TRANSITION AGREEMENT

FOR THE WESTERN SERVICE PLAZAS

By and Between

The Massachusetts Department of Transportation

and

[--],

DATE: [--], 2027

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APPENDICES

TRANSITION AGREEMENT

This Transition Agreement (the "**Agreement**") is made and entered into [--], 2027, to be effective as of [--], 2027 (the "**Effective Date**"), by and between the Massachusetts Department of Transportation ("**MassDOT**"), a body politic and corporate established and operating pursuant to Chapter 6C of the General Laws of the Commonwealth of Massachusetts, with a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116, and [--] (the "**Concessionaire**"), an entity qualified to conduct business in the Commonwealth of Massachusetts, with a principal place of business at [--], (individually, a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

The following recitals set forth certain agreed upon facts relevant to the execution and delivery of this Agreement:

WHEREAS, MassDOT is the owner of the Service Plazas in the Commonwealth of Massachusetts, as described more particularly below;

WHEREAS, MassDOT has issued a Request for Proposals dated [--], 2026 (together with all attachments, exhibits, and schedules thereto, the "**RFP**"), inviting proposals from parties interested in, inter alia, designing, building, financing, redeveloping, leasing, operating, and maintaining the Service Plazas;

WHEREAS, in response to the RFP, the Concessionaire submitted a Proposal to design, build, finance, redevelop, lease, operate, and maintain the Service Plazas;

WHEREAS, MassDOT has selected the Concessionaire's Proposal to design, build, finance, redevelop, lease, operate, and maintain the Service Plazas;

WHEREAS, MassDOT and the Concessionaire desire to set forth a clear statement of MassDOT's and the Concessionaire's respective rights and obligations to be performed during the Transition Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MassDOT and the Concessionaire hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

SECTION 1.1 DEFINITIONS.

As used in this Agreement, capitalized terms have the meanings assigned to them in this Agreement or in Appendix A (Definitions).

SECTION 1.2 INTERPRETATION.

This Agreement shall be interpreted according to the following provisions, except to the extent the context or the express provisions of this Agreement otherwise require.

(A) Plurality. Words importing the singular number mean and include the plural number and vice versa.

(B) Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental authorities, and other legal entities.

(C) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(D) References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement.

(E) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to local time in Boston, Massachusetts. If the time for doing an act, including making any payment, falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(F) References to Including. The words "include," "includes," and "including" are to be construed as meaning "include without limitation," "includes without limitation," and "including without limitation," respectively.

(G) References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

(H) References to Governmental Authorities. Each reference to a Governmental Authority is deemed to include a reference to any successor to such Governmental Authority or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Authority.

(I) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted or assigned.

(J) Industry Terms. Words and phrases that are not defined herein but that have well-known technical or industry meanings shall be construed pursuant to such recognized meanings, taking into account the context in which such words and phrases are used herein.

(K) References to Dollar Amounts. All statements of, or references to, dollar amounts or money, including references to "$" and "dollars," are to the lawful currency of the United States of America.

(L) References to All Reasonable Efforts. The expression "all reasonable efforts" and expressions of like import, when used in connection with an obligation of either Party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each Party's obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no less steps and efforts than those that would be taken by a reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person's own benefit; provided that, the foregoing will not require MassDOT to:

(1) Take any action which is contrary to the public interest, as determined by MassDOT in its discretion; or

(2) Undertake action that might be available to MassDOT due to its status as a Governmental Authority but that would not be available to a private, commercially reasonable and prudent person.

(M) Discretion. When a Party has "discretion," it means that the Party has the sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of this Agreement.References to Promptly. The word "promptly" is to be construed as meaning as soon as reasonably practicable in light of then-prevailing circumstances.

(O) Obligations to Provide Assistance. The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted Party. Unless otherwise expressly stated herein, any failure of a Party entitled to assistance hereunder to perform an obligation under this Agreement shall not be excused on account of any failure of the Party obligated to provide assistance.

(P) Party Bearing Cost of Performance. All obligations or responsibilities undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has expressly agreed in this Agreement to bear all or a portion of the cost, either directly, or by reimbursement to the other Party.

(Q) Exhibits; Appendices. This Agreement includes, and incorporates by reference, all provisions of the Exhibits and of the Appendices attached hereto, and references to Sections or Articles "of the Agreement" in the Appendices are intended solely for convenience to refer to Sections or Articles included in the main body of this Agreement and shall not be construed to mean that the Appendices are not a part of this Agreement.

(R) References to Sections. References to Sections or Articles shall be deemed references to Sections or Articles of this Agreement unless otherwise expressly provided.

(S) Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

(T) Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with U.S. GAAP (as such term is defined in the Attachment A, Section A3.2 of the RFP).

ARTICLE 2
TRANSITION PERIOD OBLIGATIONS

SECTION 2.1 GENERAL.

(A) Transition to Concessionaire Responsibility for the Service Plazas. The primary purpose of the Transition Period is to enable the Parties to provide for a smooth, seamless and orderly transition of management, operations, and maintenance of the Service Plazas from the current operators to the Concessionaire while continuously serving customers until the Commencement Date. The Concessionaire may perform further investigations of the Service Plazas during the Transition Period in accordance with any requirements and restrictions set forth in Section 2.2. The Concessionaire shall diligently perform its obligations during the Transition Period.

(B) Concessionaire Obligations During Transition Period. The Concessionaire shall perform the following Transition Period obligations during the Transition Period:

(1) The Concessionaire shall carry out all of its responsibilities and Transition Period obligations in accordance with the commitments set forth in its Proposal, as attached hereto as Appendix G, to ensure the smooth, seamless and orderly transfer of management, operations, and maintenance responsibility for the Service Plazas from the current operators to the Concessionaire and shall provide all management, technical, administrative, labor relations and other personnel necessary in connection therewith.

(2) The Concessionaire's Transition Period obligations under the Plaza Operations and Maintenance Plan shall, at minimum, address the continuity of service for food, convenience store and Fuel Services, and the availability of EV Charging Stations at each of the Service Plazas;

(3) The Concessionaire shall coordinate with MassDOT regarding any measures reasonably necessary to achieve the goals referenced in Section 2.1(A);

(4) The Concessionaire shall obtain MassDOT's approval of Appendix G to the Lease (Food, Beverage, and Fuel Survey and Pricing Requirements) setting forth its food and beverage and non-food and beverage pricing for the Service Plazas that will be open on the Commencement Date;

(5) The Concessionaire shall obtain MassDOT's approval of Appendix L to the Lease (Workforce and Economic Development Disclosures); and

(6) The Concessionaire shall perform and satisfy all obligations relating to achieving the Financial Close in accordance with this Agreement and the Financing Plan submitted with its Proposal.

SECTION 2.2 ACCESS RIGHTS.

(A) Concessionaire Access Rights. On the Commercial Close Date the Concessionaire shall have a right of access to the Service Plazas during the Transition Period, solely for the purposes of:

(1) Carrying out its responsibilities pursuant to the Concessionaire's Transition Period obligations pursuant to the Plaza Operations and Maintenance Plan under this Agreement; and

(2) Performing non-invasive inspections of the Service Plazas in accordance with any requirements and restrictions established by MassDOT in MassDOT's discretion as a condition of such access. For the avoidance of doubt, such inspections shall not include any physically invasive testing of, on, or under the Service Plaza(s), nor the right to collect, remove, or submit any samples or other materials for testing.

Such right of access shall be subject to Section 2.2(B) and the rights of the current operators of the Service Plazas under the existing operating agreements. The Concessionaire may, for the same purposes (and subject to the same restrictions) described in this Section 2.2(A), grant to any person performing obligations set forth in this Section 2.2(A) on behalf of the Concessionaire a corresponding right to access the Service Plazas. The Concessionaire shall assume all risks associated with such activities and shall indemnify, defend and hold harmless MassDOT and the current operators for any damage incurred as a result of such activities. No later than seven (7) days before the exercise of any rights of access under this Section 2.2 by the Concessionaire or anyone acting on its behalf, the Concessionaire shall deliver certificates of insurance to MassDOT demonstrating that the Concessionaire has in effect the insurance coverages described in Sections 16.1(B), 16.1(C), 16.1(D) and 16.1(E) of the Lease (except that the minimum excess/umbrella limits of liability shall be Five Million Dollars ($5,000,000) solely with respect to operations performed under this Section 2.2), with each applicable policy (i) covering all ongoing and completed operations performed by the Concessionaire or anyone acting on its behalf; (ii) specifically listing MassDOT and any other Person reasonably designated in writing by MassDOT as an additional insured on a primary and noncontributory basis as to any liability arising out of ongoing or completed operations by the Concessionaire or anyone acting on its behalf, and (iii) including a waiver of the insurer's rights of subrogation against MassDOT. The Concessionaire shall provide copies of the endorsements in each policy providing such additional insured coverages and waivers of subrogation with the certificates of insurance. MassDOT shall have the right to deny access until sufficient evidence of the foregoing coverages is provided by the Concessionaire. The Concessionaire shall provide MassDOT with certified copies of each applicable insurance policy within five (5) Business Days of MassDOT's written request.

(B) No Interference with Existing Operations. The Concessionaire shall undertake and perform the obligations referred to in Section 2.2(A) in a manner which does not unreasonably interfere with or impair the ongoing operations of MassDOT or any current operator in respect of the Service Plazas during the Transition Period. The Concessionaire shall coordinate the performance of all such obligations with MassDOT and any current operator in accordance with the Concessionaire's Transition Period obligations pursuant to the Plaza Operations and Maintenance Plan, including by providing reasonable notice to MassDOT of proposed activities at the Service Plazas and of persons performing those activities, and by keeping MassDOT reasonably informed of its activities at the Service Plazas. If the Concessionaire does not comply with its obligations under this Agreement, including the Transition Period obligations under the Plaza Operations and Maintenance Plan, MassDOT shall have the right, by written notice to the Concessionaire specifying the failure of compliance, to deny the Concessionaire access to the Service Plaza until such time as the Concessionaire demonstrates to the reasonable satisfaction of MassDOT that it will correct the issue and resume compliance.

(C) MassDOT Cooperation Generally. Subject to the terms and conditions of this Section 2.2, MassDOT shall reasonably cooperate with the Concessionaire to allow the Concessionaire reasonable and timely access to the Service Plazas for the performance of the obligations described in Section 2.2(A) starting on the Commercial Close Date through the end of the Transition Period.

ARTICLE 3
COMMERCIAL CLOSE; FINANCIAL CLOSE

SECTION 3.1 COMMERCIAL CLOSE.

(A) Concessionaire CPs to Commercial Close. The Concessionaire shall be responsible for satisfying the following conditions precedent to Commercial Close (the "**Concessionaire CPs to Commercial Close**"):

(1) The Concessionaire has duly executed and delivered this Agreement.

(2) The Concessionaire has duly executed and delivered the Lease in substantially the form included in the RFP (without modification except as agreed by MassDOT in writing), and a fully executed copy of the Lease shall be attached hereto as Appendix G (Executed Lease and Concessions Agreement);

(3) As security for the Concessionaire's obligation to achieve Financial Close, the Concessionaire shall have delivered to MassDOT Financial Close Security in the amount of $2,000,000, in the form of Appendix B (*Financial Close Security Bond*) or Appendix C (*Financial Close Security Letter of Credit*), issued by an Eligible Security Issuer, in favor of MassDOT, and otherwise in form and substance acceptable to MassDOT;

(4) The Concessionaire has delivered evidence satisfactory to MassDOT of the due authorization and execution of both this Agreement and the Lease by the Concessionaire (including certified board resolutions, partnership resolutions, or equivalent authorizations);

(5) The Concessionaire has delivered a certificate from an authorized officer confirming that all representations and warranties of the Concessionaire in both this Agreement and the Lease are true and correct in all material respects as of the Commercial Close Date;

(6) The Concessionaire shall have provided MassDOT with letters of intent from the Concessionaire's (and, to the extent applicable, its Project Contractors' or Subcontractors') insurance providers evidencing in a manner acceptable to MassDOT that the Concessionaire is capable of providing all Required Insurance on the Commencement Date of the Lease. All such letters of intent shall acknowledge that the insurance provider or insurance broker, as applicable, has reviewed and understands the requirements of the Lease, that the applicable coverages included as Required Insurance are currently available in the insurance marketplace or presently addressed by the Concessionaire's (or, to the extent applicable, its Project Contractors' or Subcontractors') corporate insurance program and that the insurance provider intends to furnish the applicable Required Insurance in accordance with the terms of the Lease; and

(7) The Concessionaire has delivered such other documents or instruments as MassDOT may reasonably request in connection with Commercial Close.

(B) Commercial Close. Upon MassDOT's written confirmation of Concessionaire's satisfaction (or written waiver by MassDOT) of the Concessionaire CPs to Commercial Close, Commercial Close shall be deemed to have occurred ("**Commercial Close**"). Commercial Close shall not be deemed to have occurred, unless and until the Concessionaire CPs to Commercial Close are satisfied or waived by MassDOT.

SECTION 3.2 FINANCIAL CLOSE SECURITY.

(A) Maintenance of Financial Close Security. The Financial Close Security shall remain in full force and effect until it is either returned or drawn upon by MassDOT in accordance with this Agreement. If any dispute is pending pursuant to Article 6 that could affect MassDOT's right to draw on the Financial Close Security, the Concessionaire shall ensure that the Financial Close Security does not have fewer than thirty (30) days remaining before its expiration date at any time during such dispute period. Failure to maintain such minimum remaining term shall constitute an immediate Event of Default entitling MassDOT to draw on the Financial Close Security without further notice.

(B) Return of Financial Close Security. If Financial Close occurs in accordance with this Agreement, MassDOT shall return or release the Financial Close Security to the Concessionaire within ten (10) Business Days following the Financial Close.

SECTION 3.3 FINANCIAL CLOSE CONDITIONS.

(A) Financial Close Conditions. Upon satisfaction (or waiver in accordance with this Section 3.3) of the applicable conditions precedent set forth in Sections 3.3(D) and 3.3(E), Financial Close shall occur. Each Party may, in its sole discretion, waive any or all of the other Party's conditions precedent.

(B) Financial Close Deadline. The Financial Close shall occur no later than on the Financial Close Deadline.

(C) Certifications. Any matter that must be "certified" by a Party under this Section 3.3 shall be certified in writing by an authorized representative of such Party and any such written certification shall be in form and substance reasonably acceptable to the Party receiving such certification.

(D) Concessionaire Conditions Precedent. The Concessionaire shall be responsible for satisfying the following conditions precedent to Financial Close (the "**Concessionaire CPs to Financial Close**"):

(1) Each of the Financing Documents, the Security Documents (if any), the Equity Member Funding Agreement, and any other contracts, agreements, or arrangements with respect to the management, development, construction and/or operation of the Project (including the Project Contracts, each Project Contract Collateral Agreement, and any contracts, agreements, or arrangements between the Concessionaire and any of its Affiliates), together with any amendments and supplements thereto, shall be in form and substance reasonably acceptable to MassDOT (provided that MassDOT may withhold such approval only if the relevant document fails to comply with the terms of the Lease including the approved Financing Plan), and the Concessionaire shall have delivered to MassDOT fully executed copies of each such document, certified by the Concessionaire as true, complete, and accurate copies thereof;

(2) The Required Insurance set forth in Article 16 of the Lease has been procured and shall be in full force and effect as of the Commencement Date, and the Concessionaire shall provide to MassDOT certified copies, binders or such other written evidence of coverage acceptable to MassDOT demonstrating (i) each Required Insurance policy to be obtained by the Concessionaire under Article 16 of the Lease shall be in full force and effect as of the Commencement Date; and (ii) as to any Construction Work expected by the Concessionaire to be performed within thirty (30) days after Financial Close, each Required Insurance policy required of any Project Contractors or Subcontractors performing any such Construction Work shall be in full force and effect as of the start date of any such Construction Work;

(3) To the extent that the Financing Plan contemplates Debt to fund the Project and the Lender(s) require a Lenders' Remedies Agreement, the Concessionaire shall have provided MassDOT with a counterpart of the Lenders' Remedies Agreement in the form set forth in Appendix D (Form of the Lenders' Remedies Agreement) executed by all parties thereto, but excluding MassDOT;

(4) To the extent that the Financing Plan contemplates Debt to fund the Project, (i) such Debt shall be on terms consistent with those set forth in the Financing Plan and Lender Commitment Letters, (ii) such Debt shall have been provided by the Lenders that have delivered a Lenders' Commitment Letter in connection with Concessionaire's Proposal, and (iii) all conditions precedent to closing and funding the Debt under the Financing Documents shall have been met (or waived) and the Concessionaire shall have provided MassDOT with a certificate evidencing the same;

(5) To the extent that the Financing Plan contemplates equity contributions to fund the Project, (i) such equity contributions shall be on terms consistent with those set forth in the Financing Plan and Equity Commitment Letters, (ii) such equity contributions shall have been made by Equity Investors that have delivered an Equity Commitment Letter in connection with Concessionaire's Proposal, and (iii) the Concessionaire shall have provided MassDOT with evidence of the consummation of such equity contribution and receipt thereof by the Concessionaire;

(6) To the extent that the Concessionaire identified a Financially Responsible Party in respect of the Concessionaire in its Proposal, the Concessionaire shall have provided MassDOT with a Lease Guaranty in the form set forth in Appendix F (Form of Lease Guaranty Agreement) executed by such Financially Responsible Party;

(7) Not less than five (5) Business Days prior to the anticipated Financial Close Date, the Concessionaire shall have delivered to MassDOT:

i. An updated unrestricted electronic version of the Financial Model specifying (among other things) the Base Case Equity IRR and incorporating (among other things) any amendments made to date as agreed upon by the Parties;

ii. To the extent not provided in connection with the Proposal, the books and documents setting forth all assumptions, calculations and methodology used in the preparation of the Financial Model and any other documentation necessary or reasonably requested by MassDOT to operate the Financial Model;

iii. An audit report for the Financial Model which shall be in compliance with the Financing Plan; and

iv. A certificate executed by the Concessionaire Representative certifying that the Financial Model: (a) was prepared by or on behalf of the Concessionaire in good faith; (b) was audited and verified by an independent, recognized model auditor prior to Financial Close; (c) fully discloses all cost, revenue, and other financial assumptions and projections relevant to the Concessionaire's performance of its obligations under the Lease; and (d) includes only formulas that are mathematically correct and suitable for making the projections referred to in the Financial Model.

(8) All representations and warranties of the Concessionaire under this Agreement and the representations and warranties of the Concessionaire set forth in Section 22.4 of the Lease shall be true and correct in all material respects when made and as of the Financial Close Date, and the Concessionaire shall have delivered to MassDOT a certificate certifying to the same;

(9) The Concessionaire shall have delivered a certificate from an authorized officer confirming that (i) no Material Adverse Change has occurred in the financial

condition of the Concessionaire or any Major Participant since the date of the Proposal submission, and (ii) no Event of Default, or event or circumstance that with the giving of notice, the lapse of time, or both would constitute an Event of Default (regardless of whether any applicable notice or cure period has commenced or is running), exists under this Agreement or the Lease as of the Financial Close Date.

(10) No Event of Default by the Concessionaire, or event or circumstance that with the giving of notice, the lapse of time, or both would become an Event of Default (regardless of whether any applicable notice or cure period has commenced or is running), shall have occurred as of the Financial Close Date;

(11) The Concessionaire shall have provided MassDOT with such documents and certificates as MassDOT may reasonably request evidencing the organization, existence and good standing of the Concessionaire, the authorization of the entry by the Concessionaire into the Contract Documents, the Financing Documents and the Project Contracts to which it is a party, all in form and substance reasonably satisfactory to MassDOT;

(12) To the extent requested by MassDOT, the Concessionaire shall have delivered to MassDOT one or more legal opinions of the Concessionaire's counsel (in-house or external) in a form reasonably acceptable to MassDOT;

(13) The Concessionaire shall have provided to MassDOT:

i. the Letter of Credit pursuant to Section 10.1 of the Lease in form and substance acceptable to MassDOT;

ii. the Construction Performance Bond(s) and the Payment Bond(s) required pursuant to Section 10.3 of the Lease, each in the amount equal to the capital cost of the Construction Work associated with the Redevelopment Work as set forth in the Design and Construction Agreements delivered pursuant to Section 3.3(D)(1); and

iii. a statutory lien bond pursuant to Massachusetts General Laws, Chapter 254, accompanying each of the foregoing Construction Performance Bond and Payment Bond, in each case issued by an Eligible Security Issuer meeting the requirements of Section 10.3 of the Lease, in form and substance acceptable to MassDOT, and accompanied by executed original power of attorney, surety and corporate acknowledgment form, and the Surety's most recent financial statement;

(14) To the extent that a Project Contract Guaranty Agreement is required under Section 10.5 of the Lease, the Concessionaire shall have caused the applicable Project Contract Guarantor to execute and deliver to MassDOT a Project Contract Guaranty Agreement in a form reasonably acceptable to MassDOT, guaranteeing the performance of the applicable Project Contract;

(15) The Concessionaire shall have provided MassDOT with (i) surveys for the Service Plazas meeting 2021 ALTA minimum standards, with such table "A" items as MassDOT has reasonably requested, certified to MassDOT and prepared and signed by a Massachusetts licensed professional engineer or surveyor reasonably acceptable to MassDOT, and (ii) copies of leasehold owner's title insurance policies for each Service Plaza insuring Concessionaire's leasehold interest under the Lease, issued by a title insurance company licensed to do business in the Commonwealth of Massachusetts and reasonably acceptable to MassDOT, each in accordance with Section 7.10 of the Lease; and

(16) All other conditions to the Lease effectiveness to achieve the Commencement Date were satisfied by Concessionaire or waived in writing by MassDOT.

(E) MassDOT Conditions Precedent. MassDOT shall be responsible for satisfying the following conditions precedent to Financial Close (the "**MassDOT CPs to Financial Close**"):

(1) All representations and warranties of MassDOT under this Agreement shall be true and correct in all material respects when made and on the Financial Close Date and MassDOT shall have performed and complied with all material covenants and obligations of MassDOT under this Agreement required to be performed or complied with as of the Financial Close Date;

(2) MassDOT shall have counter-signed and delivered to the Concessionaire and each other party thereto the Project Contract Collateral Agreements;

(3) To the extent that the Financing Plan contemplates Debt to fund the Project, MassDOT shall have counter-signed and delivered to the Concessionaire and each other party thereto the Lenders' Remedies Agreement; and

(4) MassDOT shall have delivered to Concessionaire a standard form title insurance affidavit for each of the Service Plazas, in a form acceptable to MassDOT, with respect to parties in possession that states no mechanics liens exist with respect to work performed by MassDOT in the prior 90 days.

ARTICLE 4
EVENTS OF DEFAULT AND REMEDIES

SECTION 4.1 EVENTS OF DEFAULT.

The occurrence of one or more of the following events shall constitute an "**Event of Default**" by the Concessionaire under this Agreement.

(1) Default in the performance or observance of any covenant, condition, obligation, or agreement on the part of Concessionaire to be performed or observed under this Agreement, including but not limited to those set forth in Articles 2 and 3, which default is not cured by the earlier of (i) ten (10) Business Days after written notice specifying such default shall have been given to Concessionaire, and (ii) the expiration of the Transition Period;

(2) The representations and warranties of the Concessionaire set forth in Section 22.4 of the Lease, or the certificate delivered in respect thereof pursuant to Section 3.3(D)(8), shall have been false or materially misleading when made or delivered, or such representations and warranties shall no longer be true and correct in all material respects as of the Financial Close Date;

(3) The Concessionaire or any Major Participant is party to fraud against MassDOT or any other person in connection with this Agreement, the Lease, the Proposal or the Project generally;

(4) An assignment or Change in Control (subject to the exceptions under Sections 15.1 and 15.2 of the Lease, respectively) of the Concessionaire occurs, including by operation of law, in violation of the terms of this Agreement or the Lease;

(5) Any interest in this Agreement or the Lease shall be held, directly or indirectly, by any Prohibited Person and such interest shall have not been divested by the earlier of (i) forty-five (45) days after written notice from MassDOT to the Concessionaire requesting such divestiture, and (ii) the expiration of the Transition Period;

(6) A failure to timely provide evidence that all insurance required to be maintained by the Concessionaire during the Transition Period pursuant to this Agreement or the Lease is in full force and effect, and such default remains unremedied for a period of five (5) days following written notice from MassDOT to the Concessionaire requesting such evidence; provided, however, and notwithstanding the foregoing cure period for providing evidence of insurance, a lapse in any such required insurance coverage shall constitute an immediate Event of Default;

(7) Any party revokes or attempts to revoke its obligations under any guaranty or any statement of joint and several liability in support of the Concessionaire, or otherwise takes the position that its guaranty or joint and several obligations are no longer in full force and effect or are unenforceable; or

(8) a Bankruptcy Related Event occurs with respect to the Concessionaire or any Major Participant.

SECTION 4.2 NOTICE BY CONCESSIONAIRE.

The Concessionaire shall provide written notice to MassDOT of the occurrence of any Event of Default and of any event or circumstance that is reasonably likely, with the passage of time or otherwise, to constitute or give rise to an Event of Default, in either case, promptly upon becoming aware of the same (but no later than three (3) Business Days thereafter). No failure of the Concessionaire to provide notice in accordance with this Section 4.2 shall serve to limit any right or remedy of MassDOT hereunder.

SECTION 4.3 MASSDOT REMEDIES UPON AN EVENT OF DEFAULT.

Except to the extent expressly provided in this Agreement, the rights and remedies of MassDOT hereunder are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Subject to Section 4.1 above, if an Event of Default shall have occurred and be continuing then MassDOT may, at its option, exercise any or all of the following remedies:

(1) By written notice to the Concessionaire, MassDOT may immediately terminate this Agreement and the Lease shall have no force or effect (provided, however, that such termination shall not prejudice MassDOT's rights in respect of the Financial Close Security). If terminated by MassDOT, the Concessionaire shall have no further rights with respect to the Service Plazas, and MassDOT shall have no further obligations with respect to the Concessionaire under any award to the Concessionaire or under this Agreement or the Lease. If terminated by MassDOT, MassDOT may, at its sole discretion, undertake a new procurement with respect to the Service Plazas, or award the Lease to the Proposer with the next highest score to the Concessionaire in response to the RFP, without any obligation to the Concessionaire;

(2) By written notice to the Concessionaire, MassDOT may draw upon, collect, or enforce the Financial Close Security and retain the proceeds as liquidated damages, and not as a penalty, in accordance with Section 5.1(A)(2);

(3) By written notice to the Concessionaire, MassDOT may suspend, in whole or in part, the Concessionaire's access rights under Section 2.2 until such time as the applicable Event of Default has been cured to the reasonable satisfaction of MassDOT;

(4) Demand compliance with the terms of any guaranty or performance security applicable to the Concessionaire's obligations under this Agreement, in addition to the Financial Close Security;

(5) By written notice to the Concessionaire, MassDOT may retain any deposits paid by the Concessionaire; and

(6) All other available legal or equitable remedies.

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision. Except as expressly provided in this Agreement, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

SECTION 4.4 CONCESSIONAIRE REMEDIES.

Without prejudice to any legal right or entitlement of the Concessionaire to specific performance or injunctive relief, the Concessionaire's sole remedy in relation to matters for which an express right or remedy is stated in this Agreement shall be that express right or remedy, and the Concessionaire shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

SECTION 4.5 MASSDOT DEFAULT.

MassDOT shall in no event be in default under this Agreement unless and until MassDOT shall have failed to perform any obligation hereunder within thirty (30) days following written notice from Concessionaire, provided that if such failure is susceptible to cure but may not reasonably be cured within such thirty (30) day period, such failure shall not constitute a default by MassDOT hereunder so long as MassDOT proceeds diligently during such thirty (30) day period to cure same and thereafter diligently proceeds to and cures such failure as soon as reasonably practicable.

ARTICLE 5
TERMINATION RIGHTS PRIOR TO FINANCIAL CLOSE

SECTION 5.1 MASSDOT TERMINATION RIGHTS.

(A) Termination for Concessionaire's Failure to Achieve Financial Close. If each of the MassDOT CPs to Financial Close have been satisfied and any Concessionaire CPs to Financial Close are not satisfied or waived in writing by MassDOT on or before the Financial Close Deadline, MassDOT shall be entitled to exercise the rights and remedies provided in this Section 5.1(A), except that MassDOT shall not exercise the remedies set forth below during any period when both: (i) the Concessionaire is disputing in good faith pursuant to Article 6 whether MassDOT has the right to terminate pursuant to this Section 5.1(A), and (ii) the Financial Close Security remains in full force and drawable by MassDOT. Notwithstanding the foregoing, if fewer than thirty (30) days remain before the expiration of the Financial Close Security at any time during such dispute period, MassDOT may immediately draw the full amount of the Financial Close Security without further notice and terminate this Agreement. Subject to the foregoing, MassDOT shall have the right to:

(1) terminate this Agreement by written notice to the Concessionaire, in which case this Agreement and the Lease shall have no force or effect (provided, however, that such termination shall not prejudice MassDOT's rights in respect of the Financial Close Security); and

(2) draw and retain the full amount of the Financial Close Security as liquidated damages, and not as a penalty, which shall constitute MassDOT's sole monetary remedy against the Concessionaire for failure to achieve Financial Close, except that MassDOT shall retain all rights to specific performance, injunctive relief, and other non-monetary remedies to the extent available under this Agreement or Applicable Law.

The Concessionaire shall not be entitled to payment of any amount from MassDOT in connection with any termination of this Agreement pursuant to this Section 5.1(A).

(B) Termination due to Event of Default. MassDOT shall have the right to terminate this Agreement in accordance with Section 4.3 as a result of an Event of Default.

SECTION 5.2 CONCESSIONAIRE TERMINATION RIGHTS FOR MASSDOT'S FAILURE TO SATISFY MASSDOT CPs TO FINANCIAL CLOSE.

If each of the Concessionaire CPs to Financial Close have been satisfied and any MassDOT CPs to Financial Close are not satisfied on or before the Financial Close Deadline (and so long as MassDOT is not disputing in good faith pursuant to Article 6 whether the Concessionaire has the right to terminate this Agreement pursuant to this Section 5.2), then the Concessionaire shall have the right to terminate this Agreement by written notice to MassDOT with immediate effect and MassDOT shall have no right to draw on the Financial Close Security. Upon receipt of termination notice from the Concessionaire pursuant to this Section 5.2, the Lease shall have no force or effect and MassDOT shall return the Financial Close Security to the Concessionaire within ten (10) Business Days.

ARTICLE 6
DISPUTE RESOLUTION PROCEDURES

SECTION 6.1 PROCESS AND REQUIREMENTS.

(A) Generally. Each Party shall follow the Dispute Resolution Procedures set forth in this Section 6.1 to attempt to resolve and settle disputes between themselves concerning the rights, obligations and liabilities of the Parties. The Dispute Resolution Procedures set forth in this Article 6 are intended to encourage a negotiated resolution of disputes in a prompt and efficient manner without resort to litigation.

(B) Informal Negotiations. The Parties shall initially and promptly enter into negotiations to attempt to address and resolve any disputes that may arise concerning this Agreement. In connection with such negotiations, the Party asserting the dispute shall provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation pertaining to the dispute and the Party's position. The Parties shall consider involving senior representatives and other upper management personnel of each Party in the informal negotiation process, as well as other representatives of the Parties not actively involved in the day-to-day activities associated with the dispute who might be able to take a broader look at the dispute in the context of the overall objectives of this Agreement. Upon the expenditure of reasonable efforts towards resolution of a dispute through such informal negotiations without reaching agreement, a Party may declare that the informal negotiations have been exhausted and such Party may request Non-Binding Mediation.

(C) Rights to Request and Decline Non-Binding Mediation. Subject to the requirements of Section 6.1(B), either Party may request Non-Binding Mediation of any dispute arising under this Agreement. Non-Binding Mediation is voluntary and will not be a condition precedent to instituting Legal Proceedings by either Party. The non-requesting Party may decline the request for Non-Binding Mediation in its discretion. If there is concurrence that any particular matter shall be mediated, the following provisions of this Section 6.1 shall apply:

(1) The Mediator shall be a professional mutually acceptable to the Parties who has subject matter expertise with respect to the issues being mediated and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its discretion that its interests are not being served by the mediation.

(2) Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

(3) The costs of such Non-Binding Mediation shall be divided equally between the Parties.

(D) Relation to Judicial Legal Proceedings. Nothing in this Section 6.1 shall operate to limit, interfere with or delay the right of either Party under this Section 6.1 to commence Legal Proceedings upon a breach of this Agreement by the other Party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

(E) Forum For Legal Proceedings. It is the express intention of the Parties that all Legal Proceedings related to this Agreement or to the Project or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in state or federal courts having competent jurisdiction located in the City of Boston, Commonwealth of Massachusetts. The Concessionaire and MassDOT each irrevocably consent to the jurisdiction of such courts in any such Legal Proceeding and waive any objection they may have to the laying of venue or jurisdiction of any such Legal Proceeding in such courts, and waive any claim that any such proceeding brought in such courts has been brought in an inconvenient forum. The Parties shall accept service of process at the addresses provided in this Agreement. The Parties agree that the Dispute Resolution Procedures under this Article 6 exclusively govern claims relating to this Agreement.

(F) Continuance Of Performance During Dispute. Unless otherwise directed in writing by MassDOT, at all times during the course of any Dispute Resolution Procedure or Legal Proceeding, the Concessionaire shall continue with the performance of its obligations under this Agreement.

ARTICLE 7
NOTICES

SECTION 7.1 PROCESS AND REQUIREMENTS.

Every notice, demand, consent, approval or other instrument required or permitted to be given under this Agreement shall be in writing, and delivered by messenger, overnight courier service that provides evidence of receipt, or by email transmission sent with confirmation of delivery and addressed as follows:

If to MassDOT:

Massachusetts Department of Transportation
State Transportation Building
Ten Park Plaza
Boston, MA 02116
Attention: Office of Real Estate and Economic Development
Email:____________________

with copies to:

Massachusetts Department of Transportation
State Transportation Building
Ten Park Plaza
Boston, MA 02116
Attention: General Counsel

and

Pamela.Liaperdos@dot.state.ma.us; Andrew.Paul@dot.state.ma.us; and
SSnyder2@MBTA.com

and

MassDOT – District <>
Massachusetts Department of Transportation
<>
<>
Attn: <>
Email:____________________

If to Concessionaire:

<>

with copies to:

<>

and

<>

or in the case of either Party to such other address as that Party from time to time shall have designated by written notice given to the other Party. All such notices shall be effective upon receipt or refusal of delivery, whichever shall first occur.

[signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION:	**CONCESSIONAIRE:**
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:____________________________	Title:____________________________

APPENDIX A

DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings set forth below.

"Affiliate" has the meaning set forth in Appendix A of the Lease.

"Agreement" has the meaning specified in the preamble.

"Applicable Law" has the meaning set forth in Appendix A of the Lease.

"Bankruptcy Related Event" has the meaning set forth in Appendix A of the Lease.

"Base Case Equity IRR" means the Equity IRR calculated at the Financial Close. After a Refinancing, the Base Case Equity IRR will equal the Equity IRR calculated immediately after the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated including as to the performance of the Project up to the date of the Refinancing) so as to be current immediately after the Refinancing.

"Business Day" has the meaning set forth in Section 1.1 of the RFP.

"Change in Control" has the meaning set forth in Appendix A of the Lease.

"Commencement Date" means the commencement date of the Lease, which is [TBD].

"Commercial Close" has the meaning set forth in Section 3.1(B).

"Commercial Close Date" means the date on which Commercial Close occurs.

"Committed Investment" means:

1. Any form of direct investment of good and immediately available funds by Equity Members, including the purchase of equity shares in and/or the provision of Equity Member Debt to the Concessionaire; or

2. An irrevocable written commitment to make the direct investment referenced in clause (1) of this definition, in good and immediately available funds, by a date which is no later than the Commencement Date, coupled with an on demand letter of credit issued by a Qualified Commercial Bank for the account of an Equity Member naming the Concessionaire as beneficiary and guaranteeing such commitment.

"Concessionaire" has the meaning specified in the preamble.

"Concessionaire CPs to Commercial Close" has the meaning specified in Section 3.1(A).

"Concessionaire CPs to Financial Close" has the meaning specified in Section 3.3(D).

"Concessionaire Representative" has the meaning set forth in Appendix A of the Lease.

"Construction Performance Bond" has the meaning set forth in Appendix A of the Lease.

"Construction Work" has the meaning set forth in Appendix A of the Lease.

"Contract Documents" has the meaning set forth in Section 1.1 of the RFP.

"Debt" means all forms of borrowed capital or credit obligations to be incurred by the Concessionaire in connection with the Project, including, without limitation: senior secured loans; mezzanine loans; subordinated loans; shareholder loans (to the extent treated as debt for financial modeling purposes); taxable bonds; bond financings; private placement securities; on-balance sheet corporate debt; bank credit facilities; revolving credit facilities; letters of credit drawn upon and outstanding; and any other instrument, agreement, or arrangement that creates or evidences a payment obligation for borrowed money or deferred purchase price. "Debt" shall include any refinancing of the foregoing instruments. For the avoidance of doubt, "Debt" does not include equity contributions or unfunded equity commitments.

"Design and Construction Agreement" has the meaning set forth in Appendix A of the Lease.

"Dispute Resolution Procedures" means the procedures for the resolution of disputes between the Parties set forth in Article 6.

"Distribution" has the meaning set forth in Appendix A of the Lease.

"Effective Date" has the meaning specified in the preamble.

"**EV Charging Stations**" has the meaning set forth in Appendix A of the Lease.

"Eligible Security Issuer" means:

(1) If the Proposal Security and/or Financial Close Security (as applicable) is in the form of a letter of credit, a bank, trust company, or financial institution that: (i) is duly organized and validly existing under the laws of the United States of America or a state thereof; (ii) is authorized to issue letters of credit in the United States; and (iii) has a long-term unsecured debt rating of not less than A- (or its equivalent) from at least one nationally recognized statistical rating organization (including S&P Global Ratings, Moody's Investors Service, or Fitch Ratings); or

(2) if the Proposal Security and/or Financial Close Security (as applicable) is in the form of a surety bond, a surety company that: (i) is admitted to transact business and issue surety bonds in the State; (ii) is listed by the U.S. Department of the Treasury as an approved surety (Circular 570); and (iii) has a financial strength rating of A- or better from A.M. Best, Fitch Ratings, Moody's Investors Service or Standard & Poor's Ratings Group; or

(3) in either case, such other financial institution or issuer as may be expressly approved in writing by MassDOT in its sole discretion, which approval may be granted or withheld based on the issuer's creditworthiness, experience, and ability to honor the applicable security instrument.

"Equity Commitment Letter" has the meaning set forth in Section 1.1 of the RFP.

"Equity Investor" has the meaning set forth in Section 1.1 of the RFP.

"Equity Member" means any person with a direct equity interest in the Concessionaire.

"Equity Member Debt" means any obligations created, issued or incurred by the Concessionaire for borrowed money that:

1. Is owed to any Equity Member or any Affiliate thereof; and

2. Is subordinated in priority of payment and security to all Debt incurred in connection with the Project held by persons who are not Equity Members.

"Equity Member Funding Agreement" means any loan agreement, credit agreement or other similar financing agreement or subordination agreement providing for or evidencing Equity Member Debt.

"Equity IRR" means the nominal post-tax internal rate of return to the Committed Investment described in clause (1) of the definition of Committed Investment over the full Lease Term calculated, using the Financial Model, at the discount rate that, when applied to Committed Investment cash flows, gives a zero net present value; provided that:

1. The phrase "post-tax" refers only to a single level of U.S. federal and State income tax liability of the Concessionaire or its Equity Members, calculated at a rate no greater than the maximum rate charged to domestic corporations and taking into account the deductibility of state and local taxes for federal purposes, and specifically excludes (a) any foreign income tax and other tax of any kind and (b) any withholding tax for federal, state and local tax purposes, including any tax that the Concessionaire or an Equity Member is obligated to withhold on Distributions (whether actual or constructive) or other payments or allocations to Equity Members or holders of debt of or equity interests in an Equity Member under 26 U.S.C. §§ 1441–1446, notwithstanding 26 U.S.C., § 1461, or any similar State or local law; and

2. The phrase "cash flows" refers to Distributions, minus Committed Investment described in clause (1) of the definition of Committed Investment.

"Event of Default" has the meaning specified in Section 4.1.

"Financial Close" means the satisfaction or waiver of the Financial Close Conditions in accordance with Section 3.3.

"Financial Close Conditions" means the Concessionaire CPs to Financial Close and MassDOT CPs to Financial Close.

"Financial Close Date" means the date on which Financial Close occurs.

"Financial Close Deadline" means no later than [TBD], 2027, by which date Financial Close shall have occurred.

"Financial Close Security" means the security required from the Concessionaire in the amount set forth in Section 3.1(A)(3).

"Financial Model" has the meaning set forth in Appendix A of the Lease.

"**Financially Responsible Party**" has the meaning set forth in Section 1.1 of the RFP.

"Financing Documents" means the Security Documents together with all credit agreements, loan agreements, note purchase agreements, indentures, intercreditor agreements, security agreements, pledge agreements, and all other agreements, instruments and documents evidencing, securing, or otherwise relating to the Financing Plan, in each case as amended, supplemented, restated or replaced from time to time.

"Financing Plan" means the financing plan submitted by the Concessionaire as part of its Proposal and attached hereto as part of Appendix G.

"Fuel Service" has the meaning set forth in Appendix A of the Lease.

"Governmental Authority" has the meaning set forth in Appendix A of the Lease.

"Lease" means the Lease and Concessions Agreement, including all Appendices, attached hereto as Appendix G, entered into by a Concessionaire and MassDOT for the Service Plazas at Commercial Close and effective on the Commencement Date.

"Lease Guaranty" has the meaning set forth in Section 10.2 of the Lease.

"Lease Term" has the meaning set forth in Appendix A of the Lease.

"Legal Proceeding" has the meaning set forth in Appendix A of the Lease.

"Lender" has the meaning set forth in Appendix A of the Lease.

"Lenders' Commitment Letter" has the meaning set forth in Section 1.1 of the RFP.

"Lenders' Remedies Agreement" means the agreement between MassDOT, the Lenders, and the Concessionaire in the form set forth in Appendix D (Form of Lenders' Remedies Agreement).

"**Major Participant**" has the meaning set forth in Section 1.1 of the RFP.

"Massachusetts Department of Transportation" or **"MassDOT"** has the meaning specified in the preamble.

"MassDOT CPs to Financial Close" has the meaning specified in Section 3.3(E).

"**Material Adverse Change**" has the meaning set forth in Section 1.1 of the RFP.

"Mediator" has the meaning set forth in Appendix A of the Lease.

"Non-Binding Mediation" has the meaning set forth in Appendix A of the Lease.

"Party" or "Parties" has the meaning specified in the preamble.

"Payment Bond" has the meaning set forth in Appendix A of the Lease.

"Person" has the meaning set forth in Appendix A of the Lease.

"Plaza Component Plans" has the meaning set forth in Section 8.2 of the Lease.

"Plaza Operations and Maintenance Plan" means the plaza operations and maintenance plan submitted by the Concessionaire as part of its Proposal, including the Plaza Component Plan, incorporated into the Lease attached hereto as part of Appendix G.

"Prohibited Person" has the meaning set forth in Appendix A of the Lease.

"Project" has the meaning set forth in Appendix A of the Lease.

"Project Contract" has the meaning set forth in Appendix A of the Lease.

"Project Contract Collateral Agreement" means the agreement among MassDOT, a Project Contractor, its Project Contract Guarantor (if applicable), and the Concessionaire in the form set forth in Appendix E (Form of Project Contract Collateral Agreement).

"Project Contract Guarantor" has the meaning set forth in Section 10.5 of the Lease.

"Project Contract Guaranty Agreement" has the meaning set forth in Appendix A of the Lease.

"Project Contractor" has the meaning set forth in Appendix A of the Lease.

"Proposal" has the meaning set forth in Section 1.1 of the RFP.

"Proposal Security" has the meaning set forth in Section 1.1 of the RFP.

"Proposer" means the entity or entities (which may be a joint venture, partnership or consortium, or other legal structure) that submits a compliant Proposal in response to the RFP and that seeks to act as the Concessionaire for the Project.

"Qualified Commercial Bank" has the meaning set forth in Appendix A of the Lease.

"Redevelopment Work" has the meaning set forth in Appendix A of the Lease.

"Refinancing" has the meaning set forth in Appendix A of the Lease.

"Request for Proposals" or "RFP" has the meaning specified in the recitals.

"Required Insurance" has the meaning set forth in Section 16.1 of the Lease.

"Security Documents" has the meaning set forth in Appendix A of the Lease.

"Service Plazas" means the following Service Plazas along the Massachusetts Turnpike: Lee westbound, Lee eastbound, Blandford westbound, Blandford eastbound, Ludlow westbound and Ludlow eastbound.

"State" means the Commonwealth of Massachusetts.

"Subcontractor" has the meaning set forth in Appendix A of the Lease.

"Transition Period" has the meaning set forth in Section 1.1 of the RFP.

APPENDIX B

FORM OF FINANCIAL CLOSE SECURITY BOND

Bond No. |__|

Bonded Sum. |__|

We, **|__|**, a |__| duly organized and existing under the laws of the state of |__| ("Principal") and **|__|** ***[Note: If there is more than one surety, please revise accordingly to reference each surety]***, a corporation duly organized under the laws of the state of |__| ("Surety") , are held and firmly bound unto the Massachusetts Department of Transportation ("MassDOT"), for the sum of [$XX,XXX,XXX] ***[Note: insert the applicable Security amount for the Service Plazas covered by this Bond pursuant to Section 3.1(A)(3) of the Transition Agreement; multiple bonds in lesser amounts may be provided if the bonds equal the required amount in the aggregate]*** (the "Bonded Sum") for the payment of which Bonded Sum, the Principal and the Surety [and Co-Sureties] bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the RFP and the Transition Agreement (as such terms are defined below), as applicable.

WHEREAS, MassDOT has issued a Request for Proposals dated [----], 2026 (together with all attachments, exhibits, and schedules thereto, the "**RFP**"), inviting proposals from parties interested in, inter alia, designing, building, financing, redeveloping, leasing, operating, and maintaining the Service Plazas;

WHEREAS, in response to the RFP, the Principal submitted a proposal to design, build, finance, redevelop, lease, operate, and maintain the Service Plazas;

WHEREAS, MassDOT has selected the Principal's Proposal to design, build, finance, redevelop, lease, operate, and maintain the Service Plazas;

WHEREAS, MassDOT and the Principal entered into that certain Transition Agreement dated as of [--]. 2027 (the "**Transition Agreement**"); and

NOW, THEREFORE:

1. The obligation of the Principal and the Surety [or Co-Sureties] under this bond shall be released and of no further force or effect upon the occurrence of any of the following events:

1.1. Principal's receipt of written notice from MassDOT that the Financial Close has occurred in terms of the Transition Agreement; or

1.2. Except as expressly provided otherwise in the Transition Agreement and/or agreed to by MassDOT in writing, Principal's performance of its obligations to achieve Financial Close by the Financial Close Deadline.

2. The Principal and the Surety [or Co-Sureties] hereby agree to pay to MassDOT the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days of receipt of a written notice from MassDOT to the Surety [and Co-Sureties] confirming the occurrence of any of the following events:

2.1. Principal in writing withdraws, repudiates or otherwise indicates in writing that it will not achieve Financial Close by the Financial Close Deadline, without MassDOT's consent;

2.2. Financial Close does not occur by the Financial Close Deadline, unless (i) Principal has satisfied the Concessionaire CPs to Commercial Close and the Concessionaire CPs to Financial Close by such deadline or any extension thereto agreed by MassDOT in writing, and (ii) such failure is caused solely by MassDOT's failure to satisfy a condition or deliverable expressly required of MassDOT under the Transition Agreement; or

2.3. An Event of Default occurs and is continuing pursuant to Article 4 of the Transition Agreement.

Principal and Surety agree and acknowledge that such liquidated damages are reasonable in order to compensate MassDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the Transition Agreement to which Principal agreed when entering into such agreement. Principal and Surety further acknowledge that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate Proposals for it, and the unavailability of equal substitutes for the Principal and the Principal's Proposal. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual damages that MassDOT would incur as a result of Principal's failure to satisfy the obligations under the Transition Agreement to which Principal agreed when submitting its Proposal and executed the Transition Agreement, and do not constitute a penalty. Principal and Surety agree to such liquidated damages in order to fix and limit Principal's and Surety's costs and liability and to avoid later disputes over what amounts of damages are properly chargeable to Principal and Surety.

3. The following terms and conditions shall apply with respect to this bond:

3.1. If suit is brought on this bond by MassDOT and judgment is recovered, Principal and Surety [or Co-Sureties] shall pay all costs incurred by MassDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

3.2. The Surety [or Co-Sureties] executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for entering into a Lease that the Principal may grant to MassDOT, notice of which extension(s) to the Surety [or Co-Sureties] being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days after the Financial Close Deadline.

3.3. Correspondence, notices or claims relating to this bond shall be sent to the following representatives:

For the Principal:

[AUTHORIZED REPRESENTATIVE'S NAME]

[TITLE]

[ADDRESS]

[E-MAIL ADDRESS]

For the Surety:

[AUTHORIZED REPRESENTATIVE'S NAME]

[TITLE]

[ADDRESS]

[E-MAIL ADDRESS]

[If there are Co-Sureties, the Co-Sureties agree to empower the above authorized representative with the authority to act on behalf of all of the Co-Sureties with respect to this bond, so that MassDOT will have no obligation to deal with multiple sureties hereunder. The above authorized representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to MassDOT designating a single new authorized representative, signed by all of the Co-Sureties.] Any such notice to MassDOT shall be sent to: Pamela Liaperdos, Massachusetts Department of Transportation, 10 Park Plaza, Boston MA 02116 with copies to Pamela.Liaperdos@dot.state.ma.us; Andrew.Paul@dot.state.ma.us; and SSnyder2@MBTA.com.

3.4. If any provision of this Bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

3.5. Any provision in this Bond which conflicts with Applicable Laws shall be deemed modified to conform to Applicable Laws. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard for conflicts of laws principles, and any action seeking enforcement of the bond will be litigated exclusively in the courts of the Commonwealth of Massachusetts.

SIGNED and SEALED this |__| day of |__|, 2027

|__|

Principal

By: |__|

|__|

Co-Surety

By: |__|

Attorney in Fact

By: |__|

Co-Surety

By: |__|

Attorney in Fact

By: |__|

By: |__|

|__|

Co-Surety

By: |__|

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME	SURETY ADDRESS	INCORPORATED IN
|__|	|__|	|__|

APPENDIX C

FORM OF FINANCIAL CLOSE SECURITY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: ___________________

ISSUER must be an Eligible Security Issuer.

PLACE FOR PRESENTATION OF DRAFT: (Name and Address of Bank/Branch)

APPLICANT: ___________________

BENEFICIARY: Massachusetts Department of Transportation
10 Park Plaza
Boston, Massachusetts 02116

LETTER OF CREDIT NUMBER: ___________________

PLACE AND DATE OF ISSUE: ___________________

AMOUNT: [AMOUNT IN LETTERS AND NUMBERS] ***[Note: multiple letters of credit in lesser amounts may be provided if they equal the required amount in the aggregate.]***

EXPIRATION DATE: |__| ***[Insert date that is not less than 180 days after the Financial Close Deadline.]*** (the "Expiration Date")

The Issuer hereby issues this Irrevocable Standby Letter of Credit ("Letter of Credit") in favor of the Massachusetts Department of Transportation ("Beneficiary"), for any sum or sums up to the aggregate amount of **[**AMOUNT IN LETTERS AND NUMBERS], available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

Identify this Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and

Be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that the person signing the certificate is an authorized signatory of the Beneficiary.

All drafts will be honored if presented to (Bank/Branch - Name & Address) on or before the Expiration Date.

The obligations of Issuer hereunder are primary obligations to Beneficiary and will not be affected by the performance or non-performance by Applicant under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against Applicant. Applicant is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. Issuer will pay to Beneficiary any amount drawn hereunder in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party.

This Letter of Credit shall be canceled on the earlier of (i) the Expiration Date and (ii) the date of receipt by the Issuer of a letter, signed by the Beneficiary, stating that this Letter of Credit may be canceled and accompanied by the original Letter of Credit and any original amendments(s), (if any).

This Letter of Credit is governed by the laws of the Commonwealth of Massachusetts and is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 [ISP].

In the event of any conflict between Massachusetts law and the ISP, Massachusetts law shall prevail. This Letter of Credit shall be deemed to be a contract made under the laws of the Commonwealth of Massachusetts, and the parties expressly agree that the courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to decide any questions arising hereunder.

Any failure by Beneficiary to draw upon this Letter of Credit as permitted hereunder will not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

Issuer:

By: |__|
(Authorized signature of Issuer)

APPENDIX D

FORM OF LENDERS' REMEDIES AGREEMENT

LENDERS' REMEDIES AGREEMENT

for the

LEASE AND CONCESSIONS AGREEMENT FOR WESTERN SERVICE PLAZAS ON THE MASSACHUSETTS STATE HIGHWAY SYSTEM

between

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and

[NAME OF COLLATERAL AGENT]

as COLLATERAL AGENT

and

[NAME OF CONCESSIONAIRE]

Dated [__, 2027]

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LENDERS' REMEDIES AGREEMENT

THIS LENDERS' REMEDIES AGREEMENT (this "**Agreement**") is made and entered into on [________ _____, 20_____], between the Massachusetts Department of Transportation, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to Massachusetts General Laws ("**MassDOT**"), [NAME OF COLLATERAL AGENT], a [TYPE OF ENTITY] organized and existing under the laws of the [JURISDICTION] [and authorized to do business in the Commonwealth of Massachusetts], acting as collateral agent for the Lender(s) (as described below) pursuant to the Financing Documents (as defined in the Lease and Concessions Agreement) (in such capacity, the "**Collateral Agent**"), and [NAME OF CONCESSIONAIRE], a [TYPE OF ENTITY] organized and existing under the laws of [STATE] and authorized to do business in the Commonwealth of Massachusetts (the "**Concessionaire**").

RECITALS

WHEREAS, MassDOT and the Concessionaire have entered into that certain Lease and Concessions Agreement, dated [_________________, 2027], as the same may be amended or modified from time to time (the "**Lease and Concessions Agreement**"), for the design, construction, financing, operation and maintenance of [INSERT NUMBER] Service Plazas on the Massachusetts State Highway System, as more fully described in the Lease and Concessions Agreement (each a "**Service Plaza**" and collectively the "**Service Plazas**"); and,

WHEREAS, MassDOT and the Concessionaire have entered into that certain Transition Agreement, dated [_________________, 2027], as the same may be amended or modified from time to time (the "**Transition Agreement**"), to provide for the orderly transition of management, operations, and maintenance of the Service Plazas from the current operators to the Concessionaire while continuously serving customers until the Lease and Concessions Agreement Commencement Date; and,

WHEREAS, pursuant to the Financing Documents (as defined below), as the same may be modified, replaced or amended from time to time, Lenders (as defined in the Lease and Concessions Agreement) have agreed, subject to the terms and conditions contained therein, to make available to the Concessionaire the Project's Debt (as defined in the Transition Agreement) facility described therein to finance certain costs to be incurred and expenditures to be made by the Concessionaire in connection with the Lease and Concessions Agreement; and,

WHEREAS, the Collateral Agent is the collateral agent for the Lenders of such Project's Debt to the Concessionaire, pursuant to the Security Documents (as defined below), as the same may be modified, replaced or amended from time to time; and

WHEREAS, it is a condition precedent to both Financial Close (as defined in the Transition Agreement) and to closing and funding of the Project's Debt under the Financing Documents (as defined in the Lease and Concessions Agreement) that the parties hereto execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement shall have the respective meanings given to such terms in the Lease and Concessions Agreement or Transition Agreement as applicable, and:

"**Agreement**" means this agreement including any recitals, schedules and appendices to this agreement, as amended, supplemented or restated from time to time.

"**Antecedent Liabilities**" means, as at any time:

(1) All amounts due and payable by the Concessionaire to MassDOT under the Lease and Concessions Agreement at such time; and

(2) All obligations which should have, but have not, been performed and outstanding liabilities of the Concessionaire under the Lease and Concessions Agreement at such time.

"**Appointed Representative**" means the Lenders' Representative identified in a Step-in Notice.

"**Bankruptcy Officer**" means any trustee, receiver, liquidator, sequestrator, administrator or other custodian in connection with the bankruptcy of the Concessionaire or any of its assets.

"**Bankruptcy Proceeding**" means:

(1) Any:

(a) Formal step (including petition, proposal, application, convening of a meeting or other proceeding) taken with a view to or for the purpose of considering;

(b) Appointment of a Bankruptcy Officer in connection with;

(c) Order or resolution passed in connection with; or

(d) Formal agreement reached regarding,

A dissolution, bankruptcy, receivership, winding-up, liquidation, administration or other similar proceedings or any other proceeding seeking a stay of proceedings, reorganization, debt arrangement, compromise of the claims of creditors or any distribution of assets in respect of the

Concessionaire (whether voluntary or involuntary) made or commenced by any party under any Bankruptcy Law; or

(2) Any distress, attachment, sequestration or execution or other similar process affecting any of the assets of the Concessionaire or any other similar process or event occurring in relation to the Concessionaire's assets in any other jurisdiction.

"**Collateral Agent's Cure Notice**" has the meaning specified in Section 3.11.

"**Collateral Agent's Cure Period**" has the meaning specified in Section 3.11.

"**Collateral Agent's Indicative Notice**" means either a Collateral Agent's Indicative Step-in Notice or a Collateral Agent's Indicative Transfer Notice given in accordance with Section 3.5.

"**Collateral Agent's Indicative Step-in Notice**" has the meaning specified in Section 3.5.

"**Collateral Agent's Indicative Transfer Notice**" has the meaning specified in Section 3.5.

"**Collateral Agent's Withdrawal Notice**" has the meaning specified in Section 3.6.

"**Debt Discharge Date**" means the date on which all amounts due and owing to the Lenders under the Financing Documents have been fully and irrevocably paid or discharged (whether or not as a result of enforcement) and the Lenders are under no further obligation to advance under the relevant Financing Documents.

"**Financing Document Event of Default**" means an event of default as defined in the Financing Documents.

"**Financing Documents**" means the documents identified as such in Attachment 2 to this Agreement.

"**Indicative Notice Period**" means the period commencing on the date of receipt by MassDOT of a Collateral Agent's Indicative Notice and ending on the earlier of:

(1) The Step-in Date;

(2) The Substitution Effective Date;

(3) The date of receipt by MassDOT of a Collateral Agent's Withdrawal Notice; or

(4) (a) if received prior to the completion of all Redevelopment Work, 180 days following the date of receipt by MassDOT of the Collateral Agent's Indicative Notice and (b) if received after the completion of all Redevelopment Work, 90 days following the date of receipt by MassDOT of the Collateral Agent's Indicative Notice.

"**Lenders' Representative**" means:

(1) The Collateral Agent;

(2) A receiver of the Concessionaire appointed under or in connection with the Financing Documents; or

(3) Any other person approved by MassDOT (such approval not to be unreasonably withheld, conditioned or delayed).

"**Liability Report**" has the meaning specified in Section 3.7.

"**MassDOT's Event Notice**" means a written notice given by MassDOT to the Collateral Agent under Section 3.1.

"**MassDOT's Termination Notice**" means a written notice given by MassDOT to the Collateral Agent under Section 3.2.

"**Material Antecedent Liabilities**" means Antecedent Liabilities that are:

(1) Financial liabilities; or

(2) Non-financial liabilities, the breach of which results in an Event of Default by the Concessionaire under the Lease and Concessions Agreement and triggers any remedy of MassDOT under the Lease and Concessions Agreement.

"**Notice Period**" means any:

(1) Collateral Agent's Cure Period;

(2) Indicative Notice Period; and

(3) Termination Notice Period.

"**Project Documents**" means, collectively the Lease and Concessions Agreement and any other agreement (other than this Agreement) entered into from time to time by MassDOT and the Concessionaire (with or without other parties) in connection with the Project; and "Project Document" means any one of the foregoing.

"**Reported Antecedent Liabilities**" means the Antecedent Liabilities identified in the Liability Report.

"**Restricted Action**" means the exercise of any right to:

(1) Cancel, terminate, step-in, novate, expropriate, condemn, or take any other action that may result in MassDOT having a right to take any such action pursuant to the Lease and Concessions Agreement;

(2) Cancel, step-in, novate or otherwise assume (whether directly or through a substitute entity) the benefit or burden of the Concessionaire's rights against, or obligations to, the Project Contractors;

(3) Make any claim or take any action or enforce any rights under or in connection with any collateral agreement or security agreement entered into by MassDOT, any Project Contractor or the Concessionaire;

(4) Suspend MassDOT's performance (including in connection with any insolvency, bankruptcy or similar proceeding in relation to the Concessionaire) under the Lease and Concessions Agreement, unless the applicable Notice Period shall expire without cure of the Event of Default by the Concessionaire under the Lease and Concessions Agreement to which it relates or the grounds for suspension of performance are failure by the Collateral Agent or Authorized Representative to perform the Concessionaire's obligations under the Lease and Concessions Agreement (other than the Event of Default by the Concessionaire under the Lease and Concessions Agreement to which such Notice Period relates and subject to the terms and conditions of the Lease and Concessions Agreement), or unless the Lease and Concessions Agreement has been rejected; or

(5) Issue any notice to the Concessionaire regarding any of the actions in (1) to (4) above;

Provided that, the term "Restricted Action" does not include the exercise by MassDOT of its right to suspend, delay or interrupt Construction Work under Sections 5.9 and 5.10 of the Lease and Concessions Agreement and also does not include the exercise by MassDOT of its step-in rights under Section 20.7 of the Lease and Concessions Agreement for circumstances other than the occurrence of any Event of Default by the Concessionaire under the Lease and Concessions Agreement.

"**Security Documents**" means the documents identified as such in the Transition Agreement and executed in connection with the Financial Close and any Leasehold Mortgage, together with any other documents designated as such by the Parties in accordance with the terms and conditions of the Lease and Concessions Agreement and the Transition Agreement.

"**Step-in Date**" has the meaning specified in Section 4.2(C).

"**Step-in Notice**" means a written notice given by the Collateral Agent to MassDOT pursuant to Section 4.1.

"**Step-in Period**" means, subject to Section 4.3, the period from the Step-in Date up to and including the earliest of the:

(1) Step-out Date;

(2) Date of any transfer under Article 6;

(3) Date of any termination under Section 4.5; and

(4) Expiration Date.

"**Step-out Date**" means the date that is 20 Business Days after the date of receipt by MassDOT of a Step-out Notice.

"**Step-out Notice**" means a written notice from the Collateral Agent or Appointed Representative to MassDOT pursuant to Section 5.1.

"**Substitute Accession Agreement**" means the agreement to be entered into by a Suitable Substitute Concessionaire pursuant to Section 6.3.

"**Substitution Effective Date**" has the meaning specified in Section 6.3.

"**Suitable Substitute Concessionaire**" means a person that is not a Prohibited Person and that is approved by MassDOT (such approval not to be withheld, conditioned or delayed if the conditions set forth herein are satisfied) as:

(1) Having the legal capacity, power and authority to become a party to and perform the obligations of the Concessionaire under the Lease and Concessions Agreement; and

(2) Employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including applicable committed financial resources and subcontracts) which are sufficient to enable it to perform the obligations of the Concessionaire under the Lease and Concessions Agreement.

"**Termination Notice Period**" means the period beginning on the date of receipt by the Collateral Agent of a MassDOT's Termination Notice and ending on the earlier of the:

(1) Step-in Date;

(2) Substitution Effective Date;

(3) Date of receipt by the Collateral Agent of a written revocation of a MassDOT's Termination Notice from MassDOT; and

(4) Proposed Termination Date (subject to the minimum notice requirements under Section 3.2(1)) set forth in MassDOT's Termination Notice.

"**Transferred Obligations**" has the meaning specified in Section 6.4(B)(1).

SECTION 1.2. INTERPRETATION.

This Agreement shall be interpreted according to the following provisions, except to the extent that the context or the express provisions of this Agreement otherwise require.

(1) Plurality. Words importing the singular number mean and include the plural number and vice versa.

(2) Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships,

limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

(3) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(4) References Hereto. The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Agreement.

(5) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to local time in Boston, Massachusetts.

(6) References to Business Days. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(7) References to Including. The words “include,” “includes,” and “including” are to be construed as meaning “include without limitation,” “includes without limitation,” and “including without limitation,” respectively.

(8) References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, orders, codes of practice or instruments made under the relevant statute.

(9) References to Governmental Authorities. Each reference to a Governmental Authority is deemed to include a reference to any successor to such Governmental Authority or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Authority.

(10) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, standard, principle or other instrument) a reference to that agreement, document, standard, principle or instrument as amended, amended and restated, supplemented, substituted, refinanced, replaced, novated or assigned.

(11) Party Bearing Cost of Performance. All obligations or responsibilities undertaken by each party hereto shall be performed at the cost of the party undertaking the obligation or responsibility, unless the other party has expressly agreed herein to bear all or a portion of the cost, either directly or by reimbursement to the other party.

(12) References to Promptly. The word “promptly” is to be construed as meaning as soon as reasonably practicable in light of then-prevailing circumstances.

(13) References to All Reasonable Efforts. The expression "all reasonable efforts" and expressions of like import, when used in connection with an obligation of the Lenders, the Collateral Agent or any other Lenders' Representative, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each party's obligations hereunder to mitigate delays and additional costs to the other party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person's own benefit.

(14) Entire Agreement. Except to the extent otherwise expressly provided in this Agreement, this Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with respect to such subject matter.

(15) Counterparts and Delivery by Electronic Mail. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement. Any party may deliver an executed copy of this Agreement by electronic mail and such counterpart shall be deemed effective upon receipt, but that party will promptly deliver via mail or courier to the other parties an originally executed copy of this Agreement.

(16) Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the Commonwealth of Massachusetts.

(17) Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

(18) Drafting Responsibility. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

(19) Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with generally accepted accounting principles, consistently applied, in the United States.

(20) Consents. Any consent required to be given under this Agreement must be in writing.

(21) No Effect on Lease and Concessions Agreement or Transition Agreement. Nothing in this Agreement amends or modifies any obligations of the Concessionaire to MassDOT under the Lease and Concessions Agreement or Transition Agreement.

ARTICLE 2

CONSENT TO SECURITY

SECTION 2.1. CONSENT. Notwithstanding anything to the contrary in the Lease and Concessions Agreement, MassDOT acknowledges notice of, and consents to, the collateral assignment of and security interest granted by the Concessionaire in favor of the Collateral Agent, for the benefit of the Lenders, under the Financing Documents over:

(1) The Concessionaire's rights, title and interests in, to or under or derived from, the Lease and Concessions Agreement and all other Project Documents;

(2) The Concessionaire's rights, title and interests in, to or under or derived from, the Project Contracts;

(3) The Concessionaire's interest in any warranties, guarantees, letters of credit and other performance or payment security granted under any Project Contracts or Subcontracts;

(4) The Concessionaire's assets, including any cash, securities, investments or balances in any Concessionaire bank accounts except, for the avoidance of doubt, the Renewal and Replacement Reserve Account and the Surrender Reserve Account;

(5) The Concessionaire's rights to insurance proceeds and insurance receivables, subject to Section 16.3 of the Lease and Concessions Agreement;

(6) Any equity interests in the Concessionaire; and

(7) Any other collateral set forth in the Financing Documents.

ARTICLE 3

NOTICES

SECTION 3.1. MASSDOT'S EVENT NOTICE.

(A) Issuance of MassDOT's Event Notice. MassDOT shall provide the Collateral Agent written notice (a "**MassDOT's Event Notice**") promptly upon becoming aware of any of the following:

(1) The occurrence of an Event of Default by the Concessionaire under the Lease and Concessions Agreement;

(2) The occurrence of any event giving rise to any right to take any MassDOT Step-In Action pursuant to Section 20.7 of the Lease and Concessions Agreement; or

(3) The occurrence of any event giving rise to MassDOT's right to suspend its performance (including in connection with any insolvency or Bankruptcy Proceeding in relation to the Concessionaire) under the Project Documents.

A MassDOT's Event Notice shall contain a summary of the facts relating to the relevant event. MassDOT will not be imputed with knowledge of any such occurrence unless such occurrence is within the actual knowledge of its executive staff.

(B) <u>MassDOT Updates</u>. Upon the Collateral Agent's request (made no more frequently than monthly), MassDOT shall update the statements and information in its MassDOT's Event Notice.

(C) <u>Multiple MassDOT's Event Notices</u>. Nothing in this Agreement shall prevent the concurrent running of multiple MassDOT's Event Notices.

SECTION 3.2. <u>MASSDOT'S TERMINATION NOTICE</u>. MassDOT shall not terminate or deliver any notice terminating the Lease and Concessions Agreement in respect of an Event of Default by the Concessionaire pursuant to Section 21.2 of the Lease and Concessions Agreement or take any Restricted Action without giving to the Collateral Agent written notice (an "**MassDOT's Termination Notice**") stating:

(1) The proposed Restricted Action or Termination Date, which Termination Date shall not be sooner than (a) if received prior to the completion of all Redevelopment Work, 180 days after the date of receipt by the Collateral Agent of MassDOT's Termination Notice and (b) if received after the completion of all Redevelopment Work, 90 days after the date of receipt by the Collateral Agent of MassDOT's Termination Notice; and

(2) The grounds for termination or the taking of a Restricted Action in reasonable detail, including:

(a) The nature of any Event of Default by the Concessionaire under the Lease and Concessions Agreement and related unperformed obligations and uncured breaches by the Concessionaire forming the basis of such notice and the resulting grounds for termination of the Lease and Concessions Agreement or the taking of a Restricted Action;

(b) The nature and amount of all sums due and payable by the Concessionaire to MassDOT under the Lease and Concessions Agreement, if any, on or before the date of MassDOT's Termination Notice and which remain unpaid at such date; and

(c) A reasonably estimated amount of any payments that MassDOT reasonably foresees will become due from the Concessionaire to MassDOT under the Lease and Concessions Agreement during the applicable Notice Period.

SECTION 3.3. MASSDOT'S NON-DEFAULT EVENT NOTICE. MassDOT shall provide the Collateral Agent written notice promptly upon issuing to the Concessionaire any notice regarding an event giving rise to a termination of the Lease and Concessions Agreement as referred to Article 21 of the Lease and Concessions Agreement.

SECTION 3.4. COLLATERAL AGENT'S NOTICE OF FINANCING DOCUMENT EVENT OF DEFAULT. Concurrently with delivery by it to the Concessionaire of any notice of a Financing Document Event of Default, the Collateral Agent shall provide a copy of such notice to MassDOT. The Collateral Agent may, in addition to providing a copy of such notice, at any time during which such Financing Document Event of Default is continuing, provide MassDOT a written:

(1) Step-in Notice nominating an Appointed Representative to step-in in accordance with Section 4.1; or

(2) Notice that the Collateral Agent is taking action to cause the transfer of the Concessionaire's rights, obligations and liabilities under the Lease and Concessions Agreement, and all of the Concessionaire's right, title and interest in any Project Contract to a Suitable Substitute Concessionaire in accordance with Article 6.

Without limiting any rights of MassDOT under this Agreement or the Lease and Concessions Agreement, the Collateral Agent, Appointed Representative and Suitable Substitute Concessionaire shall have the rights set forth in Article 4 upon receipt by MassDOT of the Step-in Notice provided by the Collateral Agent pursuant to clause (1) of this Section 3.4 and shall have the rights set forth in Article 6 upon receipt by MassDOT of the notice provided by the Collateral Agent pursuant to clause (2) of this Section 3.4. There will be not more than one Step-in Period following receipt by MassDOT of any one Step-in Notice provided by the Collateral Agent pursuant to clause (1) of this Section 3.4.

SECTION 3.5. COLLATERAL AGENT'S INDICATIVE NOTICE. Without prejudice to the Collateral Agent's rights under the Financing Documents, upon the occurrence of an Event of Default by the Concessionaire under the Lease and Concessions Agreement or during the applicable Notice Period following the receipt by the Collateral Agent of a MassDOT's Event Notice or a MassDOT's Termination Notice, and where relevant to an Event of Default by the Concessionaire under the Lease and Concessions Agreement, the Collateral Agent may give written notice to MassDOT of its intention to nominate an Appointed Representative or a Suitable Substitute Concessionaire, that is not a Prohibited Person, to step-in in accordance with Article 4 (a "**Collateral Agent's Indicative Step-in Notice**") or to effect a transfer in accordance with Article 6 (a "**Collateral Agent's Indicative Transfer Notice**").

SECTION 3.6. COLLATERAL AGENT'S WITHDRAWAL NOTICE. If at any time after the giving of a Collateral Agent's Indicative Notice or after the receipt by the Collateral Agent of a MassDOT's Event Notice or a MassDOT's Termination Notice, the Collateral Agent has determined that it is not, or is no longer, considering designating an Appointed Representative or effecting a transfer of the Concessionaire's rights, obligations and liabilities under the Lease and Concessions Agreement to a Suitable Substitute Concessionaire in accordance with this Agreement, the Collateral Agent shall give written notice (a "**Collateral Agent's Withdrawal Notice**") to MassDOT, and thereafter the provisions of this Agreement shall not be applicable with respect to the event that led to such Collateral Agent's Indicative Notice, MassDOT's Event Notice or MassDOT's Termination Notice and MassDOT shall be at liberty to take any and all action available to it under the Lease and Concessions Agreement and other Project Documents.

SECTION 3.7. NOTICE OF ANTECEDENT LIABILITIES. Unless a Collateral Agent's Withdrawal Notice has been received by MassDOT, not later than 30 days after the date of receipt by the Collateral Agent of a MassDOT's Termination Notice or the date of receipt by MassDOT of a Collateral Agent's Indicative Notice, as the case may be, MassDOT shall deliver to the Collateral Agent a written notice (the "**Liability Report**") containing details of any:

(1) Material Antecedent Liabilities accrued and outstanding as of the date of receipt by the Collateral Agent of MassDOT's Termination Notice or the date of receipt by MassDOT of the Collateral Agent's Indicative Notice, as the case may be; and

(2) Financial liabilities of which MassDOT is aware (after reasonable inquiry) that will fall due under the Lease and Concessions Agreement on or after the date of receipt by the Collateral Agent of MassDOT's Termination Notice or the date of receipt by MassDOT of the Collateral Agent's Indicative Notice, as the case may be, on or prior to:

(a) In the case of a MassDOT's Termination Notice, the proposed Termination Date set forth in that notice; and

(b) In the case of a Collateral Agent's Indicative Notice, 180 days after receipt by MassDOT of the Collateral Agent's Indicative Notice.

SECTION 3.8. SUBSEQUENT MASSDOT NOTICE OF LIABILITIES. After the delivery by MassDOT to the Collateral Agent of the Liability Report, unless a Collateral Agent's Withdrawal Notice has been received by MassDOT, upon the Collateral Agent's request (made no more frequently than monthly), MassDOT shall update the Collateral Agent in writing of any additional Material Antecedent Liabilities, of which MassDOT becomes aware, arising on or after the date of receipt by the Collateral Agent of MassDOT's Termination Notice or the date of receipt by MassDOT of the Collateral Agent's Indicative Notice, as the case may be, and prior to the end of the Termination Notice Period or the Indicative Notice Period, as the case may be.

SECTION 3.9. NO RIGHT TO TERMINATE OR TAKE RESTRICTED ACTION. Except as otherwise set forth in Section 3.10, during any Notice Period, MassDOT shall not terminate or deliver any notice terminating the Lease and Concessions Agreement in respect of an Event of Default by the Concessionaire under the Lease and Concessions Agreement or take any Restricted Action; provided, however, that during any Notice Period, MassDOT shall be entitled to require the Concessionaire to remedy any Event of Default by the Concessionaire under the Lease and Concessions Agreement and shall be entitled to exercise all rights under the Lease and

Concessions Agreement other than terminating the Lease and Concessions Agreement or taking any Restricted Action.

SECTION 3.10. MASSDOT'S STEP-IN RIGHTS.

(A) MassDOT Step-in Rights Generally. In the case of the occurrence of any Event of Default by the Concessionaire under the Lease and Concessions Agreement, MassDOT's rights under Section 20.7 of the Lease and Concessions Agreement shall be subject to the Collateral Agent's rights to cure and step-in under this Agreement; provided that the Collateral Agent (or the Appointed Representative acting on behalf of the Collateral Agent):

(1) Delivers to MassDOT a Collateral Agent's Cure Notice or a Step-in Notice and commences the good faith, diligent exercise of such cure or step-in rights during the Collateral Agent's Cure Period or the Step-in Period, as applicable; and

(2) Thereafter continues such good faith, diligent, exercise of cure efforts until the Event of Default by the Concessionaire under the Lease and Concessions Agreement is fully and completely cured.

MassDOT shall be entitled to exercise its rights under Section 20.7 of the Lease and Concessions Agreement, in the case of the occurrence of any Event of Default by the Concessionaire under the Lease and Concessions Agreement, at any time during which the obligations of the Collateral Agent set forth in clauses (1) and (2) of this Section 3.10(A) are not satisfied by the Collateral Agent or the Appointed Representative, and the exercise of such rights by MassDOT shall not constitute a Restricted Action hereunder.

(B) Payment and Performance Security. If MassDOT is an additional obligee under a performance bond or payment bond, or is a transferee beneficiary under any letter of credit, or is a guaranteed party, as applicable, against any bond, letter of credit or guaranty against or under which the Collateral Agent (or Appointed Representative) is actively pursuing remedies, MassDOT shall forbear from exercising remedies against any such security instrument, in each case, only so long as:

(1) The Collateral Agent as provided herein commences the good faith, diligent, exercise of remedies pursuant to the terms, and subject to the conditions, hereunder; and

(2) The Collateral Agent thereafter continues such good faith, diligent, exercise of cure efforts until the Event of Default by the Concessionaire under the Lease and Concessions Agreement is cured or the expiration of any applicable cure period,

provided that MassDOT's entitlement to exercise such remedies shall be subject to compliance by MassDOT with its obligations under this Agreement.

The foregoing obligation of MassDOT to forbear shall not apply, however, where access to a bond, letter of credit, guaranty or other payment or performance security is to satisfy damages owing to MassDOT, in which case MassDOT shall be entitled to make demand, draw, enforce and collect regardless of whether the Event of Default by the Concessionaire under the Lease and Concessions Agreement is subsequently cured.

SECTION 3.11. COLLATERAL AGENT'S RIGHT TO CURE A CONCESSIONAIRE BREACH OR DEFAULT WITHOUT STEP-IN OR TRANSFER.

(A) Collateral Agent's Cure Period. The Collateral Agent shall have the right to take such actions as may be necessary, in the Collateral Agent's sole discretion, to cure or remedy an Event of Default by the Concessionaire under the Lease and Concessions Agreement prior to any Step-in Period and without the necessity of issuing a Collateral Agent's Indicative Notice. Prior to exercising any such right, the Collateral Agent shall deliver a written notice thereof to MassDOT (a "**Collateral Agent's Cure Notice**"). The Collateral Agent may exercise such rights for a period (the "**Collateral Agent's Cure Period**") commencing on the earlier of the date of receipt by the Collateral Agent of a MassDOT's Event Notice and the date of receipt by MassDOT of a Collateral Agent's Cure Notice and (subject to extension pursuant to Section 3.11(C)) ending on the earlier of:

(1) The Step-in Date;

(2) The Substitution Effective Date;

(3) The date of receipt by MassDOT of a Collateral Agent's Withdrawal Notice; or

(4) (a) if commencing prior to the completion of all Redevelopment Work, 120 days following the date of commencement of the Collateral Agent's Cure Period and (b) if commencing after the completion of all Redevelopment Work, 60 days following the date of commencement of the Collateral Agent's Cure Period.

(B) Effect of Collateral Agent Cure or Remedy. To the extent that any Event of Default by the Concessionaire under the Lease and Concessions Agreement is cured or remedied by or on behalf of the Collateral Agent in accordance with this Section 3.11, such cure or remedy shall discharge the liabilities and obligations of the Concessionaire to MassDOT that are attributable to the Event of Default by the Concessionaire under the Lease and Concessions Agreement, but does not in any way affect any of the liabilities or obligations owed as between the Concessionaire and the Lenders, including in respect of such cure or remedy. Except as otherwise provided in the immediately succeeding sentence, no cure or remedy by or on behalf of the Collateral Agent in accordance with this Section 3.11 shall be deemed or construed to be an assumption by the Collateral Agent of any other covenants, agreements, or obligations of the Concessionaire under the Lease and Concessions Agreement. Any acts by the Collateral Agent in the exercise of its right under this Section 3.11, however, shall be deemed to be acts of the Concessionaire for the purposes of the Lease and Concessions Agreement, including the indemnity provisions thereof.

(C) Extension of Collateral Agent's Cure Period. To the extent that the Collateral Agent is prohibited by any court order, bankruptcy or insolvency proceedings from:

(1) Remedying the Event of Default by the Concessionaire under the Lease and Concessions Agreement that is the subject of a MassDOT's Event Notice or MassDOT's Termination Notice; or

(2) Commencing or prosecuting foreclosure proceedings,

the Collateral Agent's Cure Period shall be extended by a period of time equal to the period of such prohibition. However, if the relevant proceedings or other similar proceedings were commenced by the Collateral Agent acting on behalf of the Lenders, such extension shall instead be the shorter of the period of: (a) such prohibition; or (b) 90 days.

ARTICLE 4

STEP-IN

SECTION 4.1. COLLATERAL AGENT'S STEP-IN NOTICE. Subject to Section 4.3, and without prejudice to the Collateral Agent's rights under the Security Documents, the Collateral Agent may give MassDOT a written notice (a "**Step-in Notice**") at any time during an Indicative Notice Period or a Termination Notice Period, as the case may be, proposing an Appointed Representative that is not a Prohibited Person. In the Step-in Notice, the Collateral Agent shall:

(1) State that it intends to exercise its step-in rights under this Agreement; and

(2) Identify the proposed Appointed Representative.

SECTION 4.2. STEP-IN APPROVAL AND STEP-IN DATE.

(A) Approval of Appointed Representative. Except as otherwise provided in Section 4.2(B), MassDOT shall have the right to approve a proposed Appointed Representative; provided that, MassDOT shall not be entitled to withhold its approval of any proposed Appointed Representative that is the subject of a Step-in Notice unless:

(1) The proposed Appointed Representative is a Prohibited Person;

(2) The proposed Appointed Representative is prohibited by statute, law or regulation from performing hereunder or under the Lease and Concessions Agreement; or

(3) MassDOT would have a right to terminate the Lease and Concessions Agreement pursuant to Section 4.5(1) or Section 4.5(2) on the Step-in Date.

(B) Deemed Approval of Appointed Representative. Subject to and without limiting the restrictions described in subsections 4.2(A)(1) through 4.2(A)(3) giving MassDOT the right to withhold its approval of a proposed Appointed Representative, MassDOT shall be deemed to have approved any proposed Appointed Representative that is the subject of a Step-in Notice:

(1) In the case of any entity that is the Collateral Agent, a Lender or any of their respective Affiliates, on the date on which MassDOT received the relevant Step-in Notice;

(2) In the case of any entity that has previously been approved by MassDOT as a Suitable Substitute Concessionaire in accordance with Section 6.2 and such approval has not been withdrawn, on the date on which MassDOT received the relevant Step-in Notice; and

(3) In all other cases, the 30th Business Day after the date on which MassDOT receives the relevant Step-in Notice if MassDOT has not responded to such notice within such period of time.

(C) Step-in Date. On and from the date of the approval or deemed approval of the proposed Appointed Representative that is the subject of a Step-in Notice pursuant to this Section 4.2 (the "**Step-in Date**"), the Appointed Representative named in the Step-in Notice shall be deemed to become a party to the Lease and Concessions Agreement and this Agreement for all purposes during the Step-in Period.

SECTION 4.3. ONE STEP-IN PERIOD. There will be not more than one Step-in Period following any one Collateral Agent's Indicative Notice or MassDOT's Termination Notice.

SECTION 4.4. APPOINTED REPRESENTATIVE RIGHTS. During the Step-in Period, the Appointed Representative shall be:

(1) Entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to the Concessionaire (including any rights to cure a Concessionaire breach) under the Lease and Concessions Agreement and this Agreement;

(2) Entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to an Appointed Representative under this Agreement; and

(3) Jointly and severally liable with the Concessionaire for the payment of all sums due from the Concessionaire under or arising out of the Lease and Concessions Agreement at the Step-in Date and for the performance of all of the Concessionaire's obligations under or arising out of the Lease and Concessions Agreement during the Step-in Period.

The Concessionaire shall not be relieved from any of its obligations under the Lease and Concessions Agreement, whether arising before or after the Step-in Date, by reason of the Appointed Representative becoming a party to the Lease and Concessions Agreement. MassDOT, Collateral Agent and Concessionaire further agree that:

(1) The performance by MassDOT in favor of either the Appointed Representative or the Concessionaire shall be a good and effective discharge of MassDOT's obligations under this Agreement and the Lease and Concessions Agreement;

(2) MassDOT's receipt of complete, conforming and compliant performance in accordance with the Project Documents from either the Appointed Representative or the Concessionaire during the Step-in Period shall be a good and effective discharge of the Concessionaire's corresponding obligations under the Lease and Concessions Agreement;

(3) The Collateral Agent shall be entitled at any time by notice in writing to MassDOT to direct (such direction being binding on the Collateral Agent, MassDOT and the Concessionaire) that, at all times thereafter while such Appointed Representative is deemed to be a party to the Lease and Concessions Agreement and this Agreement and subject to any further notice from the Collateral Agent, in respect of the rights of the

Concessionaire under the Lease and Concessions Agreement and of the Collateral Agent under this Agreement, the Appointed Representative shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payment or otherwise to deal with MassDOT in the place of the Concessionaire under the Lease and Concessions Agreement and this Agreement, and MassDOT shall be entitled to conclusively rely on any such decisions, directions, approvals or consents, to make payments to the Appointed Representative, or otherwise deal with the Appointed Representative in place of the Concessionaire, without any duty whatsoever to ascertain or investigate the validity thereof, and any such decisions, directions, approvals or consents or any such payments made, shall be as binding on the Concessionaire as if made or given by or to the Concessionaire itself; and

(4) The Concessionaire shall not be relieved from any of its obligations under the Lease and Concessions Agreement, whether arising before or after the Step-in Date, by reason of the Appointed Representative exercising the rights provided herein.

SECTION 4.5. MASSDOT RIGHT TO TERMINATE OR TAKE RESTRICTED ACTION. MassDOT shall not terminate the Lease and Concessions Agreement, in whole or in part, or take any Restricted Action during the Step-in Period except as set forth in Section 3.10 and this Section 4.5. MassDOT shall be entitled to terminate the Lease and Concessions Agreement or take any Restricted Action during the Step-in Period by written notice to the Concessionaire, the Collateral Agent and the Appointed Representative:

(1) If the Material Antecedent Liabilities that are financial liabilities owed by the Concessionaire to MassDOT (a) have not been paid to MassDOT or guaranteed to MassDOT's reasonable satisfaction on or before the Step-in Date, or (b) have not been paid or guaranteed to MassDOT's reasonable satisfaction by the due date if the due date for payment of the Material Antecedent Liabilities is after the Step-in Date;

(2) If amounts owed to MassDOT, of which MassDOT was not aware (having made reasonable inquiry) at the time of the Liability Report, subsequently become payable and are not discharged or sufficiently guaranteed to MassDOT's reasonable satisfaction by:

(a) The Step-in Date, if written notice of such liability is received by the Collateral Agent at least 20 Business Days prior to the Step-in Date;

(b) 20 Business Days after the Step-in Date, if written notice of such liability is received by the Collateral Agent within 20 Business Days before the Step-in Date and such liability is material (as stated by MassDOT, acting reasonably, when it gives such notice or by the Collateral Agent, acting reasonably, by notice to MassDOT within five Business Days of receipt of the notice from MassDOT); or

(c) Otherwise, 20 Business Days after receipt by the Collateral Agent of the written notice;

(3) On grounds arising after the Step-in Date in accordance with the terms of the Lease and Concessions Agreement;

(4) On grounds arising prior to the Step-in Date (whether or not continuing at the Step-in Date) in accordance with the terms of the Lease and Concessions Agreement but only if the Appointed Representative is not using all reasonable efforts to remedy the relevant Material Antecedent Liabilities which are non-financial liabilities (including, if necessary to effect any such remedy, diligent efforts to obtain possession or control of the Project); or

(5) On grounds arising prior to or after the Step-in Date and if the relevant Reported Antecedent Liabilities have not been remedied on or before the date that is:

(a) If prior to the completion of all Redevelopment Work, 180 days after the expiration of the applicable cure period set forth in the Lease and Concessions Agreement or the expiration of such other period specified in any remedial program agreed upon by the parties hereto; and

(b) If after the completion of all Redevelopment Work, 90 days after the expiration of the applicable cure period set forth in the Lease and Concessions Agreement or the expiration of such other period specified in any remedial program agreed upon by the parties hereto.

SECTION 4.6. USE OF RENEWAL AND REPLACEMENT RESERVE ACCOUNT AND SURRENDER RESERVE. MassDOT acknowledges and agrees that, during any Step-in Period, the Collateral Agent or the Appointed Representative, as the case may be, shall be entitled to exercise and enjoy the rights and powers granted to the Concessionaire under the Lease and Concessions Agreement or this Agreement (1) to use the Renewal and Replacement Reserve Account to pay for Renewal Account Expenditures and (2) to use the Surrender Reserve to satisfy the Surrender Requirements.

ARTICLE 5

STEP-OUT

SECTION 5.1. STEP-OUT NOTICE. The Collateral Agent or the Appointed Representative may, at any time during the Step-in Period, deliver to MassDOT a written notice stating that it intends to discontinue the exercise of its step-in rights under this Agreement ("**Step-out Notice**").

SECTION 5.2. EXPIRATION OF STEP-IN PERIOD. Upon the expiration of the Step-in Period:

(1) The rights of MassDOT against the Appointed Representative and the rights of the Appointed Representative against MassDOT shall be cancelled; and

(2) MassDOT shall deal with the Concessionaire in connection with the Lease and Concessions Agreement.

Nothing in this Section 5.2 shall have the effect of releasing the Appointed Representative from any liability that relates to the performance or non-performance of the Lease and Concessions

Agreement or this Agreement by the Concessionaire or the Appointed Representative during the Step-in Period.

SECTION 5.3. CONCESSIONAIRE REMAINS BOUND. Subject to Section 6.4, the Concessionaire shall continue to be bound by the terms of the Lease and Concessions Agreement notwithstanding the occurrence of a Collateral Agent's Cure Notice, a Collateral Agent's Indicative Notice, a Step-in Notice, a Step-in Period, a Step-out Notice, a Step-out Date, any action by the Collateral Agent, Appointed Representative or the Lenders or any provision of this Agreement, and for greater certainty the Concessionaire shall be liable for any and all obligations and liabilities arising under the Lease and Concessions Agreement prior to the expiration of the Step-in Period from actions or inactions of the Collateral Agent, the Appointed Representative or the Lenders. The Concessionaire shall remain liable for any unpaid amounts due and payable to MassDOT by the Concessionaire under the Lease and Concessions Agreement.

ARTICLE 6

REPLACEMENT OF THE CONCESSIONAIRE

SECTION 6.1. CONCESSIONAIRE TRANSFER NOTICE. Subject to Section 6.4, at any time:

(1) Upon the occurrence of an Event of Default by the Concessionaire under the Lease and Concessions Agreement, and where relevant to such an Event of Default during the continuance of an Event of Default; or

(2) During the Step-in Period,

The Collateral Agent may, after 30 Business Days' written notice detailing the action to MassDOT and any Appointed Representative, take any action available to it to cause the transfer of the Concessionaire's rights and liabilities under the Lease and Concessions Agreement, and all of the Concessionaire's right, title and interest in any Project Contract to a Suitable Substitute Concessionaire.

SECTION 6.2. MASSDOT CONSENT.

(A) MassDOT Notification. MassDOT shall notify the Collateral Agent in writing as to whether any person to whom the Collateral Agent proposes to transfer the Concessionaire's rights and liabilities under the Lease and Concessions Agreement is a Suitable Substitute Concessionaire, not later than 20 Business Days after the date of receipt from the Collateral Agent of all information reasonably required by MassDOT to decide whether the proposed transferee is a Suitable Substitute Concessionaire. In the event MassDOT does not approve such person, such notice shall set forth in reasonable detail the reasons for withholding approval.

(B) Withholding of Consent by MassDOT. MassDOT shall only be entitled to withhold its approval of a proposed Suitable Substitute Concessionaire if:

(1) The proposed Suitable Substitute Concessionaire is a Prohibited Person;

(2) The proposed Suitable Substitute Concessionaire has insufficient financial resources available to it to perform the obligations of the Concessionaire under the Lease and Concessions Agreement and to assume all Transferred Obligations to be assumed by the Suitable Substitute Concessionaire;

(3) The experience, background or reputation of the proposed Suitable Substitute Concessionaire and key individuals in performing services of a similar nature is not sufficient to meet the Concessionaire's obligations under the Lease and Concessions Agreement;

(4) The transfer to the proposed Suitable Substitute Concessionaire could have a material and adverse effect on MassDOT or the Project; or

(5) Subject to Section 6.4(A), there are unremedied breaches under the Lease and Concessions Agreement that either;

(a) have not, to the reasonable satisfaction of MassDOT, been remedied prior to the 20th day after the date on which MassDOT receives the information required pursuant to Section 6.2(A); or

(b) if not so remedied, are not the subject of a plan approved by MassDOT (such approval not to be unreasonably withheld or delayed) specifying: (i) the remedial action that the Suitable Substitute Concessionaire will be required to take after the Substitution Effective Date in order to remedy each such breach; and (ii) with respect to any such breach that is incapable of being cured by the proposed Suitable Substitute Concessionaire, the action(s) the Suitable Substitute Concessionaire will be required to take after the Substitution Effective Date in order to prevent such breach (if capable of repetition) from occurring in the future.

SECTION 6.3. SUBSTITUTION EFFECTIVE DATE. If MassDOT approves the proposed Suitable Substitute Concessionaire pursuant to Section 6.2, the Suitable Substitute Concessionaire shall execute a duly completed Substitute Accession Agreement substantially in the form set out in Attachment 1 to this Agreement and submit it to MassDOT (with a copy of it to the other parties to this Agreement). Subject to Section 6.4(A), assignment of the Transferred Obligations to, and assumption of the Transferred Obligations by, the Suitable Substitute Concessionaire shall become effective on and from the date on which MassDOT countersigns the Substitute Accession Agreement (the "**Substitution Effective Date**").

SECTION 6.4. TERMS OF TRANSFER.

(A) Suitable Substitute Concessionaire Payment of Amounts Due. The Suitable Substitute Concessionaire shall pay to MassDOT on the Substitution Effective Date any amount due from the Concessionaire to MassDOT under the Lease and Concessions Agreement and this Agreement, including MassDOT's reasonable costs and expenses incurred in connection with:

(1) The Concessionaire's default under the Lease and Concessions Agreement, including the payment of any amount due from the Concessionaire to MassDOT under the Lease and Concessions Agreement and the Project Documents;

(2) MassDOT's activities with respect to the Project during any period MassDOT was in possession, custody and control of the Project; and

(3) The approval of the Suitable Substitute Concessionaire,

all as of the Substitution Effective Date and notified to such Suitable Substitute Concessionaire prior to the Substitution Effective Date. MassDOT's receipt of the full payment due pursuant to this Section 6.4(A) shall be a condition precedent to the Substitution Effective Date.

(B) Effect of Substitution Effective Date. Upon the transfer referred to above in this Article 6 becoming effective on the Substitution Effective Date:

(1) The Concessionaire and MassDOT shall be released from their obligations under the Lease and Concessions Agreement to each other, including with respect to indemnification under the Lease and Concessions Agreement whether arising prior to or after such transfer (such obligations under the Lease and Concessions Agreement, the "**Transferred Obligations**"), provided that, notwithstanding any other term or provision in this Agreement, no insurer shall be relieved of any obligation or liability based on acts, omissions, events, conditions or circumstances arising prior to the Substitution Effective Date;

(2) The Suitable Substitute Concessionaire shall become a party to the Project Documents and this Agreement in place of the Concessionaire, and the Suitable Substitute Concessionaire and MassDOT shall assume the Transferred Obligations, which shall be owed to or assumed by the Suitable Substitute Concessionaire instead of the Concessionaire and shall not include any obligation fully performed and satisfied as of the Substitution Effective Date. For clarity, the Transferred Obligations to be assumed by the Suitable Substitute Concessionaire shall include indemnification obligations of the Concessionaire under the Lease and Concessions Agreement arising prior to the Substitution Effective Date;

(3) Subject to Section 6.4(B)(2), all of the Concessionaire's obligations and liabilities under the Project Documents and under this Agreement shall be immediately and automatically transferred to the Suitable Substitute Concessionaire and, without limiting any right of MassDOT under the Project Documents in respect of the Suitable Substitute Concessionaire, the rights of the Concessionaire against MassDOT and vice versa under the Project Documents shall be cancelled;

(4) Subject to Section 6.4(B)(2), the Suitable Substitute Concessionaire shall exercise and enjoy the rights and perform the obligations of the Concessionaire under the Project Documents and this Agreement;

(5) Subject to Section 6.4(B)(2), MassDOT shall owe its obligations under the Project Documents and this Agreement to such Suitable Substitute Concessionaire in place of the Concessionaire;

(6) Any subsisting ground for termination of the Lease and Concessions Agreement by MassDOT shall be deemed to have no effect and any subsisting MassDOT's

Termination Notice will be automatically revoked, except that, the Suitable Substitute Concessionaire shall be obligated to carry out and perform all obligations in any remedial program accepted by MassDOT for breaches under the Lease and Concessions Agreement that are capable of being remedied by the Suitable Substitute Concessionaire in connection with the transfer to the Suitable Substitute Concessionaire; and

(7) MassDOT shall enter into a lenders' remedies agreement with the Suitable Substitute Concessionaire and a representative of Lenders lending to the Suitable Substitute Concessionaire on substantially the same terms as this Agreement, except that, the Concessionaire shall be replaced as a party by the Suitable Substitute Concessionaire.

ARTICLE 7

COVENANTS

SECTION 7.1. MASSDOT COVENANTS. MassDOT agrees with the Collateral Agent that MassDOT shall:

(1) As soon as is reasonably practicable, at the Concessionaire's expense, take whatever action the Collateral Agent, an Appointed Representative or a Suitable Substitute Concessionaire taking a transfer in accordance with Article 6 may reasonably require for perfecting any transfer or release under this Agreement, including the execution of any transfer or assignment, and the giving of any notice, order or direction and the making of any registration which, in each case, the Collateral Agent or Appointed Representative or Suitable Substitute Concessionaire reasonably requires;

(2) Not, prior to the Debt Discharge Date, unless the Collateral Agent has (acting reasonably) consented in writing:

(a) Appoint a Bankruptcy Officer;

(b) Commence any Bankruptcy Proceedings;

(c) Sanction, by voting or failing to vote on, any Bankruptcy Proceedings and shall, if requested to do so by the Collateral Agent, vote against any Bankruptcy Proceedings; or

(d) Take any action authorizing, or which might result in or is in furtherance of, any of the prohibited matters referred to in items (a), (b) or (c) above;

(3) Not take or fail to take any action (including amendments, waivers and enforcement action) with respect to any material agreement between MassDOT and a third party, the effect of which would be reasonably likely to render MassDOT unable to satisfy its obligations under the Lease and Concessions Agreement;

(4) Not exercise any rights of termination, step-in, substitution, novation, transfer or other similar rights it may have under a Project Contract Collateral Agreement

at any time that the Lenders are validly exercising under any Financing Document any step-in rights with respect to the relevant Project Contract;

(5) Pay all amounts (if any) due and payable by it under the Lease and Concessions Agreement in the manner and as and when required by the Lease and Concessions Agreement directly into the account specified on Attachment 3 hereto, or to such other person, entity or account as shall be specified in writing from time to time to MassDOT, (a) so long as no Event of Default by the Concessionaire under the Lease and Concessions Agreement or Financing Document Event of Default is then continuing jointly by the Concessionaire and the Collateral Agent, and (b) during the continuance of an Event of Default by the Concessionaire under the Lease and Concessions Agreement or Financing Document Event of Default, solely by the Collateral Agent; and

(6) Provide any Lender's technical advisor designated under the Financing Documents reasonable access to the Service Plazas to review the performance of the Contract Services.

SECTION 7.2. COLLATERAL AGENT COVENANTS. The Collateral Agent shall promptly:

(1) Notify MassDOT when it believes the Debt Discharge Date will occur or has occurred, and in any event shall so notify no later than 20 Business Days after its occurrence;

(2) Notify MassDOT of any Financing Document Event of Default;

(3) Unless notice is already provided under the above provisions, notify MassDOT in writing of any decision by the Lenders to:

(a) Appoint a Bankruptcy Officer;

(b) Commence any Bankruptcy Proceedings;

(c) Sanction, by voting or failing to vote on, any Bankruptcy Proceedings; or

(d) Take any action authorizing, or which might result in or is in furtherance of, any of the matters referred to in items (a), (b) or (c) above; and

(4) Upon request by MassDOT, and provided the Debt Discharge Date has occurred, cause all security on any real or personal property constituting part of the Project to be promptly discharged and released on the date requested by MassDOT (which will be on or after the Debt Discharge Date).

SECTION 7.3. CONCESSIONAIRE COVENANT. The Concessionaire acknowledges and consents to the arrangements set forth in this Agreement and agrees not to do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

ARTICLE 8

ASSIGNMENT

SECTION 8.1. RESTRICTION ON ASSIGNMENT. No party to this Agreement may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other parties, except as provided in this Article 8.

SECTION 8.2. ASSIGNMENT BY COLLATERAL AGENT. The Collateral Agent may assign or transfer its rights and obligations under this Agreement to a successor Collateral Agent in accordance with the Financing Documents without the consent of MassDOT; provided that the Collateral Agent delivers to MassDOT not less than five Business Days prior to such assignment a written notice setting out such contact information regarding the assignee or transferee as MassDOT may reasonably require, and further provided that the assignee or transferee is not a Prohibited Person.

SECTION 8.3. ASSIGNMENT BY MASSDOT. MassDOT shall assign or transfer its rights and obligations under this Agreement to any permitted assignee of its interest in the Lease and Concessions Agreement concurrently with the assignment of the Lease and Concessions Agreement to such assignee, and the Collateral Agent and the Lenders shall cooperate with MassDOT in completing the formalities of any transfer or assignment including by executing any additional documents as may be reasonably required by MassDOT.

SECTION 8.4. ASSIGNMENT BY LENDERS. Any Lender may assign or transfer its rights and obligations under the Financing Documents in accordance with the terms of the Financing Documents without the consent of MassDOT provided that the assignee or transferee is not a Prohibited Person.

SECTION 8.5. NEW AGREEMENT. If Section 8.2 applies in relation to the Collateral Agent, MassDOT and the Concessionaire shall, upon request by the new Collateral Agent, enter into a new lenders' remedies agreement with the new Collateral Agent on substantially the same terms as this Agreement.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

SECTION 9.1. REPRESENTATIONS AND WARRANTIES OF COLLATERAL AGENT. The Collateral Agent represents and warrants, as of the date of this Agreement, that:

(1) It has the full power and authority to execute, deliver and perform its obligations under this Agreement;

(2) It has duly authorized the execution and delivery of this Agreement by its signatories hereto and the performance of its obligations hereunder; and

(3) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 9.2. REPRESENTATIONS AND WARRANTIES OF CONCESSIONAIRE. The Concessionaire represents and warrants, as of the date of this Agreement, that:

(1) It is a [insert type of business entity] duly organized, validly existing and in good standing under the laws of the State of _______________, and has the authority to do business in the Commonwealth of Massachusetts and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Agreement and the Lease and Concessions Agreement;

(2) It has duly authorized, executed and delivered by all necessary action of the Concessionaire this Agreement and the Lease and Concessions Agreement, and each of this Agreement and the Lease and Concessions Agreement constitutes a legal, valid and binding obligation of the Concessionaire, enforceable against it in accordance with its terms;

(3) Neither the execution nor delivery by the Concessionaire of this Agreement or the Lease and Concessions Agreement nor the performance by the Concessionaire of its obligations in connection with the transactions contemplated hereby or thereby or the fulfillment by the Concessionaire of the terms or conditions hereof or thereof:

(a) Conflicts with, violates or results in a breach of any constitution, law, governmental regulation, by-laws or certificates of incorporation applicable to the Concessionaire; or

(b) Conflicts with, violates or results in a material breach of any order, judgment or decree, or any contract, agreement or instrument to which the Concessionaire is a party or by which the Concessionaire or any of its properties or assets are bound, or constitutes a default under any of the foregoing;

(4) No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement or the Lease and Concessions Agreement by the Concessionaire except as such have been duly obtained or made;

(5) There is no action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Authority pending or, to the best of the Concessionaire's knowledge after due inquiry, overtly threatened or publicly announced against the Concessionaire or any of its Affiliates, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement or the Lease and Concessions Agreement by the Concessionaire or the validity, legality or enforceability of this Agreement or the Lease and Concessions Agreement against the Concessionaire, or any other agreement or instrument entered into by the Concessionaire in connection with the transactions contemplated hereby, or on the ability of the Concessionaire to perform its obligations hereunder, thereunder or under any such other agreement or instrument; and

(6) No Event of Default by the Concessionaire under the Lease and Concessions Agreement has occurred and is continuing, and no fact or event exists that

with the passage of time or giving of notice would constitute such an Event of Default by the Concessionaire under the Lease and Concessions Agreement.

SECTION 9.3. REPRESENTATIONS AND WARRANTIES OF MASSDOT. MassDOT represents and warrants, as of the date of this Agreement, that:

(1) It is a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to Massachusetts General Laws with full legal right, power and authority to enter into and perform its obligations under this Agreement and the Lease and Concessions Agreement;

(2) It has duly authorized, executed and delivered each of this Agreement and the Lease and Concessions Agreement, and the Lease and Concessions Agreement constitutes a legal, valid and binding obligation of MassDOT, enforceable against it in accordance with its terms;

(3) Neither the execution and delivery by MassDOT of this Agreement or the Lease and Concessions Agreement nor the performance by MassDOT of its obligations in connection with the transactions contemplated hereby or thereby or the fulfillment by MassDOT of the terms or conditions hereof or thereof:

(a) Conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to MassDOT; or

(b) Conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which MassDOT is a party or by which MassDOT or any of its properties or assets are bound, or constitutes a material default under any of the foregoing;

(4) There is no action, suit, proceeding, investigation or litigation before or by any Governmental Authority pending or, to the best of its knowledge after due inquiry, overtly threatened or publicly announced against MassDOT, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement or the Lease and Concessions Agreement by MassDOT or the validity, legality or enforceability of this Agreement or the Lease and Concessions Agreement against MassDOT, or any other agreement or instrument entered into by MassDOT in connection with the transactions contemplated hereby or on the ability of MassDOT to perform its obligations hereunder, thereunder or under any such other agreement or instrument;

(5) To its knowledge, no Event of Default by the Concessionaire under the Lease and Concessions Agreement has occurred and is continuing, and no fact or event exists that with the passage of time or giving of notice would constitute such an Event of Default by the Concessionaire under the Lease and Concessions Agreement; and

(6) Except as expressly provided in this Section 9.3, MassDOT makes no representations or warranties (and expressly disclaims any and all warranties not expressly

set forth in this Agreement or the Lease and Concessions Agreement) whether express, implied, statutory, or otherwise, including any warranty of merchantability, fitness for a particular purpose, or non-infringement.

ARTICLE 10

GENERAL

SECTION 10.1. TERM. This Agreement shall remain in effect until the earliest to occur of:

(1) The Debt Discharge Date;

(2) The time at which all of the parties' respective obligations and liabilities under the Lease and Concessions Agreement and this Agreement have expired or have been satisfied in accordance with the terms of the Lease and Concessions Agreement and this Agreement;

(3) The date upon which a new lenders' remedies agreement is entered into pursuant to Section 8.5 following an assignment or transfer by the Collateral Agent of its rights and obligations under this Agreement to a successor Collateral Agent; or

(4) Subject to compliance with Section 6.4(B)(7), the date of transfer of the Concessionaire's rights and liabilities under the Lease and Concessions Agreement to a Suitable Substitute Concessionaire pursuant to Section 6.1.

SECTION 10.2. REJECTION OF LEASE AND CONCESSIONS AGREEMENT. If the Lease and Concessions Agreement is rejected by a trustee or debtor-in-possession in, or terminated as a result of, any Bankruptcy Proceedings involving the Concessionaire and, within 60 days after such rejection or termination, the Collateral Agent shall so request and shall notify in writing to MassDOT that the Collateral Agent or the Collateral Agent's permitted designee or assignee, including a Suitable Substitute Concessionaire, intends to perform the obligations of the Concessionaire as and to the extent required under the Lease and Concessions Agreement, MassDOT will execute and deliver to the Collateral Agent (or any Suitable Substitute Concessionaire satisfying the requirements of this Agreement if directed to do so by the Collateral Agent) a new Lease and Concessions Agreement. The new Lease and Concessions Agreement shall contain conditions, agreements, terms, provisions and limitations which are substantially the same as those of the Lease and Concessions Agreement. References in this Agreement to the "Lease and Concessions Agreement" shall be deemed also to refer to any such new Lease and Concessions Agreement as executed. The effectiveness of any new Lease and Concessions Agreement referred to in this Section 10.2 will be conditional upon the Lenders first reimbursing MassDOT in respect of all of its costs and expenses, including legal fees and expenses, incurred in connection with the execution and delivery of such new Lease and Concessions Agreement.

SECTION 10.3. MASSDOT OBLIGATIONS. Except as specifically provided for in this Agreement, MassDOT has no obligations (whether express, implied, collateral or otherwise) to the Collateral Agent or the Lenders in connection with this Agreement, the Lease and Concessions Agreement or the Project. All of the obligations and liabilities given, undertaken or arising on the part of MassDOT under this Agreement are given solely to the Collateral Agent on behalf of the Lenders and do not confer any rights on or in favor of the Concessionaire or any Affiliate of the Concessionaire or any other person.

SECTION 10.4. NO MASSDOT OR COMMONWEALTH OF MASSACHUSETTS RESPONSIBILITY FOR PROJECT'S DEBT. None of MassDOT, the Commonwealth of Massachusetts or any other Collective Indemnitee, shall have any liability whatsoever for payment of the principal sum of any Project's Debt, any other obligations issued or incurred by the Concessionaire in connection with the Lease and Concessions Agreement or the Project, or any interest accrued thereon or any other sum secured by or accruing under the Financing Documents. Except for a violation by MassDOT of its express obligations to the Lenders set forth in this Agreement, no Lender shall be entitled to seek any damages or other amounts from MassDOT, whether for Project's Debt or the amount of any other obligations issued or incurred by the Concessionaire in connection with the Lease and Concessions Agreement or the Project, or any interest accrued thereon or any other sum secured by or accruing under the Financing Documents. MassDOT's review of the Financing Documents is not a guarantee or endorsement of the Project's Debt, any other obligations issued or incurred by the Concessionaire in connection with the Lease and Concessions Agreement or the Project, and is not a representation, warranty or other assurance as to the ability of the Concessionaire to perform its obligations with respect to the Project's Debt or any other obligations issued or incurred by the Concessionaire in connection with the Lease and Concessions Agreement or the Project, or as to the adequacy of the Gross Sales to provide for payment of the Project's Debt or any other obligations issued or incurred by the Concessionaire in connection with the Lease and Concessions Agreement or the Project, except that the foregoing does not affect any of MassDOT's liability to the Concessionaire for any Convenience Termination Amount (if applicable) that is measured in whole or in part by outstanding Project's Debt.

SECTION 10.5. CONFLICT OR INCONSISTENCY. In the event of any direct conflict, ambiguity or inconsistency between the provisions of the Lease and Concessions Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

SECTION 10.6. NO EFFECT ON LEASE AND CONCESSIONS AGREEMENT OR TRANSITION AGREEMENT. Notwithstanding the preceding Section 10.5, nothing in this Agreement amends or modifies any of the Concessionaire's obligations under the Lease and Concessions Agreement or Transition Agreement.

SECTION 10.7. NO GREATER RIGHTS. The Lenders shall not, by virtue of the Financing Documents, acquire any greater rights to or interest in the Project than the Concessionaire has at any applicable time under the Lease and Concessions Agreement, other than the provisions in this Agreement for the specific protection of the Lenders.

SECTION 10.8. DISPUTES. In the event of any dispute between the parties hereto relating to this Agreement, the parties shall resolve the dispute in accordance with the Dispute Resolution Procedures set forth in Article 19 of the Lease and Concessions Agreement, as if set forth in full herein, except that references to "the Lease and Concessions Agreement" shall mean this Agreement, references to "claim" or "dispute" shall mean disputes under this Agreement, and other references specific to the Lease and Concessions Agreement shall be similarly construed to refer to comparable terms under this Agreement, with the Collateral Agent having the same rights and obligations of the Concessionaire under such Dispute Resolution Procedures.

SECTION 10.9. FORUM FOR LEGAL PROCEEDINGS. It is the express intention of the parties hereto that all Legal Proceedings related to this Agreement or to any rights or any relationship between the parties hereto arising therefrom shall be solely and exclusively initiated and maintained in state or federal courts having competent jurisdiction located in Boston, Massachusetts. Each party hereto irrevocably consents to the jurisdiction of such courts in any such Legal Proceeding and waives any objection it may have to the laying of the jurisdiction of any such Legal Proceeding. The parties agree that the Dispute Resolution Procedures described in Section 10.8 exclusively govern claims under this Agreement.

SECTION 10.10. WAIVER. The failure of any party to exercise any contractual right or remedy will not constitute a waiver thereof and no waiver will be effective unless it is communicated in writing to the other parties. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

SECTION 10.11. NO PARTNERSHIP. Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties hereto.

SECTION 10.12. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement, other than the Lenders.

SECTION 10.13. CONFIDENTIALITY. The Collateral Agent shall be bound to comply with the confidentiality obligations on the part of the Concessionaire contained in the Lease and Concessions Agreement in relation to all Confidential Information obtained from any other party under or in connection with the Project.

SECTION 10.14. NOTICES.

(A) Procedure. All notices, consents, approvals or written communications given pursuant to the terms of this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand (including by nationally recognized overnight courier service with signed verification of delivery) or transmitted by electronic transmission to the address or electronic mail address (provided that receipt of electronic mail is acknowledged by the recipient) of each party set forth below in this Section 10.14, or to such other address or electronic mail address as any party may, from time to time, designate in the manner set forth above. Any such notice or communication will be considered to have been received:

(1) If delivered by hand during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;

(2) If delivered by electronic mail during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt (and acknowledgement thereof as stated above), and if not delivered during business hours, upon the commencement of business hours on the next Business Day.

(B) MassDOT Notice Address. Notices required to be given to MassDOT shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [______]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [______]

(C) Concessionaire Notice Address. Notices required to be given to the Concessionaire shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [________]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [________]

(D) Collateral Agent Notice Address. Notices required to be given to the Collateral Agent shall be addressed as follows:

____
____
____
Telephone No.: [_____]
Email: [________]

with a copy to:

____
____
____
Telephone No.: [_____]
Email: [________]

SECTION 10.15. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and any assignee acquiring an interest hereunder consistent with Article 8.

SECTION 10.16. NO OBLIGATION TO EXTEND CREDIT. Neither any Lender nor the Collateral Agent shall have any obligation hereunder to extend credit to MassDOT or any contractor to MassDOT at any time, for any purpose.

SECTION 10.17. ASSIGNMENT OF LEASE AND CONCESSIONS AGREEMENT. For so long as any amount under the Financing Documents is outstanding, MassDOT shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the Lease and Concessions Agreement or any interest therein by the Concessionaire, other than as specified in the Lease and Concessions Agreement or this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

[NAME OF COLLATERAL AGENT]

By:_________________________________

____
Title

[NAME OF CONCESSIONAIRE]

By:_________________________________

____
Title

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By:_________________________________

____
Title

ATTACHMENT 1

SUBSTITUTE ACCESSION AGREEMENT

[Date]

To: [INSERT MASSDOT ADDRESS]
Attn: [________________]

Copied to: [*To be provided.*]
From: [*Suitable Substitute Concessionaire*]

LEASE AND CONCESSIONS AGREEMENT FOR THE DESIGN, CONSTRUCTION, FINANCING,
OPERATION AND MAINTENANCE FOR WESTERN SERVICE PLAZAS
ON THE MASSACHUSETTS STATE HIGHWAY SYSTEM

SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Lease and Concessions Agreement, dated as of [________________] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Lease and Concessions Agreement"), between the Massachusetts Department of Transportation ("MassDOT") and _____________________ (the "Concessionaire") and the Lenders' Remedies Agreement, dated as of [________________] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Lenders' Remedies Agreement"), by and between the Concessionaire, MassDOT and [NAME OF COLLATERAL AGENT], as Collateral Agent.

Capitalized terms not otherwise defined herein will have the same meaning given to them in the Lenders' Remedies Agreement.

1. We hereby confirm that we are a Suitable Substitute Concessionaire pursuant to Article 6 of the Lenders' Remedies Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Lease and Concessions Agreement and the Lenders' Remedies Agreement as a Suitable Substitute Concessionaire and, accordingly, shall have the rights and powers and assume the obligations of the Concessionaire under the Lease and Concessions Agreement and the Lenders' Remedies Agreement in accordance with the terms of the Lenders' Remedies Agreement.

3. Our address, fax and telephone number, and address for electronic mail for the purpose of receiving notices are as follows:

[*Contact details of Suitable Substitute Concessionaire*]

4. This Substitute Accession Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Venue for any legal action arising out of this Agreement shall lie in state or federal courts having competent jurisdiction and located in the Boston, Massachusetts.

The terms set forth herein are hereby agreed to:

[*Suitable Substitute Concessionaire*]

By:____________________
Name: _________________
Title: ___________________

Agreed for and on behalf of the Massachusetts Department of Transportation:

By: ____________________
Name: _________________
Title: ___________________

ATTACHMENT 2

FINANCING DOCUMENTS

[See attached]

ATTACHMENT 3

CONCESSIONAIRE'S ACCOUNT INFORMATION

[TO BE PROVIDED BY THE CONCESSIONAIRE]

APPENDIX E

FORM OF PROJECT CONTRACT COLLATERAL AGREEMENT

PROJECT CONTRACT COLLATERAL AGREEMENT

for the

LEASE AND CONCESSIONS AGREEMENT FOR WESTERN SERVICE PLAZAS ON THE MASSACHUSETTS STATE HIGHWAY SYSTEM
between

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

and

[NAME OF CONCESSIONAIRE]

and

[NAME OF PROJECT CONTRACTOR]

and

[NAME OF GUARANTOR]

Dated [___________ __, 2027]

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PROJECT CONTRACT COLLATERAL AGREEMENT

THIS PROJECT CONTRACT COLLATERAL AGREEMENT (this "**Agreement**") is made and entered into on [__________ __, 20____], among the Massachusetts Department of Transportation, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to Massachusetts General Laws ("**MassDOT**"), [NAME OF CONCESSIONAIRE], a [TYPE OF ENTITY] organized and existing under the laws of [STATE] and authorized to do business in the Commonwealth of Massachusetts (the "**Concessionaire**"), [NAME OF PROJECT CONTRACTOR], a [TYPE OF ENTITY] organized and existing under the laws of the [JURISDICTION] [and authorized to do business in the Commonwealth of Massachusetts] (the "**Contractor**"), and [NAME OF GUARANTOR], a [TYPE OF ENTITY] organized and existing under the laws of the [JURISDICTION] [and authorized to do business in the Commonwealth of Massachusetts] (the "**Guarantor**").[1]

RECITALS

WHEREAS, MassDOT and the Concessionaire have entered into that certain Lease Agreement, dated [____ __, 20__], as the same may be modified from time to time (the "**Lease Agreement**"), for the design, construction, financing, redevelopment, leasing, operation and maintenance of [___] Service Plazas on the Massachusetts State Highway System, as more fully described in the Lease Agreement; and,

WHEREAS, MassDOT and the Concessionaire have entered into that certain Transition Agreement, dated [_________________, 20_____], as the same may be amended or modified from time to time (the "**Transition Agreement**"), to provide for the orderly transition of management, operations, and maintenance of the Service Plazas from the current operators to the Concessionaire while continuously serving customers through the Lease Agreement Commencement Date; and,

WHEREAS, the Concessionaire and the Contractor have entered into that certain agreement dated [__________ __, 20__] (as the same may be modified from time to time, the "**Project Contract**") whereby the Contractor has agreed to carry out and complete that part of the Concessionaire's obligations under the Lease Agreement consisting of [___________],[2] all as more particularly described in the Project Contract; and,

WHEREAS, by parent guaranty (the "**Guaranty Agreement**"), the Guarantor has guaranteed the obligations of the Contractor under the Project Contract; and,

---

[1] References and provisions related to the Guarantor and the Guaranty Agreement in this Agreement will be included if a Guarantor of the Project Contractor's obligations under the Project Contract is required pursuant to Section 10.5 of the Lease Agreement and will be omitted if there is no such requirement.

[2] The following will be inserted based on the applicable Project Contract to which this Agreement is being provided:

a. Design and Construction Agreements: "[design services / construction services / design-build services [as applicable] for the performance of the Redevelopment Work (as defined in the Lease Agreement)".
b. Concessions Agreement: "performance of food and beverage services, ancillary services related thereto and certain facilities management services in connection with the O&M Services (as defined in the Lease Agreement)".

WHEREAS, it is a condition of the Lease Agreement, the Transition Agreement, and the Project Contract that the Contractor and the Guarantor enter into this Agreement with MassDOT and the Concessionaire; and delivery of this Agreement is a condition precedent to Financial Close under the Transition Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement shall have the respective meaning given to such terms in the Lease Agreement or Transition Agreement as applicable, and:

"**MassDOT Step-in**" has the meaning specified in Section 4.2(B).

"**MassDOT Step-in Notice**" has the meaning specified in Section 4.2(A).

"**MassDOT Step-in Rights Period**" has the meaning specified in Section 4.2(A).

"**Default Notice**" has the meaning specified in Section 4.1(A).

"**Contractor Security**" means any payment or performance security provided by the Contractor in favor of the Concessionaire in accordance with Article 10 of the Lease Agreement.

SECTION 1.2 INTERPRETATION.

This Agreement shall be interpreted according to the following provisions, except to the extent that the context or the express provisions of this Agreement otherwise require.

A. Plurality. Words importing the singular number mean and include the plural number and vice versa.

B. Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

C. Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

D. References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement.

E. References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to Eastern Standard Time or Eastern Daylight Saving time, as the case may be.

F. References to Business Days. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

G. References to Including. The words "include," "includes," and "including" are to be construed as meaning "include without limitation," "includes without limitation," and "including without limitation," respectively.

H. References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

I. References to Governmental Authorities. Each reference to a Governmental Authority is deemed to include a reference to any successor to such Governmental Authority or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Authority.

J. References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, standard, principle or other instrument) a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.

K. References to Promptly. The word "promptly" is to be construed as meaning as soon as reasonably practicable in light of then-prevailing circumstances.

L. Obligations to Provide Assistance. The obligations of a party hereto to cooperate with, to assist or to provide assistance to another party hereunder shall be construed as an obligation to use the party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted party.

M. Party Bearing Cost of Performance. All obligations or responsibilities undertaken by each party hereto shall be performed at the cost of the party undertaking the obligation or responsibility, unless the other party has expressly agreed herein to bear all or a portion of the cost, either directly or by reimbursement to the other party.

N. References to All Reasonable Efforts. The expression "all reasonable efforts" and expressions of like import, when used in connection with an obligation of any party hereunder, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each party's obligations hereunder to mitigate delays and additional costs to the other party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person's own benefit.

O. Entire Agreement. Except to the extent otherwise expressly provided in this Agreement, this Agreement contains the entire agreement between MassDOT and the other parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements between MassDOT and the other parties with respect to such subject matter.

P. Counterparts and Delivery by Electronic Mail. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement. Any party may deliver an executed copy of this Agreement by electronic mail and such counterpart shall be deemed effective upon receipt, but that party will promptly deliver via mail or courier to the other parties an originally executed copy of this Agreement.

Q. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the Commonwealth of Massachusetts.

R. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

S. Drafting Responsibility. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

T. Consents. Any consent required to be given under this Agreement must be in writing.

U. Third-Party Rights. This Agreement is exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

V. No Effect on Lease Agreement or Transition Agreement. Nothing in this Agreement amends or modifies any obligations of the Concessionaire to MassDOT under the Lease Agreement or Transition Agreement.

ARTICLE 2

SIGNATORY WARRANTY

SECTION 2.1 CONTRACTOR. Each undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the Contractor for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Contractor. The foregoing representations and warranties in this Section 2.1 are made for the purpose of inducing the Concessionaire, the Guarantor and MassDOT to enter into this Agreement.

SECTION 2.2 GUARANTOR. The undersigned signatory for the Guarantor hereby represents and warrants that he or she is an officer of the Guarantor for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Guarantor. The foregoing representations and warranties in this Section 2.2 are made for the purpose of inducing the Contractor, the Concessionaire and MassDOT to enter into this Agreement.

SECTION 2.3 CONCESSIONAIRE. The undersigned signatory for the Concessionaire hereby represents and warrants that he or she is an officer of the Concessionaire for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Concessionaire. The foregoing representations and warranties in this Section 2.3 are made for the purpose of inducing the Contractor, the Guarantor and MassDOT to enter into this Agreement.

SECTION 2.4 MASSDOT. The undersigned signatory for MassDOT hereby represents and warrants that he or she is an officer of MassDOT and has full and complete authority to enter into this Agreement on behalf of MassDOT. The foregoing representations and warranties in this Section 2.4 are made for the purpose of inducing the Contractor, the Guarantor and the Concessionaire to enter into this Agreement.

ARTICLE 3

LIABILITY

SECTION 3.1 CONTRACTOR'S LIABILITY. The Contractor shall be entitled in any action or proceedings by MassDOT to raise equivalent rights in defense of liability (except for set off or counterclaim) as it would have against the Concessionaire under the Project Contract, and shall have no liability under this Agreement that is of greater severity or of longer duration than it would have had if MassDOT had been a party to the Project Contract as a joint engager of the services of the Contractor. In the event MassDOT delivers a MassDOT Step-in Notice under this Agreement, the Contractor shall have no greater liability to MassDOT or any assignee of MassDOT as provided in this Agreement than it would have had to the Concessionaire under the Project Contract, and the Contractor shall be entitled in any proceedings by MassDOT or any such assignee to rely on any liability limitations in the Project Contract.

ARTICLE 4

STEP-IN RIGHTS IN FAVOR OF MASSDOT

SECTION 4.1 NOTICE TO MASSDOT OF INTENT TO TERMINATE OR SUSPEND PERFORMANCE.

A. Default Notice. Except as a result of a termination by the Concessionaire pursuant to the terms of the Project Contract, the Contractor and the Guarantor shall not terminate or treat as terminated the Project Contract or discontinue or suspend the performance of any duties or obligations under the Project Contract (including with respect to any Contractor Security) due to any breach by the Concessionaire of its obligations under the Project Contract, without first giving to MassDOT and the Collateral Agent at least 15 Business Days' prior written notice of the Contractor's intention to do so (the "**Default Notice**") in accordance with Section 4.1(B).

B. Contents of Default Notice. Any Default Notice given by the Contractor to MassDOT pursuant to Section 4.1(A) shall specify:

(1) The potential grounds for the Contractor to exercise any right described in Section 4.1(A), together with a reasonable description of all uncured breaches by the Concessionaire of its obligations under the Project Contract of which the Contractor is aware;

(2) All amounts due and payable by the Concessionaire to the Contractor under the Project Contract, if any, as of the date of such Default Notice; and

(3) The amount of any payments that the Contractor reasonably foresees will become due and payable from the Concessionaire to the Contractor under the Project Contract prior to the expiration of the MassDOT Step-in Rights Period.

C. Suspension Notice. Notwithstanding any terms of the Project Contract to the contrary, the Contractor shall not be permitted to discontinue or suspend the performance of any duties or obligations under the Project Contract unless and until it has satisfied the following conditions

(1) The Contractor has given written notice to MassDOT and the Collateral Agent, concurrently with the delivery of notice to the Concessionaire, of a default by the Concessionaire of the Concessionaire's payment obligations to the Contractor under the

Project Contract that, pursuant to the Project Contract, entitles the Contractor to discontinue or suspend the performance of any of its duties or obligations under the Project Contract; and

(2) The Contractor has given further written notice to MassDOT, at least fifteen (15) days after the written notice provided pursuant to Section 4.1(C)(1), that the Lenders have not either (i) paid the Contractor the amount due under the Project Contract or (ii) agreed to pay the Contractor the amount due under the Project Contract by the end of the MassDOT Step-In Rights Period; and

(3) Within 10 Business Days after MassDOT's receipt of the notice referred to in Section 4.1(C)(2), MassDOT has not either (a) paid the Contractor the amount due under the Project Contract or (b) agreed to pay the Contractor by the end of the MassDOT Step-in Rights Period.

SECTION 4.2 MASSDOT STEP-IN RIGHTS.

A. MassDOT Step-in Notice. At any time on or prior to the 30th Business Day after MassDOT's receipt of a Default Notice from the Contractor pursuant to Section 4.1(A) (the "**MassDOT Step-in Rights Period**"), MassDOT may give notice (the "**MassDOT Step-in Notice**") to the Contractor and the Guarantor that MassDOT shall from the date specified in such MassDOT Step-in Notice (which date shall be no later than the last day of MassDOT Step-in Rights Period) assume all rights and obligations of, and succeed to the interests of, the Concessionaire under the Project Contract, the Guaranty Agreement and any Contractor Security to the exclusion and in place of the Concessionaire.

B. MassDOT Step-in. On the date specified in the MassDOT Step-in Notice, or any notice delivered by MassDOT pursuant to Section 4.3, MassDOT will assume all rights and obligations of, and succeed to the interests of, the Concessionaire under the Project Contract and the Guaranty Agreement to the exclusion of the Concessionaire and each of the Project Contract and the Guaranty Agreement shall be and remain in full force and effect. MassDOT shall also have the right to require the Contractor and the Guarantor to:

(1) Consent to any assignment and transfer of the benefit of the Project Contract and the Guaranty Agreement to MassDOT (or its assignee pursuant to Section 7.4);

(2) Enter into a novation agreement to effect such assignment and transfer; and

(3) Use all reasonable efforts to either (1) cause the issuer of any Contractor Security to enter into such agreements or other documents as reasonably necessary to grant MassDOT the benefits available to the Concessionaire under such Contractor Security or (2) provide replacement Contractor Security providing MassDOT

with the same rights and benefits previously available to the Concessionaire under the replaced Contractor Security.

Upon any assignment and transfer effectuated pursuant to this Section 4.2(B) (a "**MassDOT Step-in**"), MassDOT shall accept full liability for the Concessionaire's obligations under the Project Contract and shall as soon as practicable thereafter cure any outstanding breach by the Concessionaire which is capable of cure by MassDOT, in each case subject to the Concessionaire's rights under the terms of the Project Contract. Following a MassDOT Step-in, MassDOT shall become responsible for all sums properly payable to the Contractor under the Project Contract accruing or due before and after such MassDOT Step-in, along with performance of all other obligations of the Concessionaire owed to the Contractor pursuant to the Project Contract (including any and all indemnities from the Concessionaire to the Contractor in respect of the period prior to MassDOT Step-in); provided, however that MassDOT shall in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Concessionaire under the Project Contract.

SECTION 4.3 LEASE AGREEMENT TERMINATION COVENANTS. The Contractor and the Guarantor each further covenants with MassDOT that, unless the Project Contract has been terminated previously (and whether or not the Contractor has served notice on MassDOT pursuant to Section 4.1), if the Lease Agreement is terminated by MassDOT as a result of an Event of Default by the Concessionaire under the Lease Agreement, the Contractor and the Guarantor will, if requested by MassDOT by notice in writing within 10 Business Days of such termination (or such longer period as MassDOT and the Contractor may agree), and subject to Section 4.2, consent to a MassDOT Step-in and accept the instructions of MassDOT to the exclusion of the Concessionaire in respect of its duties under the Project Contract or the Guaranty Agreement, as the case may be, upon the terms and conditions thereof and will, if so requested in writing, enter into a novation agreement whereby MassDOT is substituted for the Concessionaire under the Project Contract and the Guaranty Agreement.

SECTION 4.4 MASSDOT OBLIGATIONS TO CONTRACTOR. Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by MassDOT to the Contractor, MassDOT shall not be under any obligation to the Contractor, nor will the Contractor have any claim or cause of action against MassDOT, unless and until MassDOT has given written notice to the Contractor and the Guarantor pursuant to Section 4.2 or Section 4.3 exercising its right to a MassDOT Step-in.

SECTION 4.5 REPLACEMENT PROJECT CONTRACT. If the Project Contract is terminated before service by MassDOT of any notice under Section 4.3, the Contractor shall, if required to do so by notice served by MassDOT not later than 10 Business Days after the date the Contractor gives notice to MassDOT that the Project Contract has been terminated (or such longer period as MassDOT and the Contractor may agree), enter into a new Project Contract with MassDOT (or its assignee pursuant to Section 7.4) on the same terms as the Project Contract.

SECTION 4.6 NOTICE TO PREVAIL. As against the Concessionaire and MassDOT, the Contractor and the Guarantor shall be entitled to rely upon and be obligated to comply with any notice served by MassDOT under Section 4.2, Section 4.3 or Section 4.5, and shall not make, nor be required to make, any inquiry into the entitlement of MassDOT as against the Concessionaire to serve such notice.

SECTION 4.7 LENDERS' RIGHTS PARAMOUNT. Nothing in this Agreement shall prejudice any cure rights available to the Lenders under the Lenders' Remedies Agreement. If the Lenders' Remedies Agreement prevents MassDOT from serving a notice or exercising any rights hereunder for some period of time as provided in the Lenders' Remedies Agreement, then the time for MassDOT to serve a notice or exercise rights hereunder shall expire no sooner than the later of: (i) the time permitted by this Agreement; and (ii) ten (10) Business Days after MassDOT is entitled to service a notice or exercise rights as permitted by the Lenders' Remedies Agreement.

ARTICLE 5

INSURANCE

SECTION 5.1 POLICY IN FORCE. The Contractor shall keep in force the policies of insurance required to be obtained and maintained under the Project Contract at all times required under the Project Contract.

SECTION 5.2 EVIDENCE OF INSURANCE. Upon the issuance of and upon every renewal of a policy of insurance, and otherwise upon request by MassDOT, the Contractor shall deliver to MassDOT a copy of the policy of insurance or other evidence of insurance required under the Project Contract. Upon request by MassDOT, the Contractor shall deliver proof of payment of premiums for insurance required to be obtained and maintained under the Project Contract.

ARTICLE 6

CONFIDENTIALITY

SECTION 6.1 CONFIDENTIAL INFORMATION. The Contractor and the Guarantor shall be bound to comply with the confidentiality obligations on the part of the Concessionaire contained in the Lease Agreement in relation to all Confidential Information obtained from any party under or in connection with the Project; except that the provisions of this Section 6.1 shall not restrict the Contractor and the Guarantor from passing such information on to their professional advisors, to the extent necessary, to enable the Contractor and the Guarantor to perform (or cause to be performed) their obligations and to enforce their rights under the Project Contract or to such other persons as may be expressly required by the Project Contract. For clarity, the obligation of the Contractor and the Guarantor to maintain the confidentiality of Confidential Information shall be subject to the same exceptions as are specified for the Concessionaire in the Lease Agreement. The Contractor and the Guarantor shall require persons to whom they provide Confidential Information to maintain the confidentiality of such information in accordance with the applicable terms in the Lease Agreement.

SECTION 6.2 ANNOUNCEMENTS. Unless otherwise required by any Applicable Law, by any Governmental Authority or by the rules, orders or regulations of any stock exchange (but only to that extent), the Contractor and the Guarantor shall not make or permit to be made any public announcement or disclosure (whether for publication in the press, radio, television or any other medium) of any Confidential Information or the Contractor's and the Guarantor's interest in the Project or any matters relating thereto, without the prior written consent of MassDOT, which will not be unreasonably withheld, conditioned or delayed.

ARTICLE 7

ASSIGNMENT

SECTION 7.1 RESTRICTION ON ASSIGNMENT. No party to this Agreement may assign or transfer all or any part of its rights or obligations under this Agreement except as provided in this Article 7.

SECTION 7.2 ASSIGNMENT BY CONTRACTOR OR GUARANTOR. Other than in connection with a permitted assignment of the Project Contract in accordance with its terms and the terms of the Lease Agreement, the Contractor and the Guarantor may not assign or transfer any part of their rights or obligations hereunder without the prior written consent of MassDOT.

SECTION 7.3 ASSIGNMENT BY CONCESSIONAIRE. The Concessionaire shall assign or transfer its rights and obligations under this Agreement to any permitted assignee of its interest in the Lease Agreement, as determined pursuant to the Lease Agreement, concurrently with the assignment of the Lease Agreement to such assignee, and the Contractor, the Guarantor and MassDOT shall co-operate with the Concessionaire in completing the formalities of any transfer or assignment including by executing any additional documents as may be reasonably required by the Concessionaire.

SECTION 7.4 ASSIGNMENT BY MASSDOT. MassDOT shall assign or transfer its rights and obligations under this Agreement to any permitted assignee of its interest in the Lease Agreement, as determined pursuant to the Lease Agreement, concurrently with the assignment of the Lease Agreement to such assignee, and the Contractor, the Guarantor and the Concessionaire shall co-operate with MassDOT in completing the formalities of any transfer or assignment including by executing any additional documents as may be reasonably required by MassDOT.

ARTICLE 8

GENERAL

SECTION 8.1 TERM. This Agreement shall remain in effect until the expiration or earlier termination of the Project Contract in accordance with its terms; provided, however, the provisions set forth in Sections 4.5, 8.2 and 8.3 and in Article 6 shall survive termination of this Agreement.

SECTION 8.2 DISPUTES. In the event of any dispute between the parties hereto relating to this Agreement, the parties shall resolve the dispute in accordance with the Dispute Resolution Procedures set forth in Article 19 of the Lease Agreement, as if set forth in full herein, except that references to "the Lease Agreement" shall mean this Agreement, references to "claim" or "dispute" shall mean disputes under this Agreement, and other references specific to the Lease Agreement shall be similarly construed to refer to comparable terms under this Agreement, with the Contractor and the Guarantor having the same rights and obligations of the Concessionaire under such Dispute Resolution Procedures.

SECTION 8.3 FORUM FOR LEGAL PROCEEDINGSIt is the express intention of the parties hereto that all Legal Proceedings related to this Agreement or to any rights or any relationship between the parties hereto arising therefrom shall be solely and exclusively initiated and maintained in state or federal courts having competent jurisdiction located in Boston, Massachusetts. Each party hereto irrevocably consents to the jurisdiction of such courts in any such Legal Proceeding and waives any objection it may have to the laying of the jurisdiction of any such Legal Proceeding. The Parties agree that the Dispute Resolution Procedures described in Section 8.2 exclusively govern claims under this Agreement.

SECTION 8.4 WAIVERS. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement except that any provision which does not give rights or benefits to particular parties may be waived in writing, signed only by those parties who have rights under, or hold the benefit of, the provision being waived if those parties promptly send a copy of the executed waiver to all other parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

SECTION 8.5 NO PARTNERSHIP OR AGENCY. Nothing in this Agreement will be construed as creating a partnership or as constituting the Contractor, the Guarantor or the Concessionaire as an agent of MassDOT. Neither the Contractor, the Guarantor nor the Concessionaire shall hold itself out as having any power to bind MassDOT in any way.

SECTION 8.6 CONFLICT OR INCONSISTENCY. If there is any direct conflict or inconsistency between any provision of this Agreement and the Lease Agreement, the Transition Agreement, the Project Contract, or the Guaranty Agreement, the provision with the most stringent requirement shall govern. Notwithstanding the foregoing, nothing in this Agreement amends or modifies (1) any of the Concessionaire’s obligations under the Lease Agreement, (2) any of the Concessionaire’s obligations under the Transition Agreement; (3) any of the Contractor’s obligations under the Project Contract, or (4) any of the Guarantor’s obligations under the Guaranty Agreement.

SECTION 8.7 BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon each of MassDOT, the Contractor, the Guarantor and the Concessionaire and any assignee acquiring an interest hereunder consistent with Article 7.

SECTION 8.8 NOTICES.

A. Procedure. All notices, consents, approvals or written communications given pursuant to the terms of this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand (including by nationally recognized overnight courier service with signed verification of delivery) or transmitted by electronic transmission to the address or electronic mail address (provided that receipt of electronic mail is acknowledged by the recipient) of each party set forth below in this Section 8.8, or to such other address, or electronic mail address as any party may, from time to time, designate in the manner set forth above. Any such notice or communication will be considered to have been received:

(1) If delivered by hand during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;

(2) If delivered by electronic mail during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt (and acknowledgement thereof as stated above), and if not delivered during business hours, upon the commencement of business hours on the next Business Day.

B. MassDOT Notice Address. Notices required to be given to MassDOT shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [______]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [______]

C. Concessionaire Notice Address. Notices required to be given to the Concessionaire shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [________]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [________]

D. Contractor Notice Address. Notices required to be given to the Contractor shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [_________]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [_________]

E. Guarantor Notice Address. Notices required to be given to the Guarantor shall be addressed as follows:

____
____
____
Attn: [Name/Title]
Email: [_________]

with a copy to:

____
____
____
Attn: [Name/Title]
Email: [_________]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

[PROJECT CONTRACTOR]

By:__________________________________

____
Title

[GUARANTOR]

By:__________________________________

____
Title

[CONCESSIONAIRE]

By:__________________________________

____
Title

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By:__________________________________

____
Title

APPENDIX F

FORM OF LEASE GUARANTY AGREEMENT

LEASE GUARANTY (PAYMENT AND PERFORMANCE OBLIGATIONS)

This LEASE GUARANTY (PAYMENT AND PERFORMANCE OBLIGATIONS) (this "Lease Guaranty") is entered into as of [____________] (the "Effective Date") by the undersigned Lease Guarantor (as defined below) in favor of the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, a body politic and corporate established and existing pursuant to Chapter 6C of the Massachusetts General Laws, as amended, having an address of Ten Park Plaza, Boston, Massachusetts 02116 ("MassDOT").

RECITALS

WHEREAS, MassDOT and [_____________], a [[state] [type of entity]], having an address of [__________________] (the "Concessionaire"), have entered into that certain Lease and Concessions Agreement dated as of the Effective Date (as amended, restated or amended and restated from time to time, the "Lease"); and

WHEREAS, [_____________], a [[state] [type of entity]], with an address of [______________________] and [a relationship to Concessionaire, i.e., shareholder, member, affiliate, etc.] of Concessionaire (the "Lease Guarantor"), desires to guarantee certain payment and performance obligations of the Concessionaire under the Lease as an inducement to MassDOT to enter into the Lease; and

WHEREAS, the Lease Guarantor will derive substantial direct and indirect economic benefit from the Lease and the transactions consummated thereunder.

NOW, THEREFORE, in consideration of MassDOT entering into the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease Guarantor hereby agrees as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease, including Appendix A (Definitions). As used in this Lease Guaranty:

"Guaranteed Obligations" means, collectively: (a) the payment when due of all Rent (including Operational Rent and Additional Rent), together with all other sums, charges, interest (including interest at the Overdue Rate), fees, and costs to be paid by the Concessionaire under the Lease; (b) the full and complete performance by the Concessionaire of all of the terms, conditions, covenants, and agreements of the Concessionaire under and pursuant to the Lease; and (c) the payment of all of MassDOT's costs, expenses, and fees, including reasonable attorneys' fees and disbursements, incurred by MassDOT in enforcing the obligations of the Concessionaire under the Lease and/or the obligations of the Lease Guarantor under this Lease Guaranty.

"Lease Guarantor" means [•][1].

2. **Lease Guaranty of Payment and Performance.** Lease Guarantor hereby absolutely and unconditionally guarantees to MassDOT the full and punctual payment and performance of all Guaranteed Obligations of Concessionaire under the Lease, including without limitation the payment of any amounts due hereunder within thirty (30) days following MassDOT's demand. This Lease Guaranty is a primary, absolute, continuing and unconditional Lease Guaranty of payment and of performance. Lease Guarantor's liability hereunder is direct and may be enforced by MassDOT without MassDOT being required to resort to any other right, remedy or security.

[1] NTD: [In the event there is more than one Lease Guarantor, they will need to guarantee the obligations in a joint and several basis].

(a) MassDOT shall not be obligated to proceed against the Concessionaire before seeking performance by Lease Guarantor of the obligations hereunder;

(b) This Lease Guaranty shall remain in full force and effect both during the Lease Term and thereafter with regard to any Guaranteed Obligations that, by the terms of the Lease, are to be performed after expiration of the Lease Term;

(c) Lease Guarantor hereby: (i) waives notice of any transaction under the Lease giving rise to any Guaranteed Obligation or any other obligation, and (ii) consents to any changes to the terms of the Lease, extensions of time for performances thereunder or other modifications thereto agreed between MassDOT and Concessionaire;

(d) The absolute and unconditional nature of this Lease Guaranty shall not be impaired or affected by the existence of surety bonds or letters of credit obtained by the Concessionaire or any Project Contractor, and MassDOT shall be entitled to proceed against this Lease Guaranty whether or not it also proceeds against any such surety bonds or letters of credit;

(e) Upon a determination by MassDOT that there has been a default by the Concessionaire under the Lease, Lease Guarantor's obligations hereunder shall be effective without the requirement that MassDOT make presentment, demand, protest, or notice to Lease Guarantor, or any other notice of MassDOT's intention to make such a determination, all of which requirements are hereby expressly waived by Lease Guarantor;

(f) MassDOT may maintain successive actions against the Lease Guarantor and may enforce this Lease Guaranty at any time and from time to time without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Concessionaire;

(g) MassDOT may enforce this Lease Guaranty upon the occurrence of a breach by the Concessionaire of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between the Concessionaire and MassDOT with respect to the existence of such a breach; and

(h) This Lease Guaranty will not be fulfilled or discharged except by the complete payment of the Guaranteed Obligations, whether by the Concessionaire or the Lease Guarantor under this Lease Guaranty.

Notwithstanding the above, nothing contained in this paragraph shall constitute a waiver or modification of any of the rights of the Concessionaire under the Lease.

3. Benefit of Concessionaire Defenses. Lease Guarantor's obligations and undertakings under this Lease Guaranty are derivative of, and not in excess of, the Guaranteed Obligations and Lease Guarantor shall be entitled to all rights and defenses of Concessionaire except as expressly waived or disclaimed in this Lease Guaranty.

4. Consideration. The Lease Guarantor enters into this Lease Guaranty (1) for fair and equivalent consideration based on the Concessionaire entering into the Lease, which materially benefits the Lease Guarantor, and (2) following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of MassDOT.

5. Waivers. Until the Guaranteed Obligations have been indefeasibly paid or performed in full, the Lease Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Concessionaire that arises from the performance of the Lease Guarantor under this Lease Guaranty, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of MassDOT against the Concessionaire, or any other security or collateral that MassDOT now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of the Concessionaire or any shareholders, partners, members, or joint venturers of the Concessionaire to the Lease Guarantor is subordinated to this Lease Guaranty until such time as all Guaranteed Obligations shall have been indefeasibly paid or performed in full. Whenever and for so long as the Concessionaire shall be in default in the payment or performance of any Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by the Concessionaire or any shareholders, partners, members, or joint venturers of the Concessionaire to the Lease Guarantor without the prior written consent of MassDOT. Any payment by the Concessionaire or any shareholders, partners, members, or joint venturers of the Concessionaire to the Lease Guarantor in violation of this provision shall be deemed to have been received by the Lease Guarantor as trustee for MassDOT.

The Lease Guarantor hereby expressly waives the benefit of all appraisement, valuation, marshaling, forbearance, stay, extension, reinstatement, redemption, homestead, exemption and moratorium laws now or hereafter in effect.

6. <u>Representations and Warranties</u>. The Lease Guarantor represents and warrants that:

(a) It has all requisite organizational power, right, and authority to execute, deliver, and perform this Lease Guaranty;

(b) The execution, delivery, and performance by the Lease Guarantor of this Lease Guaranty have been duly authorized by all necessary corporate action on the part of the Lease Guarantor and proof of such authorization will be provided with the execution of this Lease Guaranty;

(c) This Lease Guaranty has been duly executed and delivered and constitutes the legal, valid, and binding obligation of the Lease Guarantor, enforceable against the Lease Guarantor in accordance with its terms;

(d) Neither the execution nor delivery of this Lease Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (i) the certificate of incorporation or by-laws of the Lease Guarantor, (ii) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right, restriction, or obligation to which the Lease Guarantor is a party or any of its property is subject or by which the Lease Guarantor is bound, or (iii) any federal, state, or local law, statute, ordinance, rule, or regulation applicable to the Lease Guarantor;

(e) It now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Lease or referred to therein, the financial status of the Concessionaire and the ability of the Concessionaire to pay the Guaranteed Obligations;

(f) It has reviewed and approved the Lease and is fully informed of the remedies MassDOT may pursue, with or without notice to the Concessionaire or any other Person, in the event of default of any of the Concessionaire's obligations thereunder;

(g) It has made, and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make, its own credit analysis of the Concessionaire and will keep itself fully informed as to all aspects of the financial condition of the Concessionaire, the performance of the Guaranteed Obligations, and of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. The Lease Guarantor hereby waives and relinquishes any duty on the part of MassDOT to disclose any matter, fact, or thing relating to the business, operations, or conditions of the Concessionaire now known or hereafter known by MassDOT;

(h) No consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any Governmental Authority or any party to any contract, agreement, instrument, lease, or license to which the Lease Guarantor is a party or by which the Lease Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by the Lease Guarantor, except as have been obtained prior to the date of this Lease Guaranty;

(i) There is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Authority which challenges the validity or enforceability of this Lease Guaranty;

(j) It is not subject to any outstanding judgment, rule, writ, injunction, or decree of any Governmental Authority that adversely affects its ability to perform its obligations under this Lease Guaranty; and

(k) It derives a substantial direct or indirect economic benefit from the Lease and the transaction(s) consummated thereunder.

7. <u>Reliance on Representations</u>. The Lease Guarantor acknowledges that MassDOT has relied upon the Lease Guarantor's representations and warranties herein, has made no independent investigation of the truth thereof, and is not charged with any knowledge contrary thereto that may have been received by any officer, director, employee, shareholder, or agent of MassDOT. The Lease Guarantor further acknowledges that the Lease Guarantor has not been induced to execute and deliver this Lease Guaranty as a result of, and is not relying upon, any representations, warranties, agreements, or conditions, whether express or implied, written or oral, by MassDOT or by any officer, director, employee, shareholder, or agent of MassDOT.

8. <u>Financial Information</u>. From time to time during the Term, upon request from MassDOT, the Lease Guarantor shall provide MassDOT with a current financial statement and financial statements of the two (2) years prior to the current financial statement year, such statements to be provided within thirty (30) days of MassDOT's request. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of the Lease Guarantor, shall be audited by an independent certified public accountant. If such financial statements are not audited, they shall be certified as true and correct by the Lease Guarantor's chief financial officer.

9. <u>Non-Release</u>. This Lease Guaranty shall not be released, discharged, terminated or in any way impaired by:

(a) any amendment, modification, extension, renewal, replacement or restatement of the Lease (whether material or otherwise), or any assignment or transfer of the Lease or this Lease Guaranty;

(b) any exercise or non-exercise of any of MassDOT's rights, remedies or privileges under the Lease or this Lease Guaranty, or any waiver, consent or approval by MassDOT with respect to any of the covenants, terms, conditions or agreements contained in the Lease;

(c) the granting of any indulgences, forbearances or extensions of time to the Concessionaire;

(d) any defenses, setoffs or counterclaims of the Concessionaire against MassDOT (except to the extent Lease Guarantor is entitled to the benefit of Concessionaire defenses under Section 3 hereof);

(e) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceeding affecting, the Concessionaire or any of the Concessionaire's assets, or any allegation or contest of the validity of this Lease Guaranty in any such proceeding;

(f) the release or discharge of the Concessionaire from the performance or observance of any agreement, covenant, term or condition contained in the Lease by operation of law or otherwise; or

(g) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Lease Guarantor, it being the intent of the parties that the obligations of Lease Guarantor hereunder shall be absolute and unconditional under any and all circumstances.

In addition, no limitation on the liability of the Concessionaire under the Lease which may now or hereafter be imposed by any federal, state or other statute, law, regulation or court decision shall in any way limit the obligations of Lease Guarantor hereunder, which obligations are co-extensive with the Concessionaire's obligations set forth in the Lease without regard to any such statutory or legal limitation.

10. Successors and Assigns. This Lease Guaranty shall be binding on the Lease Guarantor and its successors and assigns and shall inure to the benefit of MassDOT and its successors and assigns. The Lease Guarantor may not, however, assign or otherwise transfer its obligations hereunder without the advance written consent of MassDOT, which consent may be granted or withheld in MassDOT's absolute discretion.

11. Survival. This Lease Guaranty shall survive termination or expiration of the Lease as to all Guaranteed Obligations existing as of the Termination Date and all Guaranteed Obligations arising out of the termination or expiration of the Lease.

12. Interpretation, Governing Law, Venue, Etc. The provisions of Article 1 (Definitions and Interpretation) of the Lease are incorporated herein by reference. This Lease Guaranty shall be construed as a sealed instrument and shall be governed by the laws of the Commonwealth of Massachusetts without reference to the Commonwealth's common law pertaining to conflicts of law or choice of law. All Legal Proceedings related to this Lease Guaranty or to any rights or any relationship between MassDOT and the Lease Guarantor arising therefrom shall be solely and exclusively initiated and maintained in state courts having competent jurisdiction located in the City of Boston, Commonwealth of Massachusetts. The Lease Guarantor irrevocably consents to the jurisdiction of such courts in any such Legal Proceeding and waives any objection it may have to the laying of the jurisdiction of any such Legal Proceeding. The Lease Guarantor shall accept service of process at the address provided for the Lease Guarantor in Section 13 below.

13. Notices. Any notice required shall be in writing and sent pursuant to the notice provisions of the Lease. Notices to the Lease Guarantor shall be addressed as follows:

As to Lease Guarantor:

Email:__________________

14. Miscellaneous. This Lease Guaranty supersedes all prior negotiations and agreements, whether written or oral, between MassDOT and the Lease Guarantor and together with referenced provisions of the Lease, constitutes the entire agreement of the parties with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or the Lease. This Lease Guaranty may be modified only by a writing duly executed by authorized representatives of MassDOT and the Lease Guarantor. The failure of MassDOT to invoke this Lease Guaranty shall not constitute a waiver of any rights available to MassDOT. No waiver by MassDOT shall have any effect unless it is in writing and duly executed by an authorized representative of MassDOT. The invalidity or unenforceability of any one or more sections of this Lease Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for ease of reference only and shall not limit the meaning of the relevant provisions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed as a sealed instrument as of _________, 2027.

[LEASE GUARANTOR]

By:___________________________
Name:________________________

Title:__________________________

Accepted by:

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By:___________________________

Name:________________________

Title:__________________________

APPENDIX G

EXECUTED LEASE AND CONCESSIONS AGREEMENT (INCLUDING ALL APPENDICES AND EXHIBITS)