Quality Management].

PART 3

PROJECT CO'S REPRESENTATIVE, KEY INDIVIDUALS AND OWNERSHIP

3.1 Project Co's Representative

- (a) Project Co shall appoint a competent and qualified person to act as Project Co's Representative and its agent in connection with the Project. Such appointment shall be subject to acceptance by the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld.
- (b) Project Co's Representative shall:
 - (i) have extensive experience managing the development, design and construction phases of projects comparable to the Project, being a large, complex, design-build-finance (DBF) transportation project in a complex and dense urban environment;
 - (ii) serve as the single point of contact for Project Co to the Province, BCTFA and the Province's Representative for all purposes under this Agreement and all other Province Project Documents;
 - (iii) be an employee of, or an independent contractor directly engaged by, Project Co;

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- (iv) reside in the vicinity of the Project Site and be located at the Project Site;
 - (v) be able to communicate effectively in English (both orally and in writing); and
 - (vi) devote all working time, energy and skill to the Project and to carrying out the duties of Project Co's Representative.
- (c) Project Co's Representative shall be directly responsible for and fully engaged in, and shall not, except in accordance with Section 3.2 [Change of Project Co's Representative] of this Schedule, abdicate or delegate to any other employee or representative of Project Co the performance of Project Co's obligations under this Agreement and the other Province Project Documents and all aspects of the Project Work, including:
- (i) the stewardship of Project Co and of the Project Work; and
 - (ii) the contract management of all Principal Contractors and any Subcontractors contracting directly with Project Co, and the oversight of the contract management of all other Subcontractors, including addressing and communicating to the Province's Representative any issues raised by the Principal Contractors and the Subcontractors in respect of the Project Work.
- (d) Project Co's Representative shall have full authority to act on behalf of Project Co for all purposes of the Project, and the Province, BCTFA and the Province's Representative:
- (i) are entitled to treat any act of Project Co's Representative in connection with this Agreement or any other Province Project Document as being expressly authorized by Project Co, and shall not be required to determine whether any express authority has in fact been given; and
 - (ii) may refuse to recognize any act in connection with this Agreement or any other Province Project Document of any employee or representative of Project Co other than Project Co's Representative.
- (e) Project Co's Representative shall work together with the Province's Representative in the spirit of partnering and cooperation.

3.2 Change of Project Co's Representative

- (a) Project Co shall appoint, with the prior acceptance of the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld, a substitute Project Co's Representative to serve in the place and stead of Project Co's Representative during any temporary absence of Project Co's Representative to ensure that at all times prior to Total Completion there is an accepted Project Co's Representative available and located at the Project Site.
- (b) The appointment of Project Co's Representative shall not be terminated by Project Co for any reason without prior notice to and the prior acceptance, not to be unreasonably withheld, of the Province's Representative pursuant to the Consent Procedure to both such termination and to the appointment of a substitute Project Co's Representative,

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provided that, in the case of death or serious illness of Project Co's Representative, such notice to and acceptance by the Province's Representative shall take place as soon as practicable upon Project Co's Representative ceasing to act.

3.3 Key Individuals

(a) Project Co represents to the Province that the following are the Key Individuals for the Project as at the Effective Date:

- (i) Project Co's Representative: _____ ;
- (ii) Design-Build Director: _____ ;
- (iii) Design Lead: _____ ; and
- (iv) Systems Lead: _____ .

Project Co shall submit to the Province's Representative, for acceptance in accordance with the Consent Procedure, Project Co's proposed Key Individuals set out below, in accordance with the timelines provided below:

- (v) within 15 calendar days after the Effective Date, Project Co's proposed Environmental Manager, Quality Director, Communications Director, Community and Stakeholder Relations Manager, Business Relations Manager, Traffic Manager, Traffic Engineer, and Indigenous Contracting and Employment Coordinator;
- (vi) within 40 calendar days after the Effective Date, Project Co's proposed Traffic Quality Manager; and
- (vii) within 60 calendar days after the Effective Date, Project Co's proposed Commissioning Director, Independent Safety Assessor, Systems Safety Manager, and Systems Integration Manager.

Project Co shall submit to the Province's Representative, for acceptance in accordance with the Consent Procedure:

- (viii) Project Co's proposed Building Code Review Agent, in accordance with Article 2.1.3(f) of Part 3, Schedule 4; and
 - (viii) Project Co's proposed Project Architect, in accordance with Article 10.1.9 [Project Architect] of Part 2, Schedule 4.
- (a.1) Project Co acknowledges that _____ will fulfill the role as Design-Build Director subject to the following conditions:
- (i) the Province will conduct a review of Design-Build Director's performance 10 months from the Effective Date (not earlier than June 28, 2021);

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- (ii) following the 10-month review, if the Province, in its discretion, determines that is not suitable in the role of Design-Build Director, then Project Co will, in accordance with this Schedule 2 [Representatives, Review Procedure and Consent Procedure], submit a new candidate for Design-Build Director for consideration by the Province under the Consent Procedure; and
 - (iii) the qualifications for any new candidate for Design-Build Director will be evaluated against those of the individual accepted by the Province at the Request for Qualifications stage,
- (b) With respect to Project Co's Representative, the Design-Build Director, the Environmental Manager, the Quality Director, the Communications Director, and the Independent Safety Assessor, such Key Individuals shall:
 - (i) be either an employee of, or an independent contractor directly engaged by, Project Co, or be seconded to Project Co from a shareholder or Principal Contractor; and
 - (ii) except for Project Co's Representative, report directly to Project Co's Representative.
- (c) Each of the Key Individuals referred to in Section 3.3(a) shall:
 - (i) be specifically designated for the purpose of such role; and
 - (ii) be instructed and enabled by Project Co to act in a fair and impartial manner in carrying out such role,and Project Co shall not, without the prior acceptance of the Province's Representative pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld:
 - (iii) change any such Key Individual's job specification or responsibilities; or
 - (iv) except for the Independent Safety Assessor, permit any such Key Individual to be located at any location outside of Greater Vancouver.
- (d) The Key Individuals referred to in Section 3.3(a) of this Schedule shall be required until the Total Completion Date, and thereafter for any subsequent period during which any Construction or any design in respect thereof are being carried out by Project Co pursuant to this Agreement. Project Co shall use all reasonable efforts to ensure that the Key Individuals remain available to perform their respective duties during the applicable periods of time specified in this Section 3.3.
- (e) If for any reason a Key Individual (other than Project Co's Representative, in which case the provisions of Section 3.2 of this Part 3 shall apply) of this Schedule resigns, becomes unavailable or otherwise needs to be replaced (other than for vacation or other reasonable temporary absence provided there is reasonable coverage of the Key Individual's duties during such vacation or other reasonable temporary absence) to perform the Key Individual's duties then Project Co will use all reasonable efforts to appoint a

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replacement with equivalent qualifications and experience to the unavailable Key Individual and Project Co shall not replace such Key Individual without the prior acceptance of the Province's Representative, pursuant to the Consent Procedure, such acceptance not to be unreasonably withheld.

- (f) Project Co acknowledges that the success of the Project to both Project Co and the Province is dependent on the retention at all times of the Key Individuals, and that if any of the Key Individuals are not available and are not replaced as required by this Agreement, the Province will not be obtaining the quality and level of Project Work assumed to be included in the payments to be made to Project Co hereunder, may suffer losses and damages associated with the Project Work that are difficult to quantify in advance and that are reflected in the payments and deductions set out in Sections 3.3(g)(i) and 3.3(g)(ii) below, as applicable, that the Province may incur internal administrative and personnel costs and out-of-pocket costs reflected in Section 3.3(g)(ii) below and the Province may alternatively deem a change as reflected in Section 3.3(g)(iii) below.
- (g) Except in circumstances where Project Co has provided a temporary substitute acceptable to the Province acting reasonably in accordance with this Part 3, if the position of any Key Individual is unfilled for more than 5 weeks during a period when such Key Individual is required pursuant to Section 3.3(d) of this Schedule the following shall apply:
 - (i) Prior to the Total Completion Date, any such failure to fill the relevant Key Individual position shall be a Non-Compliance Event and for each such Key Individual position Project Co shall pay to the Province in respect thereof an amount equal to \$7,000 per week, or part thereof commencing on the day after the last day of the 5th week that the position remains unfilled.
 - (ii) In addition to the remedies under Sections 3.3(g)(i) of this Schedule as applicable, Project Co will pay the Province's reasonable internal administrative and personnel costs and all reasonable out-of-pocket costs related to any measures the Province considers are reasonably incurred in relation to the position being unfilled, including the costs to ensure that Project Co meets the Project Requirements and for the Province's Representative to review and consider any replacement under this Section 3.3, provided that the maximum liability of Project Co under this Section 3.3(g)(ii) will be \$7,000 per week or part thereof commencing on the day the Key Individual position is first unfilled.
 - (iii) The Province, at its election, may at any time deem the unfilled position of a Key Individual to be a change that does not affect any requirements to otherwise comply with this Section 3.3 and upon such election the further liability of Project Co under Sections 3.3(g)(i) and 3.3(g)(ii) will cease and the Province will be credited with the amount of the cost (including wages, benefits, fees and other costs) that would have been incurred by Project Co, its Principal Contractors or shareholders, in respect of the Key Individual plus a Mark-up as set out in Section 2.4(c) of Schedule 11 [Changes].

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- (h) If at any time pursuant to the Project Requirements or otherwise as determined by the Province at its discretion, a Key Individual is required to attend a meeting related to the Project and the Key Individual is not available to attend or does not attend, the Province may postpone the meeting and any resulting delay is at the sole risk of Project Co.
- (i) Until the Substantial Completion Date, no one person may act as more than one Key Individual at any one time. Following the Substantial Completion Date, one person, may undertake more than one Key Individual position if and to the extent only that such multiple roles do not compromise the ability of such person to effectively carry out the responsibilities of each Key Individual position so undertaken, provided that Project Co's Representative may not, at any time, undertake any other Key Individual position.

3.4 Project Co Ownership Information

Project Co represents and warrants that the following information regarding Project Co is true and complete as of the date of the Agreement:

1. Name:

Broadway Subway Project Corporation

2. Date of Registration:

July 17, 2020

3. Registered number:

BC1257709

4. Directors:

Name	Address
Michele Lozza	c/o Tunnel Services Corp. 6205 Blue Lagoon Dr. Suite 290 Miami, Florida, USA 33126
Antonio Munoz	18. Parque Empresarial La Moraleja Alcobendas, Madrid, Spain 28108
Carlos Planelles	#2000 – 595 Burrard Street Vancouver, BC V7X 1J1
Marco Giorelli	5 Haliburton Avenue Toronto, ON M9B 4Y3

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5. Officers:

Name	Address
Jeffrey Spruston, CEO	575 East 30 th Avenue Vancouver, BC V5V 2V7
Jose Alberto Caravaca, CFO	c/o Tunnel Services Corp. 6205 Blue Lagoon Dr. Suite 290 Miami, Florida, USA 33126

6. Subsidiaries at the date of this Agreement:

None

7. Authorized and issued share capital at the date of this Agreement:

Name and address of registered holder	Number and class held	Amount paid up
Acciona BSP Holdings Inc. c/o Gowling WLG (Adam Lewinberg) 550 Burrard Street, Suite 2300, Bentall 5 Vancouver, BC V6C 2B5		
GI&P BSP Holdings Inc. c/o Gowling WLG (Adam Lewinberg) 550 Burrard Street, Suite 2300, Bentall 5 Vancouver, BC V6C 2B5		

8. Loans at the date of this Agreement issued as follows:

Credit Agreement made as of the Effective Date among Project Co, the Agent and the other Finance Parties (as defined in the Credit Agreement)

9. Other outstanding securities (including description of type of securities, name and address of holder and amount):

None

10. Summary of any constitutional, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of Project Co:

None other than pursuant to the articles of Project Co and the amended and restated shareholders agreement between Project Co, Acciona BSP Holdings Inc. and GI&P BSP Holdings Inc. dated July 30, 2020.