

DEPARTMENT OF TRANSPORTATION

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October 6, 2011

Re: Golden Link Concessionaire LLC, c/o HOCHTIEF PPP Solutions North America Inc.
Certain Obligations Upon Rescission of Contract

Reference is made to that certain Public-Private Partnership Agreement by and between the California Department of Transportation, a public agency of the State of California (the "Department") and Golden Link Concessionaire LLC, a California limited liability company (the "Developer" and, with the Department, the "Parties"), including any and all Appendices and amendments thereto and including the First Amendment of even date herewith (as it may be further amended, modified or supplemented from time to time, the "PPP Agreement"). Terms used but not defined herein have the meanings ascribed thereto in the PPP Agreement.

The Parties acknowledge that the Department is currently engaged in litigation, commenced on November 2, 2010 by Professional Engineers in California Government in the Superior Court for the State of California (the "PECG Litigation"). The Parties acknowledge that the Professional Engineers in California Government has filed a petition with the California Supreme Court seeking review of the judgment of the California Court of Appeal denying relief in the PECG Litigation.

In the event that the PPP Agreement is terminated before Financial Close due to (a) issuance of a final order by a court of competent jurisdiction, whether in the PECG Litigation or otherwise, to the effect that the PPP Agreement is void, voidable, and/or unenforceable or impossible to perform in its entirety for reasons beyond the reasonable control of Developer, or (b) issuance of a final order by a court of competent jurisdiction upholding the binding effect on Developer of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or the Department under the PPP Agreement or related contract documents or impossibility of exercising a fundamental right of Developer or the Department under the PPP Agreement or related contract documents ("Terminated") the Department hereby separately agrees that it shall pay compensation to Developer calculated as follows, without duplication of any analogous amount paid under the PPP Agreement:

1. Outstanding amounts due, if any, 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 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 IPDC Resumption Date or before Developer has taken all reasonably necessary action to resume the IPDC, or (b) \$1,000,000, if the date of notice of termination occurs on or after the IPDC Resumption Date and Developer has taken all reasonably necessary action to resume the IPDC; plus
5. The amount of the stipend set forth in the RFP.

"External costs" means only those costs that are payable for work or services performed by Contractors that are not Equity Members or Affiliates between the Effective Date and the date on which the PPP Agreement was Terminated. "External costs" expressly excludes costs of work and services performed by, and the overhead costs of, Developer, Equity Members and Affiliates.

The Parties agree and acknowledge that nothing in this Letter Agreement shall supersede any provision of the PPP Agreement nor modify any of the rights or obligations of the Parties contained therein so long as the PPP Agreement remains in full force and effect.

The Parties agree and acknowledge that the Department is authorized, independently of the authority under Streets and Highways Code Section 143, to contract and pay for such services pursuant to Government Code Section 14131.

The Department represents that this Letter Agreement is legal, valid, binding and enforceable against the Department in accordance with its terms.

This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and to be performed in the State of California.

This Letter Agreement may be executed in two or more counterparts, all of which together shall be considered a single instrument.

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Page 3

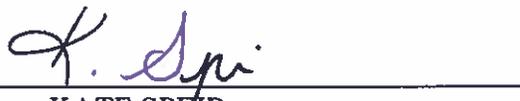
Very truly yours,

California Department of Transportation

By: 
Name: MALCOLM DOUGHERTY
Title: Acting Director

AGREED TO AND ACCEPTED as of
the date first written above:

Golden Link Concessionaire, LLC

By: 
Name: KATE SPEIR
Title: General Manager