

PORT MANN/HIGHWAY 1 PROJECT

SCHEDULE 22
FIRST NATIONS

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PART 1
FIRST NATIONS REQUIREMENTS

1.1 First Nations Requirements

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

(a) The Constructor shall make available to the Identified First Nations, collectively, the equivalent of the following:

(i) a minimum of:

← Section 16

(A) [redacted] of employment opportunities during the first Contract Year; and

Section 16 →

(B) [redacted] of employment opportunities during each subsequent Contract Year to the Substantial Completion Date,

for a cumulative aggregate total of [redacted] of employment opportunities during the Construction Period;

↑ Section 16

(ii) [Intentionally Deleted]

← Section 16

(iii) an aggregate total of [redacted] in contract opportunities during the Construction Period in relation to the DB Work, with potential applicable contract opportunities that have been identified by the Identified First Nations including the provision of construction services, water taxi services, Project Site security services, archaeological investigation and monitoring services, habitat planning, restoration and construction, environmental monitoring services.

(b) The Constructor shall meet with the Identified First Nations within 30 days of the Effective Date to initiate the process for the determination of the employment and specific contract opportunities to be established with the respective Identified First Nations in relation to the DB Work to fulfil the requirements set out in Section 1.1(a) of this Schedule. The Constructor shall also establish and submit to the Authority's Representative pursuant to the Review Procedure within 30 days of the Effective Date appropriate procedural mechanisms for the ongoing working relationship between the Constructor and the respective Identified First Nations in relation to fulfilling the requirements set out in Section 1.1(a) of this Schedule.

(c) The Constructor shall work with the Identified First Nations to determine the potential for additional contract opportunities that could be awarded by the Constructor to the respective Identified First Nations in support of the DB Work. The Constructor shall make commercially reasonable efforts to reach mutual agreement with the respective Identified First Nations for the provision of any such additional contract opportunities in support of the DB Work.

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1.2 Amendment of First Nations Requirements

The Constructor may at any time during the DB Term submit to the Authority's Representative in accordance with the Review Procedure any proposed revision to the First Nations Requirements (as the same may previously have been revised in accordance with this Section) or any part thereof. If there is no objection to such proposed revision in accordance with the Review Procedure, then the First Nations Requirements as so revised shall be the First Nations Requirements for the purposes of this Agreement, subject to any further revision to which there is no objection in accordance with the Review Procedure. For greater certainty, no payment shall be made by the Authority to the Constructor as a consequence of implementation of a revision to the First Nations Requirements pursuant to this Section (including, for greater certainty, any revisions to the First Nations Requirements resulting from the implementation of any additional contract opportunities contemplated by Section 1.1(c) of this Schedule).

1.3 Failure to Meet First Nations Requirements

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

1.4 Cooperation with Consultation

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

1.5 First Nations Reporting

The Constructor shall provide the Authority's Representative with each of the following:

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

**PART 2
OTHER FIRST NATIONS MATTERS**

2.1 Other Agreements with First Nations

In addition to the First Nations Requirements, the Constructor shall throughout the DB Term observe and cause all of its Subcontractors and employees of any of them to observe the terms and conditions of any agreement between the Authority and/or the Province and any first nation with respect to the DB Work to the extent that such terms and conditions are disclosed from time to time by the Authority to the Constructor and the Authority requires the Constructor to observe such terms and

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conditions, and the Constructor shall not in the course of exercising its rights or performing its obligations under this Agreement take or omit to take or permit to be taken or omitted any action that would breach any such terms and conditions. Any requirement to comply imposed by the Authority pursuant to this Section shall constitute an Authority Change.

2.2 First Nations Obligations of the Authority

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