

FIRST AMENDMENT TO PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

for the

PRESIDIO PARKWAY PROJECT

This First Amendment to Public-Private Partnership Agreement (the "First Amendment") is entered into and effective as of October 6, 2011 by and between:

- (a) the California Department of Transportation, a public agency of the State of California (the "Department"); and
- (b) Golden Link Concessionaire, LLC, a California limited liability company ("Developer").

BACKGROUND:

A. The Department and Developer are parties to the certain Public-Private Agreement, Presidio Parkway Project dated January 3, 2011 (the "Agreement") and a certain related letter agreement dated January 3, 2011 (the "Letter Agreement").

B. Litigation is pending, Professional Engineers in California Government vs. California Department of Transportation (the "Section 143 Litigation") challenging the authority of the Department to enter into and perform the Agreement.

C. Section 19.5.3 of the Agreement grants either Party the right to terminate the Agreement if the Section 143 Litigation is pending and undismissed as of March 1, 2011, provided the Parties engage in good faith consultation and joint analysis, as more particularly set forth in Section 19.5.3.2 of the Agreement. Section 19.5.3.1, clause 2 of the Agreement provides that the right to terminate expires if not exercised by April 15, 2011.

D. Pursuant to written agreements, the Parties extended the period of good faith consultation and analysis and the deadline to exercise the right to terminate under Section 19.5.3.

E. The Agreement provides a deadline (the "Financial Close Deadline") for closing financing ("Financial Close") under the Agreement, and Financial Close is a condition precedent to issuing to Developer notice to proceed with Project construction, operations and maintenance.

F. The Parties recognize that the pendency of the Section 143 Litigation materially inhibits the ability to proceed with Financial Close by the Financial Close Deadline.

G. The Parties desire to modify the Agreement and Letter Agreement to account for the schedule and cost impacts of the delay in achieving Financial Close under the Agreement caused by the pendency of the Section 143 Litigation, and to further extend and modify the right to terminate under Section 19.5.3 of the Agreement.

NOW, THEREFORE, in order to continue the Agreement and Letter Agreement in effect until a final decision is rendered or a settlement agreement is executed in the Section 143 Litigation, pursuant to the good faith consultation and analysis heretofore conducted by the Department and Developer, and in consideration of the mutual covenants contained herein, and

other good and valuable consideration, the receipt and acknowledgement of which are hereby acknowledged, the Department and Developer hereby agree to, and do hereby, amend the Agreement as follows:

1. Definitions and Section References

a. Capitalized terms used but not defined herein have the respective meanings set forth in the Agreement. Unless otherwise indicated, all section references are to the Sections of the Agreement.

b. Appendix 1 to the Agreement is amended by adding the following definition:

Activities and Deliverables means (only where capitalized) the activities and work product deliverables identified in Part 3 of Attachment A to the First Amendment.

c. The definition of Baseline Substantial Completion Date is amended to read in its entirety as follows:

Baseline Substantial Completion Date means the applicable scheduled date for Substantial Completion as set forth in Part 2 of Attachment A to the First Amendment.

d. The definition of Claim is amended to read in its entirety as follows:

Claim means a written demand submitted by Developer pursuant to the Contract Documents, which is disputed by the Department, for a time extension or payment of money or damages from the Department to Developer. Claim also means a written demand submitted by the Department pursuant to the Contract Documents, which is disputed by Developer, for payment of money or damages from Developer to the Department.

e. The definition of Construction Period is amended to read in its entirety as follows:

Construction Period means the period starting on the date that is 60 days after the date of Financial Close and ending on the Substantial Completion Date.

f. The definition of Construction Period O&M Limits is amended to read in its entirety as follows:

Construction Period O&M Limits means the areas in which the O&M During Construction is to be performed, as identified in Appendix 5-B and Section 4 of Division II.

g. Clause (b) of the definition of Department-Caused Delay is amended to read in its entirety as follows:

Department-Caused Delay means ...

...

(b) Failure of the Department to issue NTP 3 by the later of (i) the applicable date set forth in Part 1 of Attachment A to the First Amendment or (ii) five days after

Developer satisfies the requirements in Sections 4.7.1 through 4.7.12 of the Agreement;

- h. Appendix 1 to the Agreement is amended by adding the following definition:

Favorable Decision means the decision and opinion of the Court of Appeal of the State of California, First Appellate District, Division 1, in *Professional Engineers in California Government, et al. v. Department of Transportation, et al.*, Case No. A131449, filed August 8, 2011.

- i. The definition of Final Acceptance Deadline is amended to read in its entirety as follows:

Final Acceptance Deadline means the date by which Developer must achieve Final Acceptance as set forth in Part 2 of Attachment A to the First Amendment, subject to adjustment in accordance with the Agreement.

- j. The definition of Financial Close Deadline is amended to read in its entirety as follows:

Financial Close Deadline means the deadline for achieving Financial Close, which shall be the first to occur of:

- (a) 120 days after the later of (i) the IPDC Resumption Date and (ii) the date that the USDOT's Credit Council initially approves the USDOT evaluation team's recommendation to approve TIFIA financing for the Project; and
- (b) June 29, 2012;

provided that if either such date falls on a date that is not a Business Day, it shall be extended to the next Business Day.

- k. The definition of Financial Model Update is amended to read in its entirety as follows:

Financial Model Update means any update to the Original Financial Model or Financial Model prepared pursuant to Section 14.2 of the Agreement.

- l. Appendix 1 to the Agreement is amended by adding the following definition:

First Amendment Adjustments means:

(a) An adjustment to (i) the Design and Construction Costs consisting of the "Gross Adjustment" as adjusted by the "Time Adjustment" to the contract price under the Contract with the Lead Contractor and (ii) Developer's overhead and administrative costs, each as set forth in Part 4 of Attachment A to the First Amendment and also accounting for the effect of the timing of the payment under Section 11.7.9; and

(b) A credit to the Department for avoided costs of O&M During Construction, as set forth in Part 4 of Attachment A to the First Amendment.

m. Appendix 1 to the Agreement is amended by adding the following definition:

IPDC Resumption Date means the date that is seven days after the date of execution of the First Amendment.

n. Clause (a) of the definition of Key Contract is amended to read in its entirety as follows:

Key Contract means ...

(a) All Prime Contracts for design, the Contract with the Lead Engineering Firm, and the Contract with any firm that succeeds to or replaces the Lead Engineering Firm;

o. The definition of Long Stop Date is amended to read in its entirety as follows:

Long Stop Date means the date by which Developer must achieve Substantial Completion, which shall be the applicable date set forth in Part 2 of Attachment A to the First Amendment. The Long Stop Date is subject to adjustment in accordance with the Agreement.

p. Clause (h) of the definition of Relief Event is amended to read in its entirety as follows:

Relief Event means ...

...

(h) Failure or inability of the Department to make available to Developer (i) from issuance of NTP 3 through the Final Acceptance Date a Project Right of Way parcel as shown in Appendix 5-A or the Temporary Construction Easement as shown in Appendix 5-B, except for the Restricted Areas and except for any failure or inability to make available to Developer any such parcel beyond the latest expiration date of the right of entry under the Presidio Trust Right of Entry Agreement, as it may be amended by an ROE Extension obtained pursuant to Section 4.4.9 (as added by the First Amendment), to the extent of the period of delay in the Final Acceptance Date beyond such date not caused by a Relief Event, (ii) the Restricted Areas shown in yellow and brown on Appendix 5-B from the respective dates set forth in Appendix 5-B for such Restricted Areas through the Final Acceptance Date, (iii) throughout the Construction Period any other Project Right of Way parcel as shown in the Right of Way Plans that is within the Construction Period O&M Limits as shown in Appendix 5-C, except for any failure or inability to make available to Developer any such parcel beyond the latest expiration date of the right of entry under the Presidio Trust Right of Entry Agreement, as it may be amended by an ROE Extension obtained pursuant to Section 4.4.9 (as added by the First Amendment), to the extent of the period of delay in the Final Acceptance Date beyond such date not caused by a Relief Event, or (iv) throughout the Operating Period a Project Right of Way parcel as shown in the Right of Way Plans that is within the Operating Period O&M Limits as shown in Appendix 5-C;

q. Appendix 1 to the Agreement is amended by adding the following definition:

ROE Extension means a written extension of, or one or more written options to extend, the December 31, 2015 expiration date of the Presidio Trust Right of Entry Agreement, as more particularly provided in Section 4.4.9 of the Agreement (as set forth in the First Amendment).

r. The definition of Scheduled Substantial Completion Date is amended to read in its entirety as follows:

Scheduled Substantial Completion Date means the applicable scheduled date for Substantial Completion as set forth in Part 2 of Attachment A to the First Amendment, as the same may be adjusted in accordance with the Agreement.

2. Project Schedule

a. The Baseline Substantial Completion Date, Long Stop Date and Final Acceptance Deadline are amended as set forth in Part 2 of Attachment A to this First Amendment.

b. The Project Schedule attached as Appendix 2-A to the Agreement is replaced in its entirety with the amended Project Schedule attached as Attachment B to this First Amendment. Attachment B includes a presumption that March 1, 2012 will be the date of Financial Close. Attachment B to this First Amendment is hereby designated as the Project Schedule and as Appendix 2-A for all purposes under the Agreement until amended. Not later than seven days after the date of Financial Close, Developer shall prepare and submit to the Department for its approval an amended Project Schedule that adjusts all dates in Attachment B to this First Amendment based on and consistent with the earlier of the date of Financial Close or the Financial Close Deadline. Such amended Project Schedule, when approved by the Department, shall constitute the Project Schedule and Appendix 2-A for all purposes under the Agreement.

c. In the event of any conflict between the amended Project Schedule attached as Attachment B to this First Amendment or as amended after the date of Financial Close and Part 2 of Attachment A to this First Amendment, Part 2 of Attachment A to this First Amendment shall control.

d. The Department permanently waives and releases any failure of Developer, known or unknown, prior to execution of this First Amendment to adhere to the Project Schedule in effect prior to this First Amendment in the performance of the D&C Work or O&M During Construction or in delivering Submittals to the Department.

3. Project Right of Way Access and Project Right of Way Acquisition

a. Section 4.4.5.1 is amended to read in its entirety as follows:

4.4.5.1 From the date that Financial Close occurs until 30 days after NTP 3, Developer shall have the right to amend the TCE Occupation Plan to add (but not delete) areas within the TCE that may be required for the execution of the Work, subject to the limitations on availability of the Restricted Areas set forth in Appendix 5-B.

b. A new Section 4.4.9 is added as follows:

4.4.9 The Department shall undertake (or has heretofore undertaken) and shall continue good faith efforts to obtain an ROE Extension from the Presidio Trust, on and subject to the following terms and conditions.

4.4.9.1 The Department shall seek an ROE Extension that establishes a new expiration date of the Presidio Trust Right of Entry Agreement no earlier than one month after the applicable Final Acceptance Deadline under Part 2 of Attachment A to the First Amendment, and on terms that will not materially or adversely affect Developer's rights or obligations under the Agreement, including the obligation to achieve Financial Close by the Financial Close Deadline as modified by the First Amendment.

4.4.9.2 Subject to the foregoing, if the Department elects in its sole discretion, the ROE Extension may be in the form of a grant from the Presidio Trust of, or covenant from the Presidio Trust to grant, a permanent easement or right of entry.

4.4.9.3 The Department has no obligation to enter into an ROE Extension with the Presidio Trust or to accept any particular terms and conditions, all of which shall be in the sole discretion of the Department.

4.4.9.4 The Department will bear all costs to negotiate and obtain from the Presidio Trust the ROE Extension.

4.4.9.5 The Department shall pay or reimburse Developer, in a manner to be mutually determined, for all new or additional compensation that Developer has paid or is due to the Presidio Trust under the terms of such ROE Extension, including any incremental additional costs to comply with new or expanded Presidio Trust review and approval or other oversight rights under the terms of the ROE Extension. To the extent that the Agreement obligates Developer to bear the cost of compliance with the Presidio Trust Right of Entry Agreement, this provision entitles Developer to recover from the Department only the portion of such costs, including any incremental additional costs to comply with new or expanded Presidio Trust review and approval or other oversight rights under the terms of the ROE Extension, that would not have been incurred in the absence of the amendments to the Presidio Trust Right of Entry Agreement made in connection with obtaining the ROE Extension. The foregoing does not affect or alter any provisions of the Agreement that either Party may rely on with respect to the merits and resolution of any Dispute pending on the date of execution of this First Amendment concerning Presidio Trust service fees. The Department's payment obligation under this Section 4.4.9.5 is in addition to, and not part of, all other monetary obligations of the Department under this Agreement.

4. Defects in Phase I Construction

Section 4.16.5 is amended to read in its entirety as follows:

4.16.5 Except as provided in Sections 4.16.2, 4.16.3 and 4.16.6, Developer shall be deemed to have accepted the Phase I Construction in its then current condition on the Substantial Completion Date, without right to any Extra Work Costs, Delay Costs, time or Completion Deadline extension, compensation for losses due to delays in commencement of Availability Payments or for additional interest costs due to delayed receipt of the Milestone

Payment, or other claim or relief. This provision does not limit the Parties' respective rights and obligations under Sections 5.1.1, 5.1.2 and 5.1.3.

5. Timing of O&M Work; NTP 2; Moveable Barrier System

a. Section 5.1 is amended to read in its entirety as follows:

5.1 Timing of O&M Work; NTP 2

5.1.1 Subject to Section 5.1.8, the Department shall perform the operations and maintenance functions typically undertaken by the Department on other Department-operated facilities for Phase I Construction from the Phase I Operation Start Date to 11:59 p.m of the last day before the beginning of the Construction Period. The Department shall provide Developer copies of all applicable records related to its performed maintenance of the Phase I Construction during this period promptly upon receipt of written request from Developer. Developer, without additional cost to the Department, shall have the right to monitor the Department's maintenance of the Phase I Construction and, upon coordination with the Department, to inspect the Phase I Construction after completion of the inspections under Section 4.16.2 and up to the beginning of the Construction Period (in addition to the inspection under Section 4.16.3).

5.1.2 Not later than 15 days before the date the Construction Period commences, Developer shall deliver to the Department Developer's proposed revisions to the Baseline Report only on the basis that specifically identified instances and locations of deficiencies in the Department's maintenance of the Phase I Construction have caused or are reasonably likely to cause increased costs or other liabilities to Developer, or which Developer reasonably believes will have an adverse effect on Developer's ability, to perform O&M Work as required under the Technical Requirements. The Department and Developer shall then meet and confer to seek to resolve the discrepancies (if any) between the Department and Developer and to seek to agree upon a revised Baseline Report. If the Department and Developer are unable to agree on a revised Baseline Report within five days after Developer receives the Department's comments, the Department shall decide on what items and work to include in the revised Baseline Report and shall issue a revised Baseline Report if necessary incorporating all such items and work. For disputed items not included in the revised Baseline Report, either Party may refer the Dispute for resolution according to the Dispute Resolution Procedures. Any items resolved in favor of Developer shall be added to the revised Baseline Report.

5.1.3 The Department shall elect either to (a) undertake the rehabilitation, repair or other rectification of its deficient maintenance of the Phase I Construction identified in the Baseline Report, at its sole cost, or (b) issue a Department Change directing Developer to undertake such rehabilitation, repair or other rectification and pay Developer the Extra Work Costs and Delay Costs thereof. The Baseline Report shall be revised to reflect completion of any such rehabilitation, repair or other rectification. If any items in dispute are not finally resolved prior to the Substantial Completion Date, then after final resolution Developer shall undertake rehabilitation, repair or other rectification of any items that are added to the Baseline Report as a result of such final resolution, and the Department shall pay the cost thereof as provided above.

5.1.4 Sections 5.1.1, 5.1.2 and 5.1.3 have no application to the moveable barrier system for use in traffic management during the Phase I Construction, which barrier system is exclusively governed by Section 5.2.3.5.

5.1.5 The procedures in Sections 5.1.1, 5.1.2 and 5.1.3 are in addition to those set forth in Section 4.16. In no event shall the procedures in Sections 4.16, 5.1.1, 5.1.2 and 5.1.3, delays in completing such procedures, or Disputes arising out of such procedures excuse Developer from its obligation to assume performance of O&M During Construction in accordance with Sections 5.1.6, 5.1.7 and 5.1.8.

5.1.6 Developer shall:

5.1.6.1 Complete and obtain the Department's approval of the draft and final O&M Plan as and when provided in Section 3.1 of Division I and of the draft and final Emergency Response Plan as and when provided in Section 3.5.1 of Division II;

5.1.6.2 Prior to the date the Construction Period commences perform and complete the transition work and activities described in the approved O&M Plan that are to be performed prior to the date the Construction Period commences;

5.1.6.3 Prior to the date the Construction Period commences, demonstrate to the Department's reasonable satisfaction that Developer has completed training of operations and maintenance personnel, which demonstration shall consist of (a) delivery to the Department of a written certificate, in form acceptable to the Department, executed by Developer that it and its Contractors are fully staffed with such trained personnel and are ready, willing and able to perform the O&M During Construction in accordance with the terms and conditions of the Contract Documents and Project Management Plan, (b) delivery to the Department of training records and course completion certificates issued to each of the subject personnel and (c) the Department's verification that the training program and number of trained personnel meet the standards in Section 3, 17.10 of Division II. In connection with such training, the Department shall make the Phase I systems provider(s) available to Developer for the limited purpose of answering questions from Developer staff relating to the operations and maintenance activities for the Phase I systems. Such access will be provided for two days for each Phase I system provider. The exact timing for such access will be as agreed between Developer and Phase I systems providers and shall occur in the period 15 days to 25 days after Financial Close. The Department assumes no liability for the accuracy or completeness of responses from the Phase I system providers. Also in connection with such training, the Department will allow Developer's O&M personnel to accompany the Department's O&M personnel from and after the Phase I Operations Start Date to observe their O&M activities, without interfering with such activities. Nothing in this Section 5.1.6.3 is intended to relieve Developer of Developer's obligations for familiarizing itself with Phase I systems or from training, planning and undertaking the O&M Work. Developer shall confirm to the Department that Developer staff engaged in this process with the Phase I systems provider(s) have received all appropriate health and safety training necessary for such undertaking. The Department shall not provide such health and safety training;

5.1.6.4 Prior to the date the Construction Period commences , obtain and deliver the Performance Security and Payment Bond as required under Sections 16.2.1.1 and 16.2.2.1; and

5.1.6.5 Prior to the date the Construction Period commences, obtain all Insurance Policies required under Section 16.1 and Appendix 9 for the O&M During Construction and deliver to the Department written binders of insurance, in form and content set forth in Section 16.1.2.4, verifying coverage from the relevant Insurers of such Insurance Policies.

5.1.7 When Developer fulfills all the requirements set forth in Sections 5.1.6, the Department shall issue NTP 2 to Developer confirming that Developer has fulfilled such requirements and authorizing Developer to commence performance of O&M During Construction.

5.1.8 If the Construction Period commences and Developer does not fulfill any of the requirements set forth in Sections 5.1.6 prior to the date the Construction Period commences for any reason other than a Department-Caused Delay in issuing an approval of the matters under Sections 5.1.6.1 and 5.1.6.3 as provided in Section 3.3.5 or the Department's withholding such an approval in violation of the provisions in Sections 3.3.5 and 3.3.6, then the Department shall have the right to retain and continue performance of operations and maintenance functions for the Phase I Construction until the date Developer has fulfilled such requirements. In such case, Developer shall pay the Department, as liquidated damages for all Department costs, direct and indirect, incurred in connection with performance of such operations and maintenance functions during such period, an amount equal to \$6,444.15 per day during such period (equaling the per diem cost of O&M During Construction set forth in the Original Financial Model), and Developer shall have no Claim for compensation or schedule relief on account thereof. Payment shall be due from Developer within 30 days after each time the Department submits to Developer an invoice for the cumulative liquidated amounts accrued since the last invoice. Such liquidated damages shall constitute the Department's sole and exclusive remedy for Developer failure to fulfill such requirements for the first 30 day period of such failure; thereafter, the Department shall have, in addition to such liquidated damages, all other remedies (other than damages) available under the Agreement for such failure. In the event the Agreement is terminated for any reason while such failure is continuing, Developer's liability for such liquidated damages shall (a) continue up to the Termination Date and, if liability is proven, for such additional period after the Termination Date under the Agreement and Law, and (b) survive termination of the Agreement for any reason.

5.1.9 The Department and Developer shall regularly coordinate to effectuate a smooth and uninterrupted transition of O&M activities and functions to Developer on the date the Construction Period commences.

5.1.10 Developer shall perform O&M During Construction within the Construction Period O&M Limits, as described in Section 5.2.3, and shall perform O&M After Construction within the Operating Period O&M Limits.

b. Section 5.2.3.5 is amended to read in its entirety as follows:

5.2.3.5 The Department's contractor for the Phase I Construction has leased and installed or will lease and install a quick-change, moveable barrier system for use in traffic management during the Phase I Construction. Such lease is due to expire on or about the Phase I Operations Start Date, although the Department in its discretion may elect to extend such lease until the start of the Construction Period. Developer shall be solely responsible for negotiating and executing a new lease of such moveable barrier system for use in traffic management during the Construction Period, which lease shall take effect no later than the start of the Construction Period. The Department disclaims any representation or warranty regarding the moveable barrier system or its condition or functionality.

6. Provisions for Noncompliances

- a. Section 6.1.1 is amended to read in its entirety as follows:

6.1.1 Section 4 of Division II sets forth tables for the identification of Noncompliance and the Cure Period (if any) available to Developer for each such Noncompliance. Noncompliance Points are a system to measure Developer performance levels during the design, construction and operations and maintenance phases of the Project and trigger the remedies set forth in this Article 6; provided that Developer shall not be assessed Noncompliance Points or otherwise determined to be in Noncompliance in connection with the maintenance of the Phase I Construction prior to the commencement of the Construction Period.

- b. The introductory clause in Section 6.5.1 is amended to read in its entirety as follows:

6.5.1 The provisions of Section 6.5.2 apply to a Noncompliance that has a Cure Period listed in Table 4.1 or Table 4.2 of Section 4 of Division II and is directly attributable to:

- c. A new Section 6.5.3 is added as follows

6.5.3 Until the Department cures any deficient maintenance by the Department of the Phase I Construction as identified in the Baseline Report pursuant to Section 5.1.2, such deficient maintenance shall not result in a Noncompliance, assessment of Noncompliance Points or monetary deductions under Section 6.4. If the Department elects under Section 5.1.3(b) to have Developer undertake the cure, then the time period for cure established by such Department Change shall equal the Cure Period available to Developer for the Noncompliance under Table 4.1 or Table 4.2 of Section 4 of Division II, as applicable, after which such continuing deficient maintenance, if any, may result in Noncompliance, assessment of Noncompliance Points and monetary deductions under Section 6.4.

7. Relief Events

- Section 9.2.1 is amended to read in its entirety as follows:

Developer hereby acknowledges and agrees that the payments under Section 11.7 and the Milestone Payment and Availability Payments as adjusted under the First Amendment due to the payments under Section 11.7, provide for full compensation for performance of all the Work, and the deadlines for performance of the Work specified in this Agreement provide reasonable and adequate time for performance, subject only to those rights to additional compensation, deadline extension and performance relief for Relief Events set forth in this Section 9.2 and other provisions of this Agreement specifying compensation, performance relief and deadline extension for Relief Events. The compensation amounts, deadline extensions and performance relief specified in this Section 9.2 and other provisions of this Agreement concerning Relief Events shall represent the sole right against the Department, the State, and their respective successors, assigns, agencies, divisions, officeholders, officers, directors, commissioners, agents, representatives, consultants and employees to compensation, damages, deadline extension and performance relief for the adverse financial and schedule effects of any event affecting the Work, the Project or Developer. Developer unconditionally and irrevocably waives the right to any Claim against the Department, the State, and their

respective successors, assigns, agencies, divisions, officeholders, officers, directors, commissioners, agents, representatives, consultants and employees for any monetary compensation in addition to the payments under Section 11.7 and the Milestone Payment and Availability Payments as adjusted under the First Amendment due to the payments under Section 11.7, or for deadline extension or performance relief, except in accordance with this Section 9.2 and other provisions of this Agreement specifying compensation, performance relief and deadline extension for Relief Events. The foregoing waiver encompasses all theories of liability, whether in contract, tort (including negligence), equity, *quantum meruit* or otherwise, and encompasses all theories to extinguish contractual obligations, including impracticability, mutual mistake and frustration of purpose. Nothing in the Technical Requirements shall have the intent or effect or shall be construed to create any right of Developer to any Claim for additional monetary compensation, time or deadline extension, performance relief or other relief, any provision in the Technical Requirements to the contrary notwithstanding. The foregoing provisions shall not preclude Developer's remedies under Section 4.4.9.5 (as added by the First Amendment) (concerning costs to comply with ROE Extension terms), Section 4.12 (concerning changes in landscaping requirements) or Section 4.13 (concerning costs to restore Haul Routes) or Developer's other remedies provided under the Contract Documents in the event of Department Default or upon termination of this Agreement prior to the stated expiration of the Term.

8. Payment to Developer

A new Section 11.7 is added, as follows:

11.7 Payments Prior to Financial Close

11.7.1 The Department shall pay to Developer, in arrears, as compensation for the completion and delivery to the Department prior to Financial Close of the Activities and Deliverables, the respective values of such Activities and Deliverables set forth in Part 3 of Attachment A to the First Amendment. The Department has agreed to include such Activities and Deliverables in Part 3 of Attachment A to the First Amendment because the Department has determined their completion and delivery to the Department will have value to the Department even if the Agreement is terminated prior to Financial Close.

11.7.2 Payment for each Activity and Deliverable will be based on the progress made on such Activity and Deliverable prior to Financial Close, subject to the total value for such Activity and Deliverable set forth in Part 3 of Attachment A to the First Amendment. The Department, upon its verification of the Work included in a payment request, the progress made, and for those shown to be complete or substantially complete receipt of the Activity or Deliverable, shall pay for the corresponding progress on the Activity or Deliverable on a monthly basis prior to Financial Close. The status of progress prior to Financial Close toward completion of the Activity and Deliverable will be used to determine the current value of the Work performed on the Activity and Deliverable; and Developer will prepare a payment request therefor consistent with Section 11.7.3. The Department also shall pay Developer a monthly lump sum amount to cover the cost of the Lead Contractor's fixed design management fee for Design Work performed as part of the Activities and Deliverables prior to Financial Close, as set forth as the last Activity and Deliverable at the end of the first table in Part 3 of Attachment A to the First Amendment.

11.7.3 Developer shall submit a payment request to the Department at a maximum frequency of once per month until Financial Close or earlier termination of the Agreement.

Developer shall submit each payment request no earlier than five days following the end of each month. Each payment request shall be in a form reasonably acceptable to the Department and shall include:

11.7.3.1 A listing and certification, in form reasonably acceptable to the Department, of the stage of progress of Activities and Deliverables that were performed for or delivered to the Department prior to the date of the draft payment request and not included in any prior payment request;

11.7.3.2 Supporting documents evidencing performance and delivery of such Activities and Deliverables at the stage of progress stated, including (a) for any Activities and Deliverables of the Lead Contractor in Part 3 of Attachment A to the First Amendment, an invoice from the Lead Contractor in the form of Attachment C to the First Amendment, and (b) for the Activities and Deliverables of Developer in Part 3 of Attachment A to the First Amendment, a certificate of Developer and each applicable firm in the form of Attachment D to the First Amendment;

11.7.3.3 The stage of progress on each such Activity and Deliverable of the Lead Contractor included in the payment request, consistent with Part 3 of Attachment A to the First Amendment, the proportion of the assigned value corresponding to the stage of progress for each such Activity and Deliverable, the sum of such proportions of assigned values for each such Activity and Deliverable, the design management fee earned since the prior payment request, the total prior payments to date, and the total of prior and requested payments to date; and

11.7.3.4 Authorized signature and title of signatory, and the date the payment request was signed.

11.7.4 The Department shall review each payment request within 14 days after receipt and inform Developer whether it is approved for payment. The Department may disapprove a payment request or revised payment request, in whole or in part, only on one or more of the following grounds:

11.7.4.1 It is incomplete;

11.7.4.2 Where it includes a completed or substantially completed Activity or Deliverable, such Activity or Deliverable has not been delivered to and verified by the Department;

11.7.4.3 Where it claims a stage of progress or value for such progress on an Activity or Deliverable that is not completed or substantially completed, the Department determines the claimed stage or value of such progress is not reasonable or accurate;

11.7.4.4 It includes an Activity or Deliverable that does not comply with applicable requirements or provisions of the Agreement or Technical Requirements; or

11.7.4.5 It includes an Activity or Deliverable that is not included in Part 3 of Attachment A to the First Amendment.

11.7.5 The Department shall review each revised payment request submitted in response to the disapproval, in whole or in part, by the Department of a payment request and

inform the Developer whether such disapproved payment request, or disapproved portion of a payment request, is approved for payment within ten days of receipt. A revised payment request may be disapproved only on the same grounds that a payment request may be disapproved.

11.7.6 Approved payment requests and undisputed portions of payment requests are due and payable 30 days after the Department receives the payment request; provided that approved payment requests or undisputed portions for the period preceding execution of the First Amendment shall in no event be due and payable earlier than 15 days after the date of execution of the First Amendment. If a disapproved payment request is subsequently revised and approved, such revised payment request shall be due and payable the later of (a) ten days after it is approved or (b) 30 days after the Department receives the original payment request that was disapproved; provided that approved revised payment requests for the period preceding execution of the First Amendment shall in no event be due and payable earlier than 15 days after the date of execution of the First Amendment.

11.7.7 In the event the Agreement is terminated prior to Financial Close pursuant to Section 19.2.2 or 19.5.3, Developer shall have no obligation to reimburse the Department for (a) its payments to Developer or the Presidio Trust under Section 4.4.9.5, (b) its payments to Developer for Activities and Deliverables under this Section 11.7, or (c) its payments to Developer of compensation for Relief Events, except the Department shall be entitled to reimbursement from Developer for any portion of such compensation that compensated Developer for costs accruing after the Early Termination Date. In the event of such termination, Developer shall submit to the Department within 30 days of the Termination Date Developer's final payment request under this Section 11.7. Subject to Sections 11.7.4, 19.2.2.3 and 19.2.2.4, such final payment request shall be for, and Developer shall receive payment from the Department thereunder for, Activities and Deliverables performed or delivered from the date of the last approved payment request until the date either Party delivers notice of termination under Section 19.2.2 or 19.5.3, as applicable (which date under Section 19.2.2 is prior to the Early Termination Date), even if Developer is unable to complete such Activities and Deliverables as a result of the termination of the Agreement. Such payment request shall be based on percentage completion and the List of Values in Part 3 of Attachment A to the First Amendment. Such final payment request also may include all amounts to which Developer believes it is entitled under this Section 11.7 that have not yet been paid by the Department for Activities and Deliverables performed or delivered until the date either Party delivers notice of termination, including amounts that as of the Termination Date are in dispute or for which Developer has not yet asserted a Claim.

11.7.8 Disputes regarding payment requests shall be resolved in accordance with the Dispute Resolution Procedures.

11.7.9 Within three Business Days after Financial Close but in any event no later than the date of the first draw of Project Debt, Developer shall pay the Department, in good and immediately available funds, an amount equal to all payments made by the Department for Activities and Deliverables under this Section 11.7 prior to Financial Close (without interest), as reimbursement of such payments.

9. Financing Competition, Financial Close, Financial Close Deadline and Financial Close Security

a. The Parties heretofore suspended efforts under the IPDC. Developer has resumed, or shall resume by not later than the IPDC Resumption Date, the IPDC process, and thereafter continue such process in accordance with Section 15.2.3 and Appendix 13 as amended by this First Amendment.

b. Section 9.2.5.1 is amended to read in its entirety as follows:

9.2.5.1 The Financial Close Deadline will not be extended on account of any Relief Event (notwithstanding any other provision of this Agreement to the contrary). If Financial Close has not occurred by December 15, 2011, Developer shall extend the expiry date of the Financial Close Security to July 10, 2012. Developer shall deliver to the Department the Financial Close Security, as so extended, no later than December 15, 2011, failing which the Department will have the right to draw on the Financial Close Security and hold the proceeds as cash collateral.

c. Section 15.2.4 is amended to read in its entirety as follows:

15.2.4 Unless Developer or the Department elects to terminate this Agreement pursuant to Section 19.2.1 or 19.2.2, Developer shall be unconditionally obligated to enter into the Initial Funding Agreements and Initial Security Documents and complete closing for all the Initial Project Debt (including any sub-debt) by not later than the Financial Close Deadline, in a total amount which, when combined with all unconditional equity commitments acceptable to the Collateral Agent, is sufficient to fund (a) all capital requirements set forth in the Original Financial Model, plus (b) the First Amendment Adjustments and any other increases in capital costs due to delay from the Section 143 Litigation, plus (c) the reimbursements due at Financial Close under Section 11.7.9.

d. Section 15.2.7.5 is amended by replacing the period at the end with “;or”, and a new Section 15.2.7.6 is added as follows:

15.2.7.6 The Department has been unable, by not later than ten Business Days prior to the Financial Close Deadline (as extended by the First Amendment), to obtain an ROE Extension as to all property subject to the Presidio Trust Right of Entry Agreement that establishes a new expiration date thereunder no earlier than one month after the applicable Final Acceptance Deadline under Part 2 of Attachment A to the First Amendment and on terms that will not materially or adversely affect the Developer’s rights or obligations under the Agreement.

10. Financial Model Updates

a. Section 14.2.1 is amended to read in its entirety as follows:

14.2.1 By mutual agreement of the Parties, the Original Financial Model and the Financial Model may be updated from time to time to reflect amendments to this Agreement or other matters. At the time of any Financial Model Update, Developer and the Department shall require their respective financial advisors to (a) schedule meetings during the period leading up to the Financial Model Update in order to run the Original Financial Model or then current

Financial Model, as applicable, and report on the Base Maximum Availability Payment adjustments due to the proposed Financial Model Update, and (b) report to the Parties the results of these runs and any points of dispute regarding the method for adjusting and running the Original Financial Model or then current Financial Model, as applicable. The Parties will work together diligently and in good faith to resolve any such points of dispute. All Financial Model Updates shall be subject to the approval of both Parties. Without limiting the foregoing, the Parties agree to the following Financial Model Updates.

14.2.1.1 The Original Financial Model shall be updated and superseded not later than 60 days prior to the expected date of Financial Close in order to take into account and reflect (a) updates to equalize the effects of a bank financing solution in place of the bond financing solution assumed in the Original Financial Model, without change to the base interest rates set forth in Appendix 2-C, and (b) revisions requested by the TIFIA Joint Program Office prior to the date of execution of this First Amendment. Such Financial Model Update will hold the Original Equity IRR and Base Maximum Availability Payment constant unless lowered by mutual agreement of the Parties. In running such Financial Model Update, it shall be conclusively assumed that Developer will finance the applicable adjustments in clauses (a) and (b) above with the same proportion of senior Project Debt, subordinate Project Debt and equity as set forth in Appendix 2-B. The Original Financial Model (as so updated) shall be subject to the mutual approval of both Parties.

14.2.1.2 The Original Financial Model as updated under Section 14.2.1.1 shall be updated and superseded at Financial Close by the Financial Model in order to take into account and reflect (a) the First Amendment Adjustments, using the relevant numbers in Part 4 of Attachment A to the First Amendment, (b) the financing terms of the Initial Financing Documents and (c) the effect of Section 15.2.8. The Parties shall conduct such update in accordance with Section 15.2.10. The Financial Model (as so updated) shall be subject to the mutual approval of both Parties.

b. Section 15.2.10 is amended to read in its entirety as follows:

15.2.10 The Parties will use the Original Financial Model as updated under Section 14.2.1.1 to calculate the change in the Base Maximum Availability Payment on account of the First Amendment Adjustments and the change in the Base Maximum Availability Payment under Section 15.2.8, positive or negative. The Parties shall make such calculation and produce the Financial Model and Equity IRR at Financial Close as follows:

15.2.10.1 First, the Original Financial Model as updated under Section 14.2.1.1 shall be run to solve for a "first interim" Base Maximum Availability Payment, inputting only the applicable First Amendment Adjustments, holding the Original Equity IRR constant unless lowered by mutual agreement of the Parties and conclusively assuming that Developer will finance the applicable First Amendment Adjustments with the same proportion of senior Project Debt, subordinate Project Debt and equity as set forth in Appendix 2-B;

15.2.10.2 Second, the interim Financial Model resulting from the first step shall be run to solve for a "second interim" Base Maximum Availability Payment, inputting only the changes, if any, in base interest rates and TIFIA subsidy amounts (if applicable) as described in Sections 15.2.8.1 and 15.2.8.2, and holding the Original Equity IRR constant unless lowered by mutual agreement of the Parties;

15.2.10.3 Third, the interim Financial Model resulting from the second step shall be run to solve for a "third interim" Base Maximum Availability Payment, inputting only the changes, if any, in financial terms recognizable under Section 15.2.8.3, and holding the Original Equity IRR constant unless lowered by mutual agreement of the Parties;

15.2.10.4 Fourth, the changed Base Maximum Availability Payment shall be determined as the sum of (a) the second interim Base Maximum Availability Payment plus (b) 85% of the difference, positive or negative, between the second interim and the third interim Base Maximum Availability Payments;

15.2.10.5 Fifth, the interim Financial Model resulting from the first step shall be run to solve for the Equity IRR, inputting (a) the Base Maximum Availability Payment determined under Section 15.2.10.4, (b) all the changes in the financial terms recognizable under Section 15.2.8.3 (without regard to Section 15.2.9), and (c) all other changes in terms of financing between those assumed and indicated in the Original Financial Model as updated under Section 14.2.1.1 and in Developer's financial plan as set forth in Appendix 2-B and those set forth in the Initial Project Debt and initial Financing Documents as obtained at Financial Close. The resulting model shall constitute the Financial Model (and a Financial Model Update), and the resulting internal rate of return on equity shall be the Equity IRR as of Financial Close.

11. Cure Periods for Department Default

Section 18.3.2.1 is amended to read in its entirety as follows:

18.3.2.1 For a Department Default under Section 18.3.1.1, a period of 60 days after Developer delivers to the Department written notice of the Department Default; provided that if the Department Default is a failure to pay when due under Section 11.7.6 a payment request that the Department has approved under Section 11.7, then the cure period shall be (a) 15 days from the date due in the case of the payment request approved under Section 11.7 for the first payment described in Part 3 of Attachment A, and (b) 30 days from the date due in the case of all other payment requests approved under Section 11.7. Developer may, in its sole discretion, allow the Department to cure a Department Default consisting of a failure to pay when due under Section 11.7.6 after the applicable cure period and resume any Work suspended pursuant to Section 18.5.1.

12. Suspension of Work by Developer

a. This First Amendment supersedes Developer's Notice of Partial Suspension to the Department dated July 8, 2011 and the partial suspension of Work thereunder, which partial suspension of Work is no longer of any force or effect.

b. Section 18.5 is amended to read in its entirety as follows:

18.5 Suspension of Work by Developer

18.5.1 Developer shall have the right and authority, without obligation or liability, to suspend, in whole or in part, the Work for the Department's failure to pay when due under Section 11.7.6 a payment request that the Department has approved under Section 11.7, subject to the provisions of this Section 18.5.1. Developer shall have no right to suspend Work

on account of the Department's disapproval of a payment request submitted under Section 11.7, or on account of a Dispute regarding any such payment request.

18.5.1.1 Developer shall exercise its election to suspend only by delivering prior written notice of such election to the Department.

18.5.1.2 Five days after Developer delivers such written notice, Developer shall have the right to suspend the Work, in whole or in part, provided that Developer shall be responsible for safely securing the Site and all materials and equipment.

18.5.1.3 The right to suspend Work under this Section 18.5.1 does not include the right to suspend or cancel Insurance Policies, the Payment Bond or Performance Security (if any).

18.5.1.4 The suspension of Work shall cease, and Developer shall resume performance of the Work, within ten days after the first to occur of (a) Developer's election, by written notice delivered to the Department, to resume the suspended Work, (b) the Department's payment of the approved payment request.

18.5.2 Developer shall have the right, authority and obligation, without liability, to suspend all Work and demobilize if and only if the California Supreme Court grants a petition for review of the Favorable Decision, subject to the provisions of this Section 18.5.2 and each Party's right to terminate this Agreement pursuant to Section 19.5.3.

18.5.2.1 Developer shall suspend and demobilize by delivering prior written notice thereof to the Department. If Developer for any reason does not suspend and demobilize, then the Department shall have the right to order suspension and demobilization by written notice to Developer; and such suspension shall be governed by and deemed to occur under this Section 18.5.

18.5.2.2 As part of such suspension and demobilization, Developer also shall have the right and obligation to suspend or cancel Insurance Policies, the Payment Bond and Performance Security (if any) and the Financial Close Security.

13. Termination For Failure of Financial Close or Due to Section 143 Litigation

a. Section 19.2.2.3 is amended to read in its entirety as follows:

19.2.2.3 Subject to Section 19.2.2.4, Developer will be entitled to compensation calculated as follows:

1. Outstanding amounts due, if any, under Section 11.7.7 in respect of Activities and Deliverables performed by the Lead Contractor (i.e. under the Lead Contractor List of Values, and subject to the limit of \$23,452,000, set forth in Part 3 of Attachment A to the First Amendment), without mark-up by Developer for overhead or profit; plus
2. The lesser of (a) Developer's documented, actual reasonable internal and external costs incurred for the satisfaction of conditions precedent to issuance of NTP 1 specifically related to Design Work and for the preparation of Design Documents between the date of issuance of NTP 1 and the date of

delivery of the notice of termination, excluding any external costs in connection with the Lead Contractor and its subcontractors, or (b) \$1,000,000; plus

3. The lesser of (a) Developer's documented, actual, reasonable external costs incurred for the work necessary to achieve Financial Close and to satisfy the conditions precedent to issuance of NTP 1 not specifically related to Design Work, excluding any external costs in connection with the Lead Contractor or its subcontractors, or (b) \$4,000,000; plus
4. As compensation to Developer for its services and its additional risk associated with the delays caused by the Section 143 Litigation, the sum of (a) \$500,000, if the date of notice of termination occurs before the date Developer satisfies all of the conditions set forth in clause 2 of Section 19.2.2.4, or (b) \$1,000,000, if the date of notice of termination occurs on or after the date Developer satisfies all of the conditions set forth in clause 2 of Section 19.2.2.4; plus
5. The amount of the stipend set forth in the RFP.

b. A new Section 19.2.2.4 is added as follows:

19.2.2.4 The compensation under Section 19.2.2.3 is subject to the following.

1. The compensation under clauses 2(a) and 3(a) of Section 19.2.2.3 (as amended by the First Amendment) shall exclude any and all costs and amounts compensated by amounts paid or payable by the Department to Developer pursuant to Section 11.7 (as added by the First Amendment), all of which costs and amounts are separately paid or payable pursuant to Section 11.7 and shall count on a dollar-for-dollar basis toward the applicable caps on Termination Compensation in clauses 2(b) and 3(b) of Section 19.2.2.3.

2. The compensation under clause 4 of Section 19.2.2.3 is in addition to amounts paid or payable by the Department to Developer pursuant to Section 11.7. The compensation under clause 4(b) of Section 19.2.2.3 is available only if, prior to the date of notice of termination, the IPDC Resumption Date has occurred and Developer has taken all reasonably necessary action to resume the IPDC.

c. Section 19.5.3 is amended as follows:

i. In clause 2 of Section 19.5.3.1, the date "April 15, 2011" is changed to "June 29, 2012".

ii. A new Section 19.5.3.4 is added, as follows:

19.5.3.4 Notwithstanding any contrary provision of this Section 19.5.3, the right to terminate under this Section 19.5.3 may be exercised only in the event:

1. The California Supreme Court grants a petition to review the Favorable Decision; or

2. The Section 143 Litigation is not dismissed with prejudice by order of the court pursuant to a settlement, or the Favorable Decision does not become final and non-appealable, by March 31, 2012.

d. The Parties acknowledge completion of good faith consultation and joint analysis under Section 19.5.3.2. Section 19.5.3.2 shall not apply to the exercise of any right to terminate if and when the right arises under Section 19.5.3.4 (as added by this First Amendment).

14. Continuance or Termination of Key Contracts Prior to Work Completion; Other Close-Out Activities

- a. Section 19.6.3.1 is amended to read in its entirety as follows:

19.6.3.1 If as of the Termination Date Developer has not completed the Work, in whole or in part, or if Developer suspends the Work pursuant to Section 18.5.2, the Department shall elect, by written notice to Developer, to continue in effect the relevant Key Contracts or to require their termination. The Department may elect to keep certain Key Contracts in effect and require termination of other Key Contracts. If the Department elects to continue any Key Contracts, then Developer shall execute and deliver to the Department a written assignment, in form and substance acceptable to the Department, acting reasonably, of all Developer's right, title and interest in and to such Key Contracts, and the Department shall assume in writing Developer's obligations thereunder that arise from and after the Termination Date. If the Key Contract that the Department elects to continue is not a Prime Contract, then Developer shall cause its Contractor that is a party to such Key Contract to execute and deliver to the Department a written assignment, in form and substance acceptable to the Department, acting reasonably, of all such Contractor's right, title and interest in and to such Key Contract, and the Department shall assume in writing such Contractor's obligations thereunder that arise from and after the Termination Date (or, if applicable, the date the Work is suspended pursuant to Section 18.5.2). Notwithstanding the foregoing, the Department shall have the right to transfer to the Authority the Department's right to take an assignment of any or all Key Contracts under this Section, in which case the Authority rather than the Department will assume in writing the assignor's obligations under any such Key Contract that arise from and after the Termination Date (or, if applicable, the date the Work is suspended pursuant to Section 18.5.2).

- b. The introductory paragraph in Section 19.6.4.5 and clause 1 of Section 19.6.4.5 are amended to read in their entirety as follows:

19.6.4.5 On or about the Termination Date (or, if applicable, the date the Work is suspended pursuant to Section 18.5.2), Developer shall execute and deliver to the Department the following, together with an executed bill of sale or other written instrument, in form and substance acceptable to the Department, acting reasonably, assigning and transferring to the Department all right, title and interest of Developer and its Contractors in and to the following:

1. All completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, designs, Design Documents, As-Built Record Plans, surveys, and other documents and information pertaining to the Work, free of any intellectual property rights or claims of Developer or any Contractor; provided that if the Agreement is terminated

pursuant to Section 19.2.2 or the Work is suspended pursuant to Section 18.5.2, then until the Department pays the applicable Termination Compensation it shall own only a fully paid up, non-exclusive license to use, reproduce and duplicate such materials; provided further that if at the time of termination HNTB Corporation has prepared or delivered incomplete Design Documents, then HNTB Corporation shall not be responsible for the accuracy, completeness or workability of such Design Documents if used, changed or completed by the Department or any party other than HNTB Corporation, and any use of such incomplete Design Documents will be at the user's sole risk and without liability or legal exposure of HNTB Corporation.

15. Maintenance and Inspection of Books and Records

Section 21.1.1 is amended to read in its entirety as follows:

21.1.1 Developer shall keep and maintain in the jurisdiction of District 4 of the Department or other location approved by the Department in writing in its sole discretion all books, records and documents relating to the Project, Project Right of Way, or Work, including copies of all original documents delivered to the Department. Developer shall keep and maintain such books, records and documents in accordance with applicable provisions of the Contract Documents and in accordance with Best Management Practice. Developer shall notify the Department where such records and documents are kept. Without limiting the foregoing, Developer shall maintain and require its relevant Contractors to maintain fully auditable books and records of all costs, overhead and profit, direct and indirect, incurred on or relating to each Activity and Deliverable. Costs, overhead and profit shall be allocated to each Activity and Deliverable in accordance with Generally Accepted Accounting Principles, consistently applied.

16. Intellectual Property

Section 21.4.1 is amended to read in its entirety as follows:

21.4.1 Subject to Section 21.5, Developer shall deliver copies of all Proprietary Intellectual Property owned by Developer which it uses in providing the Work to the Department. Except as provided otherwise in Section 19.6.4.5, all Intellectual Property contained in the Work, including Proprietary Intellectual Property and Technology Enhancements, owned by Developer or its Affiliates or Contractors on the Effective Date or developed by Developer or its Affiliates or Contractors during the Term shall remain exclusively the property of Developer or its Affiliates or Contractors that supply the same, notwithstanding any delivery of copies thereof to the Department or any other provision contained in this Agreement.

17. Construction and Interpretation of Agreement

The first sentence in Section 25.12.3 is amended to read in its entirety as follows:

"References in this instrument to this 'Agreement' mean, refer to and include this instrument as well as the riders, exhibits, addenda, attachments or other documents affixed hereto (which are hereby incorporated herein by reference) or other documents expressly incorporated by reference in this instrument, and all amendments hereto or thereto."

18. Miscellaneous Appendix Amendments

a. The numbering of the tables in Appendix 2-G to the Agreement are amended to correspond with the lettering of tables set forth in the Table of Contents to the Agreement. Tables A and B (as so amended) of Appendix 2-G(3) to the Agreement (Breakdown of O&M Costs - Operations During Construction and Maintenance During Construction) are deemed amended to incorporate the credit to the Department, if any, under clause (b) of the definition of First Amendment Adjustments.

b. Appendix 2-I to the Agreement (Schedule of Values) shall be replaced at or prior to Financial Close with a new Appendix 2-I that incorporates the First Amendment Adjustments under clause (a) of the definition thereof. Developer shall deliver to the Department for its approval the proposed replacement of Appendix 2-I as part of Developer's Financial Model Update under Section 15.2.10. At or prior to Financial Close the Parties shall execute and deliver a writing agreeing to the replacement Appendix 2-I.

c. In Appendix 9 to the Agreement, under "Policy Term" for the professional liability coverage, "Construction Period" is amended to read "Through the end of the Construction Period."

d. The provision entitled "Bank vs. Bond Competition" on page 4 of Appendix 13 to the Agreement is amended to read in its entirety as follows:

"Bank vs. Bond Competition

Having analyzed a bond financing solution, the Department and Developer conclude that the IPDC need not include a bond alternative."

e. In Section 2.2 of Appendix 22 to the Agreement, the reference to "NTP 2" is changed to "the Phase I Operations Start Date".

19. Technical Requirements Amendments

a. The second clause C in Section 1.1.1.6 of Division I is amended to read in its entirety as follows:

C) Baseline reports and surveys timing with all elements defined in Appendix 22 of the Agreement, including the O&M handover inspection provided under Section 5.1.1 of the Agreement;

b. Clause D in Section 3, 12.3.1 of Division II is amended to read in its entirety as follows:

D) The report shall be submitted to the Department within 60 days before Developer commences any work on or adjacent to the Project Right of Way and in any event no later than 60 days before the scheduled date for NTP2; and

c. The "Design Fire, Adverse Wind at Portal" row under the "Southbound Battery" and "Southbound Main Post" Tunnel columns in Section 3; Table 16.1 of Division II is amended to read in its entirety as follows:

Design Fire	Adverse Wind at Portal	0 mph	12 mph	0 mph	12 mph
-------------	------------------------	-------	--------	-------	--------

20. Waiver of Certain Claims

Developer permanently waives and releases any failure of the Department, known or unknown, prior to execution of this First Amendment to adhere to requirements of the Agreement with respect to oversight and monitoring of Work or to adhere to deadlines under the Agreement to approve or disapprove Submittals; provided that such waiver and release does not affect any written notice of a Dispute or potential Dispute delivered prior to August 1, 2011 (if any).

21. Legal Opinions

No legal opinions shall be required in connection with this First Amendment.

22. Entire Agreement; Full Force and Effect

a. This First Amendment supersedes any prior agreement or understanding, written or oral, concerning the subject matter of this First Amendment, and any such prior agreements hereby cease to have any force or effect and may not be used by either Party or admissible in any proceeding to construe, interpret or vary from the Agreement or this First Amendment.

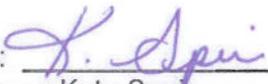
b. Except as specifically modified hereby, the Contract Documents remain unmodified and in full force and effect.

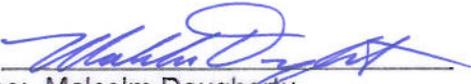
[Signature page immediately follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this First Amendment as of the date first written above.

GOLDEN LINK CONCESSIONAIRE, LLC

**CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

By: 
Name: Kate Speer
Title: General Manager

By: 
Name: Malcolm Dougherty
Title: Acting Director

FOR DEPARTMENT USE ONLY

APPROVED AS TO FORM:



Todd Van Santen
Assistant Chief Counsel

ATTACHMENT A

Part 1 – Department Caused Delay

The applicable date under clause (b)(i) of the amended definition of Department-Caused Delay (concerning issuance of NTP 3) shall be as follows:

If the date of Financial Close is:	Then the applicable date is:
On or before 12/31/2011	4/30/2012
After 12/31/2011 but on or before 1/15/2012	5/11/2012
After 1/15/2012 but on or before 1/31/2012	5/24/2012
After 1/31/2012 but on or before 2/14/2012	6/4/2012
After 2/14/2012 but on or before 2/29/2012	6/15/2012
After 2/29/2012 but on or before 3/15/2012	6/26/2012
After 3/15/2012 but on or before 3/31/2012	7/8/2012
After 3/31/2012 but on or before 4/15/2012	7/19/2012
After 4/15/2012 but on or before 4/30/2012	7/31/2012
After 4/30/2012 but on or before 5/15/2012	8/7/2012
After 5/15/2012 but on or before 5/31/2012	8/15/2012
After 5/31/2012 but on or before 6/15/2012	8/23/2012
After 6/15/2012 but on or before 6/30/2012	8/31/2012

Part 2 – Extensions of Dates

The applicable Baseline Substantial Completion Date, applicable Long Stop Date and applicable Final Acceptance Deadline under the Project Schedule shall be as follows:

If the earlier of the Financial Close Deadline or the date of Financial Close is:	then the Baseline Substantial Completion Date is:	then the Long Stop Date is:	and then the Final Acceptance Deadline is:
On or before 12/31/2011	6/01/2015	5/01/2016	5/31/2016
After 12/31/2011 but on or before 1/15/2012	6/12/2015	5/12/2016	6/11/2016
After 1/15/2012 but on or before 1/31/2012	6/25/2015	5/25/2016	6/24/2016
After 1/31/2012 but on or before 2/14/2012	7/06/2015	6/05/2016	7/05/2016
After 2/14/2012 but on or before 2/29/2012	7/15/2015	6/15/2016	7/15/2016
After 2/29/2012 but on or before 3/15/2012	7/26/2015	6/26/2016	7/26/2016
After 3/15/2012 but on or before 3/31/2012	8/07/2015	7/08/2016	8/07/2016
After 3/31/2012 but on or before 4/15/2012	8/18/2015	7/19/2016	8/18/2016
After 4/15/2012 but on or before 4/30/2012	9/01/2015	8/01/2016	8/31/2016
After 4/30/2012 but on or before 5/15/2012	9/08/2015	8/08/2016	9/07/2016
After 5/15/2012 but on or before 5/31/2012	9/16/2015	8/16/2016	9/15/2016
After 5/31/2012 but on or before 6/15/2012	9/24/2015	8/24/2016	9/23/2016
After 6/15/2012 but on or before 6/30/2012	10/01/2015	8/31/2016	9/30/2016

Part 3 – List and Values of Activities and Deliverables

The following lists Activities and Deliverables with assigned values to each Activity and Deliverable and dates of payment.

Lead Contractor Activities and Deliverables:

Lead Contractor List of Values	
Activities and Deliverables Description	List of Values
Project Management Plan	
HNTB Input for Initial PMP	\$ 44,300
HNTB Input for Subsequent PMP*	\$ 13,000*
System Wide ITS	
Intermediate Phase	\$ 126,900
Final Phase	\$ 62,100
RFC Phase	\$ 44,900
Geotech (Field Program & GDR)	\$ 874,600
Ground Improvements/CDSM	
Intermediate Plans	\$ 50,600
Final Plans	\$ 35,000
RFC Plans	\$ 14,400
Roadway / Civil Package	
Main Roadway Package	
Conceptual & Layout Plans	\$ 1,245,800
Intermediate Plans	\$ 1,504,300
Final Plans	\$ 1,193,700
RFC Plans	\$ 814,800
Drainage Plans & Report	
Conceptual Plans	\$ 106,000
Intermediate Plans & Report	\$ 337,100
Final Plans & Report	\$ 341,500
RFC Plans	\$ 202,100
NB/SB Presidio Viaduct & Veterans Off Ramp Package	
Conceptual Plans	\$ 569,400
Intermediate Plans	\$ 773,500
Final Plans	\$ 536,000
RFC Plans	\$ 304,000
Tennessee Hollow/Gorgas Package	
Conceptual Plans	\$ 524,600
Intermediate Plans	\$ 657,700
Final Phase	\$ 437,100
RFC Plans	\$ 293,600
Girard Interchange Package	
Conceptual Plans	\$ 277,800
Intermediate Plans	\$ 460,200
Final Plans	\$ 328,400
RFC Plans	\$ 247,700
Battery Tunnel Package	
Conceptual Plans	\$ 689,000
Intermediate Plans	\$ 641,200

Lead Contractor List of Values	
Activities and Deliverables Description	List of Values
Final Plans	\$ 588,700
RFC Plans	\$ 385,000
Main Post Tunnel & Electrical Substation Package	
Conceptual Plans	\$ 818,400
Intermediate Plans	\$ 1,029,000
Final Plans	\$ 888,800
RFC Plans	\$ 538,900
Landscaping (\$1M portion of allowance)	
Conceptual Plans	\$ 125,000
Intermediate Plans	\$ 500,000
Final Plans	\$ 250,000
RFC Plans	\$ 125,000
Hook Ramp Bridge	
Conceptual Plans	\$ 200,000
Intermediate Plans	\$ 200,000
RFC Plans	\$ 50,000
Final Plans	\$ 100,000
Design Management and Contract Management	
Through August 1, 2011	\$ 2,129,000
Monthly Cost, August 2011 through June 2012, 11 months @ \$302k	\$ 3,322,000
TOTALS	\$ 25,002,000

* There will be no additional payment for subsequent PMPs beyond one subsequent PMP.

Developer is eligible to receive as part of the first payment under Section 11.7 (as added by this First Amendment) \$9,085,690 for the Lead Contractor's expenses paid for Activities and Deliverables prior August 1, 2011. Developer's first payment request for this amount shall clearly allocate this amount among the listed Activities and Deliverables and include the supporting documentation therefor, all as required under Section 11.7.3 (as added by this First Amendment). Additional payments to Developer under Section 11.7 for the Lead Contractor's design related expenses following the first payment shall not exceed \$14,366,310. This sums up to \$23,452,000 total payments, which is less than the \$25,002,000 total under the foregoing Lead Contractor List of Values. The sum of \$23,452,000 shall control. Developer may elect which Activities and Deliverables of the Lead Contractor to submit for payment up to \$23,452,000.

Developer Activities and Deliverables:

Developer List of Values	
Activities and Deliverables Description	List of Values
Consortium Development Costs	
Design Related Legal Advice	\$ 125,000
TIFIA Related Legal Advice	\$ 200,000
O&M Advisor	\$ 59,560
Lifecycle Advisor	\$ 25,000
TIFIA Credit Processing Fee	\$ 50,000
Lenders Due Diligence Costs	
Lenders' Technical Advisor	\$ 60,000
Lenders' Legal Counsel TIFIA	\$ 10,000
Indicative Rating	\$ 125,000
SPV Operating Costs	
Design Related	\$ 54,800
TOTALS	\$ 709,360

Developer is eligible to receive as part of the first payment under Section 11.7 (as added by this First Amendment) \$709,360.00 for Developer's internal and external costs paid for Activities and Deliverables prior August 1, 2011 (other than in respect of the Lead Contractor and its subcontractors). Developer is not entitled to receive any further payments under Section 11.7 beyond \$709,360 for Developer's internal and external costs incurred prior to Financial Close (except in respect of the Lead Contractor and its subcontractors in accordance with the Lead Contractor List of Values).

Part 4 – First Amendment Adjustments

The First Amendment Adjustments under clause (a) of the definition thereof are as follows:

Adjustment Item	Original Amount	Gross Adjustment	Adjusted Amount	Time Adjustment
Contract price under Contract with Lead Contractor	\$254,028,000.00	\$17,500,000.00	\$271,528,000.00	Gross adjustment and adjusted amount to be reduced by \$19,231.00 for each day that the earlier of the Financial Close Deadline or the date of Financial Close occurs before June 30, 2012
Developer's overhead and administrative costs	\$28,299,042.41	\$4,000,000	\$32,299,042.41	No adjustments to be made
Allowance for Developer's tax advisory services related to financing restructuring		Up to \$50,000*	Up to \$50,000*	No adjustment to be made
Total	\$282,327,042.41	\$21,500,000.00**	\$303,827,042.41**	Subject to time adjustment above

* Allowance is subject to increase with the Department's prior written approval.

**Plus cost of Developer's tax advisory services up to the allowance amount.

The First Amendment Adjustments under clause (b) of the definition thereof shall equal \$193,324.55 multiplied by the applicable reduction in months or partial months from the Original Financial Model set forth in the following table. If the date of Financial Close falls on a date other than the last date shown in the applicable row of the following table, then the reduction in the number of months from the Original Financial Model shall equal the sum of (a) a fraction the numerator of which is the number of days from and including the first date shown under "Date of Financial Close" for that row and the denominator of which is the total number of days between the two dates shown under "Date of Financial Close" for that row, plus (b) the reduction in the number of months shown for the immediately preceding row. (Example: Assume Financial Close occurs on March 15, 2012. The reduction in the number of months will equal $(15/61) + 0.5$).

Date of Financial Close	Start of O&M During Construction	Baseline Substantial Completion Date	Months of O&M During Construction	Reduction in Months from the Original Financial Model
Before 12/31/2011	2/29/2012	6/01/2015	39.0	0.0
After 12/31/2011 but on or before 2/29/2012	4/28/2012	7/15/2015	38.5	0.5
After 2/29/2012 but on or before 4/30/2012	6/29/2012	9/01/2015	38.0	1.0
After 4/30/2012 and to and including 6/29/12	8/29/2012	10/01/2015	37.0	2.0

ATTACHMENT B

AMENDED PROJECT SCHEDULE

[To come]

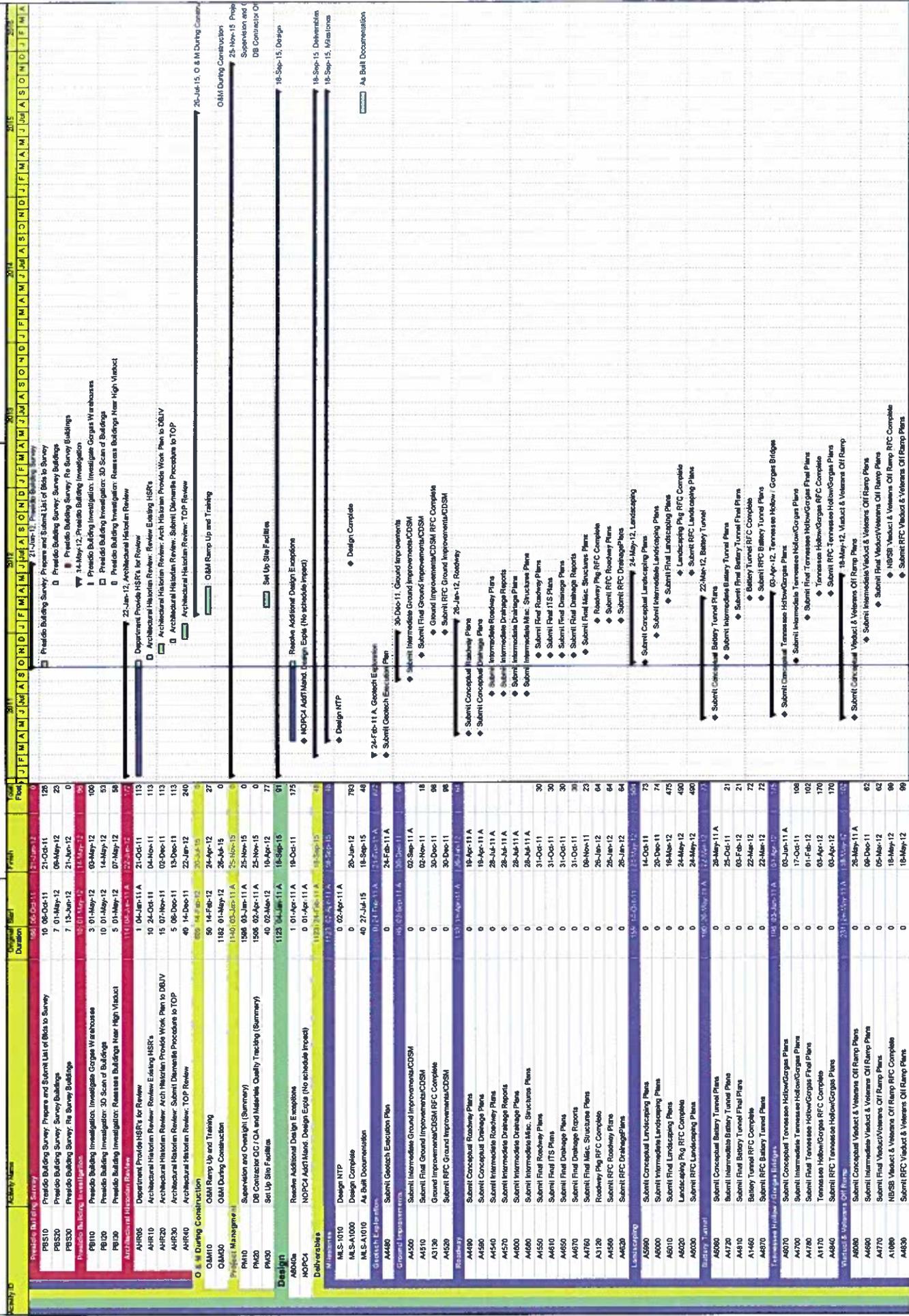
Activity Name	Duration	Start	Finish	Total	2011	2012	2013	2014	2015	2016
IRMP12	12	04-Jun-11	20-Jun-11	11						
IRMP13	12	04-Jun-11	20-Jun-11	11						
IRMP14	12	04-Jun-11	20-Jun-11	11						
IRMP15	12	04-Jun-11	20-Jun-11	11						
IRMP20	14	22-Jun-11	04-Feb-11	11						
IRMP40	1	07-Feb-11	17-Feb-11	1						
IRMP50	1	18-Feb-11	18-Feb-11	1						
IRMP60	1	19-Feb-11	28-Feb-11	1						
IRMP70	22	01-Mar-11	23-Mar-11	1						
IRMP80	1	23-Mar-11	23-Mar-11	1						
IRMP90	1	24-Mar-11	27-Mar-11	1						
INS10	20	01-Jun-11	01-Jun-11	18						
INS11	20	04-Jun-11	01-Jun-11	18						
INS12	20	04-Jun-11	01-Jun-11	18						
INS13	20	04-Jun-11	01-Jun-11	18						
INS14	20	04-Jun-11	01-Jun-11	18						
INS15	20	04-Jun-11	01-Jun-11	18						
INS16	20	04-Jun-11	01-Jun-11	18						
INS17	20	04-Jun-11	01-Jun-11	18						
INS18	20	04-Jun-11	01-Jun-11	18						
INS19	20	04-Jun-11	01-Jun-11	18						
INS20	20	04-Jun-11	01-Jun-11	18						
INS21	20	04-Jun-11	01-Jun-11	18						
INS22	20	04-Jun-11	01-Jun-11	18						
INS23	20	04-Jun-11	01-Jun-11	18						
INS24	20	04-Jun-11	01-Jun-11	18						
INS25	20	04-Jun-11	01-Jun-11	18						
INS26	20	04-Jun-11	01-Jun-11	18						
INS27	20	04-Jun-11	01-Jun-11	18						
INS28	20	04-Jun-11	01-Jun-11	18						
INS29	20	04-Jun-11	01-Jun-11	18						
INS30	20	04-Jun-11	01-Jun-11	18						
INS31	20	04-Jun-11	01-Jun-11	18						
INS32	20	04-Jun-11	01-Jun-11	18						
INS33	20	04-Jun-11	01-Jun-11	18						
INS34	20	04-Jun-11	01-Jun-11	18						
INS35	20	04-Jun-11	01-Jun-11	18						
INS36	20	04-Jun-11	01-Jun-11	18						
INS37	20	04-Jun-11	01-Jun-11	18						
INS38	20	04-Jun-11	01-Jun-11	18						
INS39	20	04-Jun-11	01-Jun-11	18						
INS40	20	04-Jun-11	01-Jun-11	18						
INS41	20	04-Jun-11	01-Jun-11	18						
INS42	20	04-Jun-11	01-Jun-11	18						
INS43	20	04-Jun-11	01-Jun-11	18						
INS44	20	04-Jun-11	01-Jun-11	18						
INS45	20	04-Jun-11	01-Jun-11	18						
INS46	20	04-Jun-11	01-Jun-11	18						
INS47	20	04-Jun-11	01-Jun-11	18						
INS48	20	04-Jun-11	01-Jun-11	18						
INS49	20	04-Jun-11	01-Jun-11	18						
INS50	20	04-Jun-11	01-Jun-11	18						
INS51	20	04-Jun-11	01-Jun-11	18						
INS52	20	04-Jun-11	01-Jun-11	18						
INS53	20	04-Jun-11	01-Jun-11	18						
INS54	20	04-Jun-11	01-Jun-11	18						
INS55	20	04-Jun-11	01-Jun-11	18						
INS56	20	04-Jun-11	01-Jun-11	18						
INS57	20	04-Jun-11	01-Jun-11	18						
INS58	20	04-Jun-11	01-Jun-11	18						
INS59	20	04-Jun-11	01-Jun-11	18						
INS60	20	04-Jun-11	01-Jun-11	18						
INS61	20	04-Jun-11	01-Jun-11	18						
INS62	20	04-Jun-11	01-Jun-11	18						
INS63	20	04-Jun-11	01-Jun-11	18						
INS64	20	04-Jun-11	01-Jun-11	18						
INS65	20	04-Jun-11	01-Jun-11	18						
INS66	20	04-Jun-11	01-Jun-11	18						
INS67	20	04-Jun-11	01-Jun-11	18						
INS68	20	04-Jun-11	01-Jun-11	18						
INS69	20	04-Jun-11	01-Jun-11	18						
INS70	20	04-Jun-11	01-Jun-11	18						
INS71	20	04-Jun-11	01-Jun-11	18						
INS72	20	04-Jun-11	01-Jun-11	18						
INS73	20	04-Jun-11	01-Jun-11	18						
INS74	20	04-Jun-11	01-Jun-11	18						
INS75	20	04-Jun-11	01-Jun-11	18						
INS76	20	04-Jun-11	01-Jun-11	18						
INS77	20	04-Jun-11	01-Jun-11	18						
INS78	20	04-Jun-11	01-Jun-11	18						
INS79	20	04-Jun-11	01-Jun-11	18						
INS80	20	04-Jun-11	01-Jun-11	18						
INS81	20	04-Jun-11	01-Jun-11	18						
INS82	20	04-Jun-11	01-Jun-11	18						
INS83	20	04-Jun-11	01-Jun-11	18						
INS84	20	04-Jun-11	01-Jun-11	18						
INS85	20	04-Jun-11	01-Jun-11	18						
INS86	20	04-Jun-11	01-Jun-11	18						
INS87	20	04-Jun-11	01-Jun-11	18						
INS88	20	04-Jun-11	01-Jun-11	18						
INS89	20	04-Jun-11	01-Jun-11	18						
INS90	20	04-Jun-11	01-Jun-11	18						
INS91	20	04-Jun-11	01-Jun-11	18						
INS92	20	04-Jun-11	01-Jun-11	18						
INS93	20	04-Jun-11	01-Jun-11	18						
INS94	20	04-Jun-11	01-Jun-11	18						
INS95	20	04-Jun-11	01-Jun-11	18						
INS96	20	04-Jun-11	01-Jun-11	18						
INS97	20	04-Jun-11	01-Jun-11	18						
INS98	20	04-Jun-11	01-Jun-11	18						
INS99	20	04-Jun-11	01-Jun-11	18						
INS100	20	04-Jun-11	01-Jun-11	18						

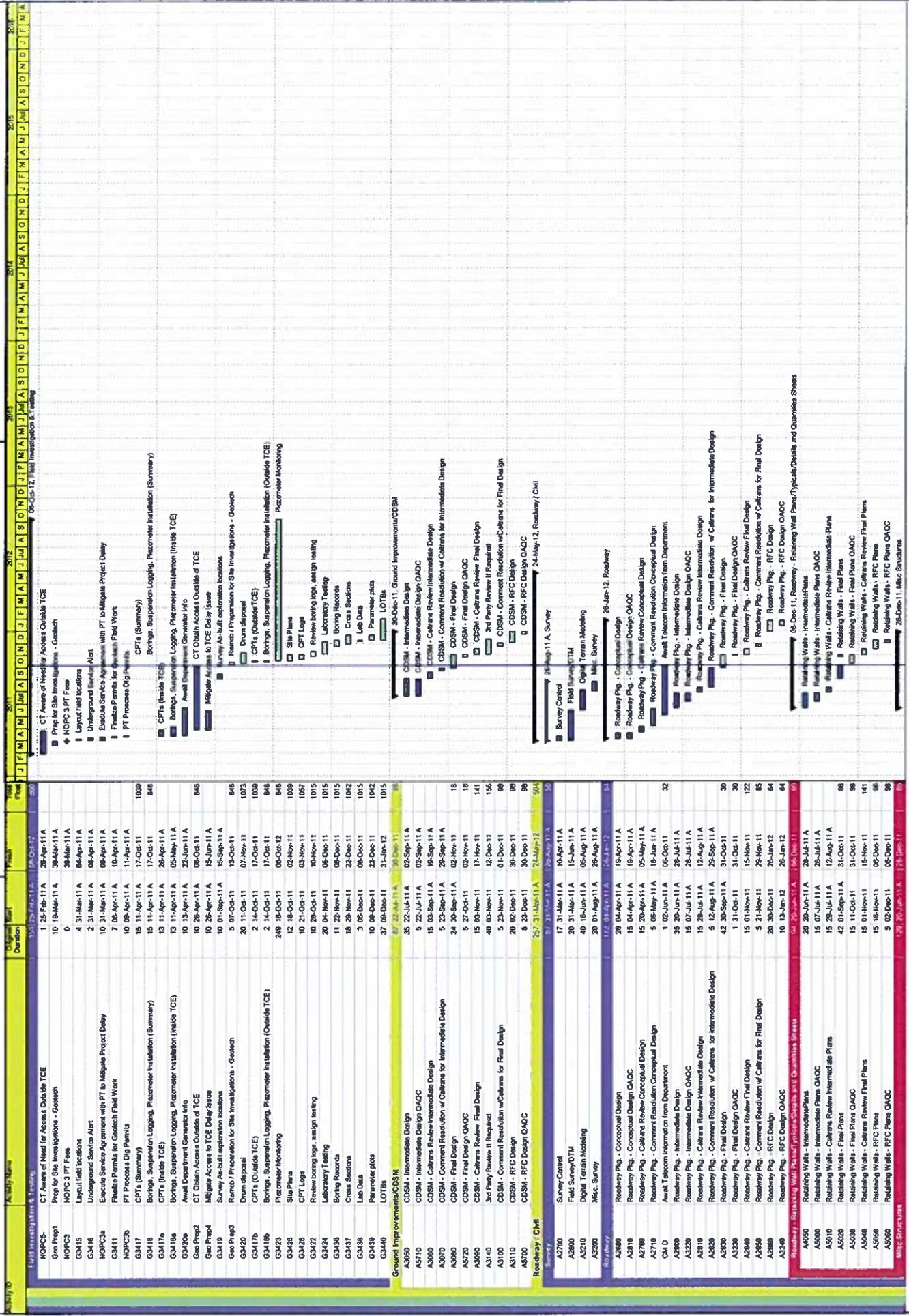
Legend: █ Actual Work █ Remaining Work █ Critical Remaining Work █ Milestone

Page 2 of 10

TASK filter: All Activities

© Primavera Systems, Inc.





Activity Name	Duration	Start	Finish	Task	Predecessors	Activity Name	Duration	Start	Finish	Task	Predecessors
4410	55	20-Jun-11	28-Jun-11	11A		Mic. Structures Intermediate Design	55	20-Jun-11	28-Jun-11	11A	
4570	15	07-Jul-11	22-Jul-11	11A	4410	Mic. Structures Intermediate Design QA/QC	15	07-Jul-11	22-Jul-11	11A	4410
4570	15	28-Jun-11	12-Aug-11	11A	4410	Caltrans Review Mic. Structures Intermediate Design	15	28-Jun-11	12-Aug-11	11A	4410
4430	5	13-Aug-11	26-Sep-11	11A	4570	Comment Resolution Intermediate Design Mic Structures	5	13-Aug-11	26-Sep-11	11A	4570
4430	48	06-Sep-11	08-Nov-11	11A	4430	Mic. Structures Final Design	48	06-Sep-11	08-Nov-11	11A	4430
4570	15	20-Oct-11	04-Nov-11	11A	4430	Caltrans Review Mic. Structures Final Design	15	20-Oct-11	04-Nov-11	11A	4430
4440	5	30-Nov-11	06-Dec-11	11A	4570	Comment Resolution Final Design Mic Structures	5	30-Nov-11	06-Dec-11	11A	4570
4570	15	07-Dec-11	28-Dec-11	11A	4440	Mic Structures RFC Design	15	07-Dec-11	28-Dec-11	11A	4440
4570	5	21-Dec-11	28-Dec-11	11A	4570	Mic Structures RFC Design QA/QC	5	21-Dec-11	28-Dec-11	11A	4570
LC	20	20-Jun-11	20-Jul-11	11A		Review Landscape Criteria From Department	20	20-Jun-11	20-Jul-11	11A	
A565	80	01-Jul-11	14-Oct-11	11A	LC	Landscape - Conceptual Design (Alternative Landscape Design)	80	01-Jul-11	14-Oct-11	11A	LC
A566	15	26-Sep-11	14-Oct-11	11A	A565	Landscape - Conceptual Design QA/QC	15	26-Sep-11	14-Oct-11	11A	A565
A570	35	31-Oct-11	29-Dec-11	11A	A565	Landscape - Caltrans Review Conceptual Design	35	31-Oct-11	29-Dec-11	11A	A565
A580	35	31-Oct-11	29-Dec-11	11A	A570	Landscape - Intermediate Design (Progress and Complete the Landscape Design)	35	31-Oct-11	29-Dec-11	11A	A570
A590	5	04-Nov-11	10-Nov-11	11A	A580	Landscape - Comment Resolution Conceptual Design	5	04-Nov-11	10-Nov-11	11A	A580
A590	15	30-Nov-11	20-Dec-11	11A	A590	Landscape - Intermediate Design QA/QC	15	30-Nov-11	20-Dec-11	11A	A590
A590	15	21-Dec-11	04-Jan-12	11A	A590	Landscape - Caltrans Review Intermediate Design	15	21-Dec-11	04-Jan-12	11A	A590
A592	52	05-Jan-12	16-Mar-12	11A	A590	Landscape - Comment Resolution w/ Caltrans for Intermediate Design	52	05-Jan-12	16-Mar-12	11A	A590
A593	5	10-Jan-12	16-Jan-12	11A	A592	Landscape - Final Design QA/QC	5	10-Jan-12	16-Jan-12	11A	A592
A594	15	27-Feb-12	16-Mar-12	11A	A593	Landscape - Final Design QA/QC	15	27-Feb-12	16-Mar-12	11A	A593
A2000	0	0	16-Mar-12	11A	A594	Landscape - Final Design QA/QC	0	0	16-Mar-12	11A	A594
A595	15	17-Mar-12	31-Mar-12	11A	A594	Landscape - Caltrans Review Final Design	15	17-Mar-12	31-Mar-12	11A	A594
A596	5	06-Apr-12	12-Apr-12	11A	A595	Landscape - Comment Resolution of Caltrans for Final Design	5	06-Apr-12	12-Apr-12	11A	A595
A597	28	13-Apr-12	24-May-12	11A	A596	Landscape - RFC Design	28	13-Apr-12	24-May-12	11A	A596
A598	10	10-May-12	24-May-12	11A	A597	Landscape - RFC Design QA/QC	10	10-May-12	24-May-12	11A	A597
A599	23	04-Jun-11	25-May-12	11A	A598	Landscape - RFC Design QA/QC	23	04-Jun-11	25-May-12	11A	A598
A570	18	04-Apr-11	20-May-11	11A	A599	Victory & Veterans Off-Ramp - Geometric Confirmation	18	04-Apr-11	20-May-11	11A	A599
A590	60	02-May-11	13-May-11	11A	A570	Victory & Veterans Off-Ramp - Draft Bridge Hydraulics Report	60	02-May-11	13-May-11	11A	A570
A590	60	02-May-11	13-May-11	11A	A590	Victory & Veterans Off-Ramp - Type Selection Report	60	02-May-11	13-May-11	11A	A590
A590	15	14-May-11	28-May-11	11A	A590	Victory & Veterans Off-Ramp - Type Selection Report QA/QC	15	14-May-11	28-May-11	11A	A590
A5250	15	27-May-11	10-Jun-11	11A	A590	Victory & Veterans Off-Ramp - Caltrans Review Type Selection Report & TS Meeting	15	27-May-11	10-Jun-11	11A	A590
A5100	15	11-Jun-11	28-Jun-11	11A	A5250	Victory & Veterans Off-Ramp - Type Selection Report Comment Resolution	15	11-Jun-11	28-Jun-11	11A	A5250
A5110	10	23-Jun-11	14-Jul-11	11A	A5100	Victory & Veterans Off-Ramp - Final Type Selection Report	10	23-Jun-11	14-Jul-11	11A	A5100
A5120	10	23-Jun-11	14-Jul-11	11A	A5110	Victory & Veterans Off-Ramp - Final Bridge Hydraulics Report	10	23-Jun-11	14-Jul-11	11A	A5110
A1010	65	01-Aug-11	06-Dec-11	11A	A5120	Victory & Veterans Off-Ramp - Intermediate Design	65	01-Aug-11	06-Dec-11	11A	A5120
A5200	15	28-Nov-11	08-Dec-11	11A	A1010	Victory & Veterans Off-Ramp - Intermediate Design QA/QC	15	28-Nov-11	08-Dec-11	11A	A1010
A1040	15	10-Dec-11	24-Dec-11	11A	A5200	Victory & Veterans Off-Ramp - Caltrans Review Intermediate Design	15	10-Dec-11	24-Dec-11	11A	A5200
A1050	60	12-Dec-11	09-Feb-12	11A	A1040	Victory & Veterans Off-Ramp - Final Design / Independent Check / Design Certificate	60	12-Dec-11	09-Feb-12	11A	A1040
A5300	10	21-Feb-12	05-Jun-12	11A	A1050	Victory & Veterans Off-Ramp - Comment Resolution of Caltrans Intermediate Design	10	21-Feb-12	05-Jun-12	11A	A1050
A1060	15	26-Mar-12	20-Apr-12	11A	A5300	Victory & Veterans Off-Ramp - Final Design QA/QC	15	26-Mar-12	20-Apr-12	11A	A5300
A1070	15	05-Apr-12	06-Apr-12	11A	A1060	Victory & Veterans Off-Ramp - Caltrans Review Final Design	15	05-Apr-12	06-Apr-12	11A	A1060
A1030	30	05-Apr-12	18-May-12	11A	A1070	Victory & Veterans Off-Ramp - Comment Resolution w/Caltrans Final Design	30	05-Apr-12	18-May-12	11A	A1070
A5310	5	14-May-12	18-May-12	11A	A1030	Victory & Veterans Off-Ramp - RFC Design QA/QC	5	14-May-12	18-May-12	11A	A1030
Tennessee Hollow w/Gorges	200	04-Apr-11	03-Apr-12	11A	A5310	Victory & Veterans Off-Ramp - RFC Design QA/QC	200	04-Apr-11	03-Apr-12	11A	A5310
A5130	20	04-Apr-11	20-Apr-11	11A	Tennessee Hollow w/Gorges	Geometric Confirmation	20	04-Apr-11	20-Apr-11	11A	Tennessee Hollow w/Gorges
A5140	60	09-May-11	20-May-11	11A	A5130	Tennessee Hollow w/Gorges - Draft Bridge Hydraulics Report	60	09-May-11	20-May-11	11A	A5130
A5150	60	09-May-11	20-May-11	11A	A5140	Tennessee Hollow w/Gorges - Type Selection Report	60	09-May-11	20-May-11	11A	A5140
A5320	15	21-May-11	03-Jun-11	11A	A5150	Tennessee Hollow w/Gorges - Type Selection Report QA/QC	15	21-May-11	03-Jun-11	11A	A5150
A5160	15	08-Jun-11	17-Jun-11	11A	A5320	Tennessee Hollow w/Gorges - Caltrans Review Type Selection Report & TS Meeting	15	08-Jun-11	17-Jun-11	11A	A5320
A1130	65	06-Jun-11	17-Oct-11	11A	A5160	Tennessee Hollow w/Gorges - Type Selection Report Comment Resolution	65	06-Jun-11	17-Oct-11	11A	A5160
A5170	10	11-Jul-11	25-Jul-11	11A	A1130	Tennessee Hollow w/Gorges - Intermediate Design	10	11-Jul-11	25-Jul-11	11A	A1130
A5180	6	06-Oct-11	17-Oct-11	11A	A5170	Tennessee Hollow w/Gorges - Final Type Selection Report	6	06-Oct-11	17-Oct-11	11A	A5170
A5330	74	18-Oct-11	01-Feb-12	11A	A5180	Tennessee Hollow w/Gorges - Final Bridge Hydraulics Report	74	18-Oct-11	01-Feb-12	11A	A5180
A1140	15	18-Oct-11	01-Feb-12	11A	A5330	Tennessee Hollow w/Gorges - Intermediate Design QA/QC	15	18-Oct-11	01-Feb-12	11A	A5330
A1200	5	07-Nov-11	11-Nov-11	11A	A1140	Tennessee Hollow w/Gorges - Final Design / Independent Check / Design Certificate	5	07-Nov-11	11-Nov-11	11A	A1140
A5240	15	12-Nov-11	01-Feb-12	11A	A1200	Tennessee Hollow w/Gorges - Caltrans Review Intermediate Design	15	12-Nov-11	01-Feb-12	11A	A1200
A1240	15	02-Feb-12	19-Feb-12	11A	A5240	Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Intermediate Design	15	02-Feb-12	19-Feb-12	11A	A5240
A1320	5	22-Feb-12	29-Feb-12	11A	A1240	Tennessee Hollow w/Gorges - Final Design QA/QC	5	22-Feb-12	29-Feb-12	11A	A1240
A1330	25	29-Feb-12	09-Apr-12	11A	A1320	Tennessee Hollow w/Gorges - Caltrans Review Final Design	25	29-Feb-12	09-Apr-12	11A	A1320
A5350	5	28-Mar-12	02-Apr-12	11A	A1330	Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Final Design	5	28-Mar-12	02-Apr-12	11A	A1330
A5360	24	31-Mar-11	01-May-12	11A	A5350	Tennessee Hollow w/Gorges - RFC Design QA/QC	24	31-Mar-11	01-May-12	11A	A5350
Grand Interchange	210	01-May-11	01-May-12	11A	A5360	Grand Interchange - Geometric Confirmation	210	01-May-11	01-May-12	11A	A5360
A5190	60	01-Jul-11	12-Apr-11	11A	Grand Interchange	Draft Bridge Hydraulics Report	60	01-Jul-11	12-Apr-11	11A	Grand Interchange
A5210	60	15-Jul-11	31-Jul-11	11A	A5190	Grand Interchange - Type Selection Report	60	15-Jul-11	31-Jul-11	11A	A5190
A5360	15	01-Aug-11	12-Aug-11	11A	A5210	Grand Interchange - Type Selection Report QA/QC	15	01-Aug-11	12-Aug-11	11A	A5210
A5270	15	12-Aug-11	30-Aug-11	11A	A5360	Grand Interchange - Caltrans Review Type Selection Report	15	12-Aug-11	30-Aug-11	11A	A5360
A5220	10	28-Aug-11	30-Sep-11	11A	A5270	Grand Interchange - Type Selection Report Comment Resolution	10	28-Aug-11	30-Sep-11	11A	A5270
A1210	65	01-Sep-11	05-Oct-11	11A	A5220	Grand Interchange - Intermediate Design	65	01-Sep-11	05-Oct-11	11A	A5220
A5230	10	05-Oct-11	19-Oct-11	11A	A1210	Grand Interchange - Final Type Selection Report	10	05-Oct-11	19-Oct-11	11A	A1210
A5240	10	05-Oct-11	19-Oct-11	11A	A5230	Grand Interchange - Final Bridge Hydraulics Report	10	05-Oct-11	19-Oct-11	11A	A5230

Activity Name: Grand Interchange - Geometric Confirmation

Activity Name: Grand Interchange - Draft Bridge Hydraulics Report

Activity Name: Grand Interchange - Type Selection Report

Activity Name: Grand Interchange - Type Selection Report QA/QC

Activity Name: Grand Interchange - Caltrans Review Type Selection Report

Activity Name: Grand Interchange - Type Selection Report Comment Resolution

Activity Name: Grand Interchange - Intermediate Design

Activity Name: Grand Interchange - Final Type Selection Report

Activity Name: Grand Interchange - Final Bridge Hydraulics Report

Activity Name: Tennessee Hollow w/Gorges - Geometric Confirmation

Activity Name: Tennessee Hollow w/Gorges - Draft Bridge Hydraulics Report

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report QA/QC

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Type Selection Report & TS Meeting

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report Comment Resolution

Activity Name: Tennessee Hollow w/Gorges - Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Final Type Selection Report

Activity Name: Tennessee Hollow w/Gorges - Final Bridge Hydraulics Report

Activity Name: Tennessee Hollow w/Gorges - Intermediate Design QA/QC

Activity Name: Tennessee Hollow w/Gorges - Final Design / Independent Check / Design Certificate

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Final Design QA/QC

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Final Design

Activity Name: Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Final Design

Activity Name: Tennessee Hollow w/Gorges - RFC Design

Activity Name: Tennessee Hollow w/Gorges - RFC Design QA/QC

Activity Name: Grand Interchange - Geometric Confirmation

Activity Name: Grand Interchange - Draft Bridge Hydraulics Report

Activity Name: Grand Interchange - Type Selection Report

Activity Name: Grand Interchange - Type Selection Report QA/QC

Activity Name: Grand Interchange - Caltrans Review Type Selection Report

Activity Name: Grand Interchange - Type Selection Report Comment Resolution

Activity Name: Grand Interchange - Intermediate Design

Activity Name: Grand Interchange - Final Type Selection Report

Activity Name: Grand Interchange - Final Bridge Hydraulics Report

Activity Name: Victory & Veterans Off-Ramp - Geometric Confirmation

Activity Name: Victory & Veterans Off-Ramp - Draft Bridge Hydraulics Report

Activity Name: Victory & Veterans Off-Ramp - Type Selection Report

Activity Name: Victory & Veterans Off-Ramp - Type Selection Report QA/QC

Activity Name: Victory & Veterans Off-Ramp - Caltrans Review Type Selection Report & TS Meeting

Activity Name: Victory & Veterans Off-Ramp - Type Selection Report Comment Resolution

Activity Name: Victory & Veterans Off-Ramp - Final Type Selection Report

Activity Name: Victory & Veterans Off-Ramp - Final Bridge Hydraulics Report

Activity Name: Victory & Veterans Off-Ramp - Intermediate Design

Activity Name: Victory & Veterans Off-Ramp - Intermediate Design QA/QC

Activity Name: Victory & Veterans Off-Ramp - Caltrans Review Intermediate Design

Activity Name: Victory & Veterans Off-Ramp - Final Design / Independent Check / Design Certificate

Activity Name: Victory & Veterans Off-Ramp - Comment Resolution of Caltrans Intermediate Design

Activity Name: Victory & Veterans Off-Ramp - Final Design QA/QC

Activity Name: Victory & Veterans Off-Ramp - Caltrans Review Final Design

Activity Name: Victory & Veterans Off-Ramp - Comment Resolution w/Caltrans Final Design

Activity Name: Victory & Veterans Off-Ramp - RFC Design

Activity Name: Victory & Veterans Off-Ramp - RFC Design QA/QC

Activity Name: Tennessee Hollow w/Gorges - Geometric Confirmation

Activity Name: Tennessee Hollow w/Gorges - Draft Bridge Hydraulics Report

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report QA/QC

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Type Selection Report & TS Meeting

Activity Name: Tennessee Hollow w/Gorges - Type Selection Report Comment Resolution

Activity Name: Tennessee Hollow w/Gorges - Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Final Type Selection Report

Activity Name: Tennessee Hollow w/Gorges - Final Bridge Hydraulics Report

Activity Name: Tennessee Hollow w/Gorges - Intermediate Design QA/QC

Activity Name: Tennessee Hollow w/Gorges - Final Design / Independent Check / Design Certificate

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Intermediate Design

Activity Name: Tennessee Hollow w/Gorges - Final Design QA/QC

Activity Name: Tennessee Hollow w/Gorges - Caltrans Review Final Design

Activity Name: Tennessee Hollow w/Gorges - Comment Resolution of Caltrans for Final Design

Activity Name: Tennessee Hollow w/Gorges - RFC Design

Activity Name: Tennessee Hollow w/Gorges - RFC Design QA/QC

Activity Name: Grand Interchange - Geometric Confirmation

Activity Name: Grand Interchange - Draft Bridge Hydraulics Report

Activity Name: Grand Interchange - Type Selection Report

Activity Name: Grand Interchange - Type Selection Report QA/QC

Activity Name: Grand Interchange - Caltrans Review Type Selection Report

Activity Name: Grand Interchange - Type Selection Report Comment Resolution

Activity Name: Grand Interchange - Intermediate Design

Activity Name: Grand Interchange - Final Type Selection Report

Activity Name: Grand Interchange - Final Bridge Hydraulics Report

Actual Work

Remaining Work

Milestone

Activity Name	Original Start	Original Duration	Final Start	Final Duration	Total	Final
A5370	15-Nov-11	15	05-Dec-11	15	15	15
A1220	05-Dec-11	25	05-Feb-12	25	25	25
A1250	15-Dec-11	20	20-Dec-11	20	20	20
A1270	05-Dec-11	18	05-Jan-12	18	18	18
A5390	15-Dec-11	15	05-Feb-12	15	15	15
A1340	15-Jan-12	15	15-Jan-12	15	15	15
A1290	15-Jan-12	15	15-Jan-12	15	15	15
A5360	15-Jan-12	15	15-Jan-12	15	15	15
Battery Tunnel	15-Jan-12	15	15-Jan-12	15	15	15
A5520	23-Mar-11	12	23-Mar-11	12	12	12
A5530	23-Mar-11	12	23-Mar-11	12	12	12
A5670	04-Apr-11	20	04-Apr-11	20	20	20
A5510	25-Apr-11	12	25-Apr-11	12	12	12
A5480	25-Apr-11	12	25-Apr-11	12	12	12
A5480	25-Apr-11	12	25-Apr-11	12	12	12
A5500	25-Apr-11	12	25-Apr-11	12	12	12
A5540	15-May-11	26	15-May-11	26	26	26
A5550	15-May-11	26	15-May-11	26	26	26
A5560	15-May-11	26	15-May-11	26	26	26
A1300	12-Jun-11	25	12-Jun-11	25	25	25
A1510	25-Oct-11	21	25-Oct-11	21	21	21
A1500	25-Oct-11	21	25-Oct-11	21	21	21
A1500	25-Oct-11	21	25-Oct-11	21	21	21
A5570	15-Sep-11	15	15-Sep-11	15	15	15
A5420	15-Sep-11	15	15-Sep-11	15	15	15
A1390	26-Oct-11	10	26-Oct-11	10	10	10
A1410	26-Oct-11	10	26-Oct-11	10	10	10
A1500	05-Feb-12	21	05-Feb-12	21	21	21
A1570	26-Oct-11	21	26-Oct-11	21	21	21
A1570	26-Oct-11	21	26-Oct-11	21	21	21
A5430	15-Nov-11	21	15-Nov-11	21	21	21
A1780	15-Nov-11	21	15-Nov-11	21	21	21
A1790	04-Feb-12	18	04-Feb-12	18	18	18
A1400	22-Mar-12	22	22-Mar-12	22	22	22
A1400	22-Mar-12	22	22-Mar-12	22	22	22
A1500	22-Mar-12	22	22-Mar-12	22	22	22
A1500	22-Mar-12	22	22-Mar-12	22	22	22
A5690	10-Mar-12	22	10-Mar-12	22	22	22
Ma Hill Tunnel & Electrical Substations	27-Jun-12	25	27-Jun-12	25	25	25
A5590	31-Mar-11	12	31-Mar-11	12	12	12
A5600	31-Mar-11	12	31-Mar-11	12	12	12
A5640	24-Aug-11	24	24-Aug-11	24	24	24
A5620	24-Aug-11	24	24-Aug-11	24	24	24
A5600	24-Aug-11	24	24-Aug-11	24	24	24
A5610	24-Aug-11	24	24-Aug-11	24	24	24
A5600	24-Aug-11	24	24-Aug-11	24	24	24
A5690	15-Sep-11	15	15-Sep-11	15	15	15
A4280	26-Sep-11	20	26-Sep-11	20	20	20
A4270	26-Sep-11	20	26-Sep-11	20	20	20
A4340	26-Sep-11	20	26-Sep-11	20	20	20
A4370	26-Sep-11	20	26-Sep-11	20	20	20
A4340	26-Sep-11	20	26-Sep-11	20	20	20
A1420	05-Oct-11	19	05-Oct-11	19	19	19
A5680	14-Oct-11	27	14-Oct-11	27	27	27
A5440	20-Dec-11	26	20-Dec-11	26	26	26
A1430	15-Jan-12	26	15-Jan-12	26	26	26
A4280	25-Apr-12	11	25-Apr-12	11	11	11
A4290	25-Apr-12	11	25-Apr-12	11	11	11
A4300	25-Apr-12	11	25-Apr-12	11	11	11
A1810	14-Feb-12	20	14-Feb-12	20	20	20
A5450	15-Apr-12	25	15-Apr-12	25	25	25
A2070	15-Apr-12	25	15-Apr-12	25	25	25
A2860	15-May-12	25	15-May-12	25	25	25
A4300	20-Jun-12	20	20-Jun-12	20	20	20
A4310	20-Jun-12	20	20-Jun-12	20	20	20
A4380	10-Jul-12	20	10-Jul-12	20	20	20
A5480	10-Jul-12	20	10-Jul-12	20	20	20
DB Bridge Over Hook Ramp - NB Bridge along DO12	05-Jul-12	21	05-Jul-12	21	21	21
Planning and Procurement	08-Oct-11	26	08-Oct-11	26	26	26
IP Setup	08-Jul-11A	7	08-Jul-11A	7	7	7

2011 2012 2013 2014

J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A

Page 7 of 10

Task filter: All Activities

Actual Work

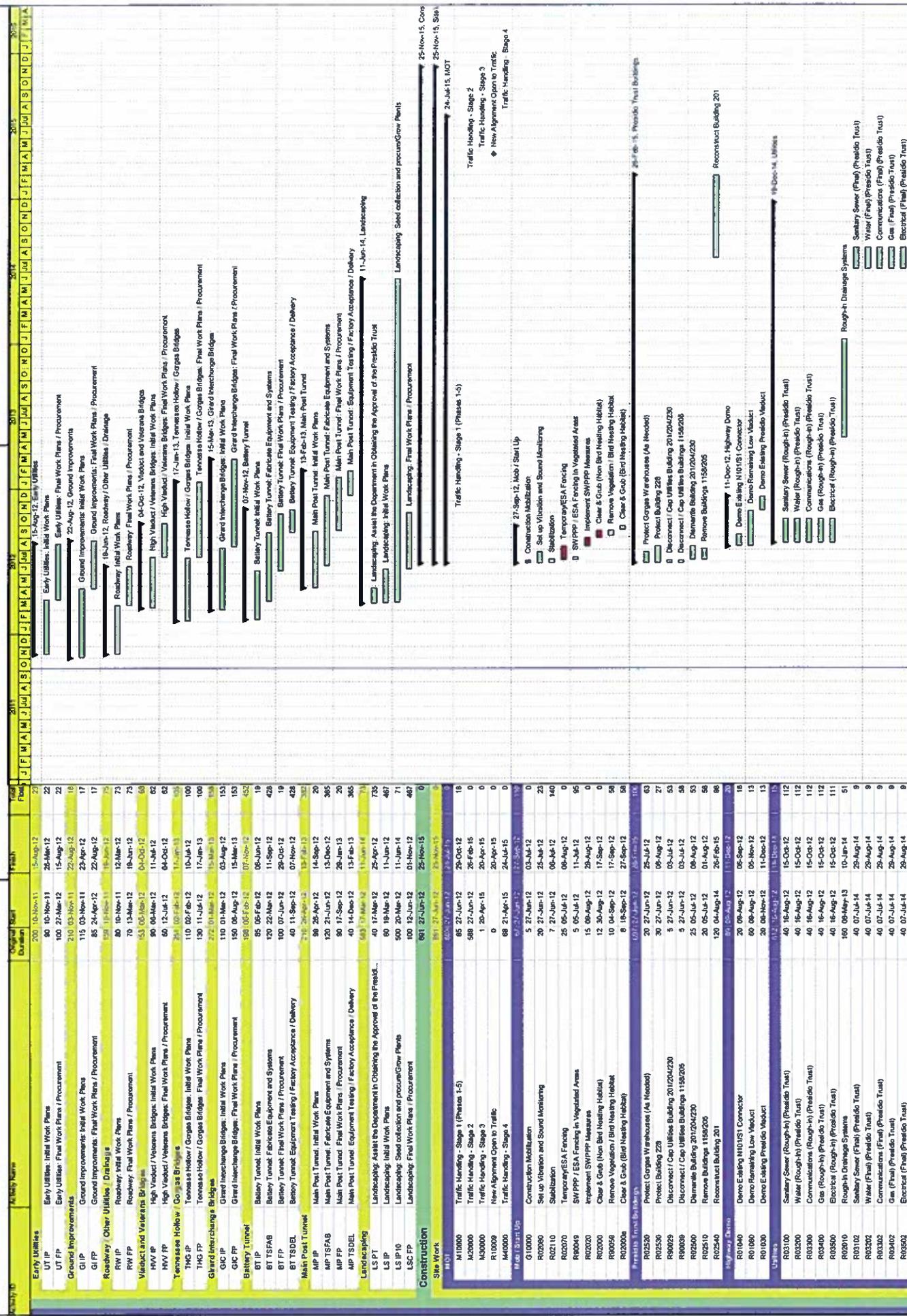
Remaining Work

Critical Remaining Work

Milestone

Summary

© Primavera Systems, Inc.



Legend:

- Actual Work
- Critical Remaining Work
- Remaining Work
- ◆ Milestone

Page 8 of 10 TASK filter: All Activities

Summary

© Primavera Systems, Inc.

ATTACHMENT C

FORM OF PAYMENT REQUEST



PRESIDIO PARKWAY PROJECT

Attachment C to First Amendment
Public-Private Partnership Agreement
Contract Number 04-1637U4

Presidio Parkway Schedule of Values		Pay Period:	tbd	Status of not completed submittals		
Description	Current status	Start Date or Comment about Status if completed.	Submission Date	Planned Total Time in Days	Time Elapsed through Pay Period	Percentage of Elapsed Time
Project Management Plan						
HNTB Input for Initial PMP	percentage					
HNTB Input for Subsequent PMP	percentage					
System Wide ITS						
Intermediate Phase	percentage					
Final Phase	percentage					
RFC Phase	percentage					
Geotech (Field Program & GDR)						
Ground Improvements/CDSM						
Intermediate Plans	percentage					
Final Plans	percentage					
RFC Plans	percentage					
Roadway / Civil Package						
Main Roadway Package						
Conceptual & Layout Plans	percentage					
Intermediate Plans	percentage					

Final Plans	percentage
RFC Plans	percentage
Drainage Plans & Report	
Conceptual Plans	percentage
Intermediate Plans & Report	percentage
Final Plans & Report	percentage
RFC Plans	percentage
NB/SB Presidio Viaduct & Veterans Off Ramp Package	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Tennessee Hollow/Gorgas Package	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Phase	percentage
RFC Plans	percentage
Girard Interchange Package	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Battery Tunnel Package	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Main Post Tunnel & Electrical Substation Package	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Landscaping (\$1M portion of allowance)	

Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Hook Ramp Bridge	
Conceptual Plans	percentage
Intermediate Plans	percentage
Final Plans	percentage
RFC Plans	percentage
Design Management and Contract Management	
Through August 1, 2011	na
Monthly Cost, August 2011 through June 2012, 11 months @ \$302k	na



PRESIDIO PARKWAY PROJECT

Attachment C to First Amendment
Public-Private Partnership Agreement
Contract Number 04-1637U4

Presidio Parkway Schedule of Values				
Description	Schedule of Values	Qty	UoM	
Project Management Plan				
HNTB Input for Initial PMP	\$ 44,300	1	LS	
HNTB Input for Subsequent PMP	\$ 13,000	1	LS	
System Wide ITS				
Intermediate Phase	\$ 126,900	1	LS	
Final Phase	\$ 62,100	1	LS	
RFC Phase	\$ 44,900	1	LS	

Previous Estimates	Current Estimate		Total To Date		Remaining Contract	
	Qty	Amount	Qty	Amount	Qty	Amount
		\$		\$	1.00	\$ 44,300
		\$		\$	1.00	\$ 13,000
		\$		\$		\$ -
		\$		\$	1.00	\$ 126,900
		\$		\$	1.00	\$ 62,100
		\$		\$		\$ 44,900

ATTACHMENT D

**FORM OF CERTIFICATE
Certificate**

[____], 2011

Pursuant to Section 11.7.3.2 of the Public-Private Partnership Agreement, dated as of January 3, 2011 (the "Agreement"), as set forth in the First Amendment to the Agreement dated _____, 2011, each between Golden Link Concessionaire, LLC ("Developer") and the California Department of Transportation (the "Department"), Developer and [firm name] DO HEREBY CERTIFY to the Department as of the date first set forth above that:

(a) [firm name] has provided Developer services in the form of [Insert line item from Part 3 of Attachment A "Developer List of Values"]

(b) [firm name] is due and owing, or has been paid, for [Insert Details of Line Item from Part 3 of Attachment A "Developer List of Values"] rendered and completed to date the amount of \$[].

(c) [Insert additional items if required.]

(d) The person executing this certificate has personal knowledge of the matters certified and has full right, power and authority to execute and deliver this certificate on behalf of the firm for which he or she is signing.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate as of the date first above written.

[Firm Name]

By: _____
Name: [____]
Title: [_____]

GOLDEN LINK CONCESSIONAIRE, LLC

By: _____
Name: [____]
Title: [_____]