

**SCHEDULE 19**  
**HPTE-Sub-Contractor Agreements**

DATED

20[ ]

---

**[THE SUB-CONTRACTOR]**

- and -

**[THE SUB-CONTRACTOR GUARANTOR]**

- and -

**PLENARY ROADS DENVER LLC**

- and -

**COLORADO HIGH PERFORMANCE**  
**TRANSPORTATION ENTERPRISE**

**HPTE SUB-CONTRACTOR AGREEMENT**

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**EXECUTION VERSION**

**THIS AGREEMENT** is made as a deed on the [            ] day of [                            ] 201[ \*\*\* ]

**BETWEEN:**

- (1) **[THE SUB-CONTRACTOR]**, a [name of jurisdiction] [type of entity] (the “Sub-Contractor”);
- (2) **[THE SUB-CONTRACTOR GUARANTOR]**, a [name of jurisdiction] [type of entity] (the “SC Guarantor”);
- (3) **PLENARY ROADS DENVER LLC**, a Colorado limited liability company (“Concessionaire”);  
and
- (4) **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE** (“HPTE”).

**WHEREAS:**

- (A) HPTE and Concessionaire have entered into the Concession Agreement in connection with the Project.
- (B) Concessionaire has entered into the Sub-Contract with the Sub-Contractor.
- (C) The SC Guarantor has entered into the SC Guarantee with Concessionaire.
- (D) It is a condition of the Concession Agreement that the Sub-Contractor and the SC Guarantor enter into this Agreement.

**IN CONSIDERATION** of \$1.00 (one U.S. dollar) paid by HPTE to each of the Sub-Contractor and the SC Guarantor, receipt of which is hereby acknowledged, it is agreed as follows:

**1. Definitions And Construction**

**1.1** Save where expressly stated or the context otherwise requires:

- (a) terms used in this Agreement and defined in the Sub-Contract shall have the meanings given to them in the Sub-Contract.
- (b) references to “Party” means a party to this Agreement and references to “Parties” shall be construed accordingly;
- (c) a reference to “days” is a reference to “calendar days”;
- (d) where the last day for performance of an obligation under this Agreement falls on a day which is not a business day, the latest time for performance shall be extended to noon on the next following business day; and
- (e) The masculine includes the feminine and vice-versa;
- (f) The singular includes the plural and vice-versa;
- (g) A reference to any Section, sub-Section, paragraph, Schedule, recital or annex:
  - (i) Within this Agreement is a reference to such Section, sub-Section, paragraph, Schedule, recital or annex of and to this Agreement; and
  - (ii) Within a Schedule or annex is a reference to a Section, sub-Section, paragraph, or annex to that Schedule, in each case except where expressly stated to the contrary;

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- (h) Save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and/or such other document;
- (i) Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- (j) A reference to a Person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- (k) Headings are for convenience of reference only;
- (l) Words preceding "include," "includes," "including" and "included" shall be construed without limitation by the words which follow those words;
- (m) A reference to a matter having been "agreed or determined" shall mean that the Parties have agreed the matter in writing or that the matter has been determined pursuant to clause 18;
- (n) Words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; and
- (o) All parties further acknowledge and agree that they have independently reviewed this Agreement with legal counsel, and have the requisite experience and sophistication to understand, interpret and agree to the particular language of this Agreement. Accordingly, in the event of any ambiguity in or dispute regarding the interpretation of the provisions of this Agreement, the terms of this Agreement shall not be construed against the Person that prepared them.
- (p) where pursuant to clauses in the this Agreement, the Sub-Contract remains in effect after the Concession Agreement has terminated, the Sub-Contract shall be read as amended by such changes as are necessary in order to preserve the original intention of the Sub-Contract in relation to obligations defined by reference to the terms of the Concession Agreement notwithstanding that the Concession Agreement has been terminated.

### 1.2 In this Agreement:

"Compensation Amount"	has the meaning given in clause 2.6;
"Concession Agreement"	means [insert details of Concession Agreement or delete if defined in Sub-Contract];
"Concessionaire"	means Plenary Roads Denver LLC, a Colorado limited liability company
"Due Amount"	has the meaning given in clause 2.6;
"Expiration Date"	has the meaning given in clause 2.3;
"Future Due Amount"	has the meaning given in clause 2.6;
["Lenders' Sub-Contract Direct	means those agreements of even date among, Schedule 19-4

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Agreement”	variously, the Sub-Contractor, the applicable Sub-Contractor guarantor(s), the Concessionaire and the Security Trustee;]
“Novatee”	any Person subject to the Sub-Contractor’s consent, such consent not to be withheld other than where it is not reasonably likely that the Person will have sufficient resources available to it in order to be able to meet its obligations under the Sub-Contract as and when they fall due;
“Novation Date”	has the meaning given in clause 3.1;
“Novation Liability Amount”	has the meaning given in clause 3.2;
“Novation Notice”	has the meaning given in clause 3.1;
“Project”	means [insert details or delete if defined in Sub-Contract];
“Proposed SC Termination Date”	has the meaning given in clause 2.6;
“SC Termination Notice”	has the meaning given in clause 2.1;
“Security Trustee”	has the meaning given in the [Lenders Sub-Contract Direct Agreement]
“Step-In Date”	has the meaning given in clause 2.5;
“Step-In Entity”	has the meaning given in clause 2.5;
“Step-In Liability Amount”	has the meaning given in clause 2.7;
“Step-In Notice”	has the meaning given in clause 2.5;
“Step-In Undertaking”	means a notice from the Step-In Entity to the Sub-Contractor stating that it agrees to be bound by the provisions of clauses 2.9 - 2.11;
“Step-Out Date”	has the meaning given in clause 2.11;
“Sub-Contract”	means the [ ] Agreement between Concessionaire and the Sub-Contractor dated on or about the date of this Agreement;
“Suspension Period”	has the meaning given in clause 2.3;
“Termination Action”	has the meaning given in clause 2.1;

## 2. Sub-Contractor Termination

Schedule 19-5

2.1 The Sub-Contractor shall not:

- (a) take any steps to terminate, rescind, or cancel the Sub-Contract or its employment thereunder or suspend performance thereof; or
- (b) take any steps to present a petition for bankruptcy or winding up of, or enforce execution against any assets of, Concessionaire;

("Termination Action") until it has given HPTE notice (an "SC Termination Notice") and the Expiration Date has occurred.

2.2 Following service of an SC Termination Notice and the occurrence of the Expiration Date, if a Novation Date or Step-In Date has not occurred and the matter to which the SC Termination Notice relates has not been remedied, any grace or remedy period required under the Sub-Contract which had been suspended by the effect of the SC Termination Notice shall not apply in respect of such matter and the Sub-Contractor shall be entitled to exercise any rights to take Termination Action arising under the Sub-Contract in respect of such matter with immediate effect.

2.3 Suspension Period

Suspension Period means a period commencing on the earlier of:

- (a) the service of an SC Termination Notice; or
- (b) HPTE notifying the Sub-Contractor of the termination, rescission, or cancellation of the Concession Agreement or Concessionaire's employment thereunder [or suspension of Concessionaire's performance thereof] (such notice being conclusive evidence for the purpose of this Agreement, but not otherwise);

and continuing until the expiration of a period of 90 days following the date on which, in the case of sub-clause 1.1(a)2.3(a) the SC Termination Notice is served, and in the case of sub-clause 2.3(b) an SC Termination Notice is subsequently served (the "Expiration Date"), provided that such period shall be extended, and the Expiration Date shall be moved, as necessary in all the circumstances, so as to:

- (i) satisfy all the time limits provided for in this Agreement prior to the period expiring;
- (ii) enable the procedures referred to in clause 4 to be completed prior to the period expiring;
- (iii) enable any dispute to be determined prior to the period expiring; and
- (iv) ensure that the period does not expire before the date falling 30 days following the expiration of any [equivalent period] under the [Lenders' Sub-Contract Direct Agreement].

2.4 HPTE's Right to Order Suspension and the Sub-Contractor's right to suspend performance

## EXECUTION VERSION

[Subject to the rights of the Security Trustee under the Lenders' Sub-Contract Direct Agreement]<sup>5</sup> following the issuance of an SC Termination Notice and during the Suspension Period, at any time when either:

- (a) apart from this agreement, the Sub-Contractor would, be entitled to cease or suspend performance of its obligations under the Sub-Contract; or
- (b) HPTE has given notice pursuant to sub-clause (b);

then (A) HPTE may request that the Sub-Contractor suspends the performance of all or part of its obligations under the Sub-Contract and the Sub-Contractor shall, upon receipt, comply with that request and (B) the Sub-Contractor may give HPTE 5 Business Days' notice that it intends to suspend the performance of all or part of its obligations under the Sub-Contract and the Sub-Contractor may so suspend its performance upon the expiry of that period of notice. Unless HPTE specifically requests otherwise (in a case where it has requested suspension) or HPTE specifically consents (in a case where the Sub-Contractor has given notice to suspend), a suspension of the performance of all or part of the Sub-Contract obligations pursuant to this paragraph shall not include (or be interpreted as including) the suspension of any obligations under the Sub-Contract relating to safety (including safety of the Project), security or the maintenance of traffic. During any such period of suspension HPTE shall pay to the Sub-Contractor the direct costs which it reasonably incurs in the performance of safety, security and traffic maintenance functions on a monthly basis, subject to the Sub-Contractor providing reasonable verification of those costs.

### 2.5 Right to step-in

[Subject to the rights of the Security Trustee under the Lenders' Sub-Contract Direct Agreement] HPTE may, at any time during a Suspension Period, give notice (a "Step-In Notice") to the Sub-Contractor that a Person is to become a joint and several obligor in respect of Concessionaire's obligations under the Sub-Contract (a "Step-In Entity") as from the date (the "Step-In Date") specified in the Step-In Notice and falling prior to the Expiration Date.

### 2.6 SC Termination Notice

An SC Termination Notice must specify:

- (a) the proposed calendar date on which the Termination Action will be taken (the "Proposed SC Termination Date") if HPTE does not act under this Agreement;
  - (b) the Termination Action that the Sub-Contractor proposes to take;
  - (c) in reasonable detail the grounds for the alleged breach or default by Concessionaire which the Sub-Contractor alleges entitles it to take the Termination Action;
  - (d) full particulars of any sums which are due and payable to the Sub-Contractor but unpaid by Concessionaire as of the date of the SC Termination Notice (the "Due Amount");
  - (e) full particulars of any sums which will become due and payable to the Sub-Contractor in respect of the period up to the Proposed SC Termination Date (taking account of
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the cost of remobilization if there has been any suspension of performance pursuant to clause 2.4 or otherwise) and the dates on which they will become due and payable (the "Future Due Amount"); and

- (f) full particulars of any material breaches, obligations or liabilities of Concessionaire, not covered by sub-clauses (d) and (e) above, relating to the period prior to the SC Termination Notice and the amount required to compensate the Sub-Contractor in full and final settlement of all claims in respect thereof (the "Compensation Amount").

2.7 The Sub-Contractor shall update the information referred to in clause 2.6 on a weekly basis and on the day immediately preceding the Step-In Date, such updates being limited to such changes as are required to reflect any amounts paid by Concessionaire and any new matters occurring since the previous SC Termination Notice or update, and so as to cover the period (if any) between the Proposed SC Termination Date and the Step-In Date. The total of all amounts referred to in clause 2.6, so updated immediately prior to the Step-In Date, shall be the "Step-In Liability Amount".

2.8 If HPTE has given the Sub-Contractor notice under sub-clause 2.3(b) and HPTE wishes to consider exercising its rights to serve a Step-In Notice or a Novation Notice, HPTE may request the Sub-Contractor to serve notice on HPTE setting out the information referred to in clauses 2.6, 2.7 and 3.2 (to the extent applicable) and the Sub-Contractor shall comply within 7 days of HPTE's request.

2.9 Step-In

[Subject to the rights of the Security Trustee under the Lenders' Sub-Contract Direct Agreement] and subject to clause 4, with effect from the Step-In Date, and subject to the Step-In Entity (A) providing a Step-In Undertaking on or prior to the Step-In Date and (B) providing reasonable assurance to the Sub-Contractor that it has the technical and financial resources to perform its obligations under the Step-In Undertaking, the SC Termination Notice and any right to take Termination Action in respect of the matters to which the SC Termination Notice relates shall expire and:

- (a) the Step-In Entity shall be jointly and severally entitled to the rights of Concessionaire under the Sub-Contract and the SC Guarantee and shall be liable for the performance of the obligations and the discharge of the liabilities of Concessionaire under the Sub-Contract and the SC Guarantee both arising, and relating to matters occurring, on or after the Step-In Date;
- (b) the Sub-Contractor shall only accept as valid notices, instructions, orders and demands given or made by the Step-In Entity;
- (c) any time stipulated for performance of the Sub-Contractor's obligations shall be extended to the extent reasonably necessary to take account of any period of suspension of the work pursuant to paragraph 2.4; and
- (d) in respect of the period prior to the Step-In Date, the Step-In Entity and Concessionaire shall be jointly and severally liable for and such liability shall be limited to:
  - (i) paying the Step-In Liability Amount; or
  - (ii) paying the Step-In Liability Amount less the Compensation Amount, and remedying the breaches to which the Compensation Amount relates within a reasonable period of time;



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and the amounts referred to in sub-clauses (i) or (ii) above shall be paid within [14] days of the Step-In Date or on such later date as they become due in accordance with the Sub-Contract.

### 2.10 No liability

The Step-In Entity shall have no liability to the Sub-Contractor of whatsoever nature, with the exception of the liability to discharge the obligations referred to in clause 2.9.

### 2.11 Step-Out

The "Step-Out Date" shall be the earliest date on which any of the following occurs:

- (a) HPTE gives notice to the Sub-Contractor that the Step-In Entity shall thereafter no longer be a joint and several obligor with the Concessionaire under the Sub-Contract;
- (b) termination or expiration of the Sub-Contract other than in breach of this Agreement; or
- (c) the Novation Date.

2.12 On and from the Step-Out Date, the Step-In Entity shall be released from all obligations, liabilities and duties under the Sub-Contract and this Agreement except for obligations, liabilities and duties which have arisen in respect of the period between the Step-In Date and the Step-Out Date.

## 3. **Novation**

### 3.1 At any time:

- (a) when HPTE may serve a Step-In Notice; or
- (b) during the period from (and including) the Step-In Date to (and including) any Step-Out Date;

HPTE may give notice (a "Novation Notice") to the Sub-Contractor and Concessionaire naming a Novatee and specifying a date (the "Novation Date") on which a novation is to take effect and falling within the periods referred to in clauses (a) and (b) above.

3.2 Where a Novation Notice is served, the Sub-Contractor shall on a weekly basis following service of the Novation Notice and on the day immediately preceding the Novation Date update the information referred to in clauses 2.6 and 2.7, such updates being limited to such changes as are required to reflect any amounts paid by Concessionaire or a Step-In Entity and any new matters occurring since the previous Novation Notice or update and so as to cover the period up to the Novation Date. The total of all amounts referred to in clauses 2.6 and 2.7, so updated immediately prior to the Novation Date, shall be the "Novation Liability Amount".

### 3.3 On the Novation Date:

- (a) the Novatee, the Sub-Contractor and the SC Guarantor shall execute a novation agreement in the form of Appendix 1;

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- (b) if so requested, the Sub-Contractor, the SC Guarantor and the Novatee shall execute a direct agreement with the financiers of the Novatee substantially in the form, mutatis mutandis, of this Agreement;

3.4 The Novatee's liability in respect of the period prior to the Novation Date shall be limited to:

- (i) paying the Novation Liability Amount; or
- (ii) paying the Novation Liability Amount less the Compensation Amount and remedying the breaches to which the Compensation Amount relates within a reasonable period of time;
- (iii) The amounts referred to in sub-clauses (i) and (ii) above shall be paid within [14] days of the Novation Date or such later date as they become due in accordance with the Sub-Contract and the novation agreement.

### 4. **Number Of Step-In Entities/Novatees/Withdrawal Of Notices**

HPTE may give any number of Step-In Notices or Novation Notices and may withdraw any such notice at any time prior to the applicable Step-In Date or Novation Date.

### 5. **Disputes**

5.1 Any dispute between any of the Parties in connection with this Agreement or any information referred to in this Agreement (including the information referred to in clauses 2.6, 2.7, 2.8 and 3.2) shall be determined by reference to the disputes resolution procedure as provided under the Sub-Contract as if the same were incorporated herein, with references to Concessionaire being treated as references to HPTE, mutatis mutandis.

5.2 Following any decision concerning the identity of a Novatee which is adverse to HPTE, HPTE shall be granted a further period of 28 days in which HPTE may propose another Novatee before the Sub-Contractor may take any Termination Action and the Subcontractor shall be afforded an equivalent time extension for any such delay, unless HPTE is paying the subcontractor to proceed with the work in accordance with the Phase 2 DB Schedule.

### 6. **Assignment**

6.1 This Agreement shall be binding on and shall enure to the benefit of the Parties and their respective successors and permitted assigns and transferees and reference to each Party shall be construed accordingly.

### 7. **Confidentiality**

Each Party agrees to keep confidential all documents, other information and in each case the contents thereof and shall not publish or otherwise disclose the same other than:

- (a) with the other Parties' written consent; or
- (b) as may be required by any law, any relevant stock exchange or other competent regulatory authority or court; or
- (c) where the same is in the public domain other than as a result of a breach of this Agreement; or

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- (d) to any Person participating in or considering participating in the funding of the Project, any Step-In Entity or Novatee, or in each case their professional advisers or consultants.

In the case of paragraph (d), the disclosing Party shall use reasonable endeavors to obtain a similar confidentiality agreement in its favor from the persons mentioned in that paragraph and exercise the benefit of such agreement so as to maintain the confidentiality of such information.

**8. Notices**

**8.1 Address**

Except as otherwise stated, all notices or other communications required in connection with this Agreement shall be in writing and sent by hand, by first class prepaid mail or by facsimile transmission to the relevant address or facsimile number set out below or to such other address or facsimile number as a Party may notify to the others in writing by not less than seven days' prior notice.

<b>The SC Guarantor</b> [Address] [fax] [Telephone] [Attention]	<b>The Sub-Contractor</b> [Address] [fax] [Telephone] [Attention]
<b>HPTE</b> [Address] [fax] [Telephone] [Attention]	<b>Concessionaire</b> [Address] [fax] [Telephone] [Attention]

**8.2 Effective receipt**

Notices and other communications shall only be effective when received by the relevant addressee.

**9. Sub-Contractor's Warranty**

The Sub-Contractor warrants to HPTE that it has complied with and will continue to comply with all its obligations under the Sub-Contract provided that it shall have no greater liability under this clause 9 than it would have if HPTE and Concessionaire were named as joint contractor under the Sub-Contract with the Sub-Contractor owing its duties separately thereunder to each contractor.

**10. Intellectual Property Rights**

Provided Sub-Contractor has been paid in accordance with this agreement, the Sub-Contractor hereby grants to HPTE a non-exclusive, irrevocable, royalty free, transferable license to copy, use and publish all documents prepared by the Sub-Contractor in connection with the Project (including copies thereof) and the right to grant sublicenses in respect of the same for any purpose connected with the Project including without limitation its sale, letting, use maintenance, redesign, repair, reinstatement, advertisement, marketing, alteration, extension, renewal, redevelopment or refurbishment.

**11. SC Guarantors' Warranties And Continuing Obligations**

**11.1 Direct Guarantee**

The SC Guarantor:

- (a) unconditionally and irrevocably guarantees to HPTE the performance by the Sub-Contractor of its obligations under this Agreement;
- (b) shall indemnify HPTE against any loss or damage suffered as a result of any breach of the Sub-Contract or this Agreement by the Sub-Contractor (the obligations of the Sub-Contractor referred to in this clause being the "Guaranteed Obligations"); and
- (c) shall not be discharged nor shall its liability be affected by any waiver, variation, amendment or consent given under or in respect of the Sub-Contract.

**11.2 Waiver**

For the benefit of HPTE and the Sub-Contractor, the SC Guarantor waives any right or remedy that it has or may have to subrogation, indemnification or payment on any other basis by the Sub-Contractor and any other remedy against the Sub-Contractor (each a "Relevant Right") by reason of or in connection with the performance of the SC Guarantor's obligations under this Agreement or the Guaranteed Obligations in circumstances where the Sub-Contractor promotes, enters into, or implements an administration, liquidation, insolvency, bankruptcy or any analogous procedure in any jurisdiction. Damages shall not be an adequate remedy for HPTE or the Sub-Contractor in respect of a breach of this clause, and the Parties shall consent to any application brought by HPTE or the Sub-Contractor for injunctive relief to prevent any such Relevant Right being enforced.

**12. Waiver**

Unless otherwise expressly stated in writing, failure by any Party at any time to enforce any provision of this Agreement or to require performance by any Party of any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part of it or the right of the relevant Party to enforce any provision in accordance with its terms.

**13. Counterparts**

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full and original instrument for all purposes.

**14. Severability**

If any condition, clause or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.

**15. Amendments**

No amendment to this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Parties.

**16. Governing Law And Jurisdiction**

**16.1 Law**

This Agreement and all non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement shall be governed by, construed and take effect in accordance with the law of the State of Colorado.

**16.2 Jurisdiction**

The venue for any arbitration proceeding in connection with this Contract shall be Denver, Colorado, and venue for any legal action in connection with the Contract shall lie in the District Court of Colorado for the City and County of Denver.

**IN WITNESS** whereof the Parties have executed this Agreement on the date first written above.

**APPENDIX 1**

**Novation Agreement**

**THIS NOVATION AGREEMENT** is made on

200 [ ]

**BETWEEN:**

- (1) [ ] (registered number [ ]) whose registered office is at [ ] (the "Sub-Contractor");
- (2) [ ] (registered number [ ]) whose registered office is at [ ] (the "SC Guarantor");
- (3) [ ] (registered number [ ]) whose registered office is at [ ] ("Concessionaire");
- (4) [ ] (registered number [ ]) whose registered office is at [ ] (the "Novatee").

**WHEREAS:**

This Novation Agreement is entered into pursuant to an agreement dated [•] 20[••] between the Sub-Contractor, the SC Guarantor, Concessionaire and HPTE as defined therein ("HPTE-Sub-Contractor Agreement").

**IT IS AGREED** as follows:

- 1. Terms defined in HPTE-Sub-Contractor Agreement shall have the same meaning herein.
- 2. This is a novation agreement in accordance with clause [4.3] of HPTE-Sub-Contractor Agreement and in respect of which the Novation Date is [•].
- 3. The parties hereto acknowledge and agree that, on and with effect from the Novation Date:
  - (a) the Novatee shall become a party to the Sub-Contract in place of Concessionaire, and thereafter the Novatee shall be treated as if it had originally been named as a party thereto in place of Concessionaire and Concessionaire shall be released from all its obligations under the Sub-Contract;
  - (b) the Novatee shall assume and enjoy the rights, powers and privileges and perform and discharge the obligations, liabilities and duties of Concessionaire under the Sub-Contract, and Concessionaire shall be released from all such obligations, liabilities and duties PROVIDED THAT the Novatee's liability shall be limited in accordance with clause 4.3(c) of HPTE-Sub-Contractor Agreement;
  - (c) the Sub-Contractor shall owe its obligations, liabilities and duties under the Sub-Contract to the Novatee in place of Concessionaire;
  - (d) the Novatee shall become a party to the SC Guarantee in place of Concessionaire and thereafter the Novatee shall be treated as if it had originally been named as a party thereto and beneficiary thereunder in place of Concessionaire;
  - (e) the Novatee shall assume and enjoy the rights and benefits of Concessionaire under the SC Guarantee; and

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- (f) the SC Guarantor shall owe its obligations, liabilities and duties under the SC Guarantee to the Novatee in place of Concessionaire.
- 4. Any SC Termination Notice issued pursuant to HPTE-Sub-Contractor Agreement and any Termination Action taken shall be revoked and shall be of no further effect.
- 5. This Novation Agreement and all non-contractual obligations arising in any way whatsoever out of or in connection with this Novation Agreement shall be governed by, construed and take effect in accordance with the law of the State of Colorado and rules and regulations issued pursuant thereto.
- 6. This Novation Agreement may be signed in one or more counterparts.

**IN WITNESS WHEREOF**, the undersigned have caused this Novation Agreement to be duly executed and delivered as a deed on the date first above written.

**[SUB-CONTRACTOR]**

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

**[SC GUARANTOR]**

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

**[CONCESSIONAIRE]**

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

**[NOVATEE]**

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

**[COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE]**

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