

## ASSIGNMENT AND VARIATION AGREEMENT

This Assignment and Variation Agreement (this "Agreement") is dated as of [●], 2020,<sup>1</sup> and is entered into by and between:

1. PLENARY ROADS FINCO LP, a Delaware limited partnership ("Borrower Finco"),
2. PLENARY ROADS FINCO ULC, a British Columbia unlimited liability company ("Finco 1"),
3. PLENARY DENVER FINCO, LLC, a Delaware limited liability company ("Finco 2", together with Borrower Finco and Finco 1, each a "Finco", and collectively, the "Fincos"),
4. PLENARY ROADS DENVER LLC, a Colorado limited liability company (the "Concessionaire"),
5. PLENARY GROUP USA CONCESSIONS LTD., a Delaware corporation (the "Sponsor"),
6. PLENARY ROADS DENVER LTD., a Colorado corporation ("Concessionaire Member", and together with the Fincos, the Concessionaire and the Sponsor, the "Plenary CP Parties"),
7. PLENARY AMERICAS USA LTD. (formerly known as Plenary Group USA Ltd.), a Nevada corporation ("Plenary USA"),
8. PGC US FINCO GP LTD., a British Columbia corporation (the "GP"),
9. PLENARY GROUP (CANADA) HOLDING LTD. (successor in interest to Plenary Group (Canada) Ltd.), a British Columbia corporation ("Plenary Canada", and together with the GP, the Plenary CP Parties and Plenary USA, the "Plenary Parties"),
10. PGC US FINCO LTD., a British Columbia corporation,
11. COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business within the Colorado Department of Transportation and a division of the Colorado Department of Transportation ("HPTE"),
12. The UNITED STATES DEPARTMENT OF TRANSPORTATION, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau, replacing the Federal Highway Administrator as successor in delegation of authority to so act, with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590, as lender of the TIFIA Phase 1 Loan (the "TIFIA Phase 1 Lender") and as lender of the TIFIA Phase 2 Loan (the "TIFIA Phase 2 Lender"),
13. NORTHLEAF/PRD LENDERCO LP, an Ontario limited partnership ("Northleaf") as Borrower Finco Subordinated Agent, Borrower Finco Subordinated Lender, Concessionaire Subordinated Agent and Concessionaire Subordinated Lender (each as defined below),
14. NORTHLEAF/PRD HOLDCO LP, an Ontario limited partnership ("Northleaf HoldCo"),
15. THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as indenture trustee under the Phase 2 Indenture (the "Phase 2 Indenture Trustee"),
16. THE BANK OF NEW YORK MELLON, in its capacity as intercreditor agent (the "Intercreditor Agent"), and
17. THE BANK OF NEW YORK MELLON, in its capacity as security trustee (the "Security Trustee").

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<sup>1</sup> **NTD:** This Agreement will be dated as of the date that the TIFIA Phase 1 Lender and TIFIA Phase 2 Lender sign this Agreement.

## RECITALS

**WHEREAS**, the Fincos, the Concessionaire and the TIFIA Phase 1 Lender are party to that certain Amended and Restated TIFIA Loan Agreement dated as of February 25, 2014 (as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "TIFIA Phase 1 Loan Agreement") under which Borrower Finco borrowed certain funds from the TIFIA Phase 1 Lender (the "TIFIA Phase 1 Loan Proceeds"), which TIFIA Phase 1 Loan Proceeds were subsequently lent (a) from Borrower Finco to Finco 1 under that certain TIFIA Phase 1 Intercompany Loan Agreement – Finco 1, dated as of February 25, 2014, between Borrower Finco and Finco 1 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 1 TIFIA Phase 1 Loan Agreement"), (b) from Finco 1 to Finco 2 under that certain TIFIA Phase 1 Intercompany Loan Agreement – Finco 2, dated as of February 25, 2014, between Finco 1 and Finco 2 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 2 TIFIA Phase 1 Loan Agreement"), and (c) from Finco 2 to Concessionaire under that certain TIFIA Phase 1 Intercompany Loan Agreement – Concessionaire, dated as of February 25, 2014, between Finco 2 and Concessionaire (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Concessionaire TIFIA Phase 1 Loan Agreement");

**WHEREAS**, the Fincos, the Concessionaire and the TIFIA Phase 2 Lender are party to that certain TIFIA Loan Agreement dated as of February 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "TIFIA Phase 2 Loan Agreement") under which Borrower Finco borrowed certain funds from the TIFIA Phase 2 Lender (the "TIFIA Phase 2 Loan Proceeds"), which TIFIA Phase 2 Loan Proceeds were subsequently lent (a) from Borrower Finco to Finco 1 under that certain TIFIA Phase 2 Intercompany Loan Agreement – Finco 1, dated as of February 25, 2014, between Borrower Finco and Finco 1 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 1 TIFIA Phase 2 Loan Agreement"), (b) from Finco 1 to Finco 2 under that certain TIFIA Phase 2 Intercompany Loan Agreement – Finco 2, dated as of February 25, 2014, between Finco 1 and Finco 2 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 2 TIFIA Phase 2 Loan Agreement"), and (c) from Finco 2 to Concessionaire under that certain TIFIA Phase 2 Intercompany Loan Agreement – Concessionaire, dated as of February 25, 2014, between Finco 2 and Concessionaire (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Concessionaire TIFIA Phase 2 Loan Agreement");

**WHEREAS**, HPTE as issuer and the Phase 2 Indenture Trustee are party to that certain Trust Indenture dated as of February 26, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Phase 2 Indenture"), which governs the terms of the Colorado High Performance Transportation Enterprise U.S. 36 and I-25 Managed Lanes Senior Revenue Bonds Series 2014 issued by HPTE (the "2014 Bonds", and the proceeds of such bonds, the "Bond Proceeds"), which Bond Proceeds were subsequently lent from HPTE to Borrower Finco, under that certain Loan Agreement, dated as of February 26, 2014, among HPTE, Borrower Finco, Finco 1, Finco 2 and the Concessionaire (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Bond Proceeds Loan Agreement"), which Bond Proceeds were subsequently lent (a) from Borrower Finco to Finco 1 under that certain 2014 Bonds Intercompany Loan Agreement – Finco 1, dated as of February 26, 2014, between Borrower Finco and Finco 1 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 1 Bond Proceeds Loan Agreement"), (b) from Finco 1 to Finco 2 under that certain 2014 Bonds Intercompany Loan Agreement – Finco 2, dated as of February 26, 2014, between Finco 1 and Finco 2 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 2 Bond Proceeds Loan Agreement"), and (c) from Finco 2 to Concessionaire under that certain 2014 Bonds Intercompany Loan Agreement – Concessionaire, dated as of February 26, 2014, between Finco 2 and Concessionaire (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Concessionaire Bond Proceeds Loan Agreement");

**WHEREAS**, the Fincos, the Concessionaire, the GP, Northleaf, as subordinated lender

(the "Borrower Finco Subordinated Lender"), and Northleaf, as subordinated agent (the "Borrower Finco Subordinated Agent"), are party to that certain Credit Agreement dated as of February 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Borrower Finco Subordinated Loan Agreement") under which Borrower Finco borrowed certain funds from the Borrower Finco Subordinated Lender (the "Subordinated Loan Proceeds"), which Subordinated Loan Proceeds were subsequently lent (a) from Borrower Finco to Finco 1 under that certain Borrower Finco Subordinated Intercompany Loan Agreement – Finco 1, dated as of February 25, 2014, between Borrower Finco and Finco 1 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 1 Subordinated Loan Agreement"), (b) from Finco 1 to Finco 2 under that certain Borrower Finco Subordinated Intercompany Loan Agreement – Finco 2, dated as of February 25, 2014, between Finco 1 and Finco 2 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Finco 2 Subordinated Loan Agreement"), and (c) from Finco 2 to Concessionaire under that certain Borrower Finco Subordinated Intercompany Loan Agreement – Concessionaire, dated as of February 25, 2014, between Finco 2 and Concessionaire (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Concessionaire Subordinated Loan Agreement");

**WHEREAS**, the Concessionaire, Northleaf, as subordinated lender (the "Concessionaire Subordinated Lender"), and Northleaf, as subordinated agent (the "Concessionaire Subordinated Agent") are party to that certain Credit Agreement dated as of February 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Concessionaire Cash Interest Subordinated Loan Agreement") under which the Concessionaire borrowed certain funds from the Concessionaire Subordinated Lender;

**WHEREAS**, the Plenary Parties have informed the other parties hereto that Plenary Canada has agreed to sell various infrastructure projects to Plenary North American Concessions Inc., a subsidiary of Caisse de dépôt et placement du Québec (such sale, the "CDPQ Acquisition"), and that in advance of the CDPQ Acquisition, the Plenary Parties are required to make certain amendments, amendment and restatements, assignments, terminations and releases as set forth in this Agreement; and

**WHEREAS**, the parties hereto will receive substantial direct and indirect benefit from the transactions contemplated hereby and are, therefore, willing to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I  
Definitions

SECTION 1.01 Terms Defined in the Amended and Restated MSA. Capitalized terms defined in the Amended and Restated MSA and not otherwise defined herein have, as used herein and in the introductory statement and recitals above, the respective meanings provided for therein.

SECTION 1.02 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"2014 Bonds" has the meaning assigned to such term in the recitals hereto.

"2020 Bond Proceeds Loan" has the meaning assigned to such term in SECTION 2.01(e).

"2020 Subordinated Loan" has the meaning assigned to such term in SECTION 2.01(e).

"2020 TIFIA Phase 1 Loan" has the meaning assigned to such term in SECTION 2.01(e).

"2020 TIFIA Phase 2 Loan" has the meaning assigned to such term in SECTION 2.01(e).

"Amended and Restated Bond Proceeds Loan Agreement" has the meaning assigned to such term in SECTION 3.02(d).

"Amended and Restated Borrower Finco Subordinated Loan Agreement" has the meaning assigned to such term in SECTION 3.02(e).

"Amended and Restated CDA" has the meaning assigned to such term in SECTION 3.02(p).

"Amended and Restated CoC Agreement" has the meaning assigned to such term in SECTION 3.02(r).

"Amended and Restated Concessionaire Cash Interest Subordinated Loan Agreement" has the meaning assigned to such term in SECTION 3.02(f).

"Amended and Restated CSA" has the meaning assigned to such term in SECTION 3.02(u).

"Amended and Restated EoD CoC Agreement" has the meaning assigned to such term in SECTION 3.02(t).

"Amended and Restated Finance Services Agreement" has the meaning assigned to such term in SECTION 3.02(n).

"Amended and Restated LTA Agreement" has the meaning assigned to such term in SECTION 3.02(o).

"Amended and Restated Management Services Agreement" has the meaning assigned to such term in SECTION 3.02(m).

"Amended and Restated MSA" has the meaning assigned to such term in SECTION 3.02(g).

"Amended and Restated Phase 2 Indenture" has the meaning assigned to such term in SECTION 3.02(c).

"Amended and Restated Pledge Agreement" has the meaning assigned to such term in SECTION 3.02(k).

"Amended and Restated Senior Obligations Intercreditor Agreement" has the meaning assigned to such term in SECTION 3.02(i).

"Amended and Restated Subordinated Obligations Intercreditor Agreement" has the meaning assigned to such term in SECTION 3.02(h).

"Amended and Restated TIFIA Phase 2 Loan Agreement" has the meaning assigned to such term in SECTION 3.02(b).

"Amended and Restated TRA" has the meaning assigned to such term in SECTION 3.02(q).

"Amendment to Concession Agreement" has the meaning assigned to such term in SECTION 3.02(l).

"Amendment to HPTE Direct Agreement" has the meaning assigned to such term in SECTION 3.02(j).

"Amendment to TSA-TLA Direct Agreement" has the meaning assigned to such term in SECTION 3.02(s).

"Assigned Project Documents" has the meaning assigned to such term in SECTION 3.01(c).

"Bond Proceeds" has the meaning assigned to such term in the recitals hereto.

"Bond Proceeds Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Borrower Finco" has the meaning assigned to such term in the introduction hereto.

"Borrower Finco Subordinated Agent" has the meaning assigned to such term in the recitals hereto.

"Borrower Finco Subordinated Lender" has the meaning assigned to such term in the recitals hereto.

"Borrower Finco Subordinated Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"CDA" means the Continuing Disclosure Agreement, dated February 26, 2014, among the Concessionaire, Borrower Finco and The Bank of New York Mellon Trust Company, N.A., as dissemination agent, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"CDPO Acquisition" has the meaning assigned to such term in the recitals hereto.

"CoC Agreement" means the Change of Control Agreement, dated February 25, 2014, among the Concessionaire, Borrower Finco, the Borrower Finco Subordinated Lender, the Concessionaire Subordinated Lender, the Borrower Finco Subordinated Agent, the Concessionaire Subordinated Agent and Northleaf HoldCo as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Concession Agreement" means the Amended and Restated Concession Agreement, dated February 25, 2014, between HPTE and the Concessionaire, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Concessionaire" has the meaning assigned to such term in the introduction hereto.

"Concessionaire Bond Proceeds Loan Agreement" has the meaning assigned to such term in the

recitals hereto.

"Concessionaire Cash Interest Subordinated Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Concessionaire Member" has the meaning assigned to such term in the introduction hereto.

"Concessionaire Step 1 Documents" has the meaning assigned to such term in SECTION 2.01(a).

"Concessionaire Subordinated Agent" has the meaning assigned to such term in the recitals hereto.

"Concessionaire Subordinated Lender" has the meaning assigned to such term in the recitals hereto.

"Concessionaire Subordinated Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Concessionaire TIFIA Phase 1 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Concessionaire TIFIA Phase 2 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Consent Solicitation" means the solicitation by the Concessionaire of the consent of a majority in aggregate principal amount of the then outstanding 2014 Bonds pursuant to Sections 9.02 and 10.02 of the Phase 2 Indenture, Section 11.01 of the MSA, Section 10.05 of the Bond Proceeds Loan Agreement, Section 7 of the CDA and Section 8.3 of the Senior Obligations Intercreditor Agreement.

"CSA" means the Capital Structure Agreement, dated February 25, 2014, among the Concessionaire, Borrower Finco, Plenary Canada and Northleaf, as subordinated lender and as subordinated agent, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"EoD CoC Agreement" means the Plenary Roads Denver Ltd. EOD Change of Control Agreement, dated February 25, 2014, among the Concessionaire Member, the Borrower Finco Subordinated Lender and the Borrower Finco Subordinated Agent, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Effective Date" has the meaning assigned to such term in ARTICLE VI.

"Existing Documents" means the TIFIA Phase 1 Loan Agreement, the TIFIA Phase 2 Loan Agreement, the Phase 2 Indenture, the Bond Proceeds Loan Agreement, the Borrower Finco Subordinated Loan Agreement, the Concessionaire Cash Interest Subordinated Loan Agreement, the MSA, the HPTD Direct Agreement, the Concession Agreement, the Management Services Agreement, the Finance Services Agreement, the LTA Agreement, the CDA, the TRA, the EoD CoC Agreement, the CoC Agreement, the CSA and the TSA-TLA Direct Agreement.

"Existing Borrower Finco Distribution Account" has the meaning assigned to such term in ARTICLE IV(a)(x).

"Existing Senior Bonds Debt Service Account" has the meaning assigned to such term in ARTICLE IV(a)(i).

"Existing Subordinated Loan Debt Service Account" has the meaning assigned to such term in ARTICLE IV(a)(iv).

"Existing Subordinated Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(a)(v).

"Existing TIFIA Phase 1 Debt Service Account" has the meaning assigned to such term in ARTICLE IV(a)(ii).

"Existing TIFIA Phase 1 Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(a)(vi).

"Existing TIFIA Phase 1 Revenue Share Account" has the meaning assigned to such term in ARTICLE IV(a)(vii).

"Existing TIFIA Phase 2 Debt Service Account" has the meaning assigned to such term in ARTICLE IV(a)(iii).

"Existing TIFIA Phase 2 Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(a)(viii).

"Existing TIFIA Phase 2 Revenue Share Account" has the meaning assigned to such term in ARTICLE IV(a)(ix).

"Finance Services Agreement" means the Finance Services Agreement, dated February 25, 2014, between the Concessionaire and Plenary USA, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Finance Parties" has the meaning assigned to such term in ARTICLE VI.

"Finco" has the meaning assigned to such term in the introduction hereto.

"Finco 1" has the meaning assigned to such term in the introduction hereto.

"Finco 1 Bond Proceeds Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 1 Step 1 Documents" has the meaning assigned to such term in SECTION 2.01(d).

"Finco 1 Subordinated Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 1 TIFIA Phase 1 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 1 TIFIA Phase 2 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 2" has the meaning assigned to such term in the introduction hereto.

"Finco 2 Bond Proceeds Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 2 Step 1 Documents" has the meaning assigned to such term in SECTION 2.01(b).

"Finco 2 Subordinated Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 2 TIFIA Phase 1 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"Finco 2 TIFIA Phase 2 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"GP" has the meaning assigned to such term in the introduction hereto.

"HPTE" has the meaning assigned to such term in the introduction hereto.

"HPTE Direct Agreement" means the Consent and Agreement, dated February 25, 2014, among the Concessionaire, HPTE and the Security Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Intercreditor Agent" has the meaning assigned to such term in the introduction hereto.

"LTA Agreement" means the Independent Engineer Services Agreement, dated February 25, 2014, between the Concessionaire and BTY Consultancy Group Inc., a corporation incorporated under the laws of British Columbia, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Management Services Agreement" means the Management Services Agreement, dated as of February 25, 2014, between the Concessionaire and Plenary USA, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"MSA" means the Master Security Agreement, dated as of February 25, 2014, among HPTE, as issuer, the Phase 2 Indenture Trustee, the Security Trustee, the Intercreditor Agent, the TIFIA Phase 1 Lender, the TIFIA Phase 2 Lender, the Borrower Finco Subordinated Lender, the Borrower Finco Subordinated Agent, the Concessionaire Subordinated Lender, the Concessionaire Subordinated Agent, the Fincos and the Concessionaire, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Northleaf" has the meaning assigned to such term in the introduction hereto.

"Northleaf HoldCo" has the meaning assigned to such term in the introduction hereto.

"PGC Entity EoD CoC Agreement" means the PGC Entity EOD Change of Control Agreement, dated February 25, 2014, among PGC US Finco Ltd., the GP, the Borrower Finco Subordinated Lender and the Borrower Finco Subordinated Agent, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Phase 2 Indenture" has the meaning assigned to such term in the recitals hereto.

"Phase 2 Indenture Trustee" has the meaning assigned to such term in the introduction hereto.

"Pledge Agreement" means the Pledge Agreement and Limited Recourse Guaranty, dated as of February 25, 2014, between Northleaf and the Security Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Plenary Canada" has the meaning assigned to such term in the introduction hereto.

"Plenary CP Parties" has the meaning assigned to such term in the introduction hereto.

"Plenary Parties" has the meaning assigned to such term in the introduction hereto.

"Plenary USA" has the meaning assigned to such term in the introduction hereto.

"Replacement Senior Bonds Debt Service Account" has the meaning assigned to such term in ARTICLE IV(b)(i).



"Replacement Subordinated Loan Debt Service Account" has the meaning assigned to such term in ARTICLE IV(b)(iv).

"Replacement Subordinated Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(b)(v).

"Replacement TIFIA Phase 1 Debt Service Account" has the meaning assigned to such term in ARTICLE IV(b)(ii).

"Replacement TIFIA Phase 1 Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(b)(vi).

"Replacement TIFIA Phase 1 Revenue Share Account" has the meaning assigned to such term in ARTICLE IV(b)(vii).

"Replacement TIFIA Phase 2 Debt Service Account" has the meaning assigned to such term in ARTICLE IV(b)(iii).

"Replacement TIFIA Phase 2 Loan Prepayment Account" has the meaning assigned to such term in ARTICLE IV(b)(viii).

"Replacement TIFIA Phase 2 Revenue Share Account" has the meaning assigned to such term in ARTICLE IV(b)(ix).

"Second Amended and Restated TIFIA Phase 1 Loan Agreement" has the meaning assigned to such term in SECTION 3.02(a).

"Security Trustee" has the meaning assigned to such term in the introduction hereto.

"Senior Obligations Intercreditor Agreement" means the Subordination and Intercreditor Agreement, dated as of February 25, 2014, among the Intercreditor Agent, the Phase 2 Indenture Trustee, the TIFIA Phase 1 Lender, the TIFIA Phase 2 Lender and the Security Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Sponsor" has the meaning assigned to such term in the introduction hereto.

"Step 1 Assignment and Release" has the meaning assigned to such term in SECTION 2.01.

"Step 2 Assignment and Release" has the meaning assigned to such term in SECTION 3.01.

"Step 2 Loan Documents" has the meaning assigned to such term in SECTION 3.01(a).

"Subordinated Loan Proceeds" has the meaning assigned to such term in the recitals hereto.

"Subordinated Obligations Intercreditor Agreement" means the Subordination and Intercreditor Agreement, dated as of February 25, 2014, among the Phase 2 Indenture Trustee, the TIFIA Phase 1 Lender, the TIFIA Phase 2 Lender, the Security Trustee, the Borrower Finco Subordinated Lender, the Borrower Finco Subordinated Agent, the Concessionaire Subordinated Lender and the Concessionaire Subordinated Agent, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"TIFIA Phase 1 Lender" has the meaning assigned to such term in the introduction hereto.

"TIFIA Phase 1 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"TIFIA Phase 1 Loan Proceeds" has the meaning assigned to such term in the recitals hereto.

"TIFIA Phase 2 Lender" has the meaning assigned to such term in the introduction hereto.

"TIFIA Phase 2 Loan Agreement" has the meaning assigned to such term in the recitals hereto.

"TIFIA Phase 2 Loan Proceeds" has the meaning assigned to such term in the recitals hereto.

"TRA" means the Tax Regulatory Agreement, dated February 26, 2014, among HPTE, Borrower Finco and the Concessionaire, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"TSA-TLA Direct Agreement" means the Consent and Agreement, dated as of February 25, 2014, among E-470 Public Highway Authority, a non-profit political subdivision of the State of Colorado, HPTE, the Concessionaire and the Security Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof.

"Transaction Documents" means this Agreement, the Second Amended and Restated TIFIA Phase 1 Loan Agreement, the Amended and Restated TIFIA Phase 2 Loan Agreement, the Amended and Restated Phase 2 Indenture, the Amended and Restated Bond Proceeds Loan Agreement, the Amended and Restated Borrower Finco Subordinated Loan Agreement, the Amended and Restated Concessionaire Cash Interest Subordinated Loan Agreement, the Amended and Restated MSA, the Amended and Restated Subordinated Obligations Intercreditor Agreement, the Amended and Restated Senior Obligations Intercreditor Agreement, the Amendment to HPTE Direct Agreement, the Amended and Restated Pledge Agreement, the Amendment to Concession Agreement, the Amended and Restated Management Services Agreement, the Amended and Restated Finance Services Agreement, the Amended and Restated LTA Agreement, the Amended and Restated CDA, the Amended and Restated TRA, the Amended and Restated EoD CoC Agreement, the Amended and Restated CoC Agreement, the Amended and Restated CSA and the Amendment to TSA-TLA Direct Agreement.

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any reference herein to any Person shall be construed to include such Person's successors and assigns, (b) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (c) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (d) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

## ARTICLE II

### STEP 1 ASSIGNMENT

SECTION 2.01 Step 1 Assignment and Release. Upon the occurrence of the Effective Date, and immediately prior to the Step 2 Assignment and Release, each of the following will be deemed to have occurred as of January 1, 2020 substantially simultaneously and in the following order (collectively, the "Step 1 Assignment and Release"):

(a) Finco 2 hereby irrevocably sells, assigns and transfers to Finco 1, and Finco 1 hereby irrevocably purchases and assumes, all of Finco 2's rights, obligations, covenants and liabilities under the Concessionaire TIFIA Phase 1 Loan Agreement, the Concessionaire TIFIA Phase 2 Loan Agreement, the Concessionaire Bond Proceeds Loan Agreement and the Concessionaire Subordinated Loan Agreement and any documents or instruments delivered pursuant to any of the foregoing agreements that are related to any of such rights, obligations, covenants and liabilities of Finco 2

(collectively, the "Concessionaire Step 1 Documents").

(b) As consideration for the sale, assignment and transfer of the Concessionaire Step 1 Documents by Finco 2 to Finco 1, Finco 1 hereby irrevocably and unconditionally releases Finco 2 from any and all of its obligations, whether present or future, actual or contingent, under the Finco 2 TIFIA Phase 1 Loan Agreement, Finco 2 TIFIA Phase 2 Loan Agreement, Finco 2 Bond Proceeds Loan Agreement and the Finco 2 Subordinated Loan Agreement (collectively, the "Finco 2 Step 1 Documents"), and the Finco 2 Step 1 Documents are hereby deemed to be repaid and satisfied in full in consideration of such sale, assignment and transfer and are hereby terminated, together with any and all promissory notes issued in connection therewith, and of no further force and effect.

(c) Effective immediately after the sale, assignment and transfer of the Concessionaire Step 1 Documents by Finco 2 to Finco 1 described above, Finco 1 hereby irrevocably sells, assigns and transfers to Borrower Finco, and Borrower Finco hereby irrevocably purchases and assumes, all of Finco 1's rights, obligations, covenants and liabilities under the Concessionaire Step 1 Documents.

(d) As consideration for the sale, assignment and transfer of the Concessionaire Step 1 Documents by Finco 1 to Borrower Finco, Borrower Finco hereby irrevocably and unconditionally releases Finco 1 from any and all of its obligations, whether present or future, actual or contingent, under the Finco 1 TIFIA Phase 1 Loan Agreement, the Finco 1 TIFIA Phase 2 Loan Agreement, the Finco 1 Bond Proceeds Loan Agreement, and Finco 1 Subordinated Loan Agreement (collectively, the "Finco 1 Step 1 Documents"), and the Finco 1 Step 1 Documents are hereby deemed to be repaid and satisfied in full in consideration of such sale, assignment and transfer and are hereby terminated, together with any and all promissory notes issued in connection therewith, and of no further force and effect.

(e) Following the assignments and releases set forth above, Borrower Finco shall be deemed to have lent (i) the TIFIA Phase 1 Loan Proceeds directly to the Concessionaire (such loan, the "2020 TIFIA Phase 1 Loan"), (ii) the TIFIA Phase 2 Loan Proceeds directly to the Concessionaire (such loan, the "2020 TIFIA Phase 2 Loan"), (iii) the Bond Proceeds directly to the Concessionaire (such loan, the "2020 Bond Proceeds Loan"), and (iv) the Subordinated Loan Proceeds directly to the Concessionaire (such loan, the "2020 Subordinated Loan").

(f) Each sale, assignment and transfer set forth above is without recourse to the respective assigning entity and, except as expressly provided in this Agreement, without representation or warranty by such assigning entity.

### ARTICLE III

#### STEP 2 ASSIGNMENT AND AMENDMENT AND RESTATEMENT

SECTION 3.01 Step 2 Assignment and Release. Immediately after the Step 1 Assignment and Release on the Effective Date, each of the following will be deemed to have occurred as of the Effective Date substantially simultaneously and in the following order (collectively, the "Step 2 Assignment and Release"):

(a) Borrower Finco hereby irrevocably sells, assigns and transfers to Concessionaire, and Concessionaire hereby irrevocably purchases and assumes, all of Borrower Finco's rights, obligations, covenants and liabilities under the TIFIA Phase 1 Loan Agreement, TIFIA Phase 2 Loan Agreement, the Bond Proceeds Loan Agreement and the Borrower Finco Subordinated Loan Agreement and any documents or instruments delivered pursuant to any of the foregoing agreements that are related to any of such rights, obligations, covenants and liabilities of Borrower Finco (collectively, the "Step 2 Loan Documents"), whether arising before or after the Effective Date.

(b) As consideration for the sale, assignment and transfer of the Step 2 Loan Documents by Borrower Finco to Concessionaire, Borrower Finco hereby irrevocably and unconditionally releases Concessionaire from any and all of its obligations, whether present or future, actual or contingent, in respect of the 2020 TIFIA Phase 1 Loan, the 2020 TIFIA Phase 2 Loan, the 2020 Bond Proceeds Loan, the 2020 Subordinated Loan and the Concessionaire Step 1 Documents, and the

Concessionaire Step 1 Documents and loans thereunder are hereby deemed to be repaid and satisfied in full in consideration of such sale, assignment and transfer and are hereby terminated, together with any and all promissory notes issued in connection therewith, and of no further force and effect.

(c) Each Finco hereby irrevocably assigns to Concessionaire, and Concessionaire irrevocably assumes, all of such Finco's rights, obligations, covenants and liabilities under the MSA, the CDA, the TRA, the CoC Agreement and the CSA (collectively, the "Assigned Project Documents"), whether arising before or after the Effective Date.

(d) Plenary Canada hereby irrevocably assigns to Sponsor, and Sponsor irrevocably assumes, all of Plenary Canada's rights, obligations, covenants and liabilities under the CSA, whether arising before or after the Effective Date.

(e) The GP hereby irrevocably assigns to Concessionaire, and Concessionaire irrevocably assumes, all of the GP's rights, obligations, covenants and liabilities under the Borrower Finco Subordinated Loan Agreement, whether arising before or after the Effective Date.

(f) Each party to each Assigned Project Document (other than the Fincos) that is a party hereto hereby irrevocably and unconditionally releases each Finco from any and all of its obligations, whether present or future, actual or contingent, or arising before or after the Effective Date, under the Assigned Project Documents, and the Security Trustee hereby irrevocably and unconditionally terminates and releases any security interest granted by any Finco under the MSA.

(g) Each party to the CSA (other than Plenary Canada) hereby irrevocably and unconditionally releases Plenary Canada from any and all of its obligations, whether present or future, actual or contingent, or arising before or after the Effective Date, under the CSA.

(h) Each party to the Borrower Finco Subordinated Loan Agreement (other than the GP) hereby irrevocably and unconditionally release the GP from any and all of its obligations, whether present or future, actual or contingent, or arising before or after the Effective Date, under the Borrower Finco Subordinated Loan Agreement.

(i) Simultaneously with the assignments, terminations and releases set out in this SECTION 3.01, the PGC Entity EoD CoC Agreement is hereby terminated by each of the parties thereto and of no further force and effect.

SECTION 3.02 Amendment and Restatement. Effective immediately upon the consummation of the assignments and releases set out in SECTION 3.01 above:

(a) The TIFIA Phase 1 Loan Agreement shall be amended and restated in its entirety in the form set out in Annex 1 to this Agreement (the "Second Amended and Restated TIFIA Phase 1 Loan Agreement");

(b) The TIFIA Phase 2 Loan Agreement shall be amended and restated in its entirety in the form set out in Annex 2 to this Agreement (the "Amended and Restated TIFIA Phase 2 Loan Agreement");

(c) The Phase 2 Indenture shall be amended and restated in its entirety in the form set out in Annex 3 to this Agreement (the "Amended and Restated Phase 2 Indenture");

(d) The Bond Proceeds Loan Agreement shall be amended and restated in its entirety in the form set out in Annex 4 to this Agreement (the "Amended and Restated Bond Proceeds Loan Agreement");

(e) The Borrower Finco Subordinated Loan Agreement shall be amended and restated in its entirety in the form set out in Annex 5 to this Agreement (the "Amended and Restated Borrower Finco Subordinated Loan Agreement");

(f) The Concessionaire Cash Interest Subordinated Loan Agreement shall be amended and restated in its entirety in the form set out in Annex 6 to this Agreement (the "Amended

and Restated Concessionaire Cash Interest Subordinated Loan Agreement”);

(g) The MSA shall be amended and restated in its entirety in the form set out in Annex 7 to this Agreement (the “Amended and Restated MSA”);

(h) The Subordinated Obligations Intercreditor Agreement shall be amended and restated in its entirety in the form set out in Annex 8 to this Agreement (the “Amended and Restated Subordinated Obligations Intercreditor Agreement”);

(i) The Senior Obligations Intercreditor Agreement shall be amended and restated in its entirety in the form set out in Annex 9 to this Agreement (the “Amended and Restated Senior Obligations Intercreditor Agreement”);

(j) The HPTE Direct Agreement shall be amended by an amendment in the form set out in Annex 10 to this Agreement (the “Amendment to HPTE Direct Agreement”);

(k) The Pledge Agreement shall be amended and restated in its entirety in the form set out in Annex 11 to this Agreement (the “Amended and Restated Pledge Agreement”);

(l) The Concession Agreement shall be amended by an amendment in the form set out in Annex 12 to this Agreement (the “Amendment to Concession Agreement”);

(m) The Management Services Agreement shall be amended and restated in its entirety in the form set out in Annex 13 to this Agreement (the “Amended and Restated Management Services Agreement”);

(n) The Finance Services Agreement shall be amended and restated in its entirety in the form set out in Annex 14 to this Agreement (the “Amended and Restated Finance Services Agreement”);

(o) The LTA Agreement shall be amended and restated in its entirety in the form set out in Annex 15 to this Agreement (the “Amended and Restated LTA Agreement”);

(p) The CDA shall be amended and restated in its entirety in the form set out in Annex 16 to this Agreement (the “Amended and Restated CDA”);

(q) The TRA shall be amended and restated in its entirety in the form set out in Annex 17 to this Agreement (the “Amended and Restated TRA”);

(r) The CoC Agreement shall be amended and restated in its entirety in the form set out in Annex 18 to this Agreement (the “Amended and Restated CoC Agreement”);

(s) The TSA-TLA Direct Agreement shall be amended by an amendment in the form set out in Annex 19 to this Agreement (the “Amendment to TSA-TLA Direct Agreement”);

(t) The EoD CoC Agreement shall be amended and restated in its entirety in the form set out in Annex 20 to this Agreement (the “Amended and Restated EoD CoC Agreement”); and

(u) The CSA shall be amended and restated in its entirety in the form set out in Annex 21 to this Agreement (the “Amended and Restated CSA”).

#### ARTICLE IV

#### ACCOUNTS<sup>2</sup>

Simultaneously with the assignments set out in ARTICLE III above:

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<sup>2</sup> BNYM to provide full name and account numbers.

(a) Borrower Finco shall close each of:

- (i) the "[Borrower Finco Senior Bonds Debt Service Account]" (account number 5439118400) (the "Existing Senior Bonds Debt Service Account"),
- (ii) the "[Borrower Finco TIFIA Phase 1 Debt Service Account]" (account number 5439358400) (the "Existing TIFIA Phase 1 Debt Service Account"),
- (iii) the "[Borrower Finco TIFIA Phase 2 Debt Service Account]" ((account number 5439148400) (the "Existing TIFIA Phase 2 Debt Service Account"),
- (iv) the "[Borrower Finco Subordinated Loan Debt Service Account]" (account number 5439368400) (the "Existing Subordinated Loan Debt Service Account"),
- (v) the "[Borrower Finco Subordinated Loan Prepayment Account]" (account number 5439378400) (the "Existing Subordinated Loan Prepayment Account"),
- (vi) the "[TIFIA Phase 1 Loan Prepayment Account]" (account number 5289158400) (the "Existing TIFIA Phase 1 Loan Prepayment Account"),
- (vii) the "[TIFIA Phase 1 Revenue Share Account]" (account number 5289168400) (the "Existing TIFIA Phase 1 Revenue Share Account"),
- (viii) the "[TIFIA Phase 2 Loan Prepayment Account]" (account number 3445518400) (the "Existing TIFIA Phase 2 Loan Prepayment Account"),
- (ix) the "[TIFIA Phase 2 Revenue Share Account]" (account number 3445528400) (the "Existing TIFIA Phase 2 Revenue Share Account"), and
- (x) the "[Borrower Finco Distribution Account]" (account number 5439248400) (the "Existing Borrower Finco Distribution Account"),

(b) Concessionaire shall open in its name, in replacement of the Existing Senior Bonds Debt Service Account, the Existing TIFIA Phase 1 Debt Service Account, the Existing TIFIA Phase 2 Debt Service Account, the Existing Subordinated Loan Debt Service Account, the Existing Subordinated Loan Prepayment Account, the Existing TIFIA Phase 1 Loan Prepayment Account, the Existing TIFIA Phase 1 Revenue Share Account, the Existing TIFIA Phase 2 Loan Prepayment Account and the Existing TIFIA Phase 2 Revenue Share Account respectively:

- (i) a replacement "Senior Bonds Debt Service Account" (account number 9134138400) (the "Replacement Senior Bonds Debt Service Account"),
- (ii) a replacement "TIFIA Phase 1 Debt Service Account" (account number 9134148400) (the "Replacement TIFIA Phase 1 Debt Service Account"),
- (iii) a replacement "TIFIA Phase 2 Debt Service Account" (account number 9134158400) (the "Replacement TIFIA Phase 2 Debt Service Account"),
- (iv) a replacement "Subordinated Loan Debt Service Account" (account number 9134178400) (the "Replacement Subordinated Loan Debt Service Account"),
- (v) a replacement "Subordinated Loan Prepayment Account" (account number 9134188400) (the "Replacement Subordinated Loan Prepayment Account"),
- (vi) a replacement "TIFIA Phase 1 Loan Prepayment Account" (account number 9134228400) (the "Replacement TIFIA Phase 1 Loan Prepayment Account"),
- (vii) a replacement "TIFIA Phase 1 Revenue Share Account" (account number 9134238400) (the "Replacement TIFIA Phase 1 Revenue Share Account"),

(viii) a replacement "TIFIA Phase 2 Loan Prepayment Account" (account number [●]) (the "Replacement TIFIA Phase 2 Loan Prepayment Account"), and

(ix) a replacement "TIFIA Phase 2 Revenue Share Account" (account number [●]) (the "Replacement TIFIA Phase 2 Revenue Share Account"),

in each case to be established with the assistance of, and to be held with, the Security Trustee, and

(c) the Security Trustee shall:

(i) transfer all amounts standing to the credit of (A) the Existing Senior Bonds Debt Service Account to the Replacement Senior Bonds Debt Service Account, (B) the Existing TIFIA Phase 1 Debt Service Account to the Replacement TIFIA Phase 1 Debt Service Account, (C) the Existing TIFIA Phase 2 Debt Service Account to the Replacement TIFIA Phase 2 Debt Service Account, (D) the Existing Subordinated Loan Debt Service Account to the Replacement Subordinated Loan Debt Service Account, (E) the Existing Subordinated Loan Prepayment Account to the Replacement Subordinated Loan Prepayment Account, (F) the Existing TIFIA Phase 1 Loan Prepayment Account to the Replacement TIFIA Phase 1 Loan Prepayment Account, (G) the Existing TIFIA Phase 1 Revenue Share Account to the Replacement TIFIA Phase 1 Revenue Share Account, (H) the Existing TIFIA Phase 2 Loan Prepayment Account to the Replacement TIFIA Phase 2 Loan Prepayment Account, (I) the Existing TIFIA Phase 2 Revenue Share Account to the Replacement TIFIA Phase 2 Revenue Share Account, and (J) the Existing Borrower Finco Distribution Account to [an account designated by the Sponsor],<sup>3</sup>

(ii) promptly after the completion of the transfers set out in clause (c)(i) of this ARTICLE IV, close the Existing Senior Bonds Debt Service Account, the Existing TIFIA Phase 1 Debt Service Account, the Existing TIFIA Phase 2 Debt Service Account, the Existing Subordinated Loan Debt Service Account, the Existing Subordinated Loan Prepayment Account, the Existing Borrower Finco Distribution Account, the Existing TIFIA Phase 1 Loan Prepayment Account, the Existing TIFIA Phase 1 Revenue Share Account, the Existing TIFIA Phase 2 Loan Prepayment Account and the Existing TIFIA Phase 2 Revenue Share Account in order to give effect to clause (a) of this ARTICLE IV, and

(iii) take such steps as are necessary to carry out the changes contemplated in clauses (a), (b), and (c) of this ARTICLE IV.

For the avoidance of doubt, each of the Replacement Senior Bonds Debt Service Account, the Replacement TIFIA Phase 1 Debt Service Account, the Replacement TIFIA Phase 2 Debt Service Account, the Replacement Subordinated Loan Debt Service Account, the Replacement Subordinated Loan Prepayment Account, the Replacement TIFIA Phase 1 Loan Prepayment Account, the Replacement TIFIA Phase 1 Revenue Share Account, the Replacement TIFIA Phase 2 Loan Prepayment Account and the Replacement TIFIA Phase 2 Revenue Share Account shall be subject to an ongoing security interest in favor and for the benefit of the Secured Parties pursuant to the Amended and Restated MSA.

## ARTICLE V

### CONSENT

SECTION 5.01 Finance Party Consents. Each of the TIFIA Phase 1 Lender, the TIFIA Phase 2 Lender, HPTE, the Borrower Finco Subordinated Lender, the Borrower Finco Subordinated Agent, the Concessionaire Subordinated Lender, the Concessionaire Subordinated Agent and the Phase 2 Indenture Trustee (acting pursuant to the Consent Solicitation) hereby:

(a) consents to the terms of this Agreement and the amendments, amendment and

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<sup>3</sup> **NTD**: Under the existing MSA, Borrower Finco can direct the transfer of any funds on deposit in the Borrower Finco Distribution Account as it sees fit.

restatements, terminations and releases contemplated hereby, including pursuant to SECTION 3.01 and SECTION 3.02, and agrees to execute and deliver each document referred to in the Annexes hereto to the extent it is expressly named in the respective Annex as a party thereto;

(b) instructs the Security Trustee to execute and deliver this Agreement and carry out any instructions and obligations required pursuant to this Agreement, including, but not limited to, establishing replacement accounts of the Concessionaire pursuant to ARTICLE IV, and to execute and deliver each Transaction Document to the extent it is a party thereto;

(c) instructs the Intercreditor Agent to execute and deliver this Agreement and carry out any instructions and obligations required pursuant to this Agreement, to execute and deliver each Transaction Document to the extent it is a party thereto, and to instruct the Security Trustee to, where relevant, execute and deliver each Transaction Document to the extent the Security Trustee is a party thereto; and

(d) provides its consent to the extent necessary under the Funding Documents or any other agreement referred to herein, in each case to which it is party, in order to permit the Plenary Parties to execute and deliver this Agreement, perform their obligations hereunder and give effect to the transactions effected hereby, and waives any default occurring in connection therewith under such applicable agreements,

in each case, including to the extent necessary for the purposes, as applicable to the relevant consenting party, of Section 30 (*Amendments and Waivers*) of the TIFIA Phase 1 Loan Agreement, Section 30 (*Amendments and Waivers*) of the TIFIA Phase 2 Loan Agreement, Section 10.05 (*Amendments, Changes and Modifications*) of the Bond Proceeds Loan Agreement, Article IX (*Supplemental Indentures*) of the Phase 2 Indenture, Article X (*Amendment of and Certain Actions Under Series 2014 Loan Agreement, Other Funding Documents and MSA*) of the Phase 2 Indenture, Section 11.01 (*Amendments and Waivers*) of the MSA, Sections 6.03 (*Amendments to Subordinated Debt Documents*) and 11.03 (*Amendments; Waivers*) of the Subordinated Obligations Intercreditor Agreement, Articles VIII (*Amendments of Funding Documents; No Impairment*) and X (*Modifications; Instruments; Other Relationships*) of the Senior Obligations Intercreditor Agreement, Section 19 (*Variations*) of the HPTE Direct Agreement, Section 18 (*Amendments; Waivers; Etc.*) of the Pledge Agreement, Section 70 (*Amendments*) of the Concession Agreement, Section 11 (*Amendments*) of the TRA and Section 5.01 (*Amendments, Etc.*) of the TSA-TLA Direct Agreement.

SECTION 5.02 Agent Consents. Each of the Intercreditor Agent (acting pursuant to the instructions given to it in SECTION 5.01(c)) and the Security Trustee (acting pursuant to the instructions given to it in SECTION 5.01(b)) hereby:

(a) consents to the terms of this Agreement and the amendments, amendment and restatements, assignments, terminations and releases contemplated hereby, including pursuant to SECTION 3.01 and SECTION 3.02, and agrees to execute and deliver each Transaction Document to the extent it is a party thereto;

(b) acknowledges that the instructions in SECTION 5.01 to the Security Trustee shall be deemed, where applicable, to be an instruction to the Intercreditor Agent to so instruct the Security Trustee to take such action, and the Intercreditor Agent so instructs the Security Trustee; and

(c) provides its consent to the extent necessary under the Funding Documents or any other agreement referred to herein in order to permit the Plenary Parties to execute and deliver this Agreement, perform their obligations hereunder and give effect to the transactions contemplated hereby,

in each case, including to the extent necessary for the purposes of Section 11.01 (*Amendments and Waivers*) of the MSA, Sections 6.03 (*Amendments to Subordinated Debt Documents*) and 11.03 (*Amendments; Waivers*) of the Subordinated Obligations Intercreditor Agreement, Articles VIII (*Amendments of Funding Documents; No Impairment*) and X (*Modifications; Instruments; Other Relationships*) of the Senior Obligations Intercreditor Agreement, Section 19 (*Variations*) of the HPTE Direct Agreement, Section 18 (*Amendments; Waivers; Etc.*) of the Pledge Agreement, Section 5.01



(Amendments, Etc.) of the TSA-TLA Direct Agreement and Section 7 (Amendment; Waiver) of the CDA.

## ARTICLE VI

### CONDITIONS TO EFFECTIVENESS

This Agreement shall become effective as of the first date of the satisfaction of, or waiver in writing by, the TIFIA Phase 1 Lender, the TIFIA Phase 2 Lender, the Phase 2 Indenture Trustee, Northleaf, HPTE, the Security Trustee and the Intercreditor Agent (collectively, the "Finance Parties") of each of the following conditions precedent in form and substance satisfactory to each of the Finance Parties (such first date, the "Effective Date"); provided that where any such condition precedent is expressly required to be delivered to only a subset of all of the Finance Parties, such condition precedent shall be met to the satisfaction of and be in form and substance satisfactory to, or waived in writing by, each of the Finance Parties to whom it is expressly required to be delivered:

(a) Executed Counterparts. This Agreement shall have been duly executed by each of the parties hereto and each Finance Party shall have received from each party hereto a counterpart of this Agreement signed on behalf of such party (or written evidence satisfactory to such Finance Party (which may include facsimile or other form of electronic transmission of a signed signature page to this Agreement) that such party has executed and delivered a counterpart of this Agreement.

(b) Transaction Documents. Each Transaction Document (other than this Agreement) shall have been duly executed and copies thereof shall have been delivered to each Finance Party.

(c) Corporate Documents. Each Finance Party shall have received (i) copies of organizational documents and good standing certificates from each Plenary CP Party and (ii) a copy of the resolutions of the board of directors (or other governing body or Person) of each Plenary CP Party authorizing the execution, delivery and performance by such Plenary CP Party of this Agreement and the other Transaction Documents to which it is a party, in each case certified by an officer or director of such Plenary CP Party (who in the case of Borrower Finco shall be an Authorized Representative thereof under and as defined in the TIFIA Phase 1 Loan Agreement and the TIFIA Phase 2 Loan Agreement), which shall state that the organizational documents and resolutions thereby certified have not been amended, modified, revoked or rescinded.

(d) Incumbency Certificates. Each Finance Party shall have received a certificate of each Plenary CP Party, executed and delivered by an officer or director of such Plenary CP Party (who in the case of Borrower Finco shall be an Authorized Representative thereof under and as defined in the TIFIA Phase 1 Loan Agreement and the TIFIA Phase 2 Loan Agreement) as to the incumbency and signature of the officers and/or directors of such Plenary CP Party executing this Agreement and each other Transaction Document to which it is a party.

(e) Change of Sponsor Certificates. Each of the following certificates shall have been delivered:

(i) The TIFIA Phase 1 Lender shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to the TIFIA Phase 1 Lender, regarding the change of the "Sponsor" under the TIFIA Phase 1 Loan Agreement;

(ii) The TIFIA Phase 2 Lender shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to the TIFIA Phase 2 Lender, regarding the change of the "Sponsor" under the TIFIA Phase 2 Loan Agreement;

(iii) The Borrower Finco Subordinated Lender shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to the Borrower Finco Subordinated Lender, regarding the change of the "Sponsor" under the Borrower Finco Subordinated Loan Agreement;

(iv) The Concessionaire Subordinated Lender shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to the Concessionaire Subordinated Lender, regarding the change of the "Sponsor" under the Concessionaire Cash Interest Subordinated Loan Agreement;

(v) HPTE shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to HPTE, regarding the change of the "Sponsor" under the Bond Proceeds Loan Agreement;

(vi) The Phase 2 Indenture Trustee shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to the Phase 2 Indenture Trustee, regarding the change of the "Sponsor" under the Phase 2 Indenture; and

(vii) Each of the Finance Parties shall have received a certificate from an officer or director of each of the GP, for and on behalf of Borrower Finco, and the Sponsor, in form and substance satisfactory to each Finance Party, regarding the change of the "Sponsor" under the MSA.

(f) HPTE Certificates. Each of the Finance Parties (other than HPTE) shall have received (i) a copy of the resolution(s) of the board of directors of HPTE authorizing the execution, delivery and performance by HPTE of this Agreement and the other Transaction Documents to which it is a party, in each case certified by an officer or director of HPTE, which shall state that the resolution(s) thereby certified have been duly adopted by the board of directors of HPTE and have not been amended, modified, revoked or rescinded and are in full force and effect, and (ii) a certificate of HPTE, executed and delivered by an authorized officer or director of HPTE, as to the incumbency and signature of the officers and/or directors of HPTE executing this Agreement and each other Transaction Document to which it is a party.

(g) Incumbency Certificates of Phase 2 Indenture Trustee, Intercreditor Agent and Security Trustee. Each of the Finance Parties (other than the Phase 2 Indenture Trustee, the Intercreditor Agent and the Security Trustee) shall have received certificates of the Phase 2 Indenture Trustee, the Intercreditor Agent and the Security Trustee, executed and delivered by authorized signatories of the Phase 2 Indenture Trustee, the Intercreditor Agent and the Security Trustee, as to the incumbency and signature of the authorized signatories of the Phase 2 Indenture Trustee, the Intercreditor Agent and the Security Trustee executing this Agreement and each other Transaction Document to which it is a party.

(h) Non-Lobbying Certificates. The TIFIA Phase 1 Lender and the TIFIA Phase 2 Lender shall have received a copy of certificates as to the prohibition on the use of appropriated funds for lobbying substantially in the forms attached as Exhibit G to the Second Amended and Restated TIFIA Phase 1 Loan Agreement and Exhibit J to the Amended and Restated TIFIA Phase 2 Loan Agreement, respectively, in each case duly executed and delivered by an authorized officer or director of the Concessionaire.

(i) Non-Debarment Certifications. The TIFIA Phase 1 Lender and the TIFIA Phase 2 Lender shall have received a copy of certificates as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters substantially in the forms attached as Exhibit B to the Second Amended and Restated TIFIA Phase 1 Loan Agreement and Exhibit C to the Amended and Restated TIFIA Phase 2 Loan Agreement, respectively, in each case duly executed and delivered by an authorized officer or director of the Concessionaire.

(j) Promissory Notes. Each of the following promissory notes shall have been delivered:

(i) The TIFIA Phase 1 Lender shall have received a TIFIA Phase 1 Note (as defined in the Second Amended and Restated TIFIA Phase 1 Loan Agreement) duly executed by

the Concessionaire.

(ii) The TIFIA Phase 2 Lender shall have received a TIFIA Phase 2 Note (as defined in the Amended and Restated TIFIA Phase 2 Loan Agreement) duly executed by the Concessionaire.

(iii) HPTE shall have received a Series 2014 Note (as defined in the Amended and Restated Bond Proceeds Loan Agreement) duly executed by the Concessionaire.

(iv) The Concessionaire Subordinated Lender shall have received a Note (as defined in the Amended and Restated Concessionaire Cash Interest Subordinated Loan Agreement) duly executed by the Concessionaire.

(v) The Borrower Finco Subordinated Lender shall have received a Note (as defined in the Amended and Restated Borrower Finco Subordinated Loan Agreement) duly executed by the Concessionaire.

(k) Lien Searches. The Finance Parties shall have received the results of a recent search of all effective UCC and Personal Property Security Act (British Columbia) ("PPSA") financing statements in respect of the Concessionaire and the Concessionaire Member, together with completed UCC termination statements and PPSA releases, and authorization of the filing thereof by the applicable secured party, as may be necessary to terminate any effective UCC and PPSA financing statements disclosed in such search (except to the extent such UCC or PPSA financing statement is permitted or required pursuant to the Amended and Restated MSA or any Pledge Agreement (as such term is defined in the Amended and Restated MSA)).

(l) Opinions. The following legal opinions shall have been delivered:

(i) Each of the Finance Parties shall have received an opinion of Ashurst LLP, New York counsel to the Plenary CP Parties, addressing, inter alia, the capacity and authority of Borrower Finco and Finco 2, the enforceability of this Agreement and each other Transaction Document governed by New York law to which any Plenary CP Party is a party and the creation of security interests under the Amended and Restated MSA;

(ii) Each of the Finance Parties shall have received an opinion of Spencer Fane LLP, Colorado counsel to the Concessionaire and the Concessionaire Member, addressing, inter alia, the capacity and authority of the Concessionaire and Concessionaire Member, the enforceability of each Transaction Document governed by Colorado Law to which any Plenary CP Party is a party and the perfection by filing of the security interests created under the Amended and Restated MSA;

(iii) Each of the Finance Parties shall have received an opinion of Gowling WLG (Canada) LLP, Canadian counsel to Finco 1, addressing, inter alia, the capacity and authority of Finco 1;

(iv) Each of the Finance Parties (other than HPTE) shall have received an opinion of the Colorado Attorney General, general counsel to HPTE, addressing, inter alia, the capacity and authority of HPTE;

(v) Each of the Finance Parties shall have received an opinion of Kutak Rock LLP, bond counsel to HPTE, addressing inter alia, the authorization and enforceability of the Amended and Restated Phase 2 Indenture and the Amended and Restated Bond Proceeds Loan Agreement and the continuing tax exemption on the 2014 Bonds, as required pursuant to Sections 9.03 and 10.04 of the Phase 2 Indenture; and

(vi) Each of the Finance Parties (other than Northleaf) shall have received an opinion of Davies Ward Phillips & Vineberg LLP, Ontario counsel to Northleaf and Northleaf HoldCo addressing, inter alia, the capacity and authority of Northleaf and Northleaf HoldCo.

(m) Representations and Warranties. The representations and warranties of the

Plenary Parties set forth in this Agreement and the other Transaction Documents shall be true and correct on and as of the date of this Agreement and the Effective Date.

(n) Events of Default. At the time of and immediately after giving effect to this Agreement and each other Transaction Document and the transactions contemplated hereby and thereby, no Event of Default or "event of default" (howsoever defined, described or designated in any Transaction Document or any Existing Document, as applicable), nor event or condition that, with the giving of notice or the passage of time or both, would constitute an Event of Default or "event of default" (howsoever defined, described or designated in any Transaction Document or any Existing Document, as applicable), shall have occurred and be continuing.

(o) Officer's Certificate. Each of the Finance Parties shall have received a copy of a certificate duly executed and delivered by an authorized officer or director of the Concessionaire certifying (i) as to clauses (l) and (m) of this ARTICLE IV and (ii) that no change to the cash flows with respect to the Concessionaire or the Project or change that is adverse to any Finance Party has occurred or will occur as result of the Step 1 Assignment and Release, the Step 2 Assignment and Release, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby.

(p) Fees and Expenses. The Concessionaire shall have paid in full all reasonable fees and expenses and other amounts due and payable under the Transaction Documents as of the Effective Date.

(q) Phase 2 Indenture Consents. The bondholders of a majority of the 2014 Bonds shall have provided written consent to, inter alia, this Agreement, the Amended and Restated Phase 2 Indenture, the Amended and Restated Bond Proceeds Loan Agreement and the terms hereof and thereof pursuant to the Consent Solicitation.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

Each Plenary Party hereby represents and warrants to the Finance Parties that, as of the Effective Date<sup>4</sup>:

(a) Each Plenary Party has full legal right, power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and perform its obligations thereunder. This Agreement and each other Transaction Document to which such Plenary Party is a party has been duly authorized, executed and delivered by such Plenary Party, and the officers or directors of such Plenary Party executing this Agreement and such Transaction Documents are fully authorized to do so. This Agreement and each other Transaction Document to which it is a party constitutes the legal, valid and binding obligation of such Plenary Party, enforceable in accordance with its terms except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(b) The execution, delivery and performance of this Agreement and each other Transaction Document to which such Plenary Party is a party, the consummation of the transactions contemplated hereby and thereby and the fulfillment of, or compliance with, the terms and conditions herein and therein, in each case, by such Plenary Party do not and will not (i) conflict with such Plenary Party's organizational documents, (ii) conflict in any material respect with, or constitute a violation, breach or default (whether immediately or after notice or the passage of time or both) by such Plenary Party of or under, any applicable law, administrative rule or regulation, any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which such Plenary Party is a party or by which it or its properties or assets are otherwise subject or bound, or (iii) result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets

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<sup>4</sup> **NTD**: Scope of reps to be reviewed by Plenary.

of such Plenary Party.

(c) No consent or approval of any trustee, holder of any indebtedness of such Plenary Party or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery by such Plenary Party of this Agreement and each other Transaction Document to which it is a party and the performance by such Plenary Party of its obligations hereunder and thereunder, except as have been obtained or made and as are in full force and effect (after giving effect to this Agreement).

(d) The execution and delivery of this Agreement and each other Transaction Document and the consummation of the amendments and transactions contemplated hereunder and thereunder are not expected to be adverse to any Finance Party or the holders of the 2014 Bonds, including, but not limited to, any adverse tax consequences for any Finance Party.

(e) The execution and delivery of this Agreement and each other Transaction Document and the consummation of the amendments and transactions contemplated hereunder and thereunder will not, other than in respect of the releases expressly set forth herein, adversely affect the validity, perfection or priority of the Liens granted in favor of the Security Trustee under the Security Documents.

(f) Prior to and after giving effect to this Agreement and each other Transaction Document and the transactions contemplated hereby and thereby, no Event of Default or "event of default" (howsoever defined, described or designated in any Transaction Document or any Existing Document, as applicable), nor event or condition that, with the giving of notice or the passage of time or both, would constitute an Event of Default or "event of default" (howsoever defined, described or designated in any Transaction Document or any Existing Document, as applicable), has occurred and is continuing.

(g) The representations and warranties of each Plenary Party in each Transaction Document (other than this Agreement), in respect of itself only, are true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the Effective Date (or, in the case of any such representation or warranty expressly stated to have been made as of a specific date, as of such specific date).

(h) All Equity Contributions (as defined in the MSA) have been made prior to the Amendment Effective Date and the Equity Contribution Agreement (as defined in the MSA) has terminated in accordance with its terms.

(i) Substantial Completion (as defined in the TIFIA Phase 2 Loan Agreement) was achieved, and the Substantial Completion Date (as defined in the TIFIA Phase 2 Loan Agreement) occurred on March 30, 2016.

(j) The Full Service Commencement Date (as defined in the Concession Agreement) occurred on March 30, 2016.

## ARTICLE VIII

### RELEASE

SECTION 8.01 In connection with the releases set forth herein, upon the occurrence of the Effective Date:

(a) the Security Trustee shall promptly return to Plenary Roads Denver LLC, 400 Burrard Street, Suite 2000 Vancouver, BC V6C 3A6, attention Nigel Kirkwood / Ed Snider the original certificates and transfer powers representing the pledged equity set out in Part I of Appendix C of the MSA;

(b) the Security Trustee hereby authorizes the Plenary Parties to file UCC-3 'termination statements' and PPSA releases in respect of the following:

(i) the UCC-1 'financing statement' filed with the District of Columbia Recorder of Deeds, naming Finco 1 as the debtor, bearing the document number 2014017552;

(ii) the UCC-1 'financing statement' filed with the Delaware Secretary of State, naming Finco 2 as the debtor, bearing the initial filing number 20140738914;

(iii) the UCC-1 'financing statement' filed with the Delaware Secretary of State, naming Borrower Finco as the debtor, bearing the initial filing number 20140738856; and

(iv) the PPSA filing filed with the British Columbia Personal Property Registry, naming Finco 1 as the debtor, bearing base registration number 814187H; and

(c) each Finance Party which holds an original executed "promissory note" in respect of the TIFIA Phase 1 Loan Agreement, the TIFIA Phase 2 Loan Agreement, the Concessionaire Cash Interest Subordinated Loan Agreement, the Borrower Finco Subordinated Loan Agreement or the Bond Proceeds Loan Agreement shall return such original executed promissory note to Plenary Roads Denver LLC, 400 Burrard Street, Suite 2000 Vancouver, BC V6C 3A6, attention Nigel Kirkwood / Ed Snider.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

SECTION 9.02 Limitation of Transaction Documents; Reservation of Rights. Except as provided in this Agreement and the other Transaction Documents, all terms, conditions and covenants in the Funding Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed by each party hereto, as amended, amended and restated or otherwise modified by the Transaction Documents. Except as expressly provided in this Agreement and the other Transaction Documents, no provision of the Transaction Documents shall be deemed (a) to be a consent, waiver, supplement to or modification of any terms or conditions of any other Funding Document or any of the instruments referred to therein or (b) to prejudice any rights or remedies which the Finance Parties may have now or in the future under or in connection with any Funding Documents, as amended, amended and restated or otherwise modified by the Transaction Documents. Each of the Concessionaire and the Concessionaire Member, as of the date of this Agreement and the Effective Date, hereby expressly reaffirms its grant of Liens on the Collateral to secure the Secured Obligations (as defined in the applicable Security Document) pursuant to the Security Documents.

SECTION 9.03 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery" and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Electronic Commerce Act, 2000 (Ontario).

SECTION 9.04 Captions. The headings of the several articles and sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

SECTION 9.05 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by the federal laws of the United States of America if and to the extent that such federal laws are applicable and the internal laws of the State of New York if and to the extent

that such federal laws are not applicable; provided that the rights and obligations of HPTE shall be governed by and construed in accordance with the laws of the State of Colorado. Each of the parties hereto hereby irrevocably (a) consents and submits to the non-exclusive jurisdiction of any New York state court sitting in New York County, New York or any federal court of the United States sitting in the Southern District of New York, as any party may elect, in any suit, action or proceeding arising out of or relating to this Agreement; provided that any suit, action or proceeding arising out of or relating to this Agreement involving HPTE, shall be subject to the non-exclusive jurisdiction of any Colorado state court sitting in the City and County of Denver or any federal court of the United States sitting in the City and County of Denver, Colorado, as any party may elect and (b) TO THE EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH ANY OF THE PARTIES HERETO ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.<sup>5</sup>

**PLENARY ROADS FINCO LP**

By its general partner, PGC US Finco GP Ltd.

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY ROADS FINCO ULC**

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY DENVER FINCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY ROADS DENVER LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PGC US FINCO GP LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**PGC US FINCO LTD.**

By: \_\_\_\_\_  
Name:  
Title:

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<sup>5</sup> **NTD:** Signatories to be confirmed based on the finalization of this Agreement and the agreements being assigned and amended and restated.



**PLENARY AMERICAS USA LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY GROUP USA CONCESSIONS LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY GROUP (CANADA) HOLDING LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**PLENARY ROADS DENVER LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**

By: \_\_\_\_\_  
Name:  
Title:

**UNITED STATES DEPARTMENT OF TRANSPORTATION,**  
acting by and through the Executive Director of  
the Build America Bureau, as TIFIA Phase 1 Lender

By: \_\_\_\_\_  
Name:  
Title:

**UNITED STATES DEPARTMENT OF TRANSPORTATION,**  
acting by and through the Executive Director of  
the Build America Bureau, as TIFIA Phase 2 Lender

By: \_\_\_\_\_  
Name:  
Title:

**NORTHLEAF/PRD LENDERCO LP**, by its general partner,  
**NORTHLEAF/PRD GP LTD., as Borrower Finco**  
**Subordinated Lender**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**NORTHLEAF/PRD LENDERCO LP**, by its general partner,  
**NORTHLEAF/PRD GP LTD., as Borrower Finco**  
**Subordinated Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**NORTHLEAF/PRD LENDERCO LP**, by its general partner,  
**NORTHLEAF/PRD GP LTD., as Concessionaire**  
**Subordinated Lender**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**NORTHLEAF/PRD LENDERCO LP**, by its general partner,  
**NORTHLEAF/PRD GP LTD., as Concessionaire**  
**Subordinated Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**NORTHLEAF/PRD HOLDCO LP**

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**  
as Phase 2 Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK MELLON**  
as Intercreditor Agent

By: \_\_\_\_\_  
Name:  
Title:



**THE BANK OF NEW YORK MELLON**  
as Security Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX 1

SECOND AMENDED AND RESTATED TIFIA PHASE 1 LOAN AGREEMENT

ANNEX 2

AMENDED AND RESTATED TIFIA PHASE 2 LOAN AGREEMENT

ANNEX 3

AMENDED AND RESTATED PHASE 2 INDENTURE

ANNEX 4

AMENDED AND RESTATED BOND PROCEEDS LOAN AGREEMENT

ANNEX 5

AMENDED AND RESTATED BORROWER FINCO SUBORDINATED LOAN AGREEMENT

ANNEX 6

AMENDED AND RESTATED CONCESSIONAIRE CASH INTEREST SUBORDINATED LOAN AGREEMENT

ANNEX 7

AMENDED AND RESTATED MSA



ANNEX 8

AMENDED AND RESTATED SUBORDINATED OBLIGATIONS INTERCREDITOR AGREEMENT

ANNEX 9

AMENDED AND RESTATED SENIOR OBLIGATIONS INTERCREDITOR AGREEMENT

ANNEX 10

AMENDMENT TO HPTE DIRECT AGREEMENT

ANNEX 11

AMENDED AND RESTATED PLEDGE AGREEMENT

ANNEX 12  
AMENDMENT TO CONCESSION AGREEMENT

ANNEX 13

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

ANNEX 14

AMENDED AND RESTATED FINANCE SERVICES AGREEMENT

ANNEX 15

AMENDED AND RESTATED LTA AGREEMENT



ANNEX 16

AMENDED AND RESTATED CDA

ANNEX 17

AMENDED AND RESTATED TRA

ANNEX 18

AMENDED AND RESTATED COC AGREEMENT

ANNEX 19

AMENDMENT TO TSA-TLA DIRECT AGREEMENT

ANNEX 20

AMENDED AND RESTATED EOD COC AGREEMENT

ANNEX 21

AMENDED AND RESTATED CSA