

**FIRST AMENDMENT**

*TO*

**PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT**

**TO DESIGN, BUILD, FINANCE AND MAINTAIN**

**THE PENNDOT MAJOR BRIDGES PROJECT  
"PACKAGE ONE" MAJOR BRIDGES P3 PROJECT**

**by and between**

**THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION,  
an executive agency of the Commonwealth of Pennsylvania,  
as the Department**

**and**

**Bridging Pennsylvania Developer I, LLC,  
a Delaware limited liability company,  
as the Development Entity**

**Dated as of December 22, 2022**

This FIRST AMENDMENT TO PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT TO DESIGN, BUILD, FINANCE AND MAINTAIN "PACKAGE ONE" OF THE MAJOR BRIDGES P3 PROJECT (this "Amendment") is entered into and effective as of December 22, 2022 (the "Effective Date"), by and between the Pennsylvania Department of Transportation ("Department"), an executive agency of the Commonwealth of Pennsylvania, and Bridging Pennsylvania Developer I, LLC, a Delaware limited liability company ("Development Entity"). The Department and the Development Entity are referred to in this Amendment as the "Parties" or individually, as a "Party."

## RECITALS

**WHEREAS**, the Parties have previously executed and delivered a certain Public-Private Transportation Partnership Agreement to Design, Build, Finance and Maintain "Package One" of the Major Bridges P3 Project (the "Existing Project Agreement"), dated November 29, 2022, with respect to the design, construction, financing, and routine and life cycle maintenance of the following Bridges (as defined in the Existing Project Agreement): I-81 Susquehanna, I-80 Nescopeck Creek Bridge, I-78 Lenhartsville Bridge, I-80 Over Lehigh River Bridge, I-80 Canoe Creek Bridge, and I-80 North Fork Bridge, and all associated assets, work products and activities, in each case, expressly required under the terms and conditions of the Existing Project Agreement (the "Project");

**WHEREAS**, the Parties acknowledge and agree that the Existing Project Agreement, by its terms, anticipates performance by the Development Entity of those obligations to effect Financial Close for the Project;

**WHEREAS**, the Parties seek to perform their respective obligations under Section 4.7.11 of the Existing Project Agreement in connection with Financial Close;

**WHEREAS**, the Parties seek to amend the Existing Project Agreement and enter into this Amendment also to set forth their understandings and agreements with respect to certain matters related to the Project;

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree that the Existing Project Agreement shall be amended as follows:

1. **Definitions**. All capitalized terms not otherwise defined in this Amendment, including in the recitals above, shall have the meanings ascribed to them by the Existing Project Agreement.
2. **Amendment of Exhibit 16 (Forms of P&P Bonds)**. Exhibit 16 (Forms of P&P Bonds) of the Existing Project Agreement is hereby amended, restated, and replaced by Exhibit 16A (Forms of P&P Bonds) attached hereto.
3. **Amendment of Exhibit 17 (List of Initial Funding Agreements and Security Documents)**. Pursuant to Section 4.7.11 (Amendment to Project Agreement Following Financial Close) of the Existing Project Agreement, Exhibit 17 (List of Initial Funding Agreements and Security Documents) to the Existing Project Agreement is hereby amended, restated, and replaced by Exhibit 17A (List of Initial Funding Agreements and Security Documents) attached hereto.
4. **Amendment of Section 20.2.1 (Restrictions on Equity Transfers and Change of Control)**. The first sentence of Section 20.2.1 (Restrictions on Equity Transfers and Change of Control) of the Existing Project Agreement is hereby amended and restated as follows:

The Parties acknowledge and agree that no less than 51% of the equity ownership of the Development Entity shall be held directly or indirectly by the Equity Members as of Financial Close until two years following the Final Acceptance Date.

5. **Amendment of Definition of Base MAP.** The definition of "Base MAP" or "Base Maximum Availability Payment" set forth in Exhibit 1 (Acronyms, Abbreviations and Definitions) to the Existing Project Agreement is hereby amended and restated as follows: "means \$139,382,048.04".

6. **Attachment of Technical Provisions, as amended or amended and restated, as applicable.**

(a) The Existing Project Agreement is hereby amended to add Exhibit 22 (Technical Provisions) to this Amendment as Exhibit 22 (Technical Provisions) to the Existing Project Agreement.

(b) Section 1.2.1.3 (Contract Documents; Order of Precedence) of the Existing Project Agreement is hereby amended and restated as follows: "all exhibits (other than PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*) and PA Exhibit 22 (*Technical Provisions*))."

(c) The first sentence of the definition of "Technical Provisions" set forth in Exhibit 1 (Acronyms, Abbreviations and Definitions) to the Existing Project Agreement is hereby amended as follows: "means the "PennDOT Pathways Major Bridge P3 Initiative Technical Provisions" attached as PA Exhibit 22 (*Technical Provisions*), as such documents that comprise the Technical Provisions may individually or collectively be changed, added to or replaced pursuant to the Contract Documents."

7. **Amendment of Addressees for Notices and other Formal Communications.**

(a) Section 25.11.2 of the Existing Project Agreement is hereby amended and restated in its entirety as follows:

**25.11.2** All Formal Communications to the Development Entity shall be delivered to the following address or as otherwise directed by the Development Entity's Authorized Representative:

Bridging Pennsylvania Developer I, LLC  
125 West 55<sup>th</sup> Street  
New York, NY 10019  
Email: [sarah.schick@macquarie.com](mailto:sarah.schick@macquarie.com)  
Attention: Project Manager / Director

*With copy to:*

Email: [maccaplegalamericas@macquarie.com](mailto:maccaplegalamericas@macquarie.com)

(b) Section 25.11.3 of the Existing Project Agreement is hereby amended and restated in its entirety as follows:

**25.11.3** All Formal Communications to the Department shall be marked as regarding the "Package One Major Bridges Project" and shall be delivered to the following address or as otherwise directed by the Department's Authorized Representative:

Pennsylvania Department of Transportation  
Public-Private Transportation Partnerships Office, 6<sup>th</sup> Floor  
400 North Street  
Harrisburg, Pennsylvania 17120-0041  
E-mail: [ra-pdp3majorbridges@pa.gov](mailto:ra-pdp3majorbridges@pa.gov)  
Attention: Director

*with a copies to:*

Pennsylvania Department of Transportation  
Office of Chief Counsel  
P.O. 8212  
Harrisburg, Pennsylvania 17105-8212  
Attention: Chief Counsel

Pennsylvania Department of Transportation  
Highway Administration  
400 North Street  
Harrisburg, Pennsylvania 17120  
Email: [MBP3ProjectTeam@pa.gov](mailto:MBP3ProjectTeam@pa.gov)  
Attention: MB P3 Project Manager

*For insurance policies, endorsements, only to:*

Pennsylvania Department of Transportation  
Public-Private Transportation Partnerships Office, 6<sup>th</sup> Floor  
400 North Street  
Harrisburg, Pennsylvania 17120-0041  
Attention: Director

8. **Correction of Typographical Errors.** The following adjustments to the Existing Project Agreement are hereby effectuated for the purpose of correcting typographical errors contained therein:

(a) The reference to “Submittals Requirements Database” in Section 3.4.2.4 (Conditions to Commencement of Construction Work) of the Existing Project Agreement is hereby amended to “Submittal Packaging Requirements Database”.

(b) The reference to “Project Documents” in Section 15.1.2.2 (Request for Change Proposal) of the Existing Project Agreement is hereby amended to “Contract Documents”.

(c) The reference to “PA Section 14.3.4.3 (Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Final Completion)” in Section 19.4.4.1b (Department Options upon the Development Entity Notice) of the Existing Project Agreement is hereby amended to “PA Section 14.3.4.3 (Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion)”.

(d) The reference to “Final Completion Date” in Section 20.2.1 (Restrictions on Equity Transfers and Change of Control) of the Existing Project Agreement is hereby amended to “Final Acceptance Date”.

9. **Cooperation.** The Parties agree, at their sole cost and expense, to cooperate with the other Party in good faith, as needed, in performing the duties and activities set forth in this Amendment.

10. **Confirmation.** Except as may be amended and supplemented by this Amendment, the Existing Project Agreement and this Amendment shall be read, taken and construed as one and the same instrument, and all references to the “Project Agreement” set forth in the Existing Project Agreement shall henceforth be deemed to refer to the Existing Project Agreement as amended by this Amendment.

11. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth without regard to conflict of laws principles and the Development Entity consents to the jurisdiction of the applicable courts of the Commonwealth.


12. **Effective Date.** This Amendment shall become effective as of the date of the last Commonwealth signature.

13. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

*[Signatures begin on succeeding page]*

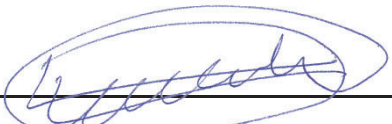
IN WITNESS WHEREOF, the Parties, intending to be legally bound and have executed this Amendment as of the Effective Date.

**BRIDGING PENNSYLVANIA DEVELOPER I, LLC**

By:  12/13/22

Name: Sarah Schick

Title: Authorized Representative


By:  12/13/22

Name: Lucas Lahitou

Title: Authorized Person


[Department signature appears on succeeding page]

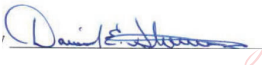
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

By:  12/13/22  
Secretary of Transportation

APPROVED AS TO FORM AND LEGALITY

By:  12/13/22  
Department Agency Counsel

By:  2022.12.15  
15:39:58 -05'00'  
Office of General Counsel

By:  Digitally signed by David E. Stover,  
Senior Deputy Attorney General  
Date: 2022.12.18 13:03:36 -05'00'  
Office of Attorney General

Encumbrance No. \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

Exhibit 16A

FORMS OF P&P BONDS

FORM OF PERFORMANCE BOND

(Bond No. \_\_\_\_\_)

KNOW ALL BY THESE PRESENTS, That we, [\_\_\_\_\_] *[Lead Construction Contractor]* of [\_\_\_\_\_] *[NTD: Principal's full address]* as PRINCIPAL, and [\_\_\_\_\_] *[NTD: surety's full legal name]*, as SURETY *[NTD: if co-sureties, add in additional surety information]*, are held and firmly bound unto [\_\_\_\_\_] *[Development Entity]*, as OBLIGEE in the full and just sum of \$[\_\_\_\_\_] *[NTD: value as determined under PA Section Error! Reference source not found. (P&P Bonds)]*, lawful money of the United States of America, to be paid to the OBLIGEE, or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. As used herein, "OBLIGEE" shall include the additional obligee(s) identified in the Dual Obligee Rider(s) to this Bond.

Sealed with our respective seals and dated this [\_\_\_] day of [\_\_\_\_\_], A.D. 202[\_\_\_].

Whereas, the OBLIGEE has undertaken to contract with the Commonwealth of Pennsylvania, acting by and through the Secretary of Transportation, for the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania ("PennDOT"), to perform work necessary to design, construct, finance, and maintain the [\_\_\_\_\_] *[NTD: name of Project]* (the "Project"), part of the PennDOT Major Bridges Project, pursuant to that certain Public-Private Transportation Partnership Agreement to Design, Build, Finance And Maintain the PennDOT Major Bridges Project "Package One" Major Bridges P3 Project (the "Project Agreement"); and

Whereas, the above bounden PRINCIPAL has entered into that certain Design-Build Contract dated November 29, 2022 with the OBLIGEE (as amended, the "Contract"), to perform the DB Work (as defined in the Contract) with respect to the Project in accordance with the requirements specified in the Project Agreement; and

WHEREAS, it was one of the conditions of the Project Agreement and the Contract that these presents should be executed, to become binding upon the date the said Project Agreement is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, the conditions of this obligation is such that if the above bounden PRINCIPAL, as contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, and its obligations thereunder, including the plans, specifications, requirements, terms, and conditions therein referred to and made a part thereof, and such alterations as may be made as therein provided for, and shall well and truly, and in a manner as set forth in such Contract, complete the DB Work, and shall save harmless the OBLIGEE from any expense incurred through the failure of said contractor to complete the DB Work as required thereunder, or for any damages as specified therein of said PRINCIPAL or its servants, and shall save and keep harmless the OBLIGEE against and from all losses to it from any cause whatsoever, including indemnities, liquidated damages, and termination compensation, in each case, in the manner of performing the DB Work under the Contract (but for the avoidance of doubt, not to exceed the above penal sum); then this obligation to be void or otherwise to be and remain in full force and virtue.

Whenever the PRINCIPAL shall be declared to be in default under the Contract and is in default under the Contract, then the SURETY [or CO-SURETIES], for value received, hereby stipulate[s] and agree[s] that reasonably promptly, in no case to exceed 45 days after having received written notice of default from the OBLIGEE, SURETY [or CO-SURETIES] will notify the OBLIGEE of its intention to:

- (1) remedy the applicable default;



- (2) waive its rights to either (i) perform and complete, or (ii) to arrange for completion, or (iii) obtain a new contract and upon such election, then promptly remit payment to the OBLIGEE of the full penal sum set forth herein in complete discharge and exoneration of this bond and of all the liabilities of the SURETY [or CO-SURETIES] relating to this bond;
- (3) undertake to perform and complete the DB Work (and satisfy any other applicable payment obligations) pursuant to the Contract either through (i) itself and its own forces or if appropriate, the PRINCIPAL (provided, that the SURETY may not select the PRINCIPAL or any affiliate of the PRINCIPAL to complete any portion of the DB Work for and on behalf of the SURETY without all OBLIGEEs' express written consent, each given in its sole discretion), or (ii) otherwise remedy the non-performance of the DB Work under the Contract by obtaining bids or negotiating proposals from qualified contractors approved by the OBLIGEE (and PennDOT where required under the Project Agreement) for a contract (meeting the terms, conditions and requirements of the Contract) for performance and completion of the DB Work in accordance with the terms and subject to the conditions, and covenants thereof; or
- (4) deny liability in whole or in part and notify the OBLIGEE, citing reasons therefor.

If the SURETY [or CO-SURETIES] do[es] not proceed as above with reasonable promptness (not to exceed such 45 day period), then SURETY [or CO-SURETIES] shall be in default on this bond seven days after receipt of an additional written notice from the OBLIGEE to the SURETY demanding that the SURETY [or CO-SURETIES] perform its obligations under this bond, and the OBLIGEE shall be entitled to enforce any remedy available to the OBLIGEE at law or in equity.

It is further provided that any alteration which may be made in the terms of the Contract or in the DB Work to be done under the Contract or the giving by the OBLIGEE of any extension of time for the performance of the Contract or any other forbearance on the part of either of the OBLIGEE or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY [or CO-SURETIES] or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY [or CO-SURETIES] of any such alteration, extension, or forbearance being hereby waived.

The aggregate liability of the SURETY [OR CO-SURETIES] under this Bond, to the OBLIGEE, is limited to the penal sum of the Bond.

***[/NTD: Use in case of multiple or co-sureties]*** The CO-SURETIES agree to empower a single representative with authority to act on behalf of all of the CO-SURETIES with respect to this bond, so that the OBLIGEE, CO-OBLIGEE[S], and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the OBLIGEE, or claimants to the CO-SURETIES and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the OBLIGEE designating a single new representative, signed by all of the CO-SURETIES. The initial representative shall be [\_\_\_\_], and correspondence to be directed at the following address(es): [\_\_\_\_].]

This bond shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania. Any dispute brought by the SURETY [(or CO-SURETIES)], the PRINCIPAL, or the OBLIGEE, directly relating to the rights and obligations of any of the foregoing persons or entity under this bond shall be filed, heard, and decided in the Commonwealth courts, which shall have exclusive jurisdiction and venue.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [ \_\_\_\_\_ ]/*NTD: Principal*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

Obligee: [ \_\_\_\_\_ ]/*NTD: the Development Entity*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)]

Surety: [ \_\_\_\_\_ ]/*NTD: Surety*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ \* (Seal)

[Co-Surety: [ \_\_\_\_\_ ]/*NTD: Co-Surety/ies*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ \* (Seal)

Attorney-in-Fact Certification: The undersigned attorney-in-fact by executing this Performance Bond certifies that he or she is licensed with the company named as surety for this Performance Bond and that to the best of his or her knowledge the said Surety [and Co-Surety/ies] is/[are each] licensed with the Pennsylvania Insurance Department.

**PERFORMANCE BOND DUAL OBLIGEE RIDER (Concurrent Execution)**

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. \_\_\_\_\_.

WHEREAS, on or about the \_\_\_ day of 2022, \_\_\_\_\_ **[Development Entity]** ("Primary Obligee"), entered into a written agreement with \_\_\_\_\_ the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, for the design, construction, financing, and maintenance of the \_\_\_\_\_ **[Name of Project]** (the "Project Agreement") and

WHEREAS, on or about the \_\_\_ day of 2022, \_\_\_\_\_ **[Lead Construction Contractor]** ("Principal"), entered into a written agreement with the Primary Obligee for the design and construction of the Project (the "Contract") and

WHEREAS, the Primary Obligee is required by the Project Agreement to provide a performance bond naming the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and \_\_\_\_\_ as Collateral Agent to the Lenders as additional obligee under the performance bond; and

WHEREAS, Principal is required by the Contract to provide such performance bond; and

WHEREAS, Principal and \_\_\_\_\_ ("Surety") have agreed to execute and deliver this Dual Obligee Rider in conjunction with Performance Bond No. \_\_\_\_\_ (the "Performance Bond").

NOW, THEREFORE, the undersigned hereby agree to and stipulate that the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and \_\_\_\_\_ as Collateral Agent to the Lenders are added to said bond as named obligees (hereinafter referred to as Additional Obligees"), subject to the conditions set forth below:

1. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein. Additional Obligees shall have only such rights under the Performance Bond that Primary Obligee would have.
2. All defined terms set forth in the Performance Bond shall have the same meanings herein.
3. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in the Performance Bond, to any or all of the Obligees (Primary Obligees and Additional Obligees), which is limited to the penal sum of the Performance Bond.
4. Except as expressly set forth in the Project Agreement, no additional obligees may be added to this Performance Bond without the express, prior, written consent of all obligees.

Except as herein modified, the Performance Bond shall be and remains in full force and effect.

*[Signatures continued on following page]*

IN WITNESS WHEREOF, the said PRINCIPAL, OBLIGEE, CO-OBLIGEES and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: \_\_\_\_\_ **[Lead Construction Contractor]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

Obligee: [ \_\_\_\_\_ ]/*Development Entity*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)]

Co-Obligee: Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

Co-Obligee: [ \_\_\_\_\_ ]/*NTD: Collateral Agent to the Lender(s)*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

[Co-Surety: [ \_\_\_\_\_ ]/*NTD: Co-Surety/ies*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ \* (Seal)

Attorney-in-Fact Certification: The undersigned attorney-in-fact by executing this Performance Bond Dual Obligee Rider certifies that he or she is licensed with the company named as Surety for this Performance Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

## FORM OF PAYMENT BOND

(Bond No. \_\_\_\_\_)

KNOW ALL BY THESE PRESENTS, That we, [\_\_\_\_\_] *[Lead Construction Contractor]* of [\_\_\_\_\_] *[NTD: Principal's full address]* as PRINCIPAL, and [\_\_\_\_\_] *[NTD: surety's full legal name]*, as SURETY *[NTD: if co-sureties, add in additional surety information]*, are held and firmly bound unto [\_\_\_\_\_] *[Development Entity]*, as OBLIGEE in the full and just sum of \$[\_\_\_\_\_] *[NTD: value as determined under PA Section Error! Reference source not found. (P&P B onds)]*, lawful money of the United States of America, to be paid to the OBLIGEE, or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. As used herein, "OBLIGEE" shall include the additional obligee(s) identified in the Dual Obligee Rider(s) to this Bond.

Sealed with our respective seals and dated this [\_\_\_] day of [\_\_\_\_\_], A.D. 202[\_\_\_].

Whereas, the OBLIGEE has undertaken to contract with the Commonwealth of Pennsylvania, acting by and through the Secretary of Transportation, for the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, to perform work necessary to design, construct, finance, and maintain the [\_\_\_\_\_] *[NTD: name of Project] (the "Project")*, part of the PennDOT Major Bridges Project, pursuant to that certain Public-Private Transportation Partnership Agreement to Design, Build, Finance And Maintain the PennDOT Major Bridges Project "Package One" Major Bridges P3 Project (the "Project Agreement"); and

Whereas, the above bounden PRINCIPAL entered into that certain Design-Build Contract dated November 29, 2022 with the OBLIGEE (as amended, the "Contract"), the DB Work (as defined in the Contract) with respect to the Project in accordance with the requirements specified in the Project Agreement; and

WHEREAS, it was one of the conditions of the Project Agreement and the Contract that these presents should be executed, to become binding upon the date the said Project Agreement is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, the conditions of this obligation is such that if the above bounden PRINCIPAL shall and will promptly or cause to be paid in full all sums of money which may be due by contractor, for all materials furnished or labor supplied or performed in the prosecution of PRINCIPAL'S obligations under the Contract, whether or not the said material or labor entered into and became component parts of the DB Work or improvement contemplated, and for rental of the equipment used and services rendered by public utilities in, or in connection with, the prosecution of such DB Work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the OBLIGEE herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the DB Work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such DB Work, and which has not been paid in full therefor, may sue *assumpsit* on this Payment Bond in its own name and may prosecute the same to final judgement for such sum or sums as may be justly due to it, and have execution thereon. Provided, however, that the OBLIGEE shall not be liable for the payment of any costs or expenses of such suit.

Recovery by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act, as amended from time to time, shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the Contract or in the DB Work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the OBLIGEE of any extension of time for the performance of the Contract or any other forbearance on the part of either the OBLIGEE or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY [or co-SURETIES] or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY [or CO-SURETIES] of any such alteration, extension, or forbearance being hereby waived.

The aggregate liability of the SURETY under the Bond, to any or all of the OBLIGEEES, is limited to the penal sum of the Bond.

**[/NTD: Use in case of multiple or co-sureties]** The CO-SURETIES agree to empower a single representative with authority to act on behalf of all of the CO-SURETIES with respect to this bond, so that the OBLIGEE, and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the OBLIGEE, or claimants to the CO-SURETIES and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the OBLIGEE designating a single new representative, signed by all of the CO-SURETIES. The initial representative shall be [\_\_\_\_], and correspondence to be directed at the following address(es): [\_\_\_\_].]

This bond shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania. Any dispute brought by the SURETY [(or CO-SURETIES)], the PRINCIPAL or, the OBLIGEE, directly relating to the rights and obligations of any of the foregoing persons or entity under this bond shall be filed, heard, and decided in the Commonwealth courts, which shall have exclusive jurisdiction and venue.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [ \_\_\_\_\_ ]/**NTD: Lead Construction Contractor**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ (Seal)

Obligee: [ \_\_\_\_\_ ]/**NTD: The Development Entity**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ (Seal)]

Surety: [ \_\_\_\_\_ ]/**NTD: Surety**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ \* (Seal)

[Co-Surety: [ \_\_\_\_\_ ]/**NTD: Co-Surety/ies**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ \* (Seal)

Attorney-in-Fact Certification: \*The undersigned attorney-in-fact by executing this Payment Bond certifies that he or she is licensed with the company named as Surety for this Payment Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

**PAYMENT BOND DUAL OBLIGEE RIDER (Concurrent Execution)**

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. \_\_\_\_\_.

WHEREAS, on or about the \_\_\_ day of 2022, \_\_\_\_\_ **[Development Entity]** ("Primary Obligee"), entered into a written agreement with \_\_\_\_\_ the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, for the design, construction, financing, and maintenance of the \_\_\_\_\_ **[Name of Project]** (the "Project Agreement") and

WHEREAS, on or about the \_\_\_ day of 2022, \_\_\_\_\_ **[Lead Construction Contractor]** ("Principal"), entered into a written agreement with the Primary Obligee for the design and construction of the Project (the "Contract") and

WHEREAS, the Primary obligee is required by the Project Agreement to provide a performance bond naming the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and \_\_\_\_\_ as Collateral Agent to the Lenders as additional obligee under the performance bond; and

WHEREAS, Principal is required by the Contract to provide such performance bond; and

WHEREAS, Principal and \_\_\_\_\_ ("Surety") have agreed to execute and deliver this Dual Obligee Rider in conjunction with Payment Bond No. \_\_\_\_\_ (the "Payment Bond").

NOW, THEREFORE, the undersigned hereby agree to and stipulate that the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and \_\_\_\_\_ as Collateral Agent to the Lenders are added to said bond as named obligees (hereinafter referred to as Additional Obligees"), subject to the conditions set forth below:

1. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein. Additional Obligees shall have only such rights under the Payment Bond that Primary Obligee would have.
2. All defined terms set forth in the Payment Bond shall have the same meanings herein.
3. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in the Payment Bond, to any or all of the Obligees (Primary Obligees and Additional Obligees), which is limited to the penal sum of the Payment Bond.
4. Except as expressly set forth in the Project Agreement, no additional obligees may be added to this Payment Bond without the express, prior, written consent of all obligees.

Except as herein modified, the Payment Bond shall be and remains in full force and effect.

*[Signatures continued on following page]*

IN WITNESS WHEREOF, the said PRINCIPAL, OBLIGEE, CO-OBLIGEES and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: \_\_\_\_\_ **[Lead Construction Contractor]**

By: \_\_\_\_\_



Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

Obligee: [ \_\_\_\_\_ ]/*Development Entity*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)]

Co-Obligee: Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

Co-Obligee: [ \_\_\_\_\_ ]/*NTD: Collateral Agent to the Lender(s)*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ (Seal)

[Co-Surety: [ \_\_\_\_\_ ]/*NTD: Co-Surety/ies*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_ \* (Seal)

Attorney-in-Fact Certification:

\* The undersigned attorney-in-fact by executing this Payment Bond Dual Obligee Rider certifies that he or she is licensed with the company named as Surety for this Payment Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

## Exhibit 17A

### LIST OF INITIAL FUNDING AGREEMENTS AND SECURITY DOCUMENTS

1. Loan Agreement, dated as of December 1, 2022, between the Pennsylvania Economic Development Financing Authority, as issuer, and the Development Entity, as borrower;
2. Deposit Account Control Agreement, dated as of December 22, 2022, by and among the Development Entity, US Bank Trust Company, National Association, as secured party, and Wells Fargo Bank, National Association, as account bank;
3. Collateral Agency Agreement, dated as of December 22, 2022, by and among the Development Entity, U.S. Bank Trust Company, National Association, as the collateral agent and the trustee, and U.S. Bank, National Association, as the securities intermediary;
4. Trust Indenture, dated as of December 1, 2022 (the “Indenture”), between the Pennsylvania Economic Development Financing Authority, as issuer, and U.S. Bank Trust Company, National Association, as trustee;
5. Direct Agreement, dated as of December 22, 2022, among the Development Entity, PennDOT, and U.S. Bank Trust Company, National Association, as the collateral agent;
6. Lead Construction Contractor Lenders’ Direct Agreement, dated as of December 22, 2022, by and among Bridging Pennsylvania Constructors, an unincorporated joint venture of Shikun & Binui – America Inc. and FCC Construction, Inc., the Development Entity, and U.S. Bank Trust Company, National Association, as collateral agent;
7. The Series 2022 Bonds (as defined in the Indenture), the form of which is attached as Exhibit A to the Indenture;
8. Security Agreement, dated as of December 22, 2022 by and between the Development Entity, as borrower and grantor, and U.S. Bank Trust Company, National Association, as the collateral agent;
9. Financing statements (UCC-1s), filed or to be filed on behalf of the following debtors in favor of U.S. Bank Trust Company, National Association, as the collateral agent:
  - a. the Development Entity;
  - b. Bridging Pennsylvania Holdco LLC; and
  - c. S&B USA Concessions – Pathways LP;
10. Equity Contribution Agreement, dated as of December 22, 2022, by and among the Development Entity, as borrower and grantor, and U.S. Bank Trust Company, National Association, as the collateral agent, Bridging Pennsylvania Holdco LLC, and S&B USA Concessions – Pathways LP;
11. Account Control Agreement, dated as of December 22, 2022, by and among Bridging Pennsylvania Constructors, an unincorporated joint venture of Shikun & Binui – America Inc. and FCC Construction, Inc., as pledgor, the Company, HSBC Bank USA, National Association, as account bank, and U.S. Bank Trust Company, National Association, as collateral agent;

12. Pledge Agreement, dated as of December 22, 2022 by and between Bridging Pennsylvania Holdco LLC, as pledgor, and U.S. Bank Trust Company, National Association, as collateral agent;
13. Pledge Agreement, dated as of December 22, 2022 by and between S&B USA Concessions – Pathways LP, as pledgor, and U.S. Bank Trust Company, National Association, as collateral agent;
14. Amended and Restated DB Work Guarantee, dated on or around December 22, 2022, by Shikun & Binui Ltd., for the benefit of the Development Entity; and
15. Amended and Restated DB Work Guarantee, dated on or around December 22, 2022, by FCC Construcción, S.A., for the benefit of the Development Entity.

**Exhibit 22**

**TECHNICAL PROVISIONS**

**[see separate attachment]**