



VOLUME

1

Executive Summary,  
Administrative Materials & Forms

Response to the Request For Proposals  
TO DEVELOP, DESIGN, CONSTRUCT, FINANCE, OPERATE AND MAINTAIN  
I-69 SECTION 5 PROJECT through a PUBLIC-PRIVATE AGREEMENT

SUBMITTED BY:



**I-69**  
DEVELOPMENT  
PARTNERS

*Driving Section 5 Forward through*  
**INNOVATION, QUALITY, & SUSTAINABILITY**

## Exhibit E

### SUMMARY AND ORDER OF PROPOSAL CONTENTS

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
<b>A. Executive Summary</b>		
Executive Summary ( <b>Exclude price information</b> )	No forms are provided	<u>Exhibit B, Section 3.1</u>
<b>B. Proposer Information, Certifications &amp; Documents</b>		
Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>
Authorization Documents	No forms are provided	<u>Exhibit B, Section 3.2.1</u>
Identification of Proposer and Equity Members	<u>Form B-1</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Major Participants, and Identified Contractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>
Letter accepting joint and several liability, if applicable	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.2</u>
Responsible Proposer and Major Participant Questionnaire	<u>Form C</u>	<u>Exhibit B, Section 3.2.3</u>
Industrial Safety Record for Proposer and Major Participants	<u>Form D (as applicable)</u>	<u>Exhibit B, Section 3.2.4</u>
Personnel Work Assignment Form and Commitment of Availability	<u>Form E</u>	<u>Exhibit B, Section 3.2.5</u>
Letter(s) Regarding Pre-Proposal Submittals	No forms are provided	<u>Exhibit B, Section 3.2.6</u>
Non-Collusion Affidavit	<u>Form F</u>	<u>Exhibit B, Section 3.2.7</u>
Buy America Certification	<u>Form G</u>	<u>Exhibit B, Section 3.2.8</u>

<b>Technical Proposal Component</b>	<b>Form (if any)</b>	<b>ITP Section Cross-Reference</b>
DBE Certification	<u>Form H</u>  No forms are provided for the DBE Performance Plan or Job Training Plan	<u>Exhibit B, Section 3.2.9</u>
Surety/Financial Institution Information	No forms are provided	<u>Exhibit B, Section 3.2.10</u>
Conflict of Interest Disclosure Statement	<u>Form I</u>	<u>Exhibit B, Section 3.2.11</u>
Equal Opportunity Employment Certification	<u>Form Q</u>	<u>Exhibit B, Section 3.2.12</u>
Lobbying Certification	<u>Form R</u>	<u>Exhibit B, Section 3.2.13</u>
Debarment and Suspension Certification	<u>Form S</u>	<u>Exhibit B, Section 3.2.14</u>
Insurance	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.15</u>
Confidential Contents Index	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.16</u>
<b>C. Proposer Election of Termination for Convenience Calculation Method</b>		
Election of Termination for Convenience Calculation Method	<u>Form V</u>	<u>Exhibit B, Section 3.4</u>
<b>D. Volume 1 Appendices</b>		
Copies of Organizational Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Proposer Teaming Agreement or Key Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Executed Contracts or Term Sheets/Heads of Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
<b>E. Proposal Security (Proposal Bond or Proposal Letter of Credit)</b>		
Proposal Bond	<u>Form K-1</u>	<u>Exhibit B, Section 3.3.1</u>
Proposal Letter of Credit	<u>Form K-2</u>	<u>Exhibit B, Section 3.3.2</u>

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
<b>F. Escrow Agreement</b>		
Escrow Agreement	<u>Form L</u>	<u>Exhibit B, Section 3.5</u>
<b>G. Preliminary Performance Plans</b>		
Preliminary Project Management Plan	No forms are provided	<u>Exhibit B, Section 4.1</u>
Preliminary Project Baseline Schedule for Design and Construction	No forms are provided	<u>Exhibit B, Section 4.1.2</u>
Completion Deadlines	<u>Form N</u>	<u>Exhibit B, Section 4.1.2</u>
Design-Build Plan	No forms are provided	<u>Exhibit B, Section 4.2</u>
Operations and Maintenance Approach	No forms are provided	<u>Exhibit B, Section 4.3</u>
<b>H. Volume 2 Appendices</b>		
Key Personnel Resumes	No forms are provided	<u>Exhibit B, Section 3.2.5</u>
Technical Drawings, Graphs and Data	No forms are provided	<u>Exhibit B, Section 4.2</u>

## Financial Proposal

Proposers shall follow the order of the Financial Checklist in their submissions. A referenced copy of this document shall be submitted with the Financial Proposal.

	Financial Proposal Component	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
<b>A.</b>	<b>Updated financial information</b> Proposer must provide the corporate and financial information identified in <u>Section 2.0 of Exhibit C</u> , for the Proposer, Equity Members, Design-Builder, any Guarantor and any other Financially Responsible Party		
<b>A1</b>	Audited Fiscal Financial Statements for all periods subsequent to SOQ and unaudited interim financial statements ( <u>Exhibit C, Section 2.0</u> )		
<b>A2</b>	Financially Responsible Party letters of support (as required) ( <u>Exhibit C, Section 2.0</u> )		
<b>A3</b>	For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the SOQs ( <u>Exhibit C, Section 2.0</u> )		
<b>A4</b>	Credit Ratings ( <u>Exhibit C, Section 2.0</u> )		
<b>A5</b>	Letter regarding material change in financial condition since submission of the SOQ and for next reporting period ( <u>Exhibit C, Section 2.0</u> )		

	Financial Proposal Component	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
<b>A6</b>	Letter disclosing all material off balance sheet liabilities ( <u>Exhibit C, Section 2.0</u> )		
<b>B</b>	<b>Financial Plan</b> ( <u>Exhibit C, Section 3.0</u> )		
<b>B1</b>	Financial Plan Executive Summary ( <u>Exhibit C, Section 3.1</u> )		
<b>B1</b>	Identity of Financial Institution ( <u>Exhibit C, Section 3.2</u> )		
<b>B2</b>	Range of Financing Sources ( <u>Exhibit C, Section 3.3</u> )		
<b>B3</b>	Details for Core Lender(s) and Lead Underwriter(s) Commitment Letters ( <u>Exhibit C, Section 3.4</u> )		
<b>B4</b>	[Reserved]		
<b>B5</b>	Details of Equity Source and letters from Equity Members ( <u>Exhibit C, Section 3.5</u> )		
<b>B6</b>	Financial Advisor letter ( <u>Exhibit C, Section 3.6</u> )		
<b>B7</b>	Schedule for Commercial and Financial Close ( <u>Exhibit C, Section 3.7</u> )		
<b>B8</b>	Summary Cost Table and Financial Plan Summary Forms ( <u>Forms O and P, Exhibit C, Section 3.8</u> )		
<b>C</b>	<b>MAP Proposal (Form J)</b> ( <u>Exhibit C, Section 4.0</u> )		

	Financial Proposal Component	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
<b>D</b>	<b>Financial Model</b> ( <u>Exhibit C, Section 5.0</u> )		
<b>D1</b>	Financial Model ( <u>Exhibit C, Section 5.1 to 5.2</u> )		
<b>D2</b>	Financial Model Assumptions Book ( <u>Exhibit C, Section 5.3</u> )		
<b>D3</b>	Instructions on operations of the Financial Model ( <u>Exhibit C, Section 5.4</u> )		
<b>E</b>	<b>Cost and Pricing Data</b> ( <u>Exhibit C, Section 6.0</u> ) (to be submitted to escrow)		
<b>F</b>	<b>Independent Insurance Broker/Consultant Letter</b> ( <u>Exhibit C, Section 7.0</u> )		

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## Section 5

I-69 Development Partners

### C. 3.4 Proposer Election of Termination for Convenience Calculation Method

Election of Termination for Convenience Calculation Method ..... Form V

### D. 3.2.2 Volume 1 Appendices

Appendix D-1 ..... Copies of Organizational Documents

Appendix D-2 ..... Proposer Teaming Agreements or Key Terms

Appendix D-3 ..... Executed Contracts or Term Sheets/Heads of Terms

**A.**

## 3.1 EXECUTIVE SUMMARY

### A. 3.1 Executive Summary



The Proposer I-69 Development Partners (I-69 DP), formed by Isolux Infrastructure (Isolux), is excited for the opportunity to participate in this Project and provide IFA and INDOT with a high quality and cost-effective solution to expand Indiana’s Transportation Infrastructure. If selected by IFA as the Preferred Proposer, I-69 DP will form a Special Purpose Vehicle company (SPV) to be likely called I-69 Development Partners, LLC to act as the Developer. Our commitment is not limited to this project, rather our intention is to invest and participate long-term in

If awarded the Project, Isolux plans to create its US Transportation Headquarters in Indiana

Indiana's other P3 transportation opportunities.

The I-69 DP Team supports IFA/INDOT goals by:

- Providing existing and forecasted traffic congestion relief on SR 37 through the addition of travel lanes in the Bloomington area and elimination of at-grade intersections in favor of new grade-separated interchanges
- Improving traffic safety through level of service improvements and access control
- Spurring economic development within Monroe and Morgan Counties, particularly in the areas of Bloomington and Martinsville, through the use of local suppliers and contractors
- Strengthening the transportation network in Southwest Indiana by completing a key section of the national I-69 corridor between Evansville and Indianapolis that will be cost effective to maintain
- Optimizing the cost and funds required to develop, design, construct, finance, operate and maintain the Project utilizing our global experience
- Achieving Substantial Completion for the Project by October 31, 2016 even while maintaining adequate float
- Providing a safe project for workers and the traveling public by developing detailed maintenance of traffic and sequencing plans

- Providing a high quality, durable and maintainable facility that utilizes the Greenroads Rating System
- Meeting Disadvantaged Business Enterprise (DBE) goals and Project “on-the-job” training (OJT) program opportunities through a grass roots, web-based program
- Providing private sector innovation and efficiencies, and develop design solutions that anticipate and respond to environmental concerns, permits and commitments
- Generating additional permanent and temporary construction jobs through our team members Gradex, E&B Paving and Force Construction as well as through local subcontractors we will hire for work both during construction and for operations and maintenance (O&M)

### 3.1.A Organization and Contents of the Proposal

Our proposal meets all of the requirements set forth in the Instructions to Proposers (ITP) Exhibit B and ensure compliance with all the Pass/Fail Requirements in section 5.3 of the ITP. The I-69 DP proposal highlights our management plans and technical solutions that will deliver the added value IFA/INDOT desires. Our proposal includes the required electronic documents for the Technical and Financial proposals, along with the Technical Drawings and P6 schedule, all of which are included electronically on the enclosed flash drives.

Proposal	Volume
Technical	Volume 1 - Executive Summary, Administrative Materials and Forms
	Volume 1 – Appendices: Organizational Documents, Teaming Agreements, Executed Contracts, Proposal Security and Escrow Agreement
	Volume 2 – Preliminary Performance Plans
	Volume 2 – Appendices: Resumes, Technical Drawings, Baseline Schedule, Graphs and Data
Financial	Updated Financial Information
	Financial Plan
	MAP Proposal
	Financial Model
	Cost and Pricing Data
	Independent Insurance Broker/Consultant Letter

**The I-69 DP Team Proposal meets all ITP requirements.**

### 3.1.B Summary of Changes

Except for the changes to the I-69 DP Team, as detailed in the following section, the I-69 DP honors the commitments made in our Statement of Qualifications.

### 3.1.C Changes to I-69 DP Team

#### Major Participants

There are no changes to the Major Participants identified in our SOQ.

#### Other Proposed Contractors (Added)

The following firms have been added to our team as Other Proposed Contractors to provide services required for this contract:



#### Professional Service Industries, Inc. (PSI) – Karst

PSI employs more than 2,000 skilled personnel in 120 offices nationwide, including 26 in their Indianapolis office. PSI manages projects with an interdisciplinary team approach with geotechnical, construction, and environmental professionals as project managers, superintendents, technical specialists, field engineers, regulatory specialists, safety and health officers, QA/QC inspectors, and operational experts. Their personnel are experienced in managing all phases of a project. In addition, key field personnel have hands-on experience and are safety and health trained.



#### McCormick Group – Public Involvement Coordinator & DBE Coordinator

The McCormick Group is established in Indianapolis. Their services include public involvement for transportation, marketing research, and full service public relations. The McCormick Group will provide Public Involvement and DBE Coordination. The McCormick Group is an approved INDOT DBE firm and has executed projects in Indiana including the Chicago-Detroit/Pontiac Passenger Rail Corridor Program, the I-465 Reconstruction, the I-69 Section 6 PI Lead and Historic Bridges Inventory PI Lead.



#### Keramida, Inc. – Karst Specialist and Safety Manager

– Keramida provides engineering, consulting and planning services in Indianapolis. They serve industry, cities and government in Indiana and throughout the Midwest with a full range of

environmental engineering, compliance and management, remediation, health and safety, energy use reduction and training services. Keramida is a pre-qualified DBE firm with INDOT and has provided karst survey services in Indiana on approximately 15 to 20 southern Indiana sites over the past several years. They have developed turnkey services for closure plan, sampling, waste disposal and closure certification for INDOT.



#### iTunnel, Inc. – Geotechnical

iTunnel provides engineering geology, project and program management, planning, scheduling, and construction management services to the government, engineering, and construction industry. iTunnel staff have worked in Indiana as Lead Tunnel and Geo Designer on the Ohio River Bridges project and the Lower Pogues Run Tunnel project in Indianapolis.



#### VS Engineering, Inc. (VS) – Traffic Lighting, Signalization, MOT Manager

VS provides total project delivery with 58 employees located in their Indianapolis, Fort Wayne and Evansville offices. Their staff has extensive experience and specialized in providing engineering services for all phases of civil, transportation, structural and environmental projects. VS is a pre-qualified DBE firm with INDOT and has participated in projects such as the I-70 and Post Road interchange modifications and the McFarland Road bridge replacement over Little Buck Creek in Indianapolis, I-69 Interstate and interchange rehabilitation from SR 332 to SR28 in Delaware County, SR 67 Intersection improvements in Morgan, Hendricks and Marion Counties, the US 41 at SR 66 (Lloyd Expressway) interchange modification in Evansville, the SR 9 from Fall Creek to I-69 rehabilitation in Madison County and the US 421 Bridge over CSX and GTW Railroad in LaPorte County.



#### Hardlines Design Company (HDC) – Cultural Resource

Management and Historic Preservation – HDC is a full-service cultural resources management (CRM), architecture, and planning firm located in Columbus, Ohio. The firm is DBE certified as a woman and minority-owned firm pre-qualified for historic/architectural and archaeological projects with INDOT. HDC previous works for INDOT include

Historic Property Report for the Second Street Roadway Rehabilitation in Vincennes, IN, Historic Property Short Report for Bridge No. 165, in Porter County, IN and Level II HAER Mitigation of the Madison-Milton Bridge in Madison, IN.



**Eco-Tech Consultants, Inc. – Cave Fauna/Biology/Botany –**

Eco-Tech is an ecological consulting firm that provides biological assessments and ecosystem analysis services. The firm maintains offices in Indiana (Jeffersonville), Kentucky and Virginia. Eco-Tech is pre-qualified with INDOT for Ecological Surveys and some of its most relevant projects in Indiana include IS 50 North Vernon Bypass Indiana Bat Survey and Biological Assessment in Jennings County, I-69 Section 3 Indiana Bat Survey in Greene and Daviess counties, I-69 Sections 1-4 Mitigation Site Vegetation Monitoring along multiple counties, SR 61 Indiana Bat Survey in Warrick County, US 231 Bat Survey in Spencer County and County Bridge 123 Aquatic Biological Survey in Cass County.

**Other Proposed Contractors (Removed)**

The following firm has been removed from our team: **Infrastructure Engineering Incorporated (IEI)** is no longer part of our team as they were also included on a competitor’s team during the SOQ phase and it was decided that it would be in the best interest of everyone involved that they be on only one team. IEI agreed, and because they had accepted an offer from a competitor prior to being on our team, they maintained that commitment.

**Key Personnel**

We have added the following Key Personnel, as required in ITP Section 2.11.3:

- **Engineer of Record** – Felipe Medrano, PE (AZTEC)
- **Structural Engineer of Record** - Mario Colecchia (AZTEC)
- **Financial Director** – Miguel Garrido (Isolux)
- **Public Information Coordinator** – Tony Carpenter (McCormick Group)
- **DBE Coordinator** – Matti McCormick (McCormick Group)
- **Utility Manager** – David Hayward, PE (Christopher B. Burke)

- **Construction Quality Manager** – Jason Bagwell, PE (Burgess & Niple)
- **Design Quality Manager** – Thomas Maki, PE (AZTEC)
- **Safety Manager** – Mark Flick (KERAMIDA)
- **Environmental Compliance Manager** – Richard Fitch, AICP (Burgess & Niple)
- **Karst Specialist** – Steven Sittler (KERAMIDA), James Pease (PSI), Eugenio Sanz Perez (AZTEC TYPSA), and Paul Passe (PSI)
- **Erosion and Sediment Control Manager** – Dan Agan, CPESC, CESSWI (Christopher B. Burke)
- **Maintenance of Traffic (MOT) Manager** – Brad Faris, PE, RLS (VS)

Resumes for these individuals are provided in Volume 2, Appendix H-1.

**3.1.D Management Structure**

The I-69 DP Team is responsible for the design, construction, finance, operation and maintenance (DBFOM) of the Project. The Team is prepared to provide IFA, INDOT and the Citizens of Indiana services of the highest quality on a continuous, 24-hour per day, 365-days per year basis, consistent with best transportation P3 management practices and the requirements of the Public-Private Agreement (PPA).

**Global Management, Local Development:**  
I-69 DP main goal is to put its global know how and expertise at the service of IFA and the people from Indiana.

To accomplish this goal, I-69 DP developed an integrated organizational structure to span the entire Concession Period with four sub-organizations:

- Concessionaire
- Design-Build (D-B)
- Operations and Maintenance (O&M)
- Independent Sub-organizations (Quality, Safety and Environment)

Each Proposed Contractor has committed to provide the necessary Key Personnel and supporting staff for the duration of the project. All personnel have experience in similar projects where they demonstrated their skills and capabilities. In every process, our Key Personnel are reinforced by competent support personnel to deliver the Project efficiently, safely, on time and in budget.

Our organization is simple and clear. All tasks have an individual responsible for them and most of the Team firms have experience working together. More importantly, Isolux Infrastructure, our Equity Member and O&M contractor, and Corsan-Corviam (Corsan), our D-B Contractor, are related companies. This organization avoids conflicting interests within the Team, accelerates the decision making process and mitigates the risk of disputes that could occur with non-related companies.

I-69 DP Team members, at every level, are aware of their autonomy to make decisions. Decisions are made and issues are resolved quickly at the lowest possible level where implications of the issue are best recognized. Only if they cannot be resolved are they escalated to the next level. This ensures that issues are addressed correctly and quickly, minimizing the risk of adverse impacts on cost, schedule and quality. We use a formal, project-specific dispute resolution process based on a matrix of the potential impacts that could occur across disciplines including safety, cost and schedule.

### 3.1.E Preliminary Project Management Plan

Our Project Management Plan (PMP), known as the P3 Project Management System (P3PMS), provides the framework for the management approach in all project stages. All employees, subcontractors, and suppliers are required to comply with it. The inputs that enable the development and implementation of the P3PMS include IFA/INDOT requirements and expectations, as well as the I-69 DP Team best practices and lessons learned. Under the P3PMS, the Delivery Process interacts with other processes, including the Control Process and the Support Process, providing a fully integrated approach.

The P3PMS is built specifically to manage P3 projects like I-69 Section 5. It uses a previously

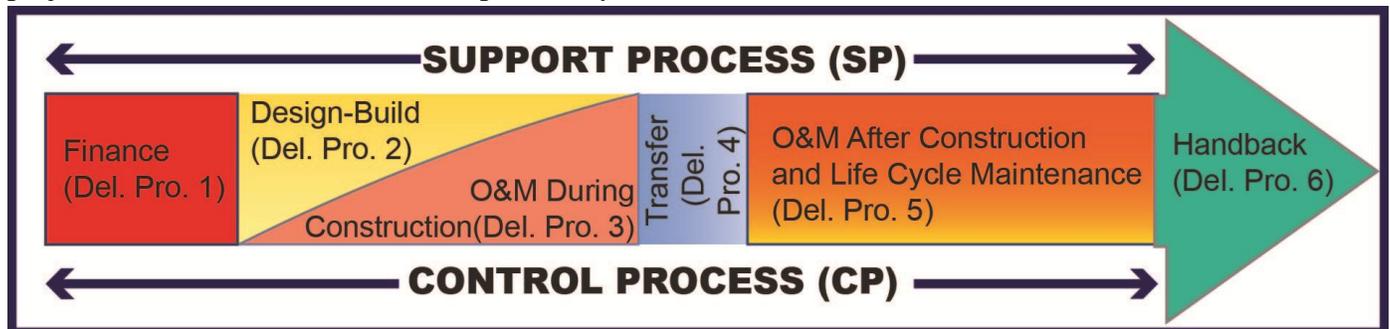
developed and tested methodology that recognizes the unique aspects of a P3 DBFOM project. The P3PMS fully describes I-69 DP’s project management philosophy, and the plan and schedule for executing the Project.

### 3.1.F Approach to Community Relations

To provide the best community relations for the Project, the I-69 DP Team includes The McCormick Group as their Public Involvement/Information consultant. They are a DBE/MBE/WBE certified firm in Indiana with over two decades of experience. This includes prior I-69 corridor experience and extensive transportation experience in community relations and public involvement project leadership. They also have extensive experience working successfully with multiple agencies and team members from diverse backgrounds. Tony Carpenter will serve as our Public Information Coordinator.

Critical to the success of this project will be the ability to work with, receive input and foster cooperation through consensus-building among a large and diverse group of stakeholders. This will be accomplished through:

- Identification of target audiences by categories of responsibility or use
- Communication tools, including web based and print.
- Planning and facilitating public meetings/open house in the initial launch phase to educate and receive input
- Establish an ongoing presentation service to participate in neighborhood and special stakeholder meetings
- Develop a monthly information update through an e-mail distribution list to deliver a central message and keep the public pro-actively engaged



We will implement our P3PMS, based on Corsan and Isolux’s experience working together

- Within the project corridor, identify key stakeholders (project influencers) and utilize them as information sources
- Be responsive to project requirements for customized public involvement services on an as needed basis

Our Support Process will include public involvement throughout the project with the proper implementation of the I-69 DP Delivery Process, which will provide the IFA/INDOT with:

- A robust Public Involvement Plan
- An agile decision-making process
- Clear lines of communication within I-69 DP Team
- Proactive and harmonious communications with IFA/INDOT and other Stakeholders

### Proactive Public Relations

Sponsor local pre-construction and update meetings

A toll free hotline will accept public feedback which will be discussed at weekly progress meetings

An Emergency Response Plan will be developed in coordination with police and fire departments

Monitor local roadways used for alternative access – maintain driving surface

Portable Variable Message Signs will inform drivers of upcoming traffic control changes and detours

Detours and closures will be publicized in local newspapers and on local TV and radio stations

**The I-69 Team's Public Relations will continue during Construction and O&M stages.**

### 3.1.G Environmental Sensitivity

I-69 DP has developed an integrated approach to environmental sensitivity and compliance that encompasses design, construction, and O&M through strong sustainable and environmental planning and quality management.

- **Key Environmental Issues:** The I-69 DP Team will address the following key environmental issues:
  - **Karst** – A Karst Agreement/MOU is being prepared that will outline the measures that the I-69 DP will take to protect karst features in the Project area. Our Karst Specialist, Steven Sittler, along with our Biology/Cave Fauna Expert, Barry Nichols, will work with the D-B Team to insure that adequate

measures are taken to avoid or mitigate any work where karst is encountered

- **Indiana Bats** – We understand the restrictions on tree clearing to protect key Indiana Bat habitat and have developed our construction schedule to limit clearing to time periods outside the April 1 through November 15 (Winter Action Area) and April 1 through September 30 (Summer Action Area) moratoriums
- **Erosion & Sediment Control** – As is shown in our Technical Drawings in Volume 2, Appendix H-2, the I-69 DP Team takes stormwater pollution prevention very seriously. We pledge to provide high quality and well maintained erosion and sediment control facilities in conjunction with any construction activity undertaken
- **Other Environmental Elements:** Our Team includes environmental staff with extensive experience managing environmental issues such as natural resources, reforestation, terrestrial wildlife, endangered, threatened and rare species, and cultural resources. We will also, through our P3PMS and quality processes, address and mitigate noise, blasting operations and construction vibration, hazardous material, and air quality
- **Environmental Management Plans:** The I-69 DP Team will develop the following environmental management plans:
  - **Sustainable Management Plan (SMP)** to guide the I-69 DP with designing and constructing sustainable elements into the Project
  - **Project Environmental Management Plan (PEMP)** to address the environmental mitigation or commitments outlined in the Project Technical Provisions and Environmental Impact Statement (EIS)/Record of Decision (ROD)
  - **Environmental Compliance Plan (ECP)** which our Environmental Compliance Manager, Richard Fitch, will use to assure that that the design meets all environmental commitments and that monitoring during construction and mitigations are implemented.

- **Environmental Quality Plan (EQP)** will be developed and will include procedures for handling non-conforming conditions.

### 3.1.H Approach to DBE Participation

The I-69 DP Team believes strongly in encouraging local Disadvantaged Business Enterprises (DBE) participation on the project. We view DBE compliance as a desirable element that will be executed with a proactive, grass roots web-based strategy, that is consistent and in alignment with our public outreach strategy.

We have already included in our team four DBEs Keramida, VS Engineering, Hardlines Design, and The McCormick Group. We fully commit to the 11% required in the PPA

DBE suppliers and contractors will have an equitable opportunity to compete for contracts and subcontracts. Our processes to qualify and receive bids from DBE firms as well as our outreach to the DBE community and liaison between and with the DB Team will be documented and well publicized to promote maximum participation by the DBE community, based on capacity and capability.



### DBE/MBE/WBE OUTREACH EVENT

I-69 Development Partners is hosting a DBE/MBE/WBE Outreach Event for the I-69 Section 5 Project. The project consists of upgrading approximately 21 miles of existing SR37, a four-lane median divided highway between Bloomington and Martinsville, to an interstate highway.

Please take this opportunity to meet with our team. Refreshments will be provided.

RSVP: [isolux-169@isoluxcorsan.com](mailto:isolux-169@isoluxcorsan.com)

Tuesday, December 10, 2013 • 2-5pm

Hyatt Regency Indianapolis  
1 S Capitol Ave, Indianapolis, IN 46204



#### Potential Quoting Opportunities Include:

- Aggregate Supply • Architectural Work • Asphalt Paving • Demolition
- Drainage • Earthwork • Electrical • Excavation • Fencing • Formwork
- Landscaping • Painting • Rebar • Signage • Site Cleaning • Trucking
- Structural Work • Utility Services • Site Services • Other



### Our commitment with DBE goals has already started

Our approach to providing DBE coordination for this project is compliant with local, state and federal requirements and regulations. As the DBE Coordinator, Matti McCormick, of The McCormick Group, will have direct responsibility for the execution, planning and management of this compliance program. She has prior DBE Coordinator

experience and, as a DBE certified vendor in four states, Ms. McCormick has current, direct knowledge of program requirements and the necessary tenants required for successful execution. From day one of the contract award, our team will begin its DBE Compliance Program. Our approach includes:

- Proactive grass roots, web based strategy to encourage participation, including email notifications, newspaper notifications, project web postings, event exposures, and networking within the DBE community
- A strong Mentor-Protégé program
- Training
- Specialized assistance
- On the job training program, including college and high-school construction co-ops

### 3.1.I Innovative Concepts

The I-69 DP developed a number of Alternative Technical Concepts (ATC's) for consideration and approval by the IFA/INDOT. The IFA approved seven ATCs (six of which will be implemented),

We will continue to seek value engineering to provide a high level of service to the traveling public while considering safety, mobility, and reliability

In addition, the I-69 DP Team developed two very important added value items which are described below.

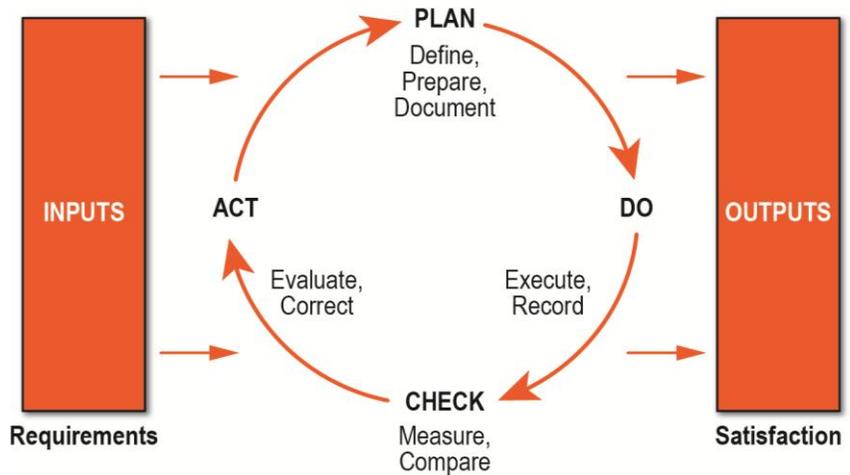
- **Added Value 1** – Change Profile of S-line Crossroads to Reduce Earthwork costs
- **Added Value 2** – Develop Compliant Alternative Pavement Structural Sections

### 3.1.J Working with the IFA/INDOT

I-69 DP will use several communications and management processes with IFA/INDOT and other stakeholders. I-69 DP commits to maintain transparency and clarity through communications during the entire term of the Project. Periodic meetings will be conducted and I-69 DP management personnel are also open to any meeting or communication requested by IFA/INDOT, INDOT or other stakeholders/Users.

For efficient project delivery, I-69 DP will co-locate with IFA/INDOT in the Bloomington area. Executing a Project of this size from a co-located office allows for daily face-to-face interaction between I-69 DP and IFA/INDOT personnel and improves communication, cooperation, and expedited decision-making. IFA/INDOT will be fully engaged through:

- Project Communications:** As part of our Project Communications Management, we will assign a liaison to ensure effective communication between team members and IFA/INDOT.
- Design:** I-69 DP will optimize design progression by coordinating subsequent stages of the design during the IFA/INDOT design phases. This provides a streamlined approval process for effective construction progress.
- Construction:** During construction, IFA/INDOT will perform Independent Assurance (IA) functions related to construction. The purpose of the IA system is to assure the reliability of all information provided by the D-B Team. I-69 DP will also retain an engineering firm not associated with the I-69 DP D-B Team or IFA to control QA equipment used to measure, monitor or test the construction.
- O&M:** Linking of the I-69 DP's Maintenance Management System (I-69 MMS) with INDOT's Computerized Maintenance Management System (CMMS) will allow IFA/INDOT to review Incidents, routine maintenance activities and major rehabilitation projects.



**Quality Control/Quality Assurance Process.**

- Quality Control:** IFA/INDOT will have QC personnel on the project to oversee the I-69 DP Team QC efforts. Audits will be periodically performed by IFA/INDOT to certify that the QC procedures and all applicable reviews have all been accomplished. IFA/INDOT oversight procedures will be incorporated into our processes and implemented. IFA/INDOT oversight procedures will be incorporated into our processes and implemented.

Our main goal is to develop proactive and harmonious communications that will benefit the project.

### 3.1.K Project Schedule

As requested in the Technical Provisions, Section 1.5.2, the I-69 DP utilized Oracle Primavera P6, Release 8.0, for scheduling the design, construction, and O&M for the project. The schedule is fully described in Volume 2, Section 4.1.2, and Appendix H-3. The very high level schedule (Figure xx) shows

PHASE	2014	2015	2016	2017
Financial Close Process	Green bar			
Zone 1 Design	Blue bar			
Zone 1 SR 37 (Start of Project) To SR 37-SR 46		Dark blue bar		
Zone 2 Design		Blue bar		
Zone 2 SR 37-R 46 To Sample Road		Dark blue bar		
Zone 3 Design		Blue bar		
Zone 3 Sample Road to Final		Dark blue bar		
O&M		Light blue bar	Light blue bar	Light blue bar

**Schedule Summary**

how we will be able to achieve substantial completion for the project by October 31, 2016.

### 3.1.L Approach to Operations

Isolux currently operates eight highway concessions. For all eight, Corsan has been or is the D-B Contractor. Two of the eight are under construction, three are under construction and operations simultaneously, and three are fully operational.

Isolux is currently performing O&M activities for more than 850 miles of highways/roads, including highways with two and three lanes per direction, two lane roads and urban highways.

The I-69 DP O&M Team will provide innovative and proven O&M technical solutions to maintain the safe and comfortable use of I-69 Section 5 by the traveling public (Users) throughout the Project’s operational lifecycle. This will be accomplished by employing a variety of measures to ensure safe, cost effective routine maintenance activities; and through well managed scheduling and delivery of necessary rehabilitation works.

#### Operation and Maintenance Management Center (OMMC)

For the Operating Period, the I-69 DP Team will construct an Operation and Maintenance Management Center (OMMC).

To be centralized to the Project, I-69 DP intention is to locate the OMMC close to the Sample Road Interchange.

#### Incidence Response

The O&M Team will be responsible for routine patrolling of the Project, and for the Incident response during both the Construction Period and Operating Period within the O&M Limits. Incident detection and response will be fast, efficient and precise to ensure safe use of the roadway.

During the Construction and Operating Periods, the roadway will be patrolled 24 hours per day, 365 days per year. Specialized patrol vehicles will be provided specifically for the Project. Team members will have specialized equipment on hand to secure the site. Quick installation of appropriate temporary traffic management measures, such a portable flashing arrows or message signs will reduce the impacts of the Incident, including secondary crashes and excessive traffic delays.

When an Incident occurs, the O&M Team will immediately inform the INDOT Traffic Management Center (TMC) and the Hoosier Helpers. After the detection of an incident, the O&M Team will, in coordination with all involved services, guaranty the required safety levels to all Users.

#### Routine Maintenance

I-69 DP’s Routine Maintenance approach is centered on proactive preventive maintenance. Routine Maintenance is critical to maintain a safe and reliable roadway system. The Maintenance Plan, together with a frequent inspection program, ensures early identification of maintenance needs and their quick implementation to prevent small deteriorations from becoming larger problems.

A Rehabilitation Work Schedule with a five-year renewal works schedule, updated annually, will be submitted to the Department. The Rehabilitation Work Schedule will assess annual Performance Requirements.

During construction, we will split the O&M task as defined in [Figure 4.3-8](#). We consider this the most sensible approach because in this way the Contractor will be responsible for ensuring their activities have a minimum effect on the existing infrastructure, as they will also be responsible for repairing whatever

Activity	Corsan	I-69 DP
Sweeping and cleaning	✓	
Repairs (pavement, structures, barriers, guardrails, pavement marking, etc.)	✓	
Mowing and vegetation Control		✓
Snow and Ice Control		✓
Incident Response		✓
Attention to Users		✓
Sweeping and cleaning	✓	
Repairs (pavement, structures, barriers, guardrails, pavement marking, etc.)	✓	

#### O&M during Construction Responsibilities

damage they may cause. Since they have the appropriate machinery and personnel in place for their construction activities, they will be in the best position to correct any defects and ensure that the Performance Requirements are achieved.

The allocation of O&M responsibilities is defined in the DB contract already in place, and we have used this same strategy in all projects in 766 miles in total: A4 Highway in Madrid (Spain), NH1 and NH2 in India and Viabahía in Brazil).

The O&M Team approach is to maximize self-performance of the basic Routine Maintenance activities, working with specialty subcontractors where necessary in order to carry out specialized maintenance. Subcontractors will be retained to assist in such activities as major repairs, special inspections of structures, pavement marking placement and winter maintenance support (if any additional staff was necessary during snow and ice events).

The O&M Team will organize and program the Routine Maintenance activities with the appropriate equipment and staff in order to comply with the Performance Requirements for each element.

### **Winter Maintenance**

For winter maintenance, we will:

- Maintain staff and equipment in a state of readiness in order to keep the roadway safe during periods of snow and ice
- Use alternative equipment

We will use smaller vehicles such as a crew cab pickup truck with a plow and spreader to immediately address areas that are difficult for the larger trucks to reach (such as ramps, intersections, etc.). This will allow the larger snow plows to focus on the I-69 mainline, improving performance.

We are currently exploring the use of alternative environmentally friendly de-icers. In any case, special care will be taken to minimize de-icer use close to the karst areas.

All winter maintenance measures will be described in the Snow and Ice Control Plan. This plan will be annually updated to incorporate changes in strategy, Good Industry Practice and lessons learned, and submitted to IFA for its review and approval.

### **Rehabilitation**

The O&M Team will take a proactive and preventive maintenance approach to the Project. Inspections and preventive maintenance will result in early identification and resolution of issues, minimizing cost impact and disruption for the road Users.

All major Rehabilitation Work will be subcontracted to local specialized subcontractors, who have already expressed their interest in collaborating on the Project. Minor Rehabilitation Work will be self-performed by the O&M Team. All major Rehabilitation Work will be treated as a construction project, requiring preparation of plans and specifications by a licensed engineer for approval by IFA/INDOT.

All major rehabilitations/renewals will be developed as a construction project, with plans, specifications and estimates prepared by a local engineering company. After I-69 DP's validation, we will request for approval by IFA/INDOT.

Our rehabilitation strategy is to replace, renew or refurbish highway assets at appropriate intervals to meet service requirements and comply with the Handback Requirements. Renewal Work will also be required to upgrade assets when standards change and to maintain assets in a condition that meets Handback Requirements. Activities are programmed based on asset deterioration models with the primary criteria being to maintain the prescribed condition rating levels. Major Rehabilitation Work includes:

### **Rehabilitation of Pavement**

Rehabilitation of the pavement is scheduled at year 15 and 30 of the Operating Period. The renewal strategy will be determined at the time of the rehabilitation based on the traffic data that is predicted at the time of the renewal, on advances in pavement materials or design methods and any other pertinent factors. However, we have considered a conservative preliminary pavement rehabilitation strategy, which has been developed in conjunction with the construction design.

### **Rehabilitation of Structures**

The rehabilitation program proposed for most bridges includes a major rehabilitation during construction in order to restore some deficient bridge elements to an optimum state. The O&M Team will engage local specialty subcontractors for the rehabilitation of the structures.

Preventive maintenance activities, such as steel painting and bearing replacement will be performed during the Operating Period for all bridges. Moreover two rehabilitation/repair periods have been projected in order to extend the lifetime of the existing and new structures beyond the required Residual Life defined in the Handback requirements.

During the full term of the Operating Period, we will maintain the highway to rigorous standards, exceeding those required within the Technical Provisions, to allow for a high degree of User satisfaction and allowing for the best product at Handback.

### ***Handback Requirements***

Together with the DB Team, the O&M Team will analyze again the Performance and Handback Requirements set forth in Table 19-1 of the Technical Provisions. These requirements will establish the design/materials of some elements, such as bridge deck and pavement, to meet or exceed targets.

The O&M Team will be responsible for developing the Rehabilitation Work Schedule and allocating resources to meet the requirements. A Handback Plan will be developed five years before the end of the Term of the contract. This plan will describe the Residual Life Inspections to be performed and establish an approach for any Rehabilitation Works needed to meet the Handback Requirements.

We will provide O&M training to at least 10 members of the Department, so that they will have a complete understanding of the infrastructure and the O&M activities required to maintain adequate performance.

## Executive Summary Attachments

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### Executive Summary Attachments

#### Attachment 3.1-1: Equity Members and Major Participants and Shares of Ownership of Any Joint Venture or Other Entities

Company	Role	Share of Ownership in other JV or Entities
<b>Equity Members</b>		
	Isolux Infrastructure Netherlands B.V. Limited Liability Company The Netherlands	Equity Member  100% of I-69 DP
<b>Major Participants</b>		
	Corsan-Corviam Construccion, S.A.	Lead Contractor  N/A
	AZTEC Engineering Group, Inc.	Lead Engineering Managing Partner  60% of AZTEC-TYPSA JV
	TYPSA (Técnica y Proyectos S.A.)	Lead Engineering Supporting Partner  40% of AZTEC-TYPSA JV

## Executive Summary Attachments

### Attachment 3.1-2: Relationship between Equity Members and Major Participants and Financially Responsible Parties

Company	Role	Related Guarantors and Financially Responsible Parties	Relationship
<b>Equity Members</b>			
	Sole Equity Member	N/A	N/A
<b>Major Participants</b>			
	Design Build Contractor	N/A	N/A
	Lead Engineering Managing Partner	N/A	N/A
	Lead Engineering Supporting Partner	N/A	N/A

# B.

## 3.2 PROPOSER INFORMATION, CERTIFICATIONS & DOCUMENTS

### 3.2.1 Proposal Letter (Form A)

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## Section 5

I-69 Development Partners

### 3.2.1 Proposal Letter: Form A

An executed copy of Form A has been provided by:

- I-69 Development Partners



With regards to I-69 Development Partners - Form A

## **Organizational Documents**

I-69 Development Partners, as the Proposer, is still an unformed entity. If named as Preferred Proposer by IFA for the I-69 Section 5 Project, it will be formed as a Limited Liability Company qualified to do business in Indiana and the organizational documents shall be provided prior to commercial close as required by the ITP.

Isolux Infrastructure Netherlands B.V. is currently the sole Equity Member (100%) and is a limited liability company incorporated for an indefinite period under the Laws of The Netherlands, registered within the Dutch Trade Register of the Chambers of Commerce under number 55492584 and whose registered office is at Strawinskylaan 411, 1077XX Amsterdam, The Netherlands.

The organizational documents for the Equity Member are included in this proposal.

## FORM A

### INDIANA FINANCE AUTHORITY I-69 SECTION 5 PROJECT INSTRUCTIONS TO PROPOSERS

#### PROPOSAL LETTER

PROPOSER: **I-69 DEVELOPMENT PARTNERS**

Proposal Date: January 21, 2014

The undersigned ("**Proposer**") submits this proposal (this "**Proposal**") in response to that certain Request for Proposals (as amended, the "**RFP**") issued by the Indiana Finance Authority ("**IFA**"), an independent public corporation created under the laws of the State of Indiana, dated October 15, 2013, to develop, design, construct, finance, operate and maintain the I-69 Section 5 project (the "**Project**"), as more specifically described herein and in the documents provided with the RFP (the "**RFP Documents**"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for IFA supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes jointly and severally:

a) subject to Section 4.6.2 of the ITP, to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of IFA, in IFA's sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Public-Private Agreement ("**Agreement**") as stipulated in the Agreement and the RFP.

If IFA properly draws on Proposer's Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Security refuses to honor IFA's proper draw thereon, by its signature(s) below, the undersigned undertakes, on behalf of Proposer's Equity Members, and by such signature, Proposer's Equity Members each assume, joint and several liability to IFA for the entire stated amount (in the case of a Proposal Letter of Credit) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

If selected by IFA, Proposer agrees to do the following or to cause the Developer to do the following: (a) if requested by IFA in its sole discretion, enter into good faith negotiations with IFA regarding the terms of the Agreement with IFA in good faith and in accordance with the requirements of the RFP, (b) enter into the Agreement without varying or amending its terms (except for modifications agreed to by IFA, in its sole discretion) and satisfy all other conditions

to award of the Agreement; and (c) perform its obligations as set forth in the ITP and Agreement, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are authorized to enter into negotiations with IFA on behalf of the Proposer and Developer in connection with this RFP, the Project and the Agreement: **José R. Ballesteros Martínez.**

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, and Proposal Security
- Financial Proposal

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

Addenda issued:

November 26, 2013

December 20, 2013

January 7, 2014

January 15, 2014

Responses issued

November 26, 2013

December 20, 2013

January 7, 2014

January 16, 2014

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Website and the FTP Site, the Addenda and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Developer and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified IFA in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by IFA and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the SOQ previously delivered to IFA (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that IFA is not bound to award the Agreement to the best financial Proposal or any Proposal that IFA may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any stipend that Department may pay Proposer in accordance with the Stipend Agreement and ITP Section 6.3. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product.

Subject to Proposer's rights under the Public Records Act, Proposer consents to IFA's disclosure of its Proposal pursuant to Indiana Code 8-15.5-4-6(c) and Indiana Code 8-15.5-4-13 to any Persons, in IFA's sole discretion, after award and execution of the Agreement by IFA and acknowledges and agrees to the provisions and deadlines set forth in Section 1.8.4. Proposer acknowledges and agrees to the disclosure terms of the ITP and that observers and individuals may conduct reviews on behalf of PABs with respect to the successful Proposal. Proposer expressly waives any right to contest such disclosures.

Proposer agrees that IFA will not be responsible for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

Proposer acknowledges the procurement protest procedures set forth in Section 7 of the ITP and agrees that if it files a protest of this procurement or award of an Agreement hereunder and that protest is denied or is otherwise unsuccessful, Proposer shall forfeit its Proposal stipend and shall be liable to IFA for IFA's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by IFA as a consequence of the protest.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Indiana.

Proposer's business address:

C/ Caballero Andante 8

Madrid, Madrid, 28021, Spain

State or Country of Incorporation/Formation/Organization: N/A

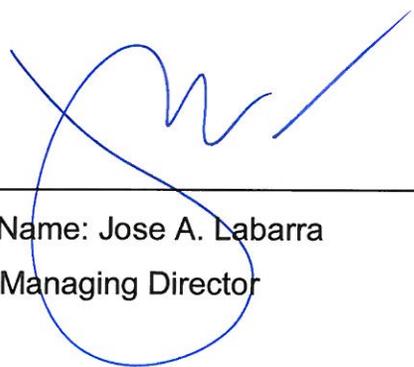
*Proposer: I-69 DEVELOPMENT PARTNERS*

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

Print Name: Jose R. Ballesteros

Title: Proposer Authorized Representative

*Equity Member: Isolux Infrastructure Netherlands B.V.*

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

Print Name: Jose A. Labarra

Title: Managing Director

## **ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:**

A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.

B. Describe in detail the legal structure of the Proposer/Developer and Equity Members.

1. If Proposer/Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Developer/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.
2. If Proposer/Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.
3. If Proposer/Developer/Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.
4. If Proposer/Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal Letter, in respect of the Proposal, and to each letter required under the

Proposal Letter that the person signing has authority to do so. If any entity is not yet formed, so state and indicate that these documents will be provided as required by the ITP. For purposes of clarity, Proposer may append to the Proposal Letter a letter from each person signing the Proposal that such person has the authority to do so, which shall suffice for the purposes of the requirements set forth in this Section B.4.

5. If an Equity Member is an investment fund, acting by and through its fund manager, the incorporation, formation and organizational documents of the fund manager shall satisfy the requirements for organizational documents under this Section B.

For purposes of this Section B, the term “organizational documentation” in respect of an Equity Member shall mean such entity’s certificate of formation/articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture or investment fund internal governing organizational documentation prior to commercial close as required by the ITP.

- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If Proposer is a consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member. If Proposer is a consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.
- D. Developer’s partnership agreement, limited liability company operating agreement, charter or joint venture agreement, as applicable, must include an express provision satisfactory to IFA, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to IFA and identify on a cover page where in the agreement the provision can be found. If Developer is not yet formed, provide draft organizational documents and indicate where the provision is found.



With regards to the I-69 Section 5 Project - Form A

As required in paragraph D of "Additional Information To Be Provided With Proposal Letter" of Form A, we want to bring your attention to **Section 3.1** of the draft Limited Liability Company Agreement submitted with the Proposal as the form of the LLC operation agreement for the Developer in case I-69 Development Partners are named as Preferred Proposer, where it is specifically provided that no member of the LLC shall be entitled to stop, hinder or delay work on the Project in the event of a dispute between members.

### 3.2.1 Authorization Documents

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## Section 5

I-69 Development Partners

### Authorization Documents per Section 3.2.1

Authorization documents have been provided by the following team firms:

- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construccion, S.A.
- AZTEC-TYPSA Joint Venture
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- Gradex, Inc.
- Force Construction Company, Inc.
- E&B Paving, Inc.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- VS Engineering, Inc.
- Keramida, Inc.
- Professional Service Industries, Inc.
- iTunnel, Inc
- Hardlines Design Company
- Eco-Tech Consultants, Inc.
- The McCormick Group, Inc.

## Authorization Statement from Proposer Authorized Representative

I, José R. Ballesteros, Project Manager and Proposer Authorized Representative for the I-69 Development Partners, as the Proposer, hereby states that I am duly authorized to execute the Proposal and all relevant related documents for the I-69 Section 5 Project on behalf of the Proposer by means of the power of attorney granted by Isolux Infrastructure Netherlands B.V. to me on 24 June 2013 before the Notary Public of Madrid, Spain, Mr. Santiago María Cardelús Muñoz-Seca, under number 1514 of his personal records, and which is attached to this Proposal.

Sincerely,

~~I-69 DEVELOPMENT PARTNERS~~

By: 

Name: José R. Ballesteros

Title: Proposer Authorized Representative

**WRITTEN RESOLUTION ON BEHALF OF THE MANAGEMENT BOARD OF**  
**ISOLUX INFRASTRUCTURE NETHERLANDS B.V.**  
**PROJECT I-69 SECTION 5**

**The undersigned:**

Mr Santiago Varela Ullastres, born in Madrid, Spain on 8 September 1968,

acting in his capacity as Chief Executive Officer of **Isolux Infrastructure Netherlands B.V.**, a private company with limited liability, with corporate seat in Amsterdam, the Netherlands, and having its address at: Strawinskyiaan 411, 1077 XX Amsterdam, the Netherlands, number Trade Register 55492584 (the "**Company**");

**Whereas:**

- (a) The Board of Directors of the Company has carefully considered the I-69 Section 5 Availability Payment Project (the "**Project**") and considers it to be in the best interest of the Company to approve to authorise the Company to submit its proposal for the Project (the "**Proposal**").
- (b) The Company has awarded powers to certain individuals to represent the Company on all matters related to the Proposal and the Project (the "**Authorized Persons**").
- (c) The Board of Directors of the Company has reviewed, considered and approved the financial proposal related to the Project (the "**Financial Proposal**").
- (d) The Company has the intention to make available or cause to be made available to the Concession Project an aggregate amount of up to [REDACTED] [REDACTED] in connection with the Project. As evidence of such commitment, attached as **Exhibit A** hereto is a copy of the resolution of the Board of Directors of the Company held on 14 January 2014, during which such investment was approved.
- (e) The Company will hold its interest in the Project through an intermediate holding entity or entities structured appropriately for tax and accounting purposes and to be determined in the future (the "**Project Company**"), subject to any requirements approval of IFA.
- (f) No Managing Directors have been suspended or are otherwise incapable of exercising their voting rights.
- (g) Pursuant to article 19 paragraph 1 of the Articles of Association of the Company, the undersigned is authorized to represent the Company acting solely;

- (h) No regulations ("*bestuursreglement*") have been adopted containing provision that would preclude the Management Board from validly adopting the resolution contained herein.

**On 14 January 2014, the Board of Directors of the Company adopted the following resolutions:**

1. To authorize the Company to submit its Proposal in accordance with the Request for Proposals (as amended) issued by the Indiana Finance Authority to develop, design, construct, finance, operate and maintain the Project as more specifically provided by the documents provided with the RFP.
2. To approve the Financial Proposal presented to the Board of Directors of the Company in connection with the Project, including the equity commitment described under Whereas (d) above.
3. That in connection with the actions contemplated by the foregoing resolutions, the Authorized Persons be, and each of them hereby is, authorized and directed by, for, in the name of and on behalf of the Company, to do such further acts and things as any Authorized Person shall deem necessary or appropriate in connection with, or to carry out the actions contemplated by, the foregoing resolutions, including to do and perform (or cause to be done and performed), in the name and on behalf of the Company, all such acts and to make, execute, deliver, issue or file (or cause to be made, executed, delivered or filed) with any person including any governmental authority or agency, all such agreements, documents, instruments, certificates, consents and waivers, and all amendments to any such agreements, documents, instruments or certificates, and to pay, or cause to be paid, all such payments, as any of them may deem necessary or advisable to carry out the intent of the foregoing resolutions, the authority for the taking of any such action and the execution and delivery of such of the foregoing to be conclusively evidenced thereby.

**Certifications:**

- (a) The objects clause in the Company's articles of association allows the entering into the Project and the transactions contemplated thereby and that the entering into, signing, execution, delivery and performance of the Project and the transactions contemplated thereby are in the corporate interest (*vennootschappelijk belang*) of the Company and are conducive to the realisation of the corporate objects (*doel*) of the Company and do not and will not prejudice the interests of creditors (present and future) of the Company;

- (b) up to and at the date hereof no resolution has been passed to voluntarily dissolve (*ontbinden*), merge (*fuseren*) or de-merge (*splitsen*) the Company, or file a request for its bankruptcy (*faillissement*) or for a moratorium of payments (*surseance van betaling*) and that the Company has not been made subject to comparable insolvency proceedings in other jurisdictions, that no receiver, trustee, administrator or similar officer has been appointed in respect of the Company or its assets and that the Company has not been subjected to emergency regulations (*noodregeling*) on the basis of the Act on Financial Supervision (*Wet op het financieel toezicht*) or to measures on the basis of the Financial Institutions (Special Measures) Act (*Wet bijzondere maatregelen financiële ondernemingen*);
- (c) the Company has not received a notice from (i) the competent Chamber of Commerce concerning its dissolution under Article 2:19a of the Dutch Civil Code or (ii) the competent court (*rechtbank*) concerning its dissolution under Article 2:21 of the Dutch Civil Code;
- (d) neither a regulation for resolutions (*(bestuurs)reglement*) nor an assignment of duties (*taakverdeling*) of the undersigned has been adopted containing provisions that would preclude the undersigned from validly adopting the written resolutions contained herein;
- (e) the general meeting of the Company has not given the undersigned an instruction as referred to in Article 2:239(4) of the Dutch Civil Code, which would preclude the undersigned from validly adopting the resolutions contained herein;
- (f) the Company has not established, has not been requested to establish nor is in the process of establishing a works council (*ondernemingsraad*) or central works council (*centrale ondernemingsraad*) or group works council (*groepsondernemingsraad*); and
- (g) the foregoing confirmations and resolutions were made and adopted by the undersigned after careful consideration and with due observation of all prevailing internal rules and regulations relating to the adoption of board resolutions and may be relied upon by the advisors of the Company and the other parties to the Project and their advisors.

This resolution shall have immediate effect.

This resolutions may be executed in counterparts.

*-signature page follows-*



This resolution shall have immediate effect.

On behalf of ~~Isolux Infrastructure~~ **Netherlands B.V.**,

A handwritten signature in blue ink, appearing to read "S. Varela", written over a horizontal line.

**Santiago Varela Ullastres**

Title: Chief Executive Officer

Date: January 14, 2014



**EXHIBIT A**

**Copy of the resolution of the Board of Directors of the Company held on 14 January 2014**

**WRITTEN RESOLUTION ON BEHALF OF THE MANAGEMENT BOARD OF**  
**ISOLUX INFRASTRUCTURE NETHERLANDS B.V.**  
**PROJECT I-69 SECTION 5**

**The undersigned:**

1. Santiago Varela Ullastres, born in Madrid, Spain, on 8 August 1968;
2. José Gomis Cañete, born in Madrid, Spain, on 23 September 1953;
3. Luis Antonio Delso Heras, born in Madrid, Spain, on 20 July 1952;
4. Antonio de Padua Portela Álvarez, born in Vigo, Spain, on 27 March 1953;
5. Robert Hendrik Rottinghuis, born in Naarden, the Netherlands, on 2 June 1981;
6. Jan Hendrik Siemssen, born in Hamburg, Germany, on 15 April 1962;
7. Arie Cornelis Igmarr den Heijer, born in The Hague, the Netherlands, on 11 May 1966;
8. Bruno Guilmette, born in Montreal, Canada, on 10 February 1966;
9. Patrick Samson; born in Le Mans, France, on 22 July 1971; and
10. Steven Mark Sonnenstein, born in Montreal, Canada on 19 January 1975;

together constituting the entire board of managing directors of **Isolux Infrastructure Netherlands B.V.**, a private company with limited liability, with corporate seat in Amsterdam, the Netherlands, and registered address at: Strawinskylaan 411, 1077 XX Amsterdam, the Netherlands, and registered with the Trade Register of the Chamber of Commerce (*Handelsregister van de Kamer van Koophandel*) for Amsterdam under number 55492584 (the "**Company**"), and together all the Company's managing directors entitled to vote (the "**Management Board**");

**Whereas:**

- (a) The Board of Directors of the Company have carefully considered the I-69 Section 5 Availability Payment Project (the "**Project**") and consider it to be in the best interest of the Company to authorise the Company to submit its proposal for the Project (the "**Proposal**").
- (b) The Company has awarded powers to certain individuals to represent the Company on all matters related to the Proposal and the Project (the "**Authorized Persons**").
- (c) The Board of Directors of the Company has reviewed and considered the financial proposal related to the Project (the "**Financial Proposal**").
- (d) The Company has the intention to make available or cause to be made available to the Concession Project an aggregate amount of up to [REDACTED] in connection with the Project.

- (e) The Company will hold its interest in the Project through an intermediate holding entity or entities structured appropriately for tax and accounting purposes and to be determined in the future (the "**Project Company**"), subject to any requirements approval of IFA.
- (f) No Managing Directors have been suspended or are otherwise incapable of exercising their voting rights.
- (g) Pursuant to article 18 paragraph 11 of the Articles of Association of the Company, the Management Board may at all times adopt resolutions in writing provided the proposal concerned is submitted to all Managing Directors then in office, in respect of whom no conflict of interest within the meaning of article 18 paragraph 8 of the Articles of Association, and none of them objects to this manner to adopt a resolution, evidenced by written statements from all relevant Managing Directors. By signing this resolution, all Managing Directors consent with adopting this resolution in writing.
- (h) The Company does not have rules as referred to in article 17 paragraph 2 of the Articles of Association.
- (i) No regulations ("*bestuursreglement*") have been adopted containing provisions that would preclude the Management Board from validly adopting the resolution contained herein.

**Adopt the following resolutions:**

1. To authorize the Company to submit its Proposal in accordance with the Request for Proposals (as amended) issued by the Indiana Finance Authority to develop, design, construct, finance, operate and maintain the Project as more specifically provided by the documents provided with the RFP.
2. To approve the Financial Proposal presented to the Board of Directors of the Company in connection with the Project.
3. That in connection with the actions contemplated by the foregoing resolutions, the Authorized Persons be, and each of them hereby is, authorized and directed by, for, in the name of and on behalf of the Company, to do such further acts and things as any Authorized Person shall deem necessary or appropriate in connection with, or to carry out the actions contemplated by, the foregoing resolutions, including to do and perform (or cause to be done and performed), in the name and on behalf of the Company, all such acts and to make, execute, deliver, issue or file (or cause to be made, executed, delivered or filed) with any person including any governmental authority or agency, all such agreements, documents, instruments, certificates, consents and waivers, and all amendments to any such agreements, documents,

instruments or certificates, and to pay, or cause to be paid, all such payments, as any of them may deem necessary or advisable to carry out the intent of the foregoing resolutions, the authority for the taking of any such action and the execution and delivery of such of the foregoing to be conclusively evidenced thereby.

**Certifications:**

- (a) The objects clause in the Company's articles of association allows the entering into the Project and the transactions contemplated thereby and that the entering into, signing, execution, delivery and performance of the Project and the transactions contemplated thereby are in the corporate interest (*vennootschappelijk belang*) of the Company and are conducive to the realisation of the corporate objects (*doel*) of the Company and do not and will not prejudice the interests of creditors (present and future) of the Company;
- (b) up to and at the date hereof no resolution has been passed to voluntarily dissolve (*ontbinden*), merge (*fuseren*) or de-merge (*splitsen*) the Company, or file a request for its bankruptcy (*faillissement*) or for a moratorium of payments (*surseance van betaling*) and that the Company has not been made subject to comparable insolvency proceedings in other jurisdictions, that no receiver, trustee, administrator or similar officer has been appointed in respect of the Company or its assets and that the Company has not been subjected to emergency regulations (*noodregeling*) on the basis of the Act on Financial Supervision (*Wet op het financieel toezicht*) or to measures on the basis of the Financial Institutions (Special Measures) Act (*Wet bijzondere maatregelen financiële ondernemingen*);
- (c) the Company has not received a notice from (i) the competent Chamber of Commerce concerning its dissolution under Article 2:19a of the Dutch Civil Code or (ii) the competent court (*rechtbank*) concerning its dissolution under Article 2:21 of the Dutch Civil Code;
- (d) neither a regulation for resolutions (*(bestuurs)reglement*) nor an assignment of duties (*taakverdeling*) of the undersigned has been adopted containing provisions that would preclude the undersigned from validly adopting the written resolutions contained herein;
- (e) the general meeting of the Company has not given the undersigned an instruction as referred to in Article 2:239(4) of the Dutch Civil Code, which would preclude the undersigned from validly adopting the resolutions contained herein;
- (f) the Company has not established, has not been requested to establish nor is in the process of establishing a works council (*ondernemingsraad*) or central works council (*centrale ondernemingsraad*) or group works council (*groepsondernemingsraad*); and



- (g) the foregoing confirmations and resolutions were made and adopted by the undersigned after careful consideration and with due observation of all prevailing internal rules and regulations relating to the adoption of board resolutions and may be relied upon by the advisors of the Company and the other parties to the Project and their advisors.

This resolution shall have immediate effect.

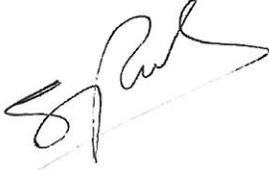
This resolutions may be executed in counterparts.

*-signature pages follow-*

**In evidence whereof:**

this resolution was signed in the manner set out below.

By:



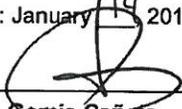
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**Santiago Varela Ullastres**  
Title: Chief Executive Officer  
Date: January 14, 2014



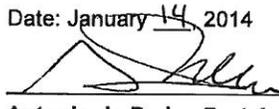
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**Luis Antonio Delso Heras**  
Title: Chairman and Director A  
Date: January 14, 2014



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**José Gomis Cañete**  
Title: Director A  
Date: January 14, 2014



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**Antonio de Padua Portela Álvarez**  
Title: Director A  
Date: January 14, 2014

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**Robert Hendrik Rottinghuis**  
Title: Director A  
Date: January \_\_, 2014

---

**Jan Hendrik Siemssen**  
Title: Director A  
Date: January \_\_, 2014

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**Arie Cornelis Igmard den Heijer**  
Title: Director A  
Date: January \_\_, 2014

---

**Patrick Samson**  
Title: Director B  
Date: January \_\_, 2014

---

**Steven Mark Sonnenstein**  
Title: Director B  
Date: January \_\_, 2014

---

**Bruno Guilmette**  
Title: Director B  
Date: January \_\_, 2014



**In evidence whereof:**

this resolution was signed in the manner set out below.

By:

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**Santiago Varela Ullastres**  
Title: Chief Executive Officer  
Date: January \_\_, 2014

---

**Luis Antonio Delso Heras**  
Title: Chairman and Director A  
Date: January \_\_, 2014

---

**José Gomis Cañete**  
Title: Director A  
Date: January \_\_, 2014

---

**Antonio de Padua Portela Álvarez**  
Title: Director A  
Date: January \_\_, 2014

---

**Robert Hendrik Rottinghuis**  
Title: Director A  
Date: January 14, 2014

---

**Jan Hendrik Siemssen**  
Title: Director A  
Date: January 14, 2014

---

**Arie Cornelis Igmarr den Heijer**  
Title: Director A  
Date: January 14, 2014

---

**Patrick Samson**  
Title: Director B  
Date: January \_\_, 2014

---

**Steven Mark Sonnenstein**  
Title: Director B  
Date: January \_\_, 2014

---

**Bruno Guilmette**  
Title: Director B  
Date: January \_\_, 2014



**In evidence whereof:**

this resolution was signed in the manner set out below.

By:

\_\_\_\_\_  
**Santiago Varela Ullastres**  
Title: Chief Executive Officer  
Date: January \_\_, 2014

\_\_\_\_\_  
**Luis Antonio Delso Heras**  
Title: Chairman and Director A  
Date: January \_\_, 2014

\_\_\_\_\_  
**José Gomis Cañete**  
Title: Director A  
Date: January \_\_, 2014

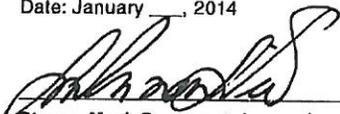
\_\_\_\_\_  
**Antonio de Padua Portela Álvarez**  
Title: Director A  
Date: January \_\_, 2014

\_\_\_\_\_  
**Robert Hendrik Rottinghuis**  
Title: Director A  
Date: January \_\_, 2014

\_\_\_\_\_  
**Jan Hendrik Siemssen**  
Title: Director A  
Date: January \_\_, 2014

\_\_\_\_\_  
**Arie Cornelis Igmur den Heijer**  
Title: Director A  
Date: January \_\_, 2014

\_\_\_\_\_  
**Patrick Samson**  
Title: Director B  
Date: January 14, 2014

  
\_\_\_\_\_  
**Steven Mark Sonnenstein**  
Title: Director B  
Date: January 14, 2014

  
\_\_\_\_\_  
**Bruno Guilmette**  
Title: Director B  
Date: January 14, 2014

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SANTIAGO MARÍA CARDELÚS MUÑOZ-SECA

Notario

C/ Lagasca, 56

Teléf. 91 576 61 77 - Fax 91 576 62 15

28001 MADRID

NÚMERO MIL QUINIENTOS CATORCE.-----

En Madrid, a veinticuatro de junio de dos mil trece.-----

Ante mí, **SANTIAGO-MARIA CARDELÚS MUÑOZ-SECA**. Notario del Ilustre Colegio de esta Capital, con residencia en la misma, constituido yo el Notario en la calle Caballero Andante número 8 de Madrid.-----

## -----COMPARECE:-----

**DON SANTIAGO VARELA ULLASTRES**, mayor de edad, de nacionalidad española, casado, residente en España, con domicilio profesional en Madrid, calle Caballero Andante número 8 (Edificio Isolux Corsán), Titular de DNI/NIF número 07.227.180-M, y pasaporte AAC747670, en vigor.-----

## -----INTERVIENE -----

En nombre y representación como Consejero Delegado de la sociedad **"ISOLUX INFRASTRUCTURE NETHERLANDS, B.V."**, sociedad de nacionalidad holandesa debidamente constituida y válidamente existente de acuerdo con las Leyes de los Países Bajos, con domicilio social en Herikerbergweg 238, Luna Arena, 1101CM Ámsterdam Zuidoost. Holanda, constituida con fecha 13 de junio de 2012, e inscrita en el Registro Mercantil de Ámsterdam con el núme-

ro 33203015 (la "Sociedad"). -----

La Sociedad se encuentra debidamente constituida y existe válidamente de acuerdo con la legislación holandesa según consta en el extracto emitido por el Registro Mercantil de Ámsterdam el 13 de julio de 2012. Se me expide el original del extracto del Registro Mercantil de Ámsterdam redactado en idioma holandés debidamente legalizado y apostillado con la apostilla del Convenio de La Haya de 5 de octubre de 1961, junto con su traducción jurada al español, que me exhibe.-----

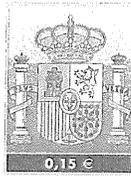
Don Santiago Varela Ullastres, fue nombrado como Consejero Delegado en la reunión de la Junta General de socios del día 29 de octubre de 2012, de la sociedad, según consta en acuerdo que debidamente apostillado me exhiben. -----

Son a mi juicio y bajo mi responsabilidad suficientes las facultades representativas acreditadas, por cuanto que está facultado para otorgar la presente escritura de poder según resulta de su expresado cargo, que me asegura vigente, haciendo constar yo el Notario que no consta en la matriz por mí autorizada nota de revocación de dicho poder. Manifiesta el compareciente, que los datos identificativos de la sociedad a la que representa son los que constan en dicha escritura de poder y demás escrituras anteriormente mencionadas, y que no ha variado el objeto social, denominación, domicilio, capacidad y personalidad jurídica de su representada. -----

Yo el Notario hago constar expresamente que he cumplido con

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la obligación de la identificación del titular real que impone la **Ley 10/2010 de 28 de abril** cuyo resultado consta en acta por mí autorizada el día tres de agosto de 2012, bajo el número 2291 de mi protocolo, manifestando el compareciente no haberse modificado el contenido de la misma.-----

Conozco al compareciente. Le juzgo con la capacidad legal necesaria para formalizar la presente escritura de **PODER** y al efecto, -----

-----**OTORGA**-----

Que en nombre y representación de "**ISOLUX INFRASTRUCTURE NETHERLANDS, B.V.**", CONFIERE PODER, tan amplio y bastante como en Derecho se requiera y sea necesario a favor de **DON JOSÉ-RAMÓN BALLESTEROS MARTÍNEZ**, mayor de edad, casado, Ingeniero, vecino de Madrid, con domicilio profesional en la calle Caballero Andante, número 8. Titular del D.N.I./N.I.F. número: 02.648.411-F, y **DON JOSÉ ANTONIO LABARRA BLANCO**, mayor de edad, casado, de nacionalidad española, con domicilio a estos efectos en Madrid, C/ Caballero Andante nº 8, Edificio Isolux Corsán. Titular de DNI/NIF número 07473971Y y número de pasaporte AAF714564, para que cualquiera de ellos de forma solidaria e

**indistinta**, única y exclusivamente en relación con el proyecto, "Project to develop, design, build, finance, operate and maintain the I-69 Section 5 project through an availability payment concession pursuant to a public-private partnership agreement. The I-69 Section 5 project consists of upgrading approximately 21 miles of existing State Route 37, a four-lane median divided highway, between Bloomington, IN and Martinsville, IN to an interstate highway" pueda ejercitar las siguientes,-----

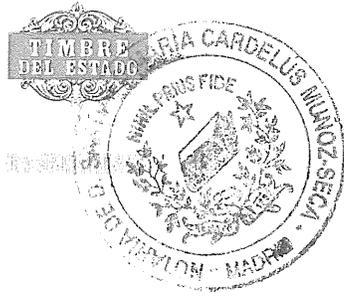
-----**FACULTADES**-----

1.- Contratar toda clase de obras, rehabilitaciones, instalaciones, concesiones, suministros y la prestación de servicios, incluyendo la gestión integral, la explotación de obras e instalaciones y la comercialización tanto de dichos servicios como de los productos y subproductos que generen, que hayan de realizarse en el territorio del Estado Español o de cualquier otro país soberano, incluso en los espacios marítimos y aéreos nacionales e internacionales, con y para toda clase de personas y organismos de la administración pública y de su organización territorial del respectivo país, incluso con el Ministerio de Defensa (Fuerzas Armadas), organizaciones o instituciones internacionales; y para ello, concurrir a adjudicaciones directas, concursos y subastas, así como a toda clase de licitaciones cualquiera que sea su procedimiento, abierto, restringido o negociado, formulando proposiciones bien de palabra ya por escrito y, en caso de empate en la adjudicación correspondiente, resolverla por



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cualquiera de los medios permitidos por la ley, incluso pujas a la llana; realizar declaraciones de capacidad y solvencia antes los poderes adjudicadores y sus asesorías jurídicas; aceptar adjudicaciones de contratos, convenirlos y formalizarlos, ya sean privados, ya públicos; retirar proposiciones y desistir de adjudicaciones y contratos, e instar sus interpretaciones, cumplimiento y resoluciones, así como transigir sobre ellos; intervenir en el levantamiento de actas de replanteo y de comprobación de replanteo; suscribir mediciones valoradas de obra, certificaciones y liquidaciones provisionales y finales o definitivas, así como manifestar observaciones a las mismas e impugnarlas; asistir a todo acto de recepción o conformidad con la realización del objeto de los contratos y manifestar conformidad, reparos o reservas y firmar la actas correspondientes; comparecer a la práctica de mediciones, valoraciones y liquidaciones por terminación, suspensión, resolución o desistimiento de contratos dando o no conformidad a las mismas y percibir o pagar, en su caso, los saldos resultantes; solicitar revisión y actualización de precios siguiendo los expedientes por todos sus trámites y percibir las cantidades que por ello se reconozcan a la Empresa; instar, aceptar y suscribir modificaciones de contratos y de aquello que tengan por objeto, ya sean

obras, servicios, instalaciones, suministros, ventas; pedir, convenir y firmar proyectos modificados, reformados, adicionales o complementarios, presupuestos adicionales y precios contradictorios; convenir con proveedores y subcontratistas, y por tanto comprar todas las mercancías, materiales, materias primas, utensilios, instalaciones y aprovisionamientos que requieran las actividades sociales, subcontratar total o parcialmente obras de las que la Sociedad sea contratista y contratar los servicios que dichas obras requieran, y firmar los contratos correspondientes. -----

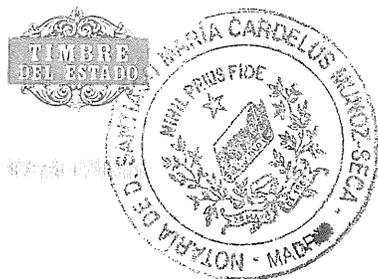
2.- Firmar cuantos documentos públicos o privados sean necesarios al efecto.-----

**INFORMACIÓN DE DATOS.-** De acuerdo con lo establecido en la Ley Orgánica 15/1999, el compareciente queda informado y acepta la incorporación de sus datos personales y la copia del documento de identidad a los ficheros automatizados existentes en esta Notaría con la finalidad de realizar las funciones propias de la actividad notarial y efectuar las comunicaciones de datos previstas en la Ley a las Administraciones Públicas y, en su caso, al Notario que suceda al actual en la plaza. El compareciente puede ejercitar sus derechos de acceso, rectificación, cancelación y oposición en la Notaría autorizante. -----

Los datos se conservarán en la Notaría con carácter confidencial, al estar amparados por el secreto del protocolo, sin perjuicio de las remisiones de obligado cumplimiento impuestas por la normativa

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vigente. -----

Así lo otorga. Hago las reservas y advertencias legales. -----

Leída esta escritura por el compareciente, a su elección, la encuentra conforme, se ratifica en su contenido y la firma conmigo, el Notario, que doy fe, de que el consentimiento ha sido libremente prestado y de que el otorgamiento se adecua a la legalidad y a la voluntad debidamente informada del otorgante según interviene y de todo lo consignado en este instrumento público, extendido en cuatro folios de la serie BL números: 4317846 y los tres siguientes en orden correlativo. -----

Está la firma de Don Santiago Varela Ullastres.- Signado: Santiago-María Cardelús Muñoz-Seca.- Rubricados y sellado. -----

**NOTA:** El día 27 de junio de 2013, expido COPIA, a petición de "ISOLUX INFRASTRUCTURE NETHERLANDS, B.V.", extendida sobre cuatro folios de papel exclusivo para documentos notariales, de serie BL, números: 4319906 y los tres folios siguientes en orden correlativo; DOY FE.- Santiago-María Cardelús.- Rubricado. -----

APLICACION ARANCEL .- Ley 8/1989, de 13 de abril y Real Decreto 1426/1989, de 17 de Noviembre  
**DOCUMENTO SIN CUANTIA**

ES COPIA exacta de su matriz, donde la dejo anotada. Y a instancia de "ISOLUX INFRASTRUCTURE NETHERLANDS, B.V.", la expido en cuatro folios de papel exclusivo para documentos notariales, serie y números BQ 1045168 y los tres siguientes en orden correlativo, que signo, firmo, rubrico y sello en Madrid, el veintisiete de diciembre de dos mil trece. DOY FE. -----



*Santiago de los Caballeros*





ESTE FOLIO HA QUEDADO UNIDO CON EL SELLO DE ESTE COLEGIO NOTARIAL A LA COPIA AUTORIZADA DEL INSTRUMENTO PÚBLICO AUTORIZADO POR

D. Santiago María Cardelús Muñoz-Seca, Notario de Madrid

El día 27/12/2013 con el número 1514 de su protocolo.



**APOSTILLE**

( Convention de La Haye du 5 octobre 1961 )

**1. Pais: España**  
Country/Pays

**El presente documento público**

This public document / Le présent acte public

**2. ha sido firmado por D. Santiago María Cardelús Muñoz-Seca**  
has been signed by  
a été signé par

**3. quien actua en calidad de NOTARIO**  
acting in the capacity of  
agissant en qualité de

**4. y está revestido del sello/timbre de su Notaría**  
bears the seal / stamp of  
est revêtu du sceau / timbre de

**CERTIFICADO**

Certified / Attesté

**5. en Madrid 6. el día 27 de Diciembre de 2013**  
at / á the / le

**7. por el Decano del Colegio Notarial de Madrid**  
by / par

**8. bajo el número**  
Nº / sous nº

108078

**9. Sello/timbre:**

**10. Firma:**

Signature: Signature:

Don Carlos Solis Villa  
Firma delegada del Decano



[State stamp duty pape]r

**BQ1045168**

[Round stamp: Santiago María Cardelús Muñoz-Seca, Notary's Office]

[Square stamp: Santiago María Cardelús Muñoz-Seca, Notary, c/ Lagasca 56 –  
Tel. 91 576 61 77 – Fax: 91 576 62 15- 28001 Madrid]

**NUMBER ONE THOUSAND FIVEHUNDRED AND FOURTEEN.**

In Madrid, on the twenty-fourth of June of two thousand and thirteen.

Before me, **SANTIAGO-MARÍA CARDELÚS MUÑOZ-SECA**, Notary of the  
Illustrious Association of Notaries of Madrid, with residence herein, acting as Notary in  
Madrid on Calle Caballero Andante 8,

**APPEARS:**

**MR SANTIAGO VARELA ULLASTRES**, of full age, of Spanish nationality, married,  
residing for these purposes in Spain and professional address in Madrid, calle Caballero  
Andante 8, Edificio Isolux Corsán (Isolux Corsan's building). Holder of the National/Tax  
Identification Card number 07.227.180-M and passport no. AAC747670 in force.

**WITNESSETH**

On behalf and in his capacity as Managing Director of the company named "**ISOLUX  
INFRASTRUCTURE NETHERLANDS, B.V.**", a Dutch company that is duly  
incorporated and validly existing according to the Laws of the Netherlands, with registered  
office in Herikerbergweg 238, Luna Arena, 1101CM Amsterdam Zuidoost, Holland,  
incorporated on June 13, 2012 and registered in the Amsterdam Companies Register under  
number 33203015 (the "**Company**").

The Company is duly incorporated and is validly existing according to the Dutch  
laws as it appears in the statement issued by the Amsterdam Companies Register on July

FÁTIMA POSSE COSTAS  
TRADUCTORA - INTÉRPRETE  
JURADA DE INGLÉS  
C/ Santa Engracia 122, 6º B  
28003 Madrid  
Tel.: 913993774 / 627926297  
E-mail: faposse@translitera.com

13, 2012. The original document in Dutch, duly legalised with the Hague Convention Apostille of October 5, 1961 and issued by the Amsterdam Companies Register and its sworn-in translation into Spanish, was presented to me for my consideration.

Mr. Santiago Varela Ullastres was appointed the Company's Managing Director at the General Shareholders' Meeting held on October 29, 2012 as it results from the resolution certified by Apostille shown to me.

I judge the powers of representation accredited to be empowered to grant this power of attorney deed, according to copy of said deed which is exhibited to me and that is in force. I, the Notary, declare that in the master document granted by me it does not exist any revocation note of the mentioned power of attorney. The appearing person declares that the details of the company he represents are those appearing in the mentioned power of attorney and other previous mentioned deeds, and that the corporate purpose, name, registered address and legal capacity of the company on whose behalf he takes part have not been modified.

I, the Notary, expressly state that I have complied with the obligation to identify the beneficial owner established in the **Law 10/2010, of April 28**, whose result appears in the deed executed before the Notary of Madrid Mr Carlos del Moral Carro on August 3, 2012 under number 2291 of his record book, and the appearing party states that its contents have not been modified.

I know the appearing party and I consider he has the legal capacity to execute this **POWER OF ATTORNEY DEED**, whereby

**HE EXECUTES**

FÁTIMA POSSE COSTAS  
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That on behalf of the company "ISOLUX INFRASTRUCTURE NETHERLANDS, B.V." HE GRANTS POWER OF ATTORNEY, as extensive and sufficient as required per Law, in favour of MR JOSÉ-RAMÓN BALLESTEROS MARTÍNEZ, of age, married, Engineer, residing for these purposes in Madrid, at Caballero Andante 8 and holder of the National/Tax Identification Card number 02,648,411-F and MR JOSE ANTONIO LABARRA BLANCO, of age, married, of Spanish nationality, residing for these purposes in Madrid, C/ Caballero Andante nº 8, Edificio Isolux Corsán. Holder of the National/Tax Identification number 07473971Y and passport no. AAF714564, so that any of them severally and indifferently, only and exclusively in relation to the Project: *"Project to develop, design, build, finance, operate and maintain the I-69 Section 5 project through an availability payment concession pursuant to a public-private partnership agreement. The I-69 Section 5 project consists of upgrading approximately 21 miles of existing State Route 37, a four-lane median divided highway, between Bloomington, IN and Martinsville, IN to an interstate highway"*, may exercise the following

#### POWERS

1.- To contract all types of works, rehabilitations, installations, concessions, supplies and the rendering of services, including integral management, the operation of works and installations and the commercialization of such services as well as of the products and by-products generated by them, that are to be undertaken within Spanish territory or in any other sovereign State, even in national and international maritime and airspace, with and for all types of persons and entities of the government administration and the territorial organization thereof in the respective country, even with the Ministry of Defence (Armed Forces), international organizations or institutions; and to do this, to take part in direct

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JURADA DE INGLÉS<sub>3</sub>  
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awards, competitions and auctions, as well as all types of bids regardless of the procedure thereof, open, restricted or negotiated, submitting proposals either verbally or in writing and, in the event of a tie in the corresponding award, to resolve it by any of the means permitted by Law, even simple bids; to make statements of capacity and solvency before the awarding entities and their legal advisers; to accept contract awards, to conclude and formalize these, whether private or public; to withdraw proposals and abandon awards and contracts, and to seek their interpretations, performance and resolutions, as well as to reach a settlement on these; to take part in the issuing of stakeout reports and stakeout verification; to sign assessed construction measurements, certificates and provisional and final or definitive settlements, as well as make any observations on these and to challenge them; to attend any acceptance or conformity proceedings with regard to the purpose of the agreements and to state conformity, objections or reservations and to sign the corresponding documents; to appear during the taking of measurements, assessments and settlements due to termination, suspension, resolution or abandonment of agreements giving conformity thereto or otherwise and to collect or pay, as appropriate, the resulting balances; to request price reviews and updates following the proceedings through all of their formalities and to collect any quantities recognized for the Company for this; to seek, accept and subscribe amendments of agreements and the subject thereof, whether these are works, services, installations, supplies, sales; to request, agree and sign modified, revised, additional or complementary projects, additional budgets and contingency prices; to agree with suppliers and subcontractors, and therefore to purchase all the merchandise, materials, raw materials, utensils, installations and supplies required by the corporate activities, to totally or partially subcontract construction for which the Company is contractor and to

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contract the services that such construction requires, and to sign the corresponding agreements.

2.- To sign any texts and documents whether private or public requiring the powers granted.

**INFORMATION ON DATA.** In accordance with Organic Act 15/1999, the appearing party is informed and accepts the incorporation of his personal data and the copy of his national Identity card in the automated files existing in this Notary Office in order to carry out the inherent tasks of the notarial activity and to carry out the data communication provided in the Law to the Public Authorities and, where appropriate, to the Notary Public succeeding the existing Notary in its post. The appearing party may exercise its right to access, rectify, cancel and object in the authorizing Notary office.

The data will be maintained therein confidentially and protected by protocol secrecy, without prejudice to any obligatory references imposed by legislation in force.

He so executes. I make the appropriate legal reservations and warnings.

After the appearing party reads this deed, at his choice, and consents thereto, he ratifies its contents and signs it with me, the Notary, who attests to the fact that his consent has been freely given, to the fact that the execution is legal and to the duly-informed will of the appearing party as he takes part, and to the entire contents of this public deed issued on four sheets of paper series BL numbers 4317846 and the following three ones in due order.

The signature of the appearing party appears. Signed. Santiago-María Cardelús Muñoz-Seca. Signed and sealed.

NOTE: On June 27, 2013, at the request of "ISOLUX INFRASTRUCTURE NETHERLANDS, B.V." I issue a copy of this deed on four sheets of stamped paper for

FÁTIMA POSSE COSTAS  
TRADUCTORA - INTÉRPRETE  
JURADA DE INGLÉS  
C/ Santa Engracia 122, 6º B  
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E-mail: faposse@translitera.com

exclusive use for notarial documents, series BL numbers 4319906 and the following three papers in sequential order. I ATTEST. Santiago-María Cardelús.- Signed and sealed.

FEE APPLICATION. Act 8/1989, April 13, and Royal Decree 1426/1989,  
November 17  
**NO FEE AMOUNT**

THIS IS AN EXACT COPY of the master document, where I note it. And upon request of **ISOLUX INFRASTRUCTURE NETHERLANDS, B.V.** I issue this attestation on four sheets of paper for exclusive use for notarial documents, series and numbers **BQ1045168** and the following three ones in sequential order, which I sign, stamp and seal in Madrid, on the twenty-seventh of December of the year two thousand and thirteen. I ATTEST.

*[Signature illegible]*

*[Stamp: Notarial Authority to Attest Documents; General Board of Spanish Notaries; European Notaries; Number 0188262809]*

FÁTIMA POSSE COSTAS  
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E-mail: faposse@translittora.com

**THIS PAPER HAS BEEN ATTACHED WITH THE SEAL OF THE  
NOTARY ASSOCIATION TO THE DEED EXECUTED BY**

Mr. Santiago María Cardelús Muñoz-Seca, Notary of Madrid,  
On December 27, 2013 under number 1514 of his record book.

**APOSTILLE**

(Convention de La Haya du 5 octobre 1961)  
(Royal Decree 2433/1978, of October 2)

1. Country: SPAIN  
This public document
2. has been signed by **MR. SANTIAGO-MARÍA CARDELÚS MUÑOZ SECA**
3. acting in the capacity as NOTARY
4. bears the seal/stamp of his NOTARY'S OFFICE

**CERTIFIED**

5. In Madrid
6. On December 27, 2013
7. by the Chairman of the Madrid Notaries Association
8. No. **108078**
9. Seal / Stamp
10. Signature  
[Illegible signature]  
**Mr. Carlos Solís Villa**  
On behalf of the Chairman

*[Stamp: Notarial Authority to Attest Documents; General Board of Spanish Notaries;  
European Notaries; Number 0194523306]*

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MINISTERIO DE ASUNTOS EXTERIORES Y DE COOPERACIÓN

**LEGALIZACIONES**

Visto Bueno para legalizar la firma que antecede por ser, en su parecer, auténtica, sin prejuzgar la veracidad del contenido del documento ni ulterior destino que pueda dársele.

Madrid,

**30 DIC 2013**

P. EL SUBSECRETARIO

Mª Teresa Gómez García-Oliva  
Jefe de Negociado

**CERTIFICATE**

(Order in Council of February 8, 1996, Decree 79/96)

Mrs Fátima Posse Costas,  
English-Spanish Sworn Translator,  
does hereby certify that this is a true and accurate  
translation **into English**  
from the original Spanish document.

Madrid, December 30, 2013

**CERTIFICACIÓN**

(Orden del 8-2-96, Real Decreto 79/96)

Doña Fátima Posse Costas,  
Intérprete Jurado de Inglés, certifica que  
la que antecede es traducción fiel y completa **al inglés**  
de un documento redactado en español.

En Madrid, a 30 de diciembre de 2013

FÁTIMA POSSE COSTAS  
TRADUCTORA - INTÉRPRETE  
JURADA DE INGLÉS  
C/ Santa Engracia 122, 6º B  
28003 Madrid  
Tel.: 913993774 / 627926297  
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BP6229494

BN0481972

MARIA CARDELUS MUÑOZ-SECA

Notario.

C/ Lagasca, 56

578 81 77 - Fax 91 578 82 15

28001 MADRID

MARIA CARDELUS MUÑOZ-SECA

Notario

C/ Lagasca, 56

Teléf. 91 578 81 77 - Fax 91 578 82 15

28001 MADRID

NUMERO NOVECIENTOS. -----

En Madrid, nueve de marzo de dos mil seis.-----

Ante mí, **SANTIAGO-MARÍA CARDELÚS MUÑOZ-SECA**, Notario del Ilustre Colegio de esta Capital, con residencia en la misma,

-----COMPARECE-----

**DON NESTOR MONTOYA VILLARROYA**, mayor de edad, casado, vecino de MADRID, (MADRID), con domicilio en C/ Zurbano, N.º 76. Titular de D.N.I./N.I.F. número 17803948Q. -----

INTERVIENE en nombre y representación como Apoderado de la entidad mercantil denominada "**CORSAN-CORVIAM, CONSTRUCCIÓN, S.A.**", antes denominada "CONSTRUCCIÓN Y GESTION DE SERVICIOS, S.A.", domiciliada en Madrid, calle Zurbano, número 76; constituida por tiempo indefinido, en escritura autorizada por el Notario de Madrid, Don Antonio Crespo Monerri, el día 14 de julio de 1.989, bajo el número 2.498 de orden, y adaptada a la legislación vigente mediante escritura autorizada por el mismo Notario, Sr. Crespo Monerri, el día 27 de marzo de 1.991, bajo el número 1.140 de orden. Dicha sociedad adoptó su actual denominación y modificó su objeto social mediante escritura autorizada por el Notario de Madrid, Don Ricardo-Isaias Perez Ballarin, con fecha 16 de octubre de 2002, bajo el número 153 de orden de su protocolo. Y asimismo refundió sus Estatutos mediante escritura autorizada por el

Notario de Madrid, Don Ricardo-Isaias Pérez Ballarín, el día 12 de mayo de 2003, número 1079 de protocolo. -----

INSCRITA en el Registro Mercantil de Madrid, al tomo 17.920, libro 0, folio 173, sección 8, hoja M-18014, inscripción 192ª, de refundición de Estatutos. -----

Su NUMERO DE IDENTIFICACIÓN FISCAL es: A-79222709. --

Para acreditar la representación alegada me aporta y devuelvo copia autorizada de la escritura de apoderamiento con facultades suficientes para este acto otorgada por la representada sociedad bajo la fe del Notario de Madrid, Don Ricardo-Isaias Pérez Ballarín, el día 7 de Marzo de 2003, bajo el número 536 de protocolo, con nota de haber causado la inscripción 187 en la hoja de la sociedad. --

Son a mi juicio y bajo mi responsabilidad suficientes las facultades representativas acreditadas, por cuanto que está expresamente facultado para otorgar la presente escritura de poder ; según resulta de copia de dicha escritura de poder que me exhibe y me asegura vigente. Manifiesta el compareciente que no ha variado la capacidad de su representada. -----

Conozco al compareciente. Le juzgo con la capacidad legal necesaria para formalizar la presente escritura de **APODERAMIENTO** y, al efecto, -----

-----OTORGA:-----

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SECRETARIA



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Que en la representación que actúa de "CORSAN-CORVIAM, CONSTRUCCIÓN, S.A.", confiere poder a favor de DON NICOLAS ALONSO BERRIO-ATEGORTUA, mayor de edad, divorciado, con domicilio a estos efectos en Madrid, calle Alcocer número 41. Titular de DNI/NIF número 50.678.689Y , para que, en nombre y representación de la Sociedad \_\_\_\_\_

\_\_\_\_\_PUEDA: \_\_\_\_\_

Tanto en España como en cualquier país del extranjero: \_\_\_\_\_

a) Mancomunadamente con otro apoderado de la Sociedad facultado al efecto: \_\_\_\_\_

a1.- Abrir cuentas corrientes, de crédito, ahorro, de depósito y de cualquier otra clase con establecimientos bancarios o de crédito o de financiación y particulares, incluso con el Banco de España y los bancos de crédito oficial, tanto para operaciones nacionales como en cualquier país del extranjero. \_\_\_\_\_

a2.- Ceder y adquirir mediante precio o no, los derechos y obligaciones de toda clase de contratos celebrados, incluso los mismos contratos. \_\_\_\_\_

a3.- Transigir sobre créditos en contra y a favor de la Sociedad y cuestiones relacionadas con los contratos celebrados por la misma \_\_\_\_\_

a4.- Convenir con proveedores y subcontratistas, y por tanto comprar todas las mercancías, materiales, materias primas, utensi-

lios, instalaciones y aprovisionamientos que requieran las actividades sociales; subcontratar total o parcialmente obras de las que la Sociedad sea contratista y contratar los servicios que dichas obras requieran, cuando el precio de cada una de las operaciones exceda de veinte mil euros.-----

a5.- Y para todo ello, firmar los escritos y documentos ya privados ya públicos que requieran las facultades conferidas.-----

**b) De forma solidaria e indistinta, -----**

b1.- Ostentar la representación legal y jurídica de la Sociedad en toda clase de relaciones; negocios, actos, contratos y operaciones; salvo aquellos a que se contraen las facultades mancomunadas antes enunciadas y los que requieran disposición de fondos y adquisición, disposición y gravamen de bienes, y ante toda clase de personas de derecho privado; de derecho público y Tribunales de Justicia, incluso el Constitucional, ejercitando y defendiendo en cualquier ámbito, jurisdicción o esfera, los derechos y acciones que asistan a la Sociedad, e interponer y ratificar denuncias y querellas criminales; convenir someter a arbitraje en cualquiera de sus modalidades los litigios en los que pueda quedar implicada la Sociedad, y nombrar y solicitar el nombramiento de árbitros, así como intervenir en los arbitrajes; personarse y actuar en procedimientos concursales, sin limitación de facultades; y en tales expedientes admitir en pago o para

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pago de deudas cesiones de bienes de cualquier clase, procedentes de cualquier deudor. -----

**b2.-** Constituir Agrupaciones, Uniones Temporales de Empresas o Agrupaciones de Interés Económico, conjuntamente con otra u otras personas naturales o jurídicas, de acuerdo con la legislación vigente en la materia, redactar y aceptar Estatutos y designar el Gerente y demás cargos de las mismas, con las facultades previstas en la Ley, determinar el fondo operativo, capital y cuotas de participación, así como proceder a su liquidación o disolución, si procediere, mediante el oportuno reparto de fondos; aceptar el nombramiento de la Sociedad como Gerente y designar la persona o personas físicas que hayan de encarnar el cargo; aceptar ser nombrado miembro del Comité de Gerencia y ejercer dicho cargo. -----

**b3.-** Contratar toda clase de obras, rehabilitaciones, instalaciones, concesiones, suministros y la prestación de servicios, incluyendo la gestión integral, la explotación de obras e instalaciones y la comercialización tanto de dichos servicios como de los productos y subproductos que generen, que hayan de realizarse en el territorio del Estado Español o de cualquier otro país soberano, incluso en los espacios marítimos y aéreos nacionales e internacionales, con y para toda clase de personas y organismos de la administración pública y de su organización territorial del respectivo país, incluso con el

Ministerio de Defensa (Fuerzas Armadas), organizaciones o instituciones internacionales; y para ello, concurrir a adjudicaciones directas, concursos y subastas, así como a toda clase de licitaciones cualquiera que sea su procedimiento, abierto, restringido o negociado, formulando proposiciones bien de palabra ya por escrito y, en caso de empate en la adjudicación correspondiente, resolverla por cualquiera de los medios permitidos por la ley, incluso pujas a la llana; realizar declaraciones de capacidad y solvencia antes los poderes adjudicadores y sus asesorías jurídicas; aceptar adjudicaciones de contratos, convenirlos y formalizarlos, ya sean privados, ya públicos; retirar proposiciones y desistir de adjudicaciones y contratos, e instar sus interpretaciones, cumplimiento y resoluciones, así como transigir sobre ellos; intervenir en el levantamiento de actas de replanteo y de comprobación de replanteo; suscribir mediciones valoradas de obra, certificaciones y liquidaciones provisionales y finales o definitivas, así como manifestar observaciones a las mismas e impugnarlas; asistir a todo acto de recepción o conformidad con la realización del objeto de los contratos y manifestar conformidad; reparos o reservas y firmar la actas correspondientes; comparecer a la práctica de mediciones, valoraciones y liquidaciones por terminación; suspensión, resolución o desistimiento de contratos dando o no conformidad a las mismas y percibir o pagar, en su caso, los saldos re-

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sultantes; solicitar revisión y actualización de precios siguiendo los expedientes por todos sus trámites y percibir las cantidades que por ello se reconozcan a la Empresa; instar, aceptar y suscribir modificaciones de contratos y de aquello que tengan por objeto, ya sean obras, servicios, instalaciones, suministros, ventas; pedir, convenir y firmar proyectos modificados, reformados, adicionales o complementarios, presupuestos adicionales y precios contradictorios. -----

b4.- Tomar en arrendamiento bienes inmuebles; solicitar permisos para la nueva implantación, reforma, ampliación o modificación de industrias o negocios; solicitar las licencias y autorizaciones que requieran las actividades a desarrollar por la Sociedad, incluso los contratos celebrados con terceros. -----

b5.- Asegurar las obligaciones de terceros para con la Sociedad, conviniendo todo tipo de garantías. -----

b6.- Reclamar el cumplimiento de obligaciones de terceros para con la Sociedad; recibir cheques, pagarés, certificaciones de obras o servicios y dinero, en definitiva cobrar de terceros, cualquiera que sea su causa y la finalidad, incluso de la Agencia Tributaria, de la Caja General de Depósitos, de las Administraciones Públicas en los ámbitos estatal, autonómico, provincial y municipal, de los Tribunales, de los bancos e instituciones de crédito y financieras, de las compañías de seguro; imputar las cantidades que se perciban. -----

b7.- Realizar declaraciones de capacidad y solvencia a los efectos de las clasificaciones como contratista de obras y servicios, y sobre el objeto social y las actividades incluidas en el mismo; declarar pérdidas de documentos públicos o privados; solicitar y retirar documentos de cualquiera administración pública o de personas de derecho privado.-----



b8.- Cursar a través de las administraciones de Correos y Telégrafos, así como de las compañías privadas de mensajería, y recibir de todas ellas, así como de las oficinas de aduanas, bultos, cartas, certificados, giros postales, valores declarados, telegramas y giros telegráficos, faxes, burofaxes, abrir la correspondencia y contestarla; efectuar y contestar requerimientos notariales.-----

b9.- Representar a la Sociedad en juicio o fuera de él, y contestar a preguntas en interrogatorios de parte y como testigo en toda clase de procedimientos judiciales y administrativos.-----

b10.- Convenir con proveedores y subcontratistas, y por tanto comprar todas las mercancías, materiales, materias primas, utensilios, instalaciones y aprovisionamientos que requieran las actividades sociales; subcontratar total o parcialmente obras de las que la Sociedad sea contratista y contratar los servicios que dichas obras requieran; si bien el precio de cada operación limitado a un máximo de veinte mil euros.-----



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b11.- Y para todo ello, firmar los escritos y documentos ya privados ya públicos que requieran las facultades conferidas.

**INFORMACION DE DATOS.-** De acuerdo con lo establecido en la Ley Orgánica 15/1999, el compareciente queda informado y acepta la incorporación de sus datos personales a los ficheros automatizados existentes en esta Notaría; datos que se conservarán en la misma, con carácter confidencial, al estar amparados por el secreto del protocolo, sin perjuicio de las remisiones de obligado cumplimiento impuestas por la normativa vigente.

Así lo otorga.

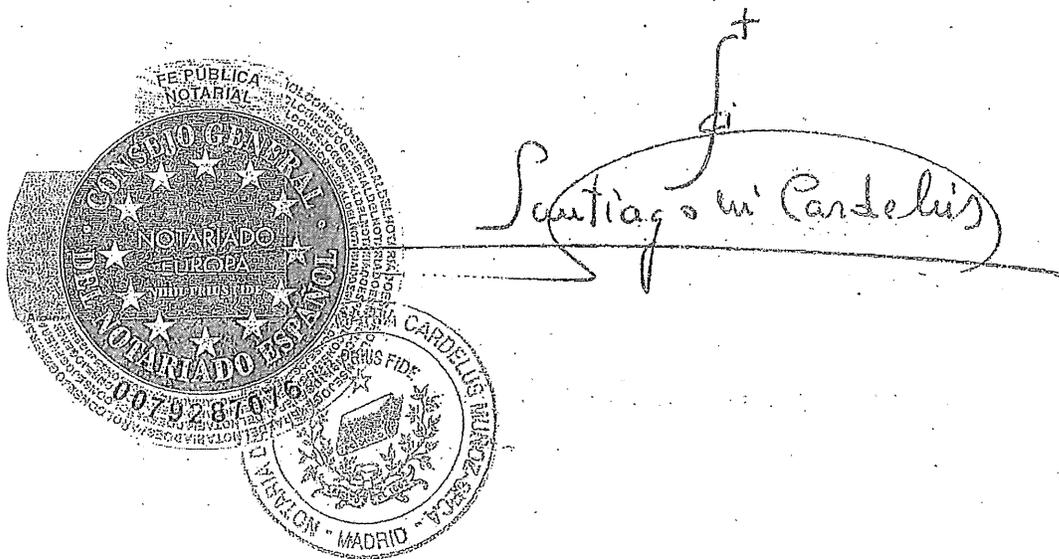
Leída esta escritura por el compareciente; a su elección, la encuentra conforme, se ratifica en su contenido y la firma conmigo, el Notario, que doy fe, de que el consentimiento ha sido libremente prestado y de que el otorgamiento se adecua a la legalidad y a la voluntad debidamente informada del otorgante según interviene y de todo lo consignado en este instrumento público; extendido en cinco folios de la serie 6R números: 5973440, 5973441, 5973442, 5973443 y 5973444.

Está la firma de Don Néstor Montoya Villarroya.- Signado: Santiago-María Cardelús Muñoz-Seca. Rubricados y sellado.



APLICACION ARANCEL .- Ley 8/1989, de 13 de abril y Real  
Decreto 1426/1989, de 17 de Noviembre  
**DOCUMENTO SIN CUANTIA**

ES COPIA exacta de su matriz, donde la dejo anotada. Y a ins-  
tancia de la entidad "CORSAN-CORVIAM, CONSTRUCCIÓN, S.A.",  
la expido en cinco folios de papel exclusivo para documentos nota-  
riales, serie y números 7C 1612300 y los cuatro siguientes en orden  
correlativo, que signo, firmo, rubrico y sello en Madrid, El trece de  
marzo de dos mil seis. DOY FE. -----



The image shows two circular notary seals and a handwritten signature. The larger seal on the left is from the 'CONSEJO GENERAL DE NOTARIOS DE ESPAÑA' (General Council of Notaries of Spain) and includes the text 'NOTARIADO EUROPEO' and 'NOTARIADO ESPAÑOL'. The smaller seal on the right is for 'SANTIAGO M. CARDELLIS' and 'MADRID'. The signature 'Santiago M. Cardellis' is written in cursive over a horizontal line.



Libro Indicador del año 2013  
Sección 2ª  
Asiento nº 2198

YO, SANTIAGO-MARÍA CARDELÚS MUÑOZ-SECA, Notario de Madrid, y de su Ilustre Colegio Notarial, DOY FE: -----

Que lo anteriormente fotocopiado concuerda bien y fielmente con el documento exhibido al que me remito y devuelvo. Y a petición de parte interesada, libro el presente TESTIMONIO, extendido sobre seis folios de papel exclusivo para documentos notariales, de Serie BN, números: 0481972 y los cinco folios siguientes en orden correlativo, en Madrid, a once de Septiembre de dos mil trece.-



*Santiago María Cardelús Muñoz-Seca*



07/2013



BP6229488

PAPER FOR EXCLUSIVE USE FOR NOTARIAL DOCUMENTS  
 [State stamp and paper - 0,15 €]

BN0481972

01/2013

[Round stamp: Santiago María Cardelús Muñoz-Seca, Notary's Office]

[Square stamp: Santiago María Cardelús Muñoz-Seca, Notary's Office, c/ Lagasca, 56 – Tel. 91 576 61 77 – Fax: 91 576 62 15- 28001 Madrid]

NUMBER NINE HUNDRED.-----

In Madrid, on the ninth of March of two thousand and six.-----

Before me, **SANTIAGO-MARÍA CARDELÚS MUÑOZ-SECA**, Notary of the  
 Illustrious College of Notaries of this Capital, residing herein,

-----APPEARS:-----

**MR NESTOR MONTOYA VILLARROYA**, of full age, married, resident in  
 MADRID with address at C/ Zurbano, no. 76. Holder of the Spanish National/Tax  
 Identification Card number 17803948Q.

**WITNESSETH:** On behalf and in representation of the Spanish company “**CORSÁN-CORVIAM, CONSTRUCCIÓN, S.A.**” formerly named “**CONSTRUCCIÓN Y GESTIÓN DE SERVICIOS, S.A.**” with registered office in Madrid, calle Zurbano 76; constituted for an indefinite period of time by means of deed executed before the Notary of Madrid Mr. Antonio Crespo Monerri, on the 14<sup>th</sup> of July 1989 under protocol number 2498 and adapted to the laws in force by means of deed executed before the same Notary, Mr. Crespo Monerri, on 27<sup>th</sup> March 1991 under protocol number 1140. The company adopted its current name and changed its corporate purpose by means of deed executed before the Notary of Madrid Mr. Ricardo-Isaias Pérez Ballarín, on the 16<sup>th</sup> of October, 2002 under protocol number 153. Likewise the company rewrote its Bylaws by means of deed executed before the Notary of Madrid Mr. Ricardo-Isaias Pérez Ballarín on the 12<sup>th</sup> of May, 2003 under protocol number 1079.

The company is registered in the Register of Companies of Madrid in Volume 17920, Book 0, Folio 173, Section 8, Sheet M-18014, Entry 192<sup>nd</sup>, of Bylaws revision.

Its TAX IDENTIFICATION NUMBER is A-79222709.

To give credit to the representation mentioned he gives me and I return authorized copy of the power of attorney deed with sufficient powers for this act executed by the company before the Notary of Madrid, Mr. Ricardo-Isaias Pérez Ballarin, on the 7<sup>th</sup> of March 2003, under protocol number 536, with note that caused entry 187 in the company's sheet.

I judge the powers of representation accredited to be empowered to jointly grant any power of attorney deed, and therefore this POWER OF ATTORNEY, according to copy of said deed which is exhibited to me and that is in force. The appearing person declares that he keeps acting in the mentioned capacity and that the legal capacity of the company on whose behalf he takes part persists.

The appearing party is known to me. I consider that he possesses the necessary legal capacity to execute this POWER OF ATTORNEY and to this effect,

**HE GRANTS**

07/2013



PAPEL EXCLUSIVO PARA DOCUMENTOS



PAPEL FOR EXCLUSIVE USE FOR NOTARIAL DOCUMENTS  
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BP6229487

BN0481973

01/2013

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[Square stamp: Santiago María Cardelús Muñoz-Seca, Notary's Office, c/ Lagasca, 56 – Tel. 91 576 61 77 – Fax: 91 576 62 15- 28001 Madrid]

That in the representation of “**CORSAN-CORVIAM, CONSTRUCCIÓN, S.A.**” he grants power in favour of **MR. NICOLAS ALONSO BERRIO-ATEGORTUA**, of age, divorced, residing for these purposes in Madrid, calle Alcocer 41. Holder of the Spanish National/Tax Identification Number 50.678.689-Y, so that, on behalf of the Company

#### HE GRANTS

Both in Spain as well as in any foreign country:

a) **Jointly with another representative of the Company empowered for this purpose:**

a.1 To open checking, credit, savings, deposits and any other type of accounts with banking or credit or financing and private establishments, even with the Bank of Spain and official credit banks, for national transactions as well as those in any foreign country.

a.2 To assign and acquire the rights and obligations of all types of agreements executed, even the agreements themselves, for a price or otherwise.

a.3 To settle on credits against and in favour of the Company and issues regarding any of the agreements executed by it.

a.4 To agree with suppliers and subcontractors, and therefore to purchase all the merchandise, materials, raw materials, utensils, installations and supplies required by the corporate activities, to totally or partially subcontract construction for which the

Company is contractor and to contract the services that such construction requires, when the price of each one of the transactions exceeds twenty thousand Euros.

a.5 And in doing so, to sign any texts and documents whether private or public requiring the powers granted.

b) **Severally and indistinctly,**

b.1 To hold the legal and juridical representation of the Company in all types of relations, businesses, acts, agreements and transactions, with the exception of those that refer to the joint powers indicated above and which require the disposal of funds and acquisition, disposal and encumbrances of goods, and before all types of private and public law individuals and Courts of Justice, even the Constitutional Court, exercising and defending the rights and actions available to the Company within any scope, jurisdiction or sphere, and to file and ratify complaints and criminal actions; to agree to submit any litigation in which the Company may be involved to arbitration in any of its forms, and to appoint and request the appointment of arbitrators as well as to take part in the arbitration; to appear and act in bankruptcy proceedings, without limits to powers, and in such proceedings to admit assignments of goods of any type, from any debtor, in payment or for the payment of debts.

07/2013



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b.2 To establish Associations, Joint Ventures, Associations of Economic Interest, jointly with another or other individuals or bodies corporate, in accordance with legislation in force on the material, to draft and accept Bylaws and to appoint the Manager and other positions thereof, with the powers envisaged by Law, to determine the operating fund, capital and stake quotas, as well as to proceed with their winding up or dissolution, where appropriate, by means of the appropriate distribution of funds; to accept the appointment of the Company as Manager and to designate the individual or individuals who are to hold the post; to accept the appointment as a member of the Management Committee and to exercise such position.

b.3 To contract all types of works, rehabilitations, installations, concessions, supplies and the rendering of services, including integral management, the operation of works and installations and the commercialization of such services as well as of the productions and byproducts generated by these, that are to be undertaken within Spanish territory or in any other sovereign State, even in national and international maritime and airspace, with and for all types of persons and entities of the government administration and the territorial organization thereof in the respective country, even with the Ministry of Defense (Armed Forces), international organizations or institutions; and to do this, to take part in direct awards, competitions and auctions, as well as all types of bids regardless of the procedure thereof, open, restricted or negotiated, submitting proposals either verbally or in writing and, in the event of a tie in the corresponding award, to

resolve it by any of the means permitted by Law, even simple bids; to make statements of capacity and solvency before the awarding powers and their legal advisers; to accept contract awards, to conclude and formalize these, whether private or public; to withdraw proposals and abandon awards and contracts, and to seek their interpretations, performance and resolutions, as well as to reach a settlement on these; to take part in the issuing of stakeout reports and stakeout verification; to sign assessed construction measurements, certifications and provisional and final or definitive settlements, as well as make any observations on these and to challenge them; to attend any acceptance or conformity proceedings with regard to the purpose of the agreements and to state conformity, objections or reservations and to sign the corresponding documents; to appear during the taking of measurements, assessments and settlements due to termination, suspension, resolution or abandonment of agreements giving conformity thereto or otherwise and to collect or pay, as appropriate, the resulting balances; to request price reviews and updates following the proceedings through all of their formalities and to collect any quantities recognized for the Company for this; to seek, accept and subscribe amendments of agreements and the subject thereof, whether these are works, services, installations, supplies, sales; to request, agree and sign modified, revised, additional or complementary projects, additional budgets and contradictory prices;



07/2013

A standard 1D barcode located below the "TIMBRE DEL ESTADO" stamp.



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BN0481975

01/2013

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*[Square stamp: Santiago María Cardelús Muñoz-Seca, Notary's Office, c/ Lagasca, 56 – Tel. 91 576 61 77 – Fax: 91 576 62 15- 28001 Madrid]*

b.4 To take and give real estate under lease; to request permits for the new implementation, reform, increase or modification of industries or businesses; to request the permits and authorizations required by the activities to be undertaken by the Company, even agreements executed with third parties.

b.5 To ensure the obligations of third parties with the Company, agreeing upon all types of guarantees.

b.6 To claim the fulfillment of third party obligations with the Company; to receive checks, promissory notes, construction or service certificates and cash, in short, to collect from third parties, regardless of the cause and purpose thereof, even from the Tax Authorities, the Government Depositary, the Government Administration in the State, autonomous region, provincial and municipal spheres, from the Courts, from banks and credit and financial institutions, from insurance companies; to credit any quantities received.

**b.7** To issue statements of capacity and solvency for classifications as contractor of construction and services, and on the corporate purpose and activities included therein; to declare losses of public or private documents; to request and withdraw documents from any government administration or private law individuals.

**b.8** To issue by means of the Postal Authorities, as well as through private courier companies, and to receive from all of them, as well as from customs offices, packages, letters, certified mail, postal orders, declared goods, telegrams and wire transfers, faxes, bureaufaxes; to open correspondence and respond to it; to issue and respond to notarial summons.

**b.9** To represent the Company in court or out, and to respond to questions in interrogatories of the parties and as a witness in all types of legal and administrative proceedings.

**b.10** To agree with suppliers and subcontractors, and therefore to purchase all the merchandise, materials, raw materials, utensils, installations and supplies required by the corporate activities, to totally or partially subcontract construction for which the Company is contractor and to contract the services that such construction requires, although the price of each transaction is limited to a maximum of twenty thousand Euros.

07/2013



EXCLUSIVO PARA DOCUMENTOS NOTARIALES

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES



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**b.11** And in doing so, to sign any texts and documents whether private or public requiring the powers granted.

**INFORMATION ON DATA.** In accordance with Organic Act 15/1999, the appearing party is informed and accepts the incorporation of his personal data in the automated files existing in this Notary Office; data that will be maintained therein confidentially and protected by protocol secrecy, without prejudice to any obligatory remittances imposed by legislation in force.

He so executes.

After the appearing party reads this deed, at his choice, and consents thereto, he ratifies its contents and signs it with me, the Notary, who attests to the fact that his consent has been freely given, to the fact that the execution is legal and to the duly-informed will of the appearing party as he takes part, and to the entire contents of this public deed issued on five sheets of paper series 6R, numbers 5973440, 5973441, 5973442, 5973443 and 5973444.

This is the signature of Mr. Nestor Montoya Villarroya.- Signed and sealed.

FEE APPLICATION. Act 8/1989, April 13,  
and Royal Decree 1426/1989, November 17

**NO FEE AMOUNT**

THIS IS AN EXACT COPY of the master document, where I note it. And at the request of the Company "CORVAN-CORVIAM CONSTRUCCIÓN, S.A.", I issue this attestation on five sheets of paper for exclusive use for notarial documents, series and numbers 7C 1612300 and the four following ones in correlative order, which I sign, stamp and seal in Madrid, on the thirteenth of March of the year two thousand and six. I ATTEST.

*[Signature of Santiago Maria Cardelus]*

*[Round stamp of the Notary Office of Santiago Maria Cardelus Muñoz Seca]*

*[Seal of the Notarial Authority to Attest Documents; General Board of Spanish Notaries; European Notaries; No. 0079287076]*

BP6229483

07/2013



PAPER FOR EXCLUSIVE USE FOR NOTARIAL DOCUMENTS  
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## COMPANIES REGISTER OF MADRID

Paseo de la Castellana, 44 – 28046 Madrid

DOCUMENT PRESENTED	2006 35705,0
DAILY LEDGER	1.626
ENTRY	78

THE UNDERSIGNED COMPANIES REGISTRAR, following his examination and rating of the preceding document in accordance with sections 18-2 of the Code of Commerce and 6 of the Companies Register Regulations, has proceeded to enter it in

VOLUME:	17,920	BOOK: 0	FOLIO:	223
SECTION:	8	PAGE: M-18014		
ENTRY:	248			

It is noted the lack of inclusion of the person/s mentioned to which the entry made in this Register by virtue of this document refers, in the Register of Bankruptcy Resolutions according to section 61 bis of the Companies Register Regulations.

Madrid, March 28, 2006

The Registrar  
[Illegible signature]

Deduction of the A.D.L. applied.

BASE: NO SET AMOUNT

FEES: SEVENTY-SEVEN EUROS AND EIGHTY-TWO CENTS

\*\*\*\*\* 77.82\*\*\*\*\*

Company: **CORSAN CORVIAM CONSTRUCCIÓN SA**

In accordance with sections 333 RH and 80 RRM, IT IS HEREBY NOTED that in accordance with the computer files of the Register (sections 12 and 79 Companies Register Regulations), the registration page on this company is not subject to any closing whatsoever, and neither is there any entry relative to bankruptcy, temporary receivership or dissolution.

I, SANTIAGO MARIA CARDELÚS MUÑOZ SECA, Notary of Madrid and of its Illustrious College of Notaries, CERTIFY:

That the foregoing is an exact copy of the document that is shown to me and which I refer to and return. And at the request of the interested party, I issue this certificate on six sheets of paper series BN, numbers 0481972 and the five following papers in correlative order. In Madrid, on the eleventh of September of the year two thousand and thirteen.

*[Signature of Santiago Maria Cardelus]*

*[Round stamp of the Notary Office of Santiago Maria Cardelus Muñoz Seca]*

*[Seal of the Notarial Authority to Attest Documents; General Board of Spanish Notaries; European Notaries; No. 0188318980]*

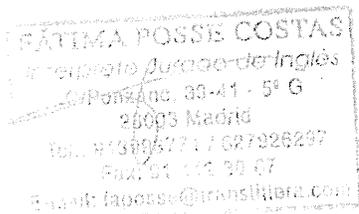
**CERTIFICATE**

(Order in Council of February 8, 1996, Decree 79/96)

Ms. Fátima Posse Costas,  
English-Spanish Sworn Translator, does hereby certify that  
this is a true and accurate translation into English  
from the original Spanish document.

Madrid, September 17, 2013

Signed and sealed: Ms. Fátima Posse Costas



**CERTIFICACIÓN**

(Orden del 8-2-96, Real Decreto 79/96)

Dofia Fátima Posse Costas,  
Intérprete Jurado de Inglés, certifica que  
la que antecede es traducción fiel y completa al inglés  
de un document redactado en español.

En Madrid, a 17 de septiembre de 2013

Sellado y firmado: Ms. Fátima Posse Costas

BP6229482

07/2013



ES TESTIMONIO LITERAL del documento exhibido, que se ha reproducido mediante fotocopia, al que me remito; lo libro yo, FERNANDO MOLINA STRANZ, Notario del Ilustre Colegio de Madrid, entendiendo en lo pertinente el idioma en que está redactado el documento, en trece folios de papel timbrado de uso exclusivamente notarial, de la serie BP, que son el presente y los doce anteriores en orden correlativo inverso y que sello con el de mi Notaría. Asiento numero XI-1693 de mi libro indicador.

En Madrid, a veinte de Diciembre de dos mil trece.  
DOY FE.



**AZTEC-TYPSA JV**

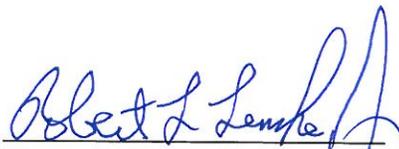
**OFFICER'S CERTIFICATE**

I, Robert L. Lemke, Jr., certify that I am the duly elected and qualified Officer of AZTEC-TYPSA JV (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Robert L. Lemke, Jr. to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:

  
Name: Robert L. Lemke, Jr.  
Title: Chief Executive Officer

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**



## AZTEC-TYPSA JV CORPORATE RESOLUTION

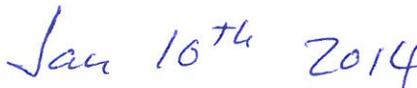
**We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Robert L. Lemke, Jr. to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

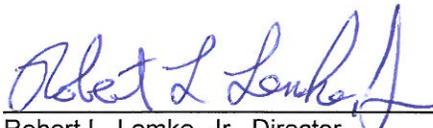
**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

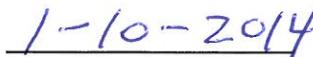
  
\_\_\_\_\_  
Pablo Bueno Tomas, Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Miguel Bardalet Vinals, Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert L. Lemke, Jr., Director

  
\_\_\_\_\_  
Date

**AZTEC Engineering Group, Inc.**

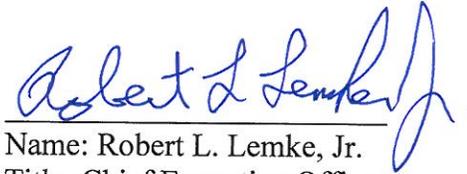
***OFFICER'S CERTIFICATE***

I, Robert L. Lemke, Jr., certify that I am the duly elected and qualified Officer of AZTEC Engineering Group, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Robert L. Lemke, Jr. to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:



Name: Robert L. Lemke, Jr.

Title: Chief Executive Officer

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**

## AZTEC ENGINEERING GROUP, INC. CORPORATE RESOLUTION

**We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Robert L. Lemke, Jr. to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

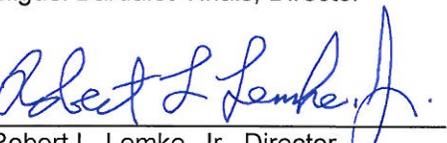
**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

  
\_\_\_\_\_  
Pablo Bueno Tomas, Director

1 / 7 / 14  
Date

  
\_\_\_\_\_  
Miguel Bardalet Vinals, Director

1 / 7 / 14  
Date

  
\_\_\_\_\_  
Robert L. Lemke, Jr., Director

1 / 7 / 14  
Date

**TYPSA (Tecnica y Proyectos S.A.)**

***OFFICER'S CERTIFICATE***

I, Miguel Bardalet, certify that I am the duly elected and qualified Officer of TYPSA (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Miguel Bardalet to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:



\_\_\_\_\_  
Name: Miguel Bardalet

Title: General Manager North America

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**



## TYPESA CORPORATE RESOLUTION

**I, the undersigned, being the Chief Executive Officer of this corporation and by the power vested in me by the Board of Directors of the Company, consent and agree that the following corporate resolution was made on December 20, 2013.**

The Board of Directors of the Company met on December 20 2013 in accordance with State law and the bylaws of this corporation and by unanimous consent, decided, among other matters, that:

A proposal should be submitted for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request for Proposal.

The Chief Executive Officer of the Company, in accordance with the powers granted by the Board, should authorize Miguel Bardalet to present said submission on behalf of the Company and to execute all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**The Chief Executive Officer of this corporation is authorized to perform the acts to carry out this corporate resolution.**

Pablo Bueno Tomas, Chief Executive Officer

Date

**GRADEX, Inc.**

**OFFICER'S CERTIFICATE**

I, Jason T. Dapp, certify that I am the duly elected and qualified Officer of Gradex, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Jason T. Dapp to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:

  
Name: Jason T. Dapp  
Title: President

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**

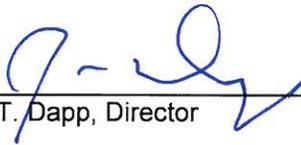
## GRADEX, INC. CORPORATE RESOLUTION

**The directors of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Jason T. Dapp to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

  
\_\_\_\_\_  
Jason T. Dapp, Director

DEC. 31, 2013  
Date

MINUTES OF A SPECIAL JOINT MEETING OF  
THE BOARD OF DIRECTORS AND SHAREHOLDERS OF  
FORCE CONSTRUCTION COMPANY, INC.  
HELD ON NOVEMBER 25, 2013

A Special Joint Meeting of the Board of Directors and Shareholders of FORCE CONSTRUCTION COMPANY, INC. was held at the offices of Force Construction Company, Inc., on November 25, 2013 at 7:00 AM.

Such meeting was held at such time and place pursuant to a call and waiver of notice and consent as follows:

We, the undersigned, being and constituting all of the Shareholders and Board of Directors of FORCE CONSTRUCTION COMPANY, INC. hereby call and waive notice of a Special Joint Meeting of Said Shareholders and Board of Directors to be held at the offices of Force Construction Company, Inc., for the purpose of transacting any and all business that may come before the meeting.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 25<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
HAROLD F. FORCE

  
\_\_\_\_\_  
DAVID L. FORCE

The Meeting was called to order by Harold F. Force, President and Chief Executive Officer of the Corporation. Additionally, in attendance for the duration of the meeting were David L. Force, Executive Vice President of the Corporation, and Timothy J. Nierman, Vice President, Finance, and the Secretary and Treasurer of the Corporation.

The President reported that the Corporation may have a special opportunity to complete work as a member of a team headed by I-69 Development Partners. The specific project would be bridge structures included as part of a Public-Private Agreement Procurement for Section 5 of I-69.

In advance of the development of a specific subcontract proposal to I-69 Development Partners, the President of the Company may be required to execute pre-proposal documents to I-69 Development Partners, Indiana Department of Transportation (INDOT) or Indiana Finance Authority (IFA).

Upon motion duly made, seconded and unanimously carried, the following Resolutions were adopted:

BE IT RESOLVED, that it is ratified and confirmed that Harold Force and David Force own One Hundred Percent (100%) of all Shares of Stock issued and outstanding in the name of the Corporation, and that each of aforesaid individuals owns Fifty Percent (50%) of such issued and outstanding Shares of Stock.

BE IT FURTHER RESOLVED, that it is hereby ratified and confirmed that the below listed individuals are the currently elected and acting Officers of the Corporation:

Harold Force	:	President and Chief Executive Officer
David Force	:	Executive Vice President
Timothy J. Nierman	:	Vice President, Finance, and Secretary and Treasurer
Patrick R. Kirchner	:	Vice President, Construction
Steven R. Surber	:	Vice President, Project Management

BE IT FURTHER RESOLVED, that the hereinbelow listed President of the Corporation is authorized, empowered and directed to execute instruments and other writings which shall bind the Corporation to obligations in favor of the I-69 Development Partners and INDOT/IFA. Said instruments and writings include, but are not limited to, Bids; Specifications; Change Orders; Contracts; Bonds and Sureties; Equal Employment Certificates; Policies of Insurance; Sub-Contracts; Material Acquisition; Releases; Applications; Fee Payments; Rental Agreements; Employee Records and Contracts and other items, directly or indirectly, related to the performance, or potential performance, of work by the Corporation in favor of I-69 Development Partners and INDOT/IFA.

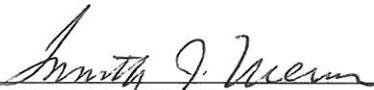
Harold Force	:	President and Chief Executive Officer
--------------	---	---------------------------------------

BE IT FURTHER RESOLVED, that the foregoing Resolutions shall remain in full force and effect until such time as this Corporation, at a duly constituted meeting of the Board of Directors, amends same and supplies aforesaid I-69 Development Partners with such amended power of authorization. In the event an amendment is made to aforesaid Resolution, such amendment shall be timely submitted to I-69 Development Partners in order that the authorized, empowered and directed acts of the Corporation can, and will, at all times be current with I-69 Development Partners.

There being no further business, the meeting was adjourned at 9:30 AM.

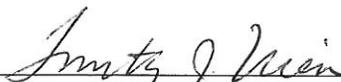
  
\_\_\_\_\_  
HAROLD FORCE, President

ATTEST:

  
\_\_\_\_\_  
TIMOTHY J. NIERMAN, Secretary

CERTIFICATION

I, Timothy J. Nierman, the duly elected and acting Secretary of Force Construction Company, Inc., an Indiana Corporation, do hereby certify that the foregoing Minutes are a true and exact report of the Special Joint Meeting of the Shareholders and Board of Directors of Force Construction Company, Inc., held on November 25, 2013, and that such acts are in full force and effect.

  
\_\_\_\_\_  
TIMOTHY J. NIERMAN, Secretary

**E&B Paving, Inc.**

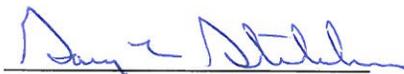
**OFFICER'S CERTIFICATE**

I, Gary L. Stebbins, certify that I am the duly elected and qualified Officer of E&B Paving, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indiana Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on June 3, 2013 by the sole shareholder and the director of E&B Paving, Inc., an Indiana Corporation, authorizing Gary L. Stebbins to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:



Name: Gary L. Stebbins

Title: President

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**

**WRITTEN CONSENT TO RESOLUTION OF THE  
SOLE SHAREHOLDER AND DIRECTORS OF E & B PAVING, INC.**

The undersigned, being the sole shareholder and the director of E & B Paving, Inc., an Indiana Corporation ("Corporation"), hereby consent to the following action to be taken by the Corporation in lieu of the annual meeting of the Shareholder and Directors of the Corporation;

RESOLVED, that the following persons are nominated and elected to serve as directors of the Corporation until their successors are duly elected and qualify;

Earl Brinker and Gary Stebbins;

RESOLVED, that the following persons are nominated and elected to serve in the following capacities until their successors are duly elected and qualify;

President	Gary Stebbins
Vice-President	John Eller
Vice-President	Tony Evans
Vice-President	Ronald Zink
Vice-President	Larry Canterbury
Vice-President	Michael Collard
Secretary/Treasurer	Richard R. Knief
Ass't Secy./Treas.	Sarah M. Shuter

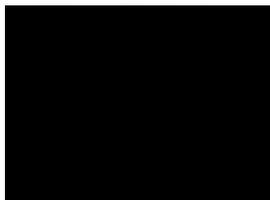
RESOLVED, in order to promptly and efficiently conduct the business of the Corporation, it is necessary to enter into certain contracts to provide paving products including, but not limited to, aggregate and asphalt and such other surface and paving products and related services;

RESOLVED, it is necessary that certain officers and employees of the Corporation be empowered to execute such agreements on behalf of the Corporation, including contracts, performance, payment and maintenance bonds, bids and related documents;

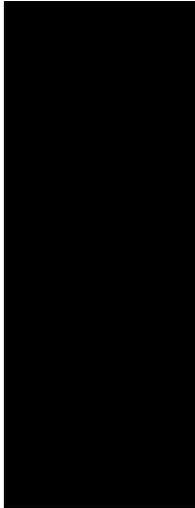
RESOLVED, the following named officers and/or employees of the Corporation are hereby authorized and directed individually and without any other officer attesting thereto to execute, acknowledge and deliver bids, contracts and bonds for and on behalf of the Corporation and to take such related action not inconsistent with resolution, and not substantially adverse to the Corporation, and their signature shall be conclusively evidenced by the execution of such contract documents and bonds; provided however, that such authority of such officers and/or employees on behalf of the Corporation shall be limited to the extent set forth below as follows:

**NAME                      EXTENT OF LIMITATION**

Gary Stebbins  
Earl Brinker  
Richard R. Knief  
Larry Canterbury  
John Eller



Tony Evans  
Ronald Zink  
Todd Hoops  
David Heyde  
James Sonntag  
Brad Dreibelbis  
J. Michael Latchaw  
Michael Collard  
Douglas Jump  
John Shumaker  
Mark Jones  
Steve Varner  
Kip Chandler



RESOLVED, that any and all acts and proceedings of the Directors and Officers of the Corporation occurring since the last meeting of the Shareholders and Directors be and they hereby are ratified, confirmed and approved.

RESOLVED, that this written consent be executed in multiple counterparts;

RESOLVED, that this written consent be in lieu of any annual meeting of the Shareholder and Directors of the Corporation and shall be filed in the minute book of the Corporation in place of any minutes of any such annual meetings.

Dated this 3rd day of June, 2013.

SOLE SHAREHOLDER  
IRVING MATERIALS, INC

BY:

A handwritten signature in cursive script, appearing to read "Earl Brinker", written over a horizontal line.

Earl Brinker, President

DIRECTORS

A handwritten signature in cursive script, appearing to read "Gary L. Stebbins", written over a horizontal line.

Gary L. Stebbins, Director

**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**AUTHORIZATION TO EXECUTE**

**January 16, 2014**

The following named individual is hereby authorized to execute on behalf of Burgess & Niple, Inc., all documents required to execute and deliver the Proposal, all other documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA for the referenced IFA project.

E. Scott Sondles

Any such proposal, contract, agreement or release executed by the above named individual in the name of Burgess & Niple, Inc. should be considered a proposal, contract, agreement, or release and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the Company to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of Burgess & Niple, Inc.

Certified Copy

A handwritten signature in blue ink, reading "Ronald R. Schultz", is written over a horizontal line.

Ronald R. Schultz – President & CEO  
Burgess & Niple, Inc.

**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**AUTHORIZATION TO EXECUTE**

**January 15, 2014**

The following named individual is hereby authorized to execute on behalf of Christopher B. Burke Engineering, LLC documents to execute and deliver the Proposal, all other documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA.

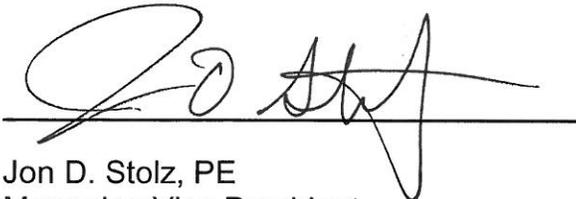
Jon D. Stolz

Christopher B. Burke

Any such proposal, contract, agreement or release executed by the above named individual in the name of Christopher B. Burke Engineering, LLC should be considered a proposal, contract, agreement, or release and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the Company to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of Christopher B. Burke Engineering, LLC.

Certified Copy

A handwritten signature in black ink, appearing to read 'Jon D. Stolz', is written over a horizontal line. The signature is stylized and cursive.

Jon D. Stolz, PE  
Managing Vice President



# VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

VS Engineering, Inc.

## OFFICER'S CERTIFICATE

I, Sanjay B. Patel, certify that I am the duly elected and qualified Officer of VS Engineering, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Sanjay B. Patel to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:

Name: Sanjay B. Patel, PE

Title: President

**Fort Wayne**  
10305 Dawson Creek Blvd., Suite A  
Fort Wayne, IN 46825  
Phone: 260.489.6635

**Indianapolis**  
4275 North High School Rd  
Indianapolis, IN 46254  
Phone: 317.293.3542

**Evansville**  
915 Main Street, Suite 205  
Evansville, IN 47708  
Phone: 812.401.0303

[www.vsengineering.com](http://www.vsengineering.com)

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**



# **VS ENGINEERING, INC.**

Civil • Structural • Transportation • Environmental

## **VS ENGINEERING, INC. CORPORATE RESOLUTION**

**We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Sanjay B. Patel to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

  
Sanjay B. Patel, PE, President

01/07/2014  
Date

**Fort Wayne**  
10305 Dawson Creek Blvd., Suite A  
Fort Wayne, IN 46825  
Phone: 260.489.6635

**Indianapolis**  
4275 North High School Rd  
Indianapolis, IN 46254  
Phone: 317.293.3542

**Evansville**  
915 Main Street, Suite 205  
Evansville, IN 47708  
Phone: 812.401.0303

[www.vsengineering.com](http://www.vsengineering.com)

**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**AUTHORIZATION TO EXECUTE**

**December 31, 2013**

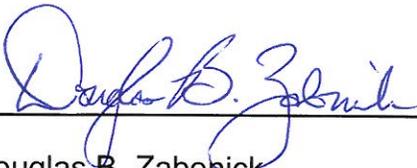
The following named individual is hereby authorized to execute on behalf of KERAMIDA all documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA, and in their discretion, approve, each such individual being severally and independently authorized to so act without the concurrence of or joinder in such action by any other named individuals:

Cheryl Apple

Any such proposal, contract, agreement or release executed by the above named individual in the name of KERAMIDA should be considered a proposal, contract, agreement, or release, and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the KERAMIDA to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of KERAMIDA.

Certified Copy



Douglas B. Zabonick  
President

**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**AUTHORIZATION TO EXECUTE**

**January 15, 2014**

The following named individual is hereby authorized to execute on behalf of Professional Service Industries, Inc., documents to execute and deliver the Proposal, all other documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA.

Mark B. Weiland, Executive Vice President

Any such proposal, contract, agreement or release executed by the above named individual in the name of Professional Service Industries, Inc. should be considered a proposal, contract, agreement, or release and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the Company to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of Professional Service Industries, Inc.

Certified Copy



---

Doug Willis  
Assistant Corporate Secretary

**iTunnel, Inc.**

**OFFICER'S CERTIFICATE**

I, Heather M. Ivory, certify that I am the duly elected and qualified Officer of iTunnel, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indian Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do hereby certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is a true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Heather M. Ivory to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate of the Company this 14 day of January, 2014.

By:



Name: Heather M. Ivory

Title: President & Chief Executive Officer

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**



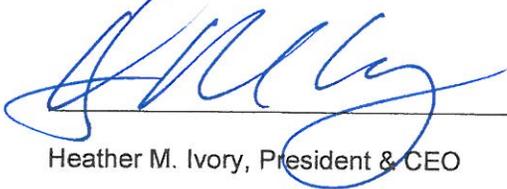
## ITUNNEL, INC. CORPORATE RESOLUTION

**I, the undersigned, being the sole director of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

I do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Heather M. Ivory to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

  
\_\_\_\_\_  
Heather M. Ivory, President & CEO

  
\_\_\_\_\_  
Date

INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT

AUTHORIZATION TO EXECUTE

December 30, 2013

The following named individuals, and each of them, are hereby authorized to execute on behalf of Hardlines Design documents to execute and deliver the Proposal, and all other documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA, and in their discretion, approve, each such individual being severally and independently authorized to so act without the concurrence of or joinder in such action by any other named individuals:

Charissa W. Durst

Anne B. Lee

Any such proposal, contract, agreement or release executed by any one of the above named individuals in the name of Hardlines Design should be considered a proposal, contract, agreement, or release, and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the Company to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of Hardlines Design.

Certified Copy



Charissa W. Durst  
Corporate Secretary

**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**AUTHORIZATION TO EXECUTE**

**January 10, 2014**

The following named individuals, and each of them, are hereby authorized to execute on behalf of Eco-Tech, documents to execute and deliver the Proposal, all other documents required to be executed by the Proposer or Developer in connection with the PPA and award of the PPA, and in their discretion, approve, each such individual being severally and independently authorized to so act without the concurrence of or joinder in such action by any other named individuals:

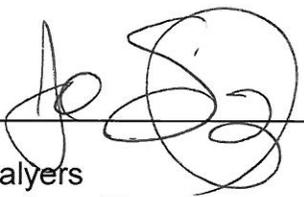
Jo Salyers

Peter Lee Droppelman

Any such proposal, contract, agreement or release executed by any one of the above named individuals in the name of Eco-Tech should be considered a proposal, contract, agreement, or release and shall be binding upon it.

Any similar authority heretofore granted by the Board of Directors of the Company to any individuals other than those named above are hereby terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors of Eco-Tech.

Certified Copy

  
\_\_\_\_\_  
Jo Salyers  
Operations Manager

## The McCormick Group, Inc.

### *Officer's Certificate*

I, Matti McCormick certify that I am the duly elected and qualified Officer of The McCormick Group, Inc. (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the "Company" in connection with the Company's submission of a response to the Request for Proposal dated October 15, 2013 (as amended or supplemented from time to time, the "RFP") issued by the Indiana Finance Authority ("IFA") in respect of the I-69 Section 5 Project (the "Project"). I do here by certify, in the name of and on behalf of the Company, and solely in my capacity as described above, as follows:

1. Attached hereto as **Exhibit A** is true, correct and complete copy of the extract of the resolution duly adopted on December 31, 2013 by the Board of Directors of the Company, authorizing Matti McCormick to present the submission for the Project in response to the RFP on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**IN WITNESS WHEREOF**, I have signed this certificate of the Company this 14 day of January, 2014

By:   
Name: Matti McCormick  
Title: President

**Exhibit A**

**[Copy of Resolution or other Corporate Documentation Evidencing Signing Authority]**

**THE MCCORMICK GROUP, INC.  
CORPORATE RESOLUTION**

**We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on December 31, 2013.**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

The Board of Directors of the Company authorizes Matti McCormick. to present the submission for *I-69 Section 5 Project through a Public-Private Agreement Procurement* in response to the Request For Proposal on behalf of the Company and the execution of all necessary documentation in respect thereto, including the Appointment of Proposer Representative, which resolution has not been amended, modified or rescinded as of the date hereof.

**The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.**

  
Matti McCormick, President

12-31-13  
Date

  
Jimmy Beard, Director

12-31-13  
Date

  
Charlie Majors, Treasurer

12-31-13  
Date

### **3.2.2 Identification of Proposer and Equity Members (Form B-1)**

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## Section 5

I-69 Development Partners

### Identification of Proposer and Equity Members: Form B-1

Form B-1 includes information on the following I-69 DP's proposer and equity member:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.

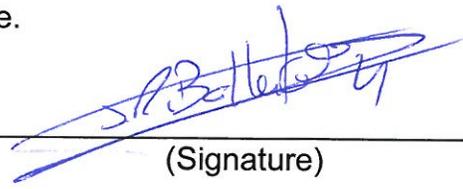
**FORM B-1**

**IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS**

<b>NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)</b>	<b>ROLE OF ENTITY IN PROPOSER ORGANIZATION</b>	<b>Indiana Contractor License (if applicable)</b>	<b>Description of Work/Services To Be Performed By Entity (if applicable)</b>
I-69 Development Partners C/ Caballero Andante, 8 28021 Madrid, Spain Jose R. Ballesteros + 34 628 15 34 92 (T) + 34 91 449 38 11 (F) jrballesteros@isoluxinfrastructure.com	Proposer	NA	Proposer
Isolux Infrastructure Netherlands B.V. C/ Caballero Andante, 8 28021 Madrid, Spain Jose R. Ballesteros + 34 628 15 34 92 (T) + 34 91 449 38 11 (F) jrballesteros@isoluxinfrastructure.com	Equity Member	NA	Equity Member of Proposer

The above information is true, correct and accurate.

Executed January 21, 2014.



(Signature)

Jose R. Ballesteros

(Name Printed)

Proposer Authorized Representative

(Title)

I-69 Development Partners

(Proposer)

### **3.2.2 Information about Proposer Organization (Form B-2)**

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## Section 5

I-69 Development Partners

### Information about Proposer Organization: Form B-2

Form B-2 includes information on the following:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- New key personnel since the SOQ submittal

**FORM B-2**

**INFORMATION ABOUT PROPOSER ORGANIZATION**

- 1.0 Name of Proposer: I-69 Development Partners  
Name of Developer: I-69 Development Partners LLC
- 2.0 Type of entity: Proposer: an unformed entity. The Sole Equity Member, Isolux Infrastructure Netherlands, is a limited liability company under Dutch law  
Developer: an limited liability company to be formed before Commercial Close
- 3.0 Proposer's address: C/ Caballero Andante, 8, 28021 Madrid, Spain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
+ 34 628 15 34 92 \_\_\_\_\_ + 34 91 449 38 11  
Telephone Facsimile
- 4.0 How many years (measured from the date of issuance of the RFQ) has Proposer, Developer and each Equity Member been in its current line of business and how many years (measured from the date of issuance of the RFQ) has each entity been in business under its present name?

Name	No. of years in business	No. of years under present name
I-69 Development Partners	0	0
Isolux Infrastructure Netherlands BV	1***	1

**\*\*\*Note: Prior to the incorporation of Isolux Infrastructure Netherlands BV, its shareholder Grupo Isolux Corsán S.A., has been present in the P3 market, through different subsidiaries and affiliates, since its formation in 2004.**

- 5.0 Under what other or former names has Proposer, Developer and Equity Members operated?

Proposer: None

Equity Member: Isolux Infrastructure Netherlands B.V. was formerly named Grupo Isolux Corsan Netherlands, B.V.

\_\_\_\_\_: \_\_\_\_\_  
\_\_\_\_\_: \_\_\_\_\_  
\_\_\_\_\_: \_\_\_\_\_

- 6.0 Proposer shall review its SOQ previously submitted to IFA and list below any Key Personnel and other key staff members and their relevant experience that have been approved by IFA since the submission of the SOQ. Except as updated by the following information, Proposer's SOQ is hereby incorporated as if set forth in full and Proposer represents and warrants to IFA that the information set forth in the SOQ, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information or omit to state a material fact necessary in order to make the information not misleading. Attach separate sheets if necessary.

\_\_\_\_\_  
See sheet attached \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7.0 List all Indiana licenses held by Proposer, Developer and any Equity Member. Attach copies of all Indiana licenses. Attach a separate sheet if necessary.

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 8.0 The Proposal shall include the following information regarding the Surety/Bonding companies or banking institutions committing to provide the Payment and Performance Bonds in accordance with Section 17.2 of the Agreement:

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Agreement (must be an Eligible Surety)

- (b) Whether or not the listed bonding company has defaulted on any obligation within the past ten years (measured from the date of issuance of the RFQ), and, if so, a description and details of the circumstances and the outcome of such default.
- (c) If the performance security is in the form of a letter of credit, the name of the bank or financial institution issuing the letter of credit (must be an Eligible Financial Institution).

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 21, 2014.



---

(Signature)

José R Ballesteros  
(Name Printed)

Proposer Authorized Representative  
(Title)

I-69 Development Partners  
(Proposer)

## FORM B-2 – Attachment for Question 5.0

Below are I-69 DP Key Personnel and other key staff members, and their relevant experience, that have been approved by IFA since the submission of our SOQ.

I-69 DP KEY PERSONNEL		
Name And Role	Key Responsibilities	Relevant Experience
<b>Concessionaire</b>		
<b>Miguel Garrido</b> Financial Director (Isolux)	<ul style="list-style-type: none"> <li>Main objective: Reach of the financial close</li> <li>Manage financial model, lenders and underwriters expectations and reporting</li> <li>Control the concession finances and coordinate and manage financial accounting and reporting</li> </ul>	<ul style="list-style-type: none"> <li>Financial manager for the bonds issuance for two different P3 projects (Monterrey-Salttillo and Cachoeira Paulista)</li> <li>Project finance lead for several P3 projects, including one in US (WETT)</li> </ul>
<b>Anthony Carpenter</b> Public Information Coordinator (McCormick)	<ul style="list-style-type: none"> <li>Provide ongoing information to the public concerning the development, construction, operation and maintenance of the Project.</li> </ul>	<ul style="list-style-type: none"> <li>I-69 Section 6 Tier 2 (INDOT)</li> <li>I-465 Accelerate 465 Reconstruction Project (INDOT)</li> <li>Northwest Indiana Regional Planning Commission Regional Transit Analysis</li> </ul>
<b>Independent</b>		
<b>Mario Benitez</b> Quality Manager (Isolux)	<ul style="list-style-type: none"> <li>Ensures that the overall quality system is established, implemented, and maintained</li> <li>Produces regular performance reports on the quality system to I-69 DP Team's management for review and consideration as a basis for improvement</li> <li>Supervises directly the efforts of the Design Quality Manager and Construction Quality Manager relative to procedures included in the QMP.</li> <li>Fully independent from the Concessionaire and the DB Team, has the capacity to stop the works.</li> <li>Once DB Work completed, will stay responsible for O&amp;M Quality</li> </ul>	<ul style="list-style-type: none"> <li>Quality Manager for an Isolux's DBFOM transportation project (Monterrey-Salttillo)</li> </ul>
<b>Jason R. Bagwell, PE</b> Construction Quality Manager (B&N)	<ul style="list-style-type: none"> <li>Lead the quality assurance, surveillance and auditing, and continuously improve quality management</li> <li>Manage IFA QA feedback</li> <li>Assess, monitor and report compliance with relevant law and Corsan policies and objectives</li> <li>Manage and coordinate the QA reporting process</li> </ul>	<ul style="list-style-type: none"> <li>An INDOT-certified inspector</li> <li>Thorough understanding of INDOT standards through work on five transportation projects in the state</li> <li>Over 20 transportation construction and repair project experience</li> </ul>
<b>Thomas Maki, PE</b> Design Quality Manager (AZTEC)	<ul style="list-style-type: none"> <li>Manage design quality compliance</li> <li>Coordinate design quality with construction team</li> <li>Conduct project audits for design quality compliance</li> <li>Will organizationally report to the Quality Manager and be functionally independent from the production of the Design Documents.</li> <li>Will be in the Project Office as required throughout the design process and shall be present as required thereafter to manage design QA efforts related to design support during construction work, design changes, and the completion of Record Drawings</li> <li>Identify and report Nonconforming Work; track, monitor, and report on the status of outstanding design-related nonconformance reports; Submit specified certificates</li> </ul>	<ul style="list-style-type: none"> <li>I-595 Managed Lanes, P3; Ft. Lauderdale, FL</li> <li>US 290 program management project (\$2B)</li> </ul>
<b>Mark Flick</b> Safety Manager (Keramida)	<ul style="list-style-type: none"> <li>Develop, maintain and manage health and safety activities</li> <li>Ensure safety exceeds expectations of IFA and the Concessionaire</li> <li>Audit, inspect, train, manage, and continuously improve in all aspects of safety</li> <li>Responsible for the approval of the Safety Plan and Safety Standards during design, construction and operation periods.</li> <li>Shall be assigned to the Project Office full time during design/construction</li> </ul>	<ul style="list-style-type: none"> <li>Access road construction for installation of large propane storage vessels.</li> <li>Raleigh Durham Airport – Concourse A Renovation</li> <li>North Carolina Research Center</li> </ul>
<b>Richard Fitch, AICP</b> Environmental Compliance Manager (B&N)	<ul style="list-style-type: none"> <li>Develop, deploy and review and maintain environment protection and sustainability activities for I-69 DP, and liaise with IFA and INDOT</li> <li>Deliver environmental standards that meet and exceed expectations of IFA, stakeholder and environmental bodies</li> <li>Improve the environment and reduce impacts</li> <li>Provide advice, training, and guidance on environment and sustainability issues during design and construction</li> <li>Responsible for Developer's compliance with all the environmental commitments and conditions of Environmental Approvals required for the Project.</li> <li>Shall report directly to Developer's Project Manager.</li> <li>Shall have the authority to stop or redirect Construction Work as needed to maintain environmental compliance.</li> <li>Full time during design/construction</li> </ul>	<ul style="list-style-type: none"> <li>Currently Director of the NEPA/ Ecological/Phase I ESA Section</li> <li>Nine years with Ohio EPA preparing Environmental Assessments for federal projects</li> <li>Completed more than 100 hazardous waste screenings, Phase I ESAs, Phase II ESAs, and remediation plans for transportation-related projects including 13 INDOT/FTA Transit systems</li> </ul>

**I-69 DP KEY PERSONNEL**

Name and Role	Key Responsibilities	Relevant Experience
<b>Design Build Team</b>		
<b>Felipe Medrano, PE</b> <b>Construction Engineer of Record (AZTEC)</b>	<ul style="list-style-type: none"> <li>• Provide design, engineering or construction certifications with respect to the Project</li> <li>• Day-to-day management of Design Units and attend all design meetings</li> <li>• Provide engineering support during construction</li> </ul>	<ul style="list-style-type: none"> <li>• Project Engineer for several major highway improvement projects such as the McDowell Road in Lehi – Mesa Drive to Gilbert Road; Salt River Pima – Maricopa Indian Community, AZ</li> <li>• Project Engineer for US-36 Managed Lanes Phase 2 DBFOM P3 project in Colorado</li> </ul>
<b>Mario Colecchia, PE</b> <b>Structural Engineer of Record (AZTEC)</b>	<ul style="list-style-type: none"> <li>• Provide Structural certifications with respect to the Project</li> <li>• Day-to-day management of Design Units and attend all design meetings</li> <li>• Provide engineering support during design</li> </ul>	<ul style="list-style-type: none"> <li>• Registered Indiana Professional Engineer</li> <li>• Bridge Design Lead and Engineer of Record for I-10/SR303L Traffic Interchange in Arizona</li> <li>• Bridge Design Lead and Engineer of Record for four bridges in Arizona</li> </ul>
<b>David Hayward, PE</b> <b>Utility Manager (Christopher B. Burke)</b>	<ul style="list-style-type: none"> <li>• Manage permanent service (gas, electricity, water) identification and protection</li> <li>• Liaise with authorities and service providers to ensure they are informed and unaffected</li> <li>• Coordinate construction requirements through the Engineering Manager</li> <li>• Principal contact for all Utility-related Project activities. Coordinate, cooperate, and work with Utility Owners. Keep Utility Owners well informed of construction schedules, changes to the Utility Adjustment Plans. Ensure Utility Owners are involved in making the decisions that affect their own Utilities.</li> <li>• Cooperate with the Utility Owners to resolve adjustment and installation to the extent that are part of the Utility Adjustment Work without causing IFA to incur any unnecessary expense to the Project. Identify critical activities and sequences as they affect the Utility Owners.</li> <li>• Monitor the progress of Utility Owner work</li> </ul>	<ul style="list-style-type: none"> <li>• Licensed Indiana PE</li> <li>• State Road 46 Corridor Improvements, Columbus, IN.(INDOT)</li> <li>• Rocky Ford Road, Columbus, IN.</li> </ul>
<b>Steven Sittler, PG, CP (Keramida)</b> <b>Eugenio Sanz Pérez, PhD (TYPASA)</b> <b>Paul Passe, PE, CPM (PSI)</b> <b>James Pease (PSI)</b> <b>Karst Specialists</b>	<ul style="list-style-type: none"> <li>• Responsible for conducting a Reasonable Investigation regarding the condition of karst features</li> <li>• Responsible for addressing geotechnical related issues for the Project, including the presence of karst features; and identification of the scope and objectives of future investigations (as applicable);</li> <li>• Responsible for the preparation of design scenarios dependent upon karst location</li> <li>• Responsible for the preparation of design documents with karst features and proposed treatments clearly identified to enable development of a proposed treatment measure for the Karst Feature Treatment Work</li> <li>• Responsible for the coordination through IFA with the Karst MOU Agencies.</li> <li>• Provide design documents with karst features and proposed treatments clearly identified to IFA for review and approval.</li> <li>• Addressing IFA-provided written comments to IFA's satisfaction prior to construction in karst feature locations;</li> </ul>	<ul style="list-style-type: none"> <li>• Broad experience as geotechnical engineers</li> </ul>
<b>Dan Agan, CPESC, CESSWI</b> <b>Erosion and Sediment Control Manager (Christopher B. Burke)</b>	<ul style="list-style-type: none"> <li>• Comply with all environmental/erosion and sediment control</li> <li>• Established Quality control checkpoints at stages of the construction progress</li> <li>• Responsible for developing Erosion Control Plans</li> <li>• Shall be supported by a staff of at least one erosion control inspector</li> </ul>	<ul style="list-style-type: none"> <li>• City of Indianapolis Infrastructure Inspection</li> <li>• City of Indianapolis CSO Construction, Vortex, Inflatable Dam, Sluice Gate and Netting Structure</li> </ul>
<b>Brad Faris, PE, RLS</b> <b>Maintenance of Traffic (MOT) Manager (VS Engineering)</b>	<ul style="list-style-type: none"> <li>• Will direct MOT, haul routes, and access in accordance with the PPA</li> <li>• Will coordinate all MOT activities and changes to access with emergency service providers, school transportation officials, and all affected local public agencies.</li> <li>• Coordinate all construction traffic impacts with IFA's PIP Manager and TMP team, as well as Developer's Certified Worksite Traffic Supervisor (CWTS) who is responsible to monitor daily MOT activities.</li> <li>• Identify and receive approval for all necessary temporary traffic signals.</li> <li>• Methods and frequency of inspection and maintenance of all traffic control throughout the Project Limits</li> <li>• Provisions to provide continuous access to established truck routes and any hazardous material (hazmat) routes</li> <li>• Procedures for modification of the MOT Plans as needed to adapt to current Project circumstances.</li> </ul>	<ul style="list-style-type: none"> <li>• I-69 Interstate Rehabilitation – Grant and Huntington Counties, IN (INDOT)</li> <li>• R 65 Intersection Improvement (Owensville) – Gibson County, IN</li> </ul>
<b>Matti McCormick</b> <b>DBE Coordinator (McCormick)</b>	<ul style="list-style-type: none"> <li>• Lead liaison with Disadvantaged Business Enterprises (DBEs)</li> <li>• Ensure national goals are exceeded and coordinate progress payments to DBE firms</li> <li>• Lead liaison to coordinate diversity and SBE issues with IFA and the community</li> <li>• Maintain all reporting requirements and provide training</li> <li>• Ensures Construction Team coordination and compliance</li> </ul>	<ul style="list-style-type: none"> <li>• I69 Section 6 Tier 2 (INDOT)</li> <li>• I 465 Accelerate 465 Reconstruction Project (Note: the largest reconstruction project in INDOT history)</li> </ul>

### **3.2.2 Information About Major Participants and Identified Contractors (Form B-3)**

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### Information about Major Participants, and Identified Contractors: Form B-3

Form B-3 includes information on the following I-69 DP Team Members:

- Corsan-Corviam Construccion, S.A.
- AZTEC-TYPSA Joint Venture
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- Gradex, Inc.
- Force Construction Company, Inc.
- E&B Paving, Inc.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- VS Engineering, Inc.
- Keramida, Inc.
- Professional Service Industries, Inc.
- iTunnel, Inc
- Hardlines Design Company
- Eco-Tech Consultants, Inc.
- The McCormick Group, Inc.

**FORM B-3**

**INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED CONTRACTORS**

*[This form will be used to provide information about any Major Participants (excluding Equity Members that do not fall into categories (a) through (d) of the definition of Major Participants) and any other Contractors that have been identified as of the Proposal Due Date.]*

Proposer Name   **I-69 Development Partners**  

<b>Name of Entity and Contact Information (address, representative, phone, fax, e-mail)</b>	<b>Address of Head Office</b>	<b>Indiana Contractor License (if applicable)</b>	<b>Description of Work/Services To Be Performed By Entity (if applicable)</b>	<b>Major Participant (Y/N)</b>
<b>Corsan-Corviam Construcccion, S.A.</b> Nicolas Alonso C/Caballero Andante, 8 28021 Madrid (Spain) T: 011 34 91-4 49 36 29 C: 011 34 606 39 94 80 F: 011 34 91-4 49 38 24 <a href="mailto:nalonso@isoluxcorsan.com">nalonso@isoluxcorsan.com</a>	C/Caballero Andante, 8 28021 Madrid (Spain)	N/A	Design and Build Contractor, O&M During Construction (partially)	Y
<b>AZTEC-TYPSA JV</b> Robert L. Lemke, Jr. 4561 East McDowell Road Phoenix, AZ 85008 T: 602.454.0402 C: 602.402.8683F: 602.454.0403 <a href="mailto:rlemke@aztec.us">rlemke@aztec.us</a>	4561 East McDowell Road Phoenix, AZ 85008	N/A	Lead Engineering Firm	Y
<b>AZTEC Engineering Group, Inc.</b> Robert L. Lemke, Jr. 4561 East McDowell Road Phoenix, AZ 85008 T: 602.454.0402 F: 602.454.0403 <a href="mailto:rlemke@aztec.us">rlemke@aztec.us</a>	4561 East McDowell Road Phoenix, AZ 85008	N/A	Lead Engineering Firm Managing Partner	N/A

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	Indiana Contractor License (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)	Major Participant (Y/N)
<b>TYPSA (Técnica y Proyectos S.A.)</b> C/ Gomera, 9 – San Sebastian de los Reyes 28703 Madrid (Spain) Miguel Bardalet T: 011-34-917-227-300 F: 011-34-916-517-588 <a href="mailto:mbardalet@typsa.es">mbardalet@typsa.es</a>	C/ Gomera, 9 – San Sebastian de los Reyes 28703 Madrid (Spain)	N/A	Lead Engineering Firm Supporting Partner	N/A
<b>Gradex, Inc.</b> Jason Dapp 12900 North Meridian Street, Suite 120 Carmel, Indiana 46032 T: 317-727-1024 F: 317-573-3979 <a href="mailto:jason@gradexinc.com">jason@gradexinc.com</a>	12900 North Meridian Street, Suite 120 Carmel, Indiana 46032	35-1698047	Execution of Earthwork, grading and underground utilities	N
<b>Force Construction Company, Inc.</b> Clayton Force 990 North National Road Columbus, Indiana 47201 F: 812-372-8441 F: 812-372-5424 <a href="mailto:cforce@forceco.com">cforce@forceco.com</a>	990 North National Road Columbus, Indiana 47201	N/A	Execution of Structures/Bridges	N
<b>E&amp;B Paving, Inc.</b> Ronald F. Zink 310 Blacketor Drive Rochester, Indiana 46975 T: 574-224-2818 F: 574-223-2768 <a href="mailto:ron.zink@ebpaving.com">ron.zink@ebpaving.com</a>	286 N 300 W Anderson, IN 46012 (765)643-5358 Fax (765) 643-0699	N/A	Execution of Pavements	N
<b>Burgess &amp; Niple, Inc.</b> 251 North Illinois Street Capital Center Suite 920 Indianapolis, Indiana 46204 Scott Sondles T: 317-237-2760 F: 317-237-2755 <a href="mailto:scott.sondles@burgessniple.com">scott.sondles@burgessniple.com</a>	251 North Illinois Street Capital Center Suite 920 Indianapolis, Indiana 46204	N/A	Design of Roadway, Structures	N

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	Indiana Contractor License (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)	Major Participant (Y/N)
<b>Christopher B. Burke Engineering, LLC</b> 115 West Washington Street, Suite 1368 Indianapolis, Indiana 46204 Jon D. Stolz T: 317-266-8000 F: 317-632-3306 <a href="mailto:istolz@cbbel-in.com">istolz@cbbel-in.com</a>	115 West Washington Street, Suite 1368 Indianapolis, Indiana 46204	N/A	Design of Drainage	N
<b>VS Engineering, Inc.</b> 4275 North High School Road Indianapolis, Indiana 46254 Sanjay B. Patel T: 317-626-0700 F: 317-293-4737 <a href="mailto:sbpatel@vsengineering.com">sbpatel@vsengineering.com</a>	4275 North High School Road Indianapolis, Indiana 46254	N/A	Design of Traffic Lighting, Signalization	N
<b>Keramida, Inc.</b> 401 North College Avenue Indianapolis, Indiana 46202 Cheryl Apple T: 317-685-6600 F: 317-685-6610 <a href="mailto:capple@keramida.com">capple@keramida.com</a>	401 North College Avenue Indianapolis, Indiana 46202	N/A	Geotechnical, Karst Assessment	N
<b>Professional Service Industries, Inc.</b> 5362 West 78 <sup>th</sup> Street Indianapolis, Indiana 46268 William P. Pongracz T: 317-876-7723 F: 317-876-8155 <a href="mailto:bill.pongracz@psiusa.com">bill.pongracz@psiusa.com</a>	5362 West 78 <sup>th</sup> Street Indianapolis, Indiana 46268	N/A	Geotechnical Assessment	N
<b>iTunnel, Inc.</b> 2766 South Dorchester Road Upper Arlington, Ohio 43221 Heather Ivory T: 614-937-6009 F: None <a href="mailto:hivory@itunnelinc.com">hivory@itunnelinc.com</a>	2766 South Dorchester Road Upper Arlington, Ohio 43221	N/A	Geotechnical Assessment	N

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	Indiana Contractor License (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)	Major Participant (Y/N)
<b>Hardlines Design Company</b> 4608 Indianola Avenue Columbus, Ohio 43214 Charissa W. Durst T: 614-784-8733 F: 614-784-9336 <a href="mailto:cdurst@hardlinesdesign.com">cdurst@hardlinesdesign.com</a>	4608 Indianola Avenue Columbus, Ohio 43214	N/A	Cultural Resource and Historic Preservation Management	N
<b>Eco-Tech Consultants, Inc.</b> 4403 Hamburg Pike Jeffersonville, Indiana 47130 Jo Salyers T: 812-280-2200 F: 812-280-2201 <a href="mailto:isalyers@ecotechinc.com">isalyers@ecotechinc.com</a>	11321 Decimal Drive Louisville, Kentucky 40299	N/A	Study of Fauna, Biology, Botany	N
<b>The McCormick Group, Inc.</b> 7832 Timber Run Court Indianapolis, Indiana 46256 Matti McCormick T: 317-537-2111 F: 317-537-2110 <a href="mailto:mccormickmatti@gmail.com">mccormickmatti@gmail.com</a>	7832 Timber Run Court Indianapolis, Indiana 46256	N/A	Public Involvement, DBE Coordination	N

If any Major Participant or Contactor identified above is a single purpose entity formed for the Project, complete the following matrix for each such single purpose entity:

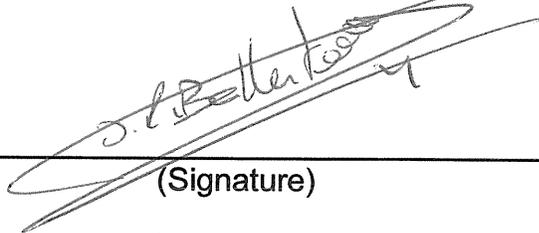
Name of major Participant/Contractor	Form of Entity (partnership, joint venture, LLC, corporation, etc.)	Entities with Ownership Interest	Percentage of Ownership Interest
AZTEC-TYPSA JV	Design Joint Venture	AZTEC Engineering Group, Inc.	60%
AZTEC-TYPSA JV	Design Joint Venture	TYPSA (Técnica y Proyectos S.A.)	40%

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants resulting in an agreement to enter into any Contracts with respect to the Project, except for those listed above. Proposer agrees that it will follow applicable PPA Documents requirements with respect to Contractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that IFA has determined that a Proposer's efforts to obtain participation by Contractors could reasonably be expected to produce 11% DBE participation of the Total Project Capital Cost for the professional services and construction portions of the Work.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 21, 2014



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
José R. Ballesteros

(Name Printed)

\_\_\_\_\_  
Proposer Authorized Representative

(Title)

\_\_\_\_\_  
I-69 Development Partners

(Proposer)

### **3.2.2 Letter Accepting Joint and Several Liability, if Applicable**

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## Section 5

I-69 Development Partners

### **Letter accepting Joint and Several Liability per Section 3.2.2**

Letter regarding Joint and Several Liability has been provided by:

- I-69 Development Partners



Jose R. Ballesteros  
Proposer Authorized Representative  
C/Caballero Andante N° 8  
28021 Madrid (Spain)

January 21, 2014

Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204  
Attention: Silvia Perez

**Subject: ITP Exhibit B Section 3.2.2, Joint and Several liability for Developer Obligations**

Dear Mrs. Perez

This letter confirms that the Developer will be a Limited Liability Company. Therefore, in accordance with section 3.2.2 of the Exhibit B to the ITP, no letter signed by the Equity Member indicating that it will accept joint and several liability for the Developer's obligations under the PPA is requested and no letter is included in the Proposal.

Very truly yours



-----  
By: José R. Ballesteros  
Proposer Authorized Representative  
I-69 Development Partners

### **3.2.3 Responsible Proposer and Major Participant Questionnaire (Form C)**

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## Section 5

I-69 Development Partners

### **Responsible Proposer and Major Participant Questionnaire: Form C**

The following I-69 DP Team Members have provided an executed Form C:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construccion, S.A.
- AZTEC-TYPSA JV
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)

**FORM C**

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: I-69 Development Partners  
(Proposer, an Unincorporated Limited Liability Company)

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

The term "affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

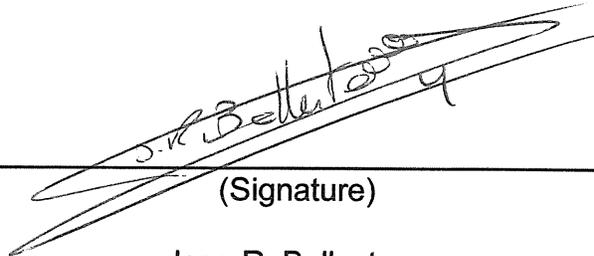
Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 21, 2014.



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Jose R. Ballesteros  
(Name Printed)

\_\_\_\_\_  
Proposer Authorized Representative  
(Title)

\_\_\_\_\_  
I-69 Development Partners  
(Name of Organization)

FORM C

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: Isolux Infrastructure Netherlands B.V. (Equity Member)

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

The term "affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or

foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

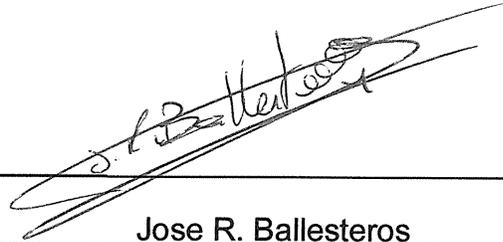
Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 21, 2014.



---

Jose R. Ballesteros

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Director

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Isolux Infrastructure Netherlands B.V.

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**FORM C**

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED Corsan-Corviam  
Construccion, S.A.

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

The term "**affiliate**" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes  No

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 21, 2014.



\_\_\_\_\_  
Nicolas Alonso Berrio

\_\_\_\_\_  
International Technical Director

\_\_\_\_\_  
Corsan-Corviam Construccion, S.A.

FORM C

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED AZTEC-TYPSA JV

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

The term "**affiliate**" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 15, 2014

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Robert L. Lemke, Jr  
(Name Printed)

\_\_\_\_\_  
Chief Executive Officer  
(Title)

\_\_\_\_\_  
AZTEC-TYPSA JV  
(Name of Organization)

FORM C

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED AZTEC Engineering Group, Inc.

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

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Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 15, 2014.

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Robert L. Lemke, Jr.  
(Name Printed)

\_\_\_\_\_  
Chief Executive Officer  
(Title)

\_\_\_\_\_  
AZTEC Engineering Group, Inc.  
(Name of Organization)

FORM C

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE**

PROPOSER'S NAME: I-69 Development Partners

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED TYPSA (Técnica y Proyectos S.A.)

1. Questions

Proposer/Equity Member/Major Participant shall respond either “yes” or “no” to each of the following questions. If the response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

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Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed January 15, 2014.



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Miguel Bardalet

(Name Printed)

\_\_\_\_\_  
General Manager North America

(Title)

\_\_\_\_\_  
TYP SA (Técnica y Proyectos S.A.)

(Name of Organization)

### **3.2.4 Industrial Safety Record for Proposer and Major Participants (Form D)**

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## Section 5

I-69 Development Partners

### Industrial Safety Record for Proposer & Major Participants: Form D

The following I-69 DP Team Members have provided an executed Form D:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construcción, S.A.
- AZTEC-TYPSA JV
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)



## Section 5

I-69 Development Partners

### Statement in Lieu of Form D

**Proposers Name:** I-69 Development Partners  
**Name of Team Member:** I-69 Development Partners  
**Role of Team Member:** Proposer

The I-69 Development Partners will be a newly formed entity and has no industrial safety history.



## Section 5

I-69 Development Partners

### Statement in Lieu of Form D

**Proposers Name:** I-69 Development Partners  
**Name of Team Member:** Isolux Infrastructure Netherlands B.V.  
**Role of Team Member:** Equity Member

Isolux Infrastructure Netherlands B.V. is an Equity Member only and will not perform or supervise installation and/or construction work for the I-69 Section 5 Project.

FORM D

**INDUSTRIAL SAFETY RECORD  
FOR EQUITY MEMBERS AND MAJOR PARTICIPANTS**

PROPOSER'S NAME: I-69 Development Partners

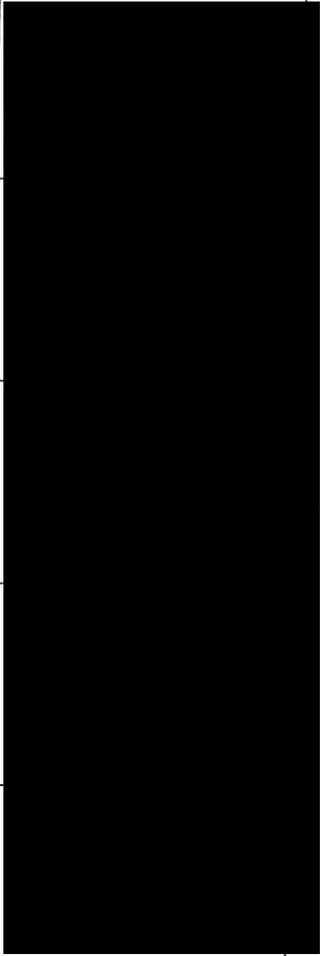
NAME OF TEAM MEMBER: Corsan-Corviam Construccion, S.A.

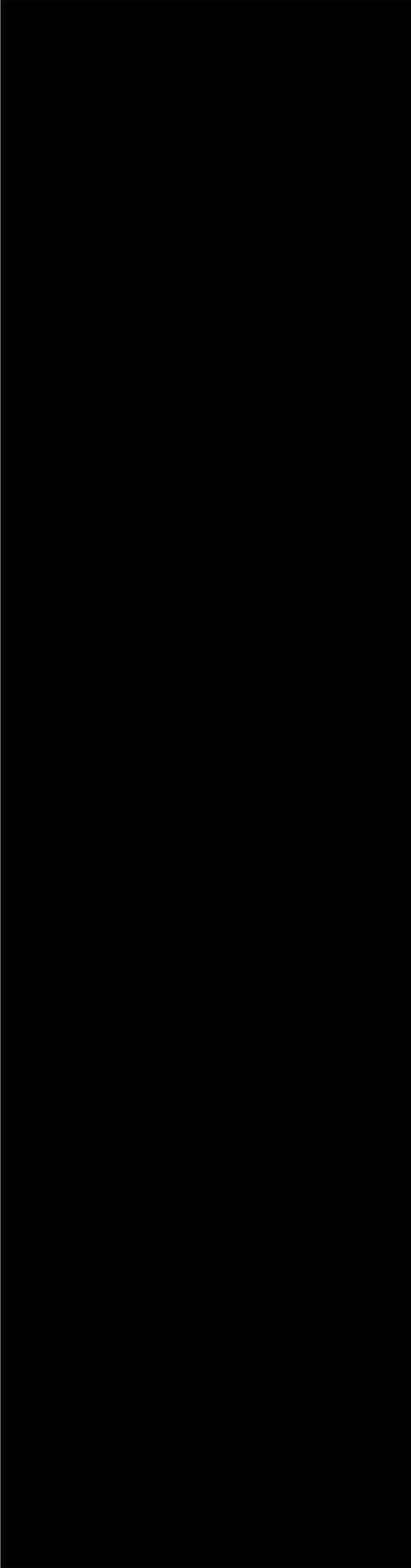
ROLE OF TEAM MEMBER: Design-Build Contractor

This form shall be filled out separately and provided for each Equity Member and Major Participant of Proposer's team that has undertaken work in the United States and will perform or supervise construction and installation Work for the Project, and including information for any entity affiliated with such team member that has undertaken work in the United States. Information must be provided with regard to all construction, installation and integration work undertaken in the United States (including the State of Indiana) by the entity, with separate statistics relative to the State of Indiana. For team members that are members of joint ventures, information as to the joint venture shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which IFA may require for evaluating the safety record.

For purposes of this form, the term "affiliated" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in the United States. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years in the United States.

	2009	2010	2011	2012	2013
1) Total Hours Worked (in thousands) Nationwide: Indiana:	NA NA	NA NA	NA NA	64,234 NA	214,843 NA
2) Number of fatalities.* Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	0 0
3) Number of lost workdays.* Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	0 0
4) Number of lost workdays* cases: Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	0 0
5) Number of injury/illness* cases: Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	1 0
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	0 0
7) Incidence Rate** Lost Workday Cases Nationwide: Indiana: Days Lost Nationwide: Indiana:	NA NA	NA NA	NA NA	0 0	0 0





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## Section 5

I-69 Development Partners

### Statement in Lieu of Form D

**Proposers Name:** I-69 Development Partners  
**Name of Team Member:** AZTEC-TYPSA JV  
**Role of Team Member:** Lead Engineer

The AZTEC- TYPSA JV will be a newly formed design entity and will not perform or supervise installation and/or construction work for the I-69 Section 5 Project.



## Section 5

I-69 Development Partners

### Statement in Lieu of Form D

**Proposers Name:** I-69 Development Partners  
**Name of Team Member:** AZTEC Engineering Group, Inc.  
**Role of Team Member:** Managing Partner of the AZTEC-TYPSA JV (Lead Engineer)

AZTEC Engineering Group, Inc. is a design firm and will be the managing partner of the yet to be formed AZTEC-TYPSA JV. AZTEC Engineering Group, Inc. will not perform or supervise installation and/or construction work for the I-69 Section 5 Project.



## Section 5

I-69 Development Partners

### Statement in Lieu of Form D

**Proposers Name:** I-69 Development Partners  
**Name of Team Member:** TYPESA (Técnica y Proyectos S.A.)  
**Role of Team Member:** Supporting Partner of the AZTEC-TYPESA JV (Lead Engineer)

TYPESA (Tecnica y Proyectos S. A.) is a design firm and will be the supporting partner of the yet to be formed AZTEC-TYPESA JV. TYPESA will not perform or supervise installation and/or construction work for the I-69 Section 5 Project.

### **3.2.5 Personnel Work Assignment Form and Commitment of Availability (Form E)**

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## Section 5

I-69 Development Partners

### **Personnel Work Assignment Form and Commitment of Availability: Form E**

The following I-69 DP Team Members have provided an executed Form E:

- Isolux Infrastructure Netherlands B.V.
- The McCormick Group, Inc.
- AZTEC Engineering Group, Inc.
- Corsan-Corviam Construccion, S.A.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- Keramida, Inc.
- Professional Service Industries, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- VS Engineering, Inc.

**FORM E**

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

Name of Proposer: I-69 Development Partners

<b>Key Personnel Assignment</b>	<b>Name of Individual Assigned and Employer</b>
Project Executive (if different than the Project Manager)	Jose A. Labarra Isolux Infrastructure Netherlands B.V.
Project Manager	José R. Ballesteros Isolux Infrastructure Netherlands B.V.
Deputy Project Manager(s)	Carlos Ursua Isolux Infrastructure Netherlands B.V.
Financial Director (responsible for management and control of the Project finances)	Miguel Garrido Isolux Infrastructure Netherlands B.V.
Public Information Coordinator	Tony Carpenter The McCormick Group, Inc.
DBE Coordinator	Matti McCormick The McCormick Group, Inc.
Lead Engineer	Michael Riggs AZTEC Engineering Group, Inc.
Engineer of Record	Felipe Medrano AZTEC Engineering Group, Inc.
Structural Engineer of Record	Mario Colecchia AZTEC Engineering Group, Inc.
Construction Manager	Vicente Ferrio Corsan-Corviam Construcción, S.A.
Quality Manager	Mario Benitez Isolux Infrastructure Netherlands B.V.
Construction Quality Manager	Jason Bagwell Burgess & Niple
Design Quality Manager	Tom Maki AZTEC Engineering Group, Inc.
Utility Manager	David Hayward Christopher B. Burke Engineering, LLC
Safety Manager	Mark Flick Keramida Inc.
Environmental Compliance Manager	Richard Fitch Burgess & Niple
Operations and Maintenance Manager	Miguel A. Barranco Isolux Infrastructure Netherlands B.V.

Karst Specialist	Steven Sittler Keramida, Inc.
Karst Specialist	James Pease Professional Service Industries, Inc.
Karst Specialist	Paul Passe Professional Service Industries, Inc.
Karst Specialist	Eugenio Sanz TYPASA (Técnica y Proyectos S.A.)
Erosion and Sediment Control Manager	Dan Agan Christopher B. Burke Engineering, LLC
Maintenance of Traffic (MOT) Manager.	Brad Faris, PE, PLS VS Engineering, Inc.

Proposer's Name: I-69 Development Partners (the "Proposer")

Employer's Name: Isolux Infrastructure Netherlands B.V. (the "Employer")

Employer's Name: The McCormick Group, Inc. (the "Employer")

Employer's Name: AZTEC Engineering Group, Inc. (the "Employer")

Employer's Name: Corsan-Corviam Construcción, S.A. (the "Employer")

Employer's Name: Burgess & Niple, Inc. (the "Employer")

Employer's Name: Christopher B. Burke Engineering, LLC (the "Employer")

Employer's Name: Keramida (the "Employer")

Employer's Name: Professional Service Industries, Inc. (the "Employer")

Employer's Name: TYPASA (Técnica y Proyectos S.A.) (the "Employer")

Employer's Name: VS Engineering, Inc. (the "Employer")

## COMMITMENT OF AVAILABILITY

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: \_\_\_\_\_  


Printed Name: José R. Ballesteros

Title: Director

Employer's Name: Isolux Infrastructure Netherlands B.V.

Date: January 21, 2014

FORM E

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: Matti McCormick

Title: President

Employer's Name: The McCormick Group, Inc.

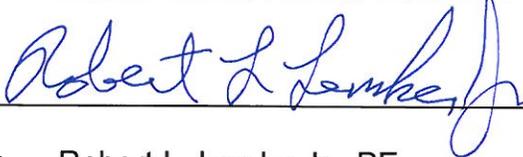
Date: January 15, 2014

**FORM E**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: Robert L. Lemke Jr., PE

Title: Chief Executive Officer

Employer's Name: AZTEC Engineering Group, Inc.

Date: January 15, 2014

**FORM E**

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: \_\_\_\_\_  


Printed Name: Nicolas Alonso Berrio

Title: International Technical Director

Employer's Name: Corsan-Corviam Construccin, S.A.

Date: January 21, 2014

**FORM E**

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: E. Scott Sondles

Title: Indiana District Director

Employer's Name: Burgess & Niple, Inc.

Date: January 15, 2014

**FORM E**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed:  \_\_\_\_\_

Printed Name: Jon D. Stolz

Title: Managing Vice President

Employer's Name: Christopher B. Burke Engineering, LLC.

Date: January 15, 2014

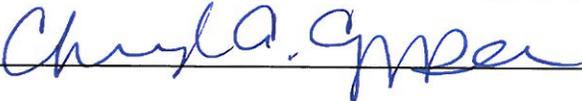
**FORM E**

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: Cheryl Apple

Title: Vice President of Operations

Employer's Name: KERAMIDA, Inc.

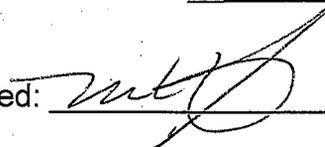
Date: January 15, 2014

FORM E

COMMITMENT OF AVAILABILITY

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed:  \_\_\_\_\_

Printed Name: Mark B. Weiland

Title: Executive Vice President

Employer's Name: Professional Service Industries, Inc.

Date: January 18, 2014

**FORM E**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: Miguel Bardalet

Title: General Manager North America

Employer's Name: TYPSA (Técnica y Proyectos S.A.)

Date: January 18, 2014

**FORM E**

**PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY**

**COMMITMENT OF AVAILABILITY**

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named key personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

Proposer's Name: I-69 Development Partners

Signed: 

Printed Name: Sanjay B. Patel

Title: President

Employer's Name: VS Engineering, Inc.

Date: January 15, 2014

### **3.2.6 Letter(s) Regarding Pre-Proposal Submittals**

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## Section 5

I-69 Development Partners

### Letters Regarding Pre-Proposal Submittals per Section 3.2.6

The I-69 DP Team Members have received the following letters from IFA regarding our Pre-Proposal Submittals:

- Approval of Name Change
- Approval of Lead Underwriter and Lead Underwriter's Counsel
- Approval of Lead Underwriter
- Approval of Key Personnel (4 Letters)
- Approval of ATC's (4 Letters)
- Approval of Model Auditor
- Approval of Bench Mark Rates and Credit Spreads



November 6, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Request to Change Team Name

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We have received your request, dated November 6, 2013, to recognize your consortium's name as "I-69 Development Partners," and we will do so on a going-forward basis.

Nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Silvia Perez', is written over a blue circular stamp or seal.

Silvia Perez  
Project Manager



November 4, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

Isolux Infrastructure Netherlands, B.V.  
("I-69 Development Partners")  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Lead Underwriter and Lead Underwriter's Counsel

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Pursuant to Section 1.9.3 and Section 2.4 of the ITP, IFA hereby approves (a) Jefferies LLC and Barclays Capital Inc. to act as Lead Underwriter for Isolux Infrastructure Netherlands, B.V. (d/b/a "I-69 Development Partners") ("Proposer") and (b) White & Case LLP to act as counsel to Lead Underwriter for Proposer.

Note that the foregoing approval shall not constitute approval of any PABs issuance or engagement agreement or any waiver or other modification of the requirements of the RFP.

Nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SP', is written over a light blue circular stamp.

Silvia Perez  
Project Manager



November 15, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Lead Underwriter

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Pursuant to Section 1.9.3 and Section 2.4 of the ITP, IFA hereby approves Citigroup Global Markets Inc. to act as Lead Underwriter for I-69 Development Partners ("Proposer").

Note that the foregoing approval shall not constitute approval of any PABs issuance or engagement agreement or any waiver or other modification of the requirements of the RFP.

Nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Silvia Perez', with a long horizontal flourish extending to the right.

Silvia Perez  
Project Manager



| December 6, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: New and Changed Key Personnel

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We are in receipt of your Pre-Proposal Submittal, dated November 26, 2013, regarding new and changed Key Personnel and change in organization. We understand your request to be for IFA's approval of new, and changes to, Key Personnel and changes to Proposer's organization, pursuant to Sections 2.4 and 2.11 of the ITP.

IFA hereby approves the following Key Personnel:

- Mario Benitez to act as Quality Manager, replacing Luis J. Leon
- Felipe Medrano to act as Engineer of Record
- Miguel Garrido to act as Financial Director (formerly "Financial Deputy Project Manager")
- Tony Carpenter to act as Public Information Coordinator
- Matti McCormick to act as DBE Coordinator
- David Hayward to act as Utility manager
- Tom Maki to act as both Design Quality Manager and Construction Quality Manager
- Mark Flick to act as Safety Manager
- Dan Agan to act as Erosion and Sediment Control Manager
- Brad Fais to act as Maintenance of Traffic Manager

IFA does not approve the following proposed Key Personnel:

- Kerry Daily to act as Environmental Compliance Manager
- Heather Ivory to act as Karst Specialist

Please submit new candidates for these positions who have the experience that is compatible with the scope of the Project.

IFA received your December 6, 2013 email in which you named two people to fill the roles of Construction Quality Manager and Design Quality Manager. IFA has not had an opportunity to review the materials yet and will therefore respond at a later date.

IFA requests the following clarifications for certain proposed Key Personnel:

- Felipe M. Medrano, PE, to act as Engineer of Record
  1. Please state whether Felipe will sign and seal all design reports, Plans, and Project specifications as the one Engineer of Record, or if other Engineer(s) of Record will sign and seal design reports, Plans, and Project specifications for the assigned Design Unit(s) as provided in Section 3.2.5 of the Technical Provisions. If the latter, please provide resumes and qualifications for those other Engineer(s) of Record.
- David Hayward, PE, to act as Utility Manager
  1. Please provide:
    - a. Additional details about the roles Mr. Hayward performed on the State Road 46 Corridor Improvements project, and specifically what activities he performed with respect to utility coordination and utility management.
    - b. The dates of the example projects and of David's involvement with those projects.
    - c. The value of the utility relocation work on the State Road 46 Corridor Improvements project.
- Mark Flick to act as Safety Manager
  1. Please provide additional detail about what safety management experience Mr. Flick has involving large construction equipment being used on projects that are comparable to the scope of the Project.
- Daniel Agan, CPESC, CESSWI, to act as Erosion and Sediment Control Manager
  1. Please provide additional detail about what experience Dan has for the projects listed with respect to managing temporary erosion and sediment control measures.

Proposer is to provide to IFA by email, with an original and five copies to follow, the materials requested above by **no later than 12:00 pm on December 12, 2013.**

IFA reserves the right to request additional information or seek further clarifications. Furthermore, nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' followed by a long horizontal line extending to the right.

Silvia Perez  
Project Manager



December 23, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: New and Changed Key Personnel

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We are in receipt of your supplemental Pre-Proposal Submittals, dated December 12, 2013, regarding new Key Personnel and supplemental Key Personnel information. We understand the supplemental information is in relation to your request to be for IFA's approval of new, and changes to, Key Personnel, pursuant to Sections 2.4 and 2.11 of the ITP.

IFA hereby approves the following Key Personnel:

- Richard G. Fitch to act as Environmental Compliance Manager
- David Hayward, PE, to act as Utility Manager
- Mark Flick to act as Safety Manager
- Daniel Agan, CPESC, CESSWI to act as Erosion and Sediment and Control Manager

IFA requests the following clarifications for certain proposed Key Personnel:

- Steve Sittler to act as Karst Specialist
  1. Please provide a clarification on what his project roles and activities have been with respect to karst remediation during construction on a project of similar size and scope of project.

- o Felipe Medrano, PE, to act as Engineer of Record
  - 1. We understand this is I-69 Development Partners' response to IFA's initial request to confirm the intent for Mr. Medranao to sign and seal all design plans. Having a single individual sign and seal all plans is a highly unusual position to take given the size, complexity and diversity of the engineering specialties required for this project. Please reconfirm this position or provide additional Key Personnel as Engineer (s) of Record for the various disciplines.

Proposer is to provide to IFA by email, with an original and five copies to follow, the materials requested above by **no later than 12:00 pm on December 27, 2013.**

IFA reserves the right to request additional information or seek further clarifications. Furthermore, nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'SP', with a long horizontal line extending to the right.

Silvia Perez  
Project Manager



January 2, 2014

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: New and Changed Key Personnel

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We are in receipt of your supplemental Pre-Proposal Submittals, dated December 27, 2013, regarding supplemental Key Personnel information. We understand the supplemental information is in relation to your request to be for IFA's approval of new, and changes to, Key Personnel, pursuant to Sections 2.4 and 2.11 of the ITP.

IFA hereby approves the following Key Personnel:

- Jason Bagwell, PE, to act as Construction Quality Manager

IFA requests the following clarifications for certain proposed Key Personnel:

- Steve Sittler to act as Karst Specialist
  1. Please identify these "other I-69 DP Team members who are also experienced in Karst remediation (including TYPESA staff)" by name and provide their credentials. The identified individuals, if qualified, will need to be added as Karst Specialists.
- Felipe Medrano, PE, to act as Engineer of Record

1. We understand this is I-69 Development Partners' response to IFA's request to confirm the intent for Mr. Medrano to sign and seal all design plans. Your response states "If there are sheets designed by other professionals and of other disciplines those individuals will seal and sign those sheets that they were responsible for preparing." Such individuals would be considered Engineers of Record for those sheets/disciplines. Accordingly, they must be approved as Key Personnel for those sheets/disciplines. Please provide the names and resumes of those individuals for IFA's review as Key Personnel candidates.

Proposer is to provide to IFA by email, with an original and five copies to follow, the materials requested above by **no later than 10:00 am on January 7, 2014.**

IFA reserves the right to request additional information or seek further clarifications. Furthermore, nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' followed by a long horizontal line extending to the right.

Silvia Perez  
Project Manager



January 17, 2014

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Supplemental Key Personnel Information

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We are in receipt of your supplemental Pre-Proposal Submittal, dated January 7, 2014, regarding new and changed Key Personnel and change in organization. We understand your request to be for IFA's approval of new, and changes to, Key Personnel and changes to Proposer's organization, pursuant to Sections 2.4 and 2.11 of the ITP.

IFA hereby approves the following Key Personnel:

- Steve Stittler to act as Karst Specialist
- James Pease to act as Karst Specialist
- Paul Passe to act as Karst Specialist
- Eugenio Sanz to act as Karst Specialist
- Felipe Medrano to act as Engineer of Record
- Mario Colecchia to act as Structural Engineer of Record

Nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line that extends to the right.

Silvia Perez  
Project Manager



November 13, 2013

VIA E-Mail: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

RE: I-69 Section 5 RFP, ATC #01, 03, #04, #05, #06, #07, #08 – Response to Proposed Alternative Technical Concepts from I-69 Development Partners

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the “Project”), issued by the Indiana Finance Authority (“IFA”) on October 15, 2013 (as amended, the “RFP”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

IFA has completed its review of the proposed Alternative Technical Concepts ATC #03, #06, #07 and #08 submitted by I-69 Development Partners in accordance with the RFP.

IFA’s responses to the ATCs, including comments and conditions noted by IFA, are included in Attachment 1.

Any approval of an ATC (whether unconditional or conditional) is limited to deviations from the requirements of the PPA Documents that are expressly identified as deviations in the narrative of the proposed ATC and for which deviations the Proposer requested specific approval. All other requirements of the PPA Documents not otherwise expressly identified as deviations in the ATC and expressly approved by IFA in its approval letter remain in full force and effect and all conditions relating to such ATCs reflected in the PPA Documents must be satisfied by the Proposer.

IFA looks forward to working closely with you as we continue to collectively move forward with the I-69 Project procurement.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a long horizontal line.

Silvia Perez  
Project Manager

Attachment

ATTACHMENT 1

I-69 DEVELOPMENT PARTNERS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



December 3, 2013

VIA E-Mail: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

RE: I-69 Section 5 RFP, ATC #02R1, #11, #13, #14, #15, #16, #19 and #35 – Response to Proposed Alternative Technical Concepts from I-69 Development Partners

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the “Project”), issued by the Indiana Finance Authority (“IFA”) on October 15, 2013 (as amended, the “RFP”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

IFA has completed its review of the proposed Alternative Technical Concepts ATC #02R1, #11, #13, #14, #15, #16, #19 and #35 submitted by I-69 Development Partners in accordance with the RFP.

IFA’s responses to the ATCs, including comments and conditions noted by IFA, are included in Attachment 1.

Any approval of an ATC (whether unconditional or conditional) is limited to deviations from the requirements of the PPA Documents that are expressly identified as deviations in the narrative of the proposed ATC and for which deviations the Proposer requested specific approval. All other requirements of the PPA Documents not otherwise expressly identified as deviations in the ATC and expressly approved by IFA in its approval letter remain in full force and effect and all conditions relating to such ATCs reflected in the PPA Documents must be satisfied by the Proposer.

IFA looks forward to working closely with you as we continue to collectively move forward with the I-69 Project procurement.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a long horizontal line extending to the right.

Silvia Perez  
Project Manager

Attachment

ATTACHMENT 1

I-69 DEVELOPMENT PARTNERS

[REDACTED]



December 9, 2013

VIA E-Mail: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

RE: I-69 Section 5 RFP, ATC #09, #10R1, #12R1, #17, #18, #22 and #36R1 – Response to Proposed Alternative Technical Concepts from I-69 Development Partners

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the “Project”), issued by the Indiana Finance Authority (“IFA”) on October 15, 2013 (as amended, the “RFP”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

IFA has completed its review of the proposed Alternative Technical Concepts ATC #09, #10R1, #12R1, #17, #18, #22 and #36R1 submitted by I-69 Development Partners in accordance with the RFP.

IFA’s responses to the ATCs, including comments and conditions noted by IFA, are included in Attachment 1.

Any approval of an ATC (whether unconditional or conditional) is limited to deviations from the requirements of the PPA Documents that are expressly identified as deviations in the narrative of the proposed ATC and for which deviations the Proposer requested specific approval. All other requirements of the PPA Documents not otherwise expressly identified as deviations in the ATC and expressly approved by IFA in its approval letter remain in full force and effect and all conditions relating to such ATCs reflected in the PPA Documents must be satisfied by the Proposer.

IFA looks forward to working closely with you as we continue to collectively move forward with the I-69 Project procurement.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a long horizontal line.

Silvia Perez  
Project Manager

Attachment

ATTACHMENT 1

I-69 DEVELOPMENT PARTNERS

[REDACTED]



December 10, 2013

VIA E-Mail: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

RE: I-69 Section 5 RFP, ATC #23, #25, #26, #27, #28, #29, #30, #31, #32, #33 and #34 –  
Response to Proposed Alternative Technical Concepts from I-69 Development Partners

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the “Project”), issued by the Indiana Finance Authority (“IFA”) on October 15, 2013 (as amended, the “RFP”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

IFA has completed its review of the proposed Alternative Technical Concepts ATC #23, and #25 through #34 submitted by I-69 Development Partners in accordance with the RFP.

IFA’s responses to the ATCs, including comments and conditions noted by IFA, are included in Attachment 1.

Any approval of an ATC (whether unconditional or conditional) is limited to deviations from the requirements of the PPA Documents that are expressly identified as deviations in the narrative of the proposed ATC and for which deviations the Proposer requested specific approval. All other requirements of the PPA Documents not otherwise expressly identified as deviations in the ATC and expressly approved by IFA in its approval letter remain in full force and effect and all conditions relating to such ATCs reflected in the PPA Documents must be satisfied by the Proposer.

IFA looks forward to working closely with you as we continue to collectively move forward with the I-69 Project procurement.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a long horizontal line extending to the right.

Silvia Perez  
Project Manager

Attachment

ATTACHMENT 1

I-69 DEVELOPMENT PARTNERS

[REDACTED]

[REDACTED]

[REDACTED]



November 18, 2013

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Model Auditor Approval

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Pursuant to Section 2.4 and Section 5.10.2 of the ITP, IFA hereby approves WieserMazars LLP to act as Model Auditor for I-69 Development Partners ("Proposer").

Note that the foregoing approval shall not constitute approval of any model audit opinion or engagement agreement. Please also note that, notwithstanding the audit, the financial model must meet all the requirements of the RFP Documents, including specifically the requirements of the instructions to proposers ("ITP") portion, Exhibit C, Section 5.12 related to financial model consistency. Under ITP Section 5.10.12, Proposer assumes the risk of errors, omissions, defects, and deficiencies in its financial model, such that any amendment to the financial model required based upon the results of the financial model audit will be implemented without any adjustment to the MAP or Milestone Payment(s).

Nothing contained herein shall modify or waive any of the terms of the RFP, and IFA reserves all rights there under. Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Silvia Perez', is written over a light blue horizontal line.

Silvia Perez  
Project Manager



January 13, 2014

**VIA E-MAIL: [jrballesteros@isoluxinfrastructure.com](mailto:jrballesteros@isoluxinfrastructure.com)**

I-69 Development Partners  
c/o Isolux Infrastructure Netherlands, B.V.  
C/Caballero Andante No. 8  
28021 Madrid (Spain)  
Attn: José R. Ballesteros (O&M Infrastructure Director)

Re: Benchmark Rates and Credit Spreads Approval

Dear Mr. Ballesteros:

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the "Project"), issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

We are in receipt of your submittal related to Benchmark Rates and credit spreads dated January 10, 2014, with additional clarifications of January 13, 2014.

Pursuant to Sections 2.4, 5.10.3 and 5.10.4 of the ITP, IFA hereby approves the Benchmark Rates and credit spreads submitted for purposes of Proposer's submittal of the Proposal.

Nothing contained herein shall modify the terms of the RFP, and IFA reserves all rights thereunder.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Silvia Perez', with a long horizontal line extending to the right.

Silvia Perez  
Project Manager

### 3.2.7 Non-Collusion Affidavit (Form F)

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## Section 5

I-69 Development Partners

### Non-Collusion Affidavit: Form F

The following I-69 DP Team Members have provided an executed Form F:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.

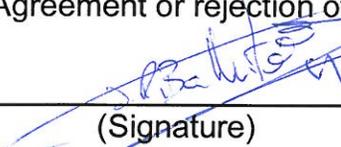
**FORM F**

**NON-COLLUSION AFFIDAVIT**

STATE OF Indiana )  
 )SS:  
COUNTY OF Marion )

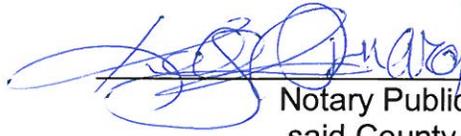
Each of the undersigned, being first duly sworn, deposes and says that:

- A. Jose R. Ballesteros is Director of Isolux Infrastructure Netherlands B.V., which entity is the Equity Member of I-69 Development Partners the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit or cost element (including the Maximum Availability Payment or its components) included in the Proposal, or of that of any other Proposer, or to secure any advantage against IFA or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Jose R. Ballesteros  
(Name Printed)

\_\_\_\_\_  
Proposer Authorized Representative (I-69 Development Partners)  
(Title)

Subscribed and sworn to before me this 15 day of Jan, 2014.



Notary Public in and for  
said County and State

[Seal]

My commission expires: April 11, 2021.

*[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, and (ii) Equity Members of the Proposer.]*

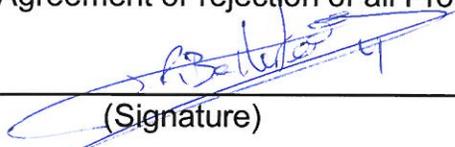
**FORM F**

**NON-COLLUSION AFFIDAVIT**

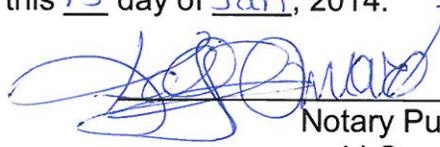
STATE OF Indiana )  
 )SS:  
COUNTY OF Marion )

Each of the undersigned, being first duly sworn, deposes and says that:

- A. Jose R. Ballesteros is Director of Isolux Infrastructure Netherlands B.V, which entity is the Equity Member of I-69 Development Partners the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit or cost element (including the Maximum Availability Payment or its components) included in the Proposal, or of that of any other Proposer, or to secure any advantage against IFA or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

  
\_\_\_\_\_  
(Signature)  
Jose R. Ballesteros  
\_\_\_\_\_  
(Name Printed)  
Director (Isolux Infrastructure Netherlands B.V.)  
(Title)

Subscribed and sworn to before me this 15 day of Jan, 2014.



\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: April 11, 2021.

*[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, and (ii) Equity Members of the Proposer.]*

### 3.2.8 Buy America Certification (Form G)

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## Section 5

I-69 Development Partners

### Buy America Certification: Form G

An executed Form G has been provided by:

- I-69 Development Partners

**FORM G**

**BUY AMERICA CERTIFICATION**

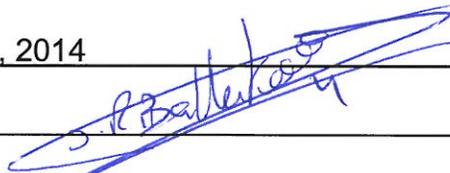
**(To be signed by authorized signatory(ies) of Proposer)**

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following with regard to the Project:

- a. Proposer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the design-build contract price.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer's request, IFA may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by IFA.

Date: January 21, 2014

Signature: \_\_\_\_\_



By: Jose R. Ballesteros

Title: Proposer Authorized Representative

Proposer's Name: I-69 Development Partners

### 3.2.9 DBE Certification (Form H)

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## Section 5

I-69 Development Partners

### **DBE Certification: Form H**

An executed Form H has been provided by:

- I-69 Development Partners

**FORM H**  
**DBE CERTIFICATION**

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work on the Project.

**DBE**

11%

**DBE Certification**

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Agreement, the Developer will submit a final DBE Performance Plan meeting the requirements set forth in Section 7.10.3 of the Agreement and the DBE Special Provisions attached as Exhibit 7 to the Agreement.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of IFA and the Proposer will be precluded from participating in any reprocurment of the Agreement for the Project.



\_\_\_\_\_  
Jose R. Ballesteros  
(Printed Name)

\_\_\_\_\_  
Proposer Authorized Representative  
(Title)

\_\_\_\_\_  
I-69 Development Partners  
(Proposer)

### **3.2.10 Surety/Financial Institution Information**

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## Section 5

I-69 Development Partners

### **Surety/Financial Institution Information per Section 3.2.10**

A Surety/Financial Institution information Letter has been provided for:

- I-69 Development Partners



One World Financial Center  
200 Liberty Street, 6<sup>th</sup> Floor  
New York, NY 10281  
Telephone 1-212-915-8888  
Direct No. 1-212-915-7729  
Direct Fax 1-212-519-5443  
Email: [rosalie.moresco@willis.com](mailto:rosalie.moresco@willis.com)

January 21, 2014

Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204  
Attention: Ms. Silvia Perez

**RE: Proposal to Develop, Design, Build, Finance Operate and Maintain the I-69 Section 5  
Project through a public-private partnership agreement**

To Whom It May Concern:

This letter is being provided pursuant to Section 3.2.10 of Exhibit B to the Instructions to Proposers (“ITP”) issued by the Indiana Finance Authority for the I-69 Section 5 Project, as amended. Defined terms used in this letter have the meanings ascribed to them in the ITP.

Isolux Infrastructure Netherlands B.V. and Corsán-Corviam Construcción, S.A. are highly regarded surety bonding clients of Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company and American Home Assurance Company as co-sureties. All of the referenced sureties are authorized to transact the business of suretyship in the State of Indiana, appear on the current list of the Treasury Department of the United States Circular 570 as acceptable sureties on Federal contracts and have an A.M. Best rating and Financial Size Category as follows.

Liberty Mutual Insurance Company: Excellent (A); Class X  
Fidelity and Deposit Company of Maryland: Superior (A+); Class XV  
XL Specialty Insurance Company: Excellent (A); Class XV  
American Home Assurance Company: Excellent (A); Class XV

The agent for Isolux Netherlands B.V. and Corsán-Corviam Construcción, S.A. is Willis of New York, Inc. located at 200 Liberty Street, New York, NY 10281.

The above listed companies have each confirmed they have not defaulted on any obligation within the past ten years (as measured from the date of issuance of the RFQ). Notwithstanding the foregoing, from time to time certain obligees and or claimants may have alleged or asserted the listed companies were in default of one or more of their alleged obligations under a surety bond. The listed sureties’ position is that such allegations have stemmed from good faith disputes over the timing or scope of the underlying obligation, or in some cases whether an obligation even existed. In such cases the companies have fairly and timely discharged their obligations, as they have been determined whether judiciously, voluntarily or by some other means.

Isolux Infrastructure Netherlands, B.V. and Corsán-Corviam Construcción, S.A. are each capable of obtaining a payment bond (or bonds) and a performance bond (or bonds) for the I-69 Section 5 Project. The co-sureties have reviewed the PPA documents, including Article 17 of the PPA, and are prepared to issue the Performance Bond(s) and Payment Bond(s) in the forms and amounts required by the PPA to Isolux Infrastructure Netherlands, B.V., or, to the extent applicable, to Corsán-Corviam Construcción, S.A. guaranteeing the fulfillment of their respective obligations related to the I-69 Section 5 Project. The co-sureties have read the RFP (including the ITP), any and all addenda and evaluated the respective backlogs

and works-in progress of Isolux Infrastructure Netherlands B.V. and Corsán-Corviam Construcción, S.A. in determining each such entity's bonding capacity.

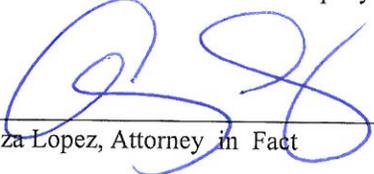
Naturally, Liberty Mutual Insurance Company, Fidelity and Deposit Company of Maryland, XL Specialty Insurance Company and American Home Assurance Company, as co-sureties reserve the right to reasonably approve any material adverse changes made to the PPA or the Technical Provisions following the date of this letter, other than any change orders and any changes or information reflected in the Proposal, as of the date of January 21, 2014 and Addendum n° 4 to the RFP dated January 15, 2014 such as ATCs and Proposer commitments. The commitment in this letter is subject to the award and execution of the PPA and issuance of NTP2 under the PPA. This letter is not a bid bond or a performance bond.

We have full confidence that Isolux Infrastructure Netherlands, B.V. and Corsán-Corviam Construcción, S.A. each has the necessary financial and operational abilities to successfully complete this project, and we are pleased to furnish this recommendation.

Signed, Sealed and dated this 21st day of January, 2014.

Yours very truly,

Liberty Mutual Insurance Company  
Fidelity and Deposit Company of Maryland  
XL Specialty Insurance Company and  
American Home Assurance Company



---

Aiza Lopez, Attorney in Fact

Addresses of sureties are as follows.

Liberty Mutual Insurance Company - 175 Berkeley St., Boston, MA 02116

Fidelity and Deposit Company of Maryland - 1400 American Lane, Tower I, 18<sup>th</sup> Floor  
Schaumburg, IL 60196 – 1056

XL Specialty Insurance Company - 70 Seaview Avenue, Stamford, CT 06902

American Home Assurance Company - 175 Water St., 18<sup>th</sup> Floor, New York, NY 10038

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6255155

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Lopez; Danielle M. Bechard; Elana V. Sanchez; Jeannette Porrini; Stacy Rivera

all of the city of Hartford, state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of August, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 21st day of August, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of January, 20 14.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeannette PORRINI, Stacy RIVERA, Aiza LOPEZ and Elana V. SANCHEZ, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

**State of Maryland**  
City of Baltimore

On this 3rd day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public*  
*My Commission Expires: July 8, 2015*



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21 day of January, 20 14.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



XL Group  
Insurance  
Reinsurance

Power of Attorney  
XL Specialty Insurance Company  
Greenwich Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
UNLIMITED POWER OF ATTORNEY  
XL1510024

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint: **Stacy Rivera, Elana V. Sanchez, Jeannette Porrini, Aiza Lopez**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of November 2013.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this November 18th, 2013.



XL SPECIALTY INSURANCE COMPANY  
GREENWICH INSURANCE COMPANY

By: *David S. Hewett*  
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*  
SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 18th day of November, 2013, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*Kim D. Sliva*  
NOTARY PUBLIC

STATE OF CONNECTICUT

SB-0034 - 3/11

COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 21 day of January ~~2014~~



*Toni Ann Perkins*

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 18th day of November, 2013.



**XL REINSURANCE AMERICA INC.**

by *John P. Welch*  
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*

SECRETARY

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 18th day of November, 2013, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*Kim D. Sliva*

NOTARY PUBLIC

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this \_\_\_ day of \_\_\_\_\_



*Toni Ann Perkins*

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after November 18, 2018  
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 23381

No. 01-B-50609

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA, a Pennsylvania corporation, does each hereby appoint

---Jeannette Porini, Stacy Rivera, Traci Popovich, Sue Saunders, Aiza Lopez, Danielle M. Bechard of Hartford, Connecticut---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA, have each executed these presents

this 17th day of December, 2013



Handwritten signature of Michael Yang

Michael Yang, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 17th day of December, 2013 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of this office

Handwritten signature of Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 21 day of January 2014



Handwritten signature of Denis Butkovic

Denis Butkovic, Secretary

### **3.2.11 Conflict of Interest Disclosure Statement (Form I)**

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## Section 5

I-69 Development Partners

### **Conflict of Interest Disclosure Statement: Form I**

An executed Form I has been provided by:

- I-69 Development Partners

## FORM I

### CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer's attention is directed to 23 CFR Part 636, Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with Section 2.10.2 of the Instructions to Proposers, certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with IFA in connection with the Project procurement and document preparation.

#### **1. Disclosure Pursuant to Section 636.116(2)(v)**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

Proposer should disclose (a) any current contractual relationships with IFA, (b) any past, present, or planned contractual or employment relationships with any IFA member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any IFA member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

**NONE**

2. **Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. **Certification**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.



Name: Jose R. Ballesteros

Title: Proposer Authorized Representative

Proposer: I-69 Development Partners

Date: January 21, 2014

### **3.2.12 Equal Opportunity Employment Certification (Form Q)**

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## Section 5

I-69 Development Partners

### Equal Opportunity Employment Certification: Form Q

The following I-69 DP Team Members have provided an executed Form Q:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construccion, S.A.
- AZTEC-TYPSA Joint Venture
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- Gradex, Inc.
- Force Construction Company, Inc.
- E&B Paving, Inc.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- VS Engineering, Inc.
- Keramida, Inc.
- Professional Service Industries, Inc.
- iTunnel, Inc
- Hardlines Design Company
- Eco-Tech Consultants, Inc.
- The McCormick Group, Inc.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

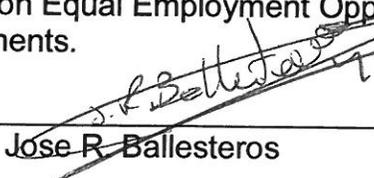
The undersigned certifies on behalf of **I-69 DEVELOPMENT PARTNERS**, that:

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:   
Jose R. Ballesteros

Title: Proposer Authorized Representative

Date: January 21, 2014

If not Proposer, relationship to Proposer: Proposer

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

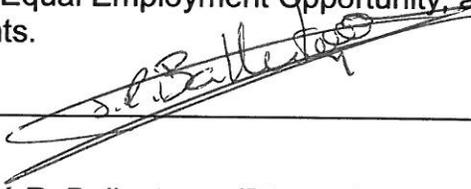
The undersigned certifies on behalf of **ISOLUX INFRASTRUCTURE NETHERLANDS B.V.**, that:

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: José R. Ballesteros (Director)

Date: January 21, 2014

If not Proposer, relationship to Proposer: Equity Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Corsan-Corviam Construccion, S.A., that:  
(Name of entity making certification)

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

Title: International Technical Director

Date: January 21, 2014

If not Proposer, relationship to Proposer: Major Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

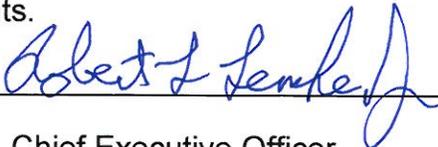
The undersigned certifies on behalf of AZTEC-TYPSA JV, that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Chief Executive Officer

Date: January 15, 2014

If not Proposer, relationship to Proposer: Major Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of AZTEC Engineering Group, Inc., that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Chief Executive Officer

Date: January, 15, 2014

If not Proposer, relationship to Proposer: Major Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

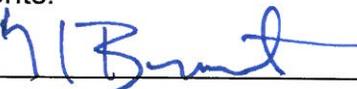
The undersigned certifies on behalf of TYPSA (Técnica y Proyectos S.A.), that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: General Manager North America

Date: January 15, 2014

If not Proposer, relationship to Proposer: Major Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Gradex, Inc., that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Proposed Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Force Construction Company, Inc., that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: *Harold Jones*

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Proposed Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

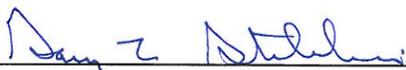
The undersigned certifies on behalf of E&B Paving, Inc., that:  
(Name of entity making certification)

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Proposed Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Burgess & Niple, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Indianapolis District Director

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Christopher B. Burke Engineering, LLC that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Managing Vice President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of VS Engineering, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Sanjay B Patel

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Keramida, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Vice President of Operations

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

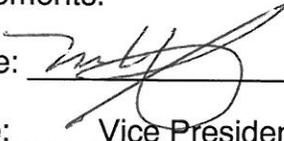
The undersigned certifies on behalf of Professional Service Industries, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Vice President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of iTunnel, Inc that:  
(Name of entity making certification)

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President & CEO

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

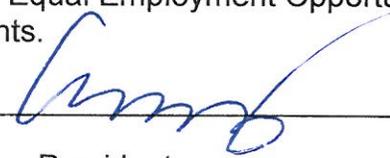
The undersigned certifies on behalf of Hardlines Design Company that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of Eco-Tech Consultants, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Operations Manager

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM Q**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*[To be executed by the Proposer, Equity Members, Major Participants and proposed Contractors]*

The undersigned certifies on behalf of The McCormick Group, Inc. that:  
*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President

Date: January 15, 2014

If not Proposer, relationship to Proposer: Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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Proposers, Equity Members, Major Non-Equity Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### 3.2.13 Lobbying Certification (Form R)

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## Lobbying Certificate: Form R

The following I-69 DP Team Members have provided an executed Form R:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construccion, S.A.
- AZTEC-TYPSA Joint Venture
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- Gradex, Inc.
- Force Construction Company, Inc.
- E&B Paving, Inc.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- VS Engineering, Inc.
- Keramida, Inc.
- Professional Service Industries, Inc.
- iTunnel, Inc
- Hardlines Design Company
- Eco-Tech Consultants, Inc.
- The McCormick Group, Inc.

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer   X   Equity Member        Major Participant        proposed Contractor        certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 21, 2014

Firm/Entity: I-69 Development Partners

Signature: 

Title: Jose R. Ballesteros (Proposer Authorized Representative)

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

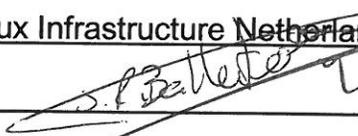
The undersigned Proposer \_\_\_\_ Equity Member  Major Participant \_\_\_\_ proposed Contractor \_\_\_\_ certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 21, 2014

Firm/Entity: Isolux Infrastructure Netherlands B.V.

Signature: 

Title: Jose R. Ballesteros (Director)

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant X proposed Contractor \_\_\_ certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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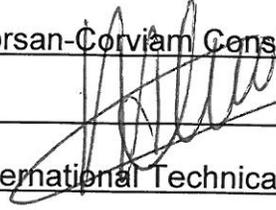
[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject



to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 21, 2014

Firm/Entity: Corsan-Corviam Construccion, S.A.

Signature:  \_\_\_\_\_

Title: International Technical Director

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant X proposed Contractor \_\_\_ certifies on behalf of itself the following:

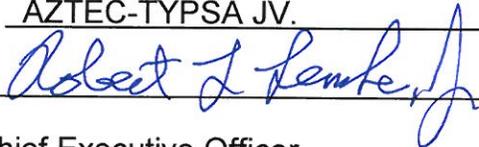
1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: AZTEC-TYPSA JV.

Signature: 

Title: Chief Executive Officer

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_ Equity Member \_\_\_\_ Major Participant X proposed Contractor \_\_\_\_ certifies on behalf of itself the following:

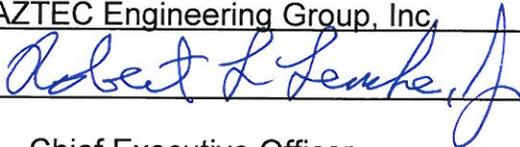
1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: AZTEC Engineering Group, Inc.

Signature: 

Title: Chief Executive Officer

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer  Equity Member  Major Participant  proposed Contractor  certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: TYPSA (Técnica y Proyectos S.A.)

Signature: 

Title: General Manager North America

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Gradex, Inc.

Signature: 

Title: President

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Force Construction Company, Inc.

Signature: 

Title: President

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_\_ Equity Member \_\_\_\_\_ Major Participant \_\_\_\_\_ proposed Contractor  X  certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: E&B Paving, Inc.

Signature: 

Title: President

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Burgess & Niple, Inc.

Signature: 

Title: Indianapolis District Director

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_ Equity Member \_\_\_\_ Major Participant \_\_\_\_ proposed Contractor X certifies on behalf of itself the following:

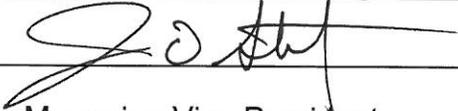
1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Christopher B. Burke Engineering, LLC

Signature:   
\_\_\_\_\_

Title: Managing Vice President

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: VS Engineering, Inc.

Signature: Sanjay B Patil

Title: President

Proposer: I-69 Development Partners

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_ Equity Member \_\_\_\_ Major Participant \_\_\_\_ proposed Contractor X certifies on behalf of itself the following:

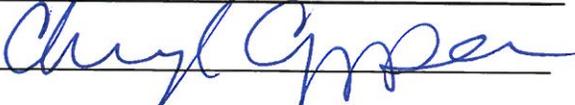
1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: KERAMIDA, Inc.

Signature: 

Title: Vice President of Operations

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer  Equity Member  Major Participant  proposed Contractor  certifies on behalf of itself the following:

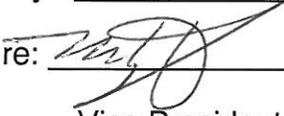
1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Professional Service Industries, Inc.

Signature:  \_\_\_\_\_

Title: Vice President

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: iTunnel, Inc.

Signature: 

Title: President & CEO

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_ Equity Member \_\_\_\_ Major Participant \_\_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
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[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Hardlines Design Company

Signature: 

Title: President

Proposer: I-69 Development Partners.

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_ Equity Member \_\_\_ Major Participant \_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: Eco-Tech Consultants, Inc.

Signature:  \_\_\_\_\_

Title: Operations Manager

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

## FORM R

### USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer \_\_\_\_ Equity Member \_\_\_\_ Major Participant \_\_\_\_ proposed Contractor X certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: January 15, 2014

Firm/Entity: The McCormick Group, Inc.

Signature: 

Title: President

Proposer: I-69 Development Partners.

*[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Contractors]*

### **3.2.14 Debarment and Suspension Certification (Form S)**

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## Section 5

I-69 Development Partners

### Debarment and Suspension Certification: Form S

An executed Form S has been provided by:

- I-69 Development Partners

**FORM S**

**DEBARMENT AND SUSPENSION CERTIFICATION**

The undersigned Proposer certifies on behalf of itself and all Equity Members, Major Participants and Contractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: January 21, 2014

Proposer: I-69 Development Partners

Signature: 

Title: Jose R. Ballesteros (Proposer Authorized Representative)

### 3.2.15 Insurance

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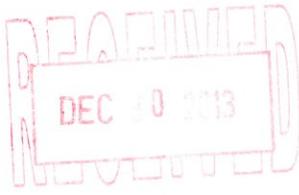
## Section 5

I-69 Development Partners

### Insurance per Section 3.2.15

Proof of Insurance has been provided by:

- I-69 Development Partners



Willis

Telephone: 972-385-9800  
Fax: 972-386-5561  
Website: www.willis.com

Direct Line: 972 715 6230  
E-Mail: Mitrani\_ch@Willis.com

December 26, 2013

Indiana Finance Authority  
One North Capital  
Suite 900  
Indianapolis, IN 46204

RE: I-69 Section 5 Project

Please accept this letter as written evidence that we have read the Public-Private Agreement for the above referenced project and, in the event our client,

I-69 Development Partners

Is selected as the Preferred Proposer for this project, the entities required to obtain insurance under the Public-Private Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement, and we will provide certificate(s) of insurance evidencing such insurance when coverage is placed. We verify that the coverage being represented meets the Developer's obligation under the Public-Private Agreement, including Article 17 and Exhibit 18, with respect to coverage limits and other items.

Said certificates will be in the form required, state the type and limits of coverage, deductibles, and termination provisions of the policy, and will have attached all additional insured endorsements as requested in the Public-Private Agreement.

If you have questions, please do not hesitate to contact our office. Thank you.

Sincerely,

Cesare J. Mitrani  
Executive Vice President  
Indiana License 714575

FORM ZLETTER FROM INDEPENDENT INSURANCE BROKER/CONSULTANT

December 26, 2013

Ms. Silvia Perez  
Project Manager  
Indiana Finance Authority  
One North Capitol Street, Suite 900  
Indianapolis, IN 46204

Re: I-69 Development Partners Proposal with respect to Insurance Policies, I-69 Section 5 Project

Dear Ms. Perez,

Reference is made to that certain Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project issued by the Indiana Finance Authority ("IFA") on October 15, 2013 (as amended, the "RFP," and its "Instructions to Proposers," the "ITP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the current RFP version of the Public-Private Agreement, to be entered into between the Preferred Proposer (as "Developer") and IFA (the "PPA"), in accordance with the RFP.

As part of the Proposal by I-69 Development Partners ("Proposer"), and with respect to Section 5.3.2(g) of the ITP, Section 7.0 of Exhibit C to the ITP, Form Z to the ITP, and Section 17.1.9 and Section 17.1.9.6 of the PPA, I hereby confirm that

1. The Proposal (with respect to Insurance Policies) conforms to the requirements of the PPA and, in particular, Article 17 thereof and Exhibit 18 thereto;
2. The amount proposed by Proposer in its Financial Proposal for the premiums and cost of such Insurance Policies for the first year after the Substantial Completion Date, as shown in the Financial Model and related Financial Model data, reflects the current and fair market cost of providing all such Insurance Policies, collectively and as to each individually; and

3. I am a licensed insurance broker in the State of Texas and Indiana. I have been retained by Proposer to serve as its independent insurance broker with respect to the Project and for the purposes of making this confirmation. I have been duly authorized by Proposer and my firm to make such confirmation to IFA, recognizing that IFA intends to rely on the same for purposes of evaluation of the Proposals and for application under the PPA.

Very truly yours,

A handwritten signature in black ink that reads "Cesare Mittrani". The signature is written in a cursive style and is positioned above a horizontal line.

Executive Vice President

### **3.2.16 Confidential Contents Index**

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## Section 5

I-69 Development Partners

### Confidential Contents Index per Section 3.2.16

Confidential Contents contained within the I-69 DP Proposal is noted in the attached Index and includes noted confidential items from the following team members:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.
- Corsan-Corviam Construcción, S.A.
- AZTEC-TYPSA Joint Venture
- AZTEC Engineering Group, Inc.
- TYPSA (Técnica y Proyectos S.A.)
- Gradex, Inc.
- Force Construction Company, Inc.
- E&B Paving, Inc.
- Burgess & Niple, Inc.
- Christopher B. Burke Engineering, LLC
- VS Engineering, Inc.
- Keramida, Inc.
- Professional Service Industries, Inc.
- iTunnel, Inc
- Hardlines Design Company
- Eco-Tech Consultants, Inc.
- The McCormick Group, Inc.

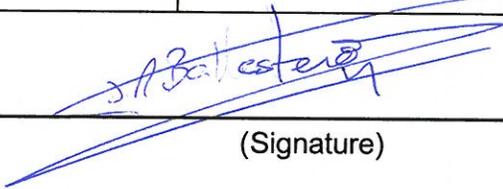
**INDIANA FINANCE AUTHORITY  
I-69 SECTION 5 PROJECT**

**Confidential Contents Index**

The following items (and the section and page numbers within the Proposal) by the I-69 Development Partner Team Members are deemed confidential, trade secret or proprietary information that is protected by applicable Law.

<b>Volume</b>	<b>Item</b>	<b>Section</b>	<b>Page Number</b>
1	The I-69 Development Partners has identified the following confidential, trade secret or proprietary information shown in Volumes 1 and 2.	Appendix D-1 and D-3	The Entire Contents associated with the I-69 Development Partners
1	Isolux Infrastructure Netherlands B.V has identified the following confidential, trade secret or proprietary information in Volumes 1 and 2.	Appendix D-1 and D-3	The Entire Contents associated with Isolux Infrastructure Netherlands B.V.
1	Corsan-Corviam Construcccion, S.A has identified the following confidential, trade secret or proprietary information in Volumes 1 and 2.	Appendix D-1 and D-3	The Entire Contents associated with Corsan-Corviam Construcccion, S.A.
1	AZTEC-TYPSA JV has identified the following confidential, trade secret or proprietary information in Volumes 1 and 2.	Appendix D-3	The Entire Contents associated with the AZTEC-TYPSA JV
1	AZTEC Engineering Group, Inc. has identified the following confidential, trade secret or proprietary information in Volumes 1 and 2.	Appendix D-3	The Entire Contents associated with AZTEC Engineering Group, Inc.
1	TYPSA (Técnica y Proyectos S.A) has identified the following confidential, trade secret or proprietary information in Volumes 1 and 2.	Appendix D-3	The Entire Contents associated with TYPSA

Volume	Item	Section	Page Number
	Gradex, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Force Construction Company, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	E&B Paving, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Burgess & Niple, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Christopher B. Burke Engineering, LLC has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	VS Engineering, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Keramida, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Professional Service Industries, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	iTunnel, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Hardlines Design Company has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	Eco-Tech Consultants, Inc. has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		
	The McCormick Group has no confidential, trade secret or proprietary information shown in Volumes 1 or 2.		



(Signature)

José R. Ballesteros

(Name Printed)

Proposer Authorized Representative

(Title)

I-69 Development Partners

(Proposer)

# C.

3.4 PROPOSER  
ELECTION OF  
TERMINATION FOR  
CONVENIENCE  
CALCULATION METHOD



## Section 5

I-69 Development Partners

### **C. Proposer Election of Termination for Convenience Calculation Method: Form V**

An executed Form V has been provided by:

- I-69 Development Partners

**FORM V**

**TERMINATION FOR CONVENIENCE CALCULATION METHOD**

Should IFA terminate the Agreement according to Section 20.1 of the Agreement, the undersigned Proposer hereby chooses to be paid a compensation amount equal to the ***Backward Looking Termination for Convenience Amount***, and irrevocably and unconditionally renounces and waives any right to claim the ***Forward Looking Termination for Convenience Amount***.

Date: January 21, 2014

Proposer: I-69 Development Partners

Signature:  \_\_\_\_\_

Title: Jose R. Ballesteros (Proposer Authorized Representative)

**D.**

**3.22 VOLUME 1  
APPENDICES**



## **Appendix D-1: Copies of Organizational Documents**

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## Section 5

I-69 Development Partners

### Appendix D-1: Copies of Organizational Documents

The following I-69 DP Team members have provided documents:

- I-69 Development Partners
- Isolux Infrastructure Netherlands B.V.

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**I-69 DEVELOPMENT PARTNERS LLC<sup>1</sup>**

This LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of I-69 Development Partners, a Delaware limited liability company (the “Company”), is made and entered into as of [ ], is entered into by Isolux Infrastructure Netherlands B.V., (the “Class A Member”). Capitalized terms used and not defined herein shall have the meanings assigned thereto in Annex A hereto. Capitalized terms used and not defined herein or in Annex A hereto shall have the meanings assigned thereto in the Indenture.

**ARTICLE I  
THE COMPANY**

Section 1.1. Formation. The Class A Member hereby agrees to form the Company as a limited liability company under and pursuant to the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the “LLC Act”), and upon the terms and conditions set forth in this Agreement, which Agreement shall be effective as of the date of the filing of the Certificate (as hereinafter defined), in accordance with Section 18-201(d) of the LLC Act. An individual, as an “authorized person” within the meaning of the LLC Act, executed, delivered and filed the Certificate of Formation of the Company (as amended and or restated from time to time, the “Certificate”) with the Secretary of State of the State of Delaware (the “Delaware Secretary”) on [ ], 2014. Upon the filing of the Certificate with the Delaware Secretary, such individual’s powers as an “authorized person” ceased, and the Managing Member and each Officer (as defined below), thereupon became a designated “authorized person” and shall each continue as a designated “authorized person” within the meaning of the LLC Act. The rights and liabilities of the Class A Member shall be as provided under the LLC Act, the Certificate and this Agreement. Subject to the limitations set forth in Article III of this Agreement, the Managing Member or any Officer, as an authorized person, within the meaning of the LLC Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the LLC Act to be filed with the Delaware Secretary.

Section 1.2. Name. The name of the Company is “I-69 Development Partners LLC.”

Section 1.3. Business of the Company.

---

<sup>1</sup> This Agreement will be amended and restated to reflect provisions required by the rating agency and financing parties, including, provisions for maintenance of separateness of the Company, the need for an independent member/manager and related approval requirements and provisions for the granting of security interests in the ownership of the Company.

(a) The nature of the business or purpose to be conducted or promoted by the Company is to: (i) to perform the Project; (ii) enter into the transaction documents relating to the Project to which it will be a party, as well as any agreements, certificates, instruments and other documents required thereunder, and perform its obligations under all of the foregoing; and (iii) engage in any other lawful act or activity, enter into any agreement and exercise any powers permitted to limited liability companies formed under the LLC Act.

Section 1.4. Registered Agent and Office. The Company shall maintain with the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of the LLC Act.

The registered agent for service of process and the address of the Company's registered office in Delaware shall be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The Company shall maintain its principal office at such place, within or without the state of Delaware, as the Managing Member may from time to time determine. The Company may maintain additional offices at such other places as the Managing Member deems advisable. The Managing Member may change the registered office and the registered agent of the Company.

Section 1.5. Location of Principal Place of Business. The location of the principal place of business of the Company is:

[        ]  
[        ]

Section 1.6. Term. The Company shall have an unlimited term. Upon the dissolution and winding up of the Company in accordance with the terms, conditions, and procedures set forth in this Agreement and the LLC Act, this Agreement shall automatically terminate.

Section 1.7. Fiscal Year. The fiscal year of the Company shall be the calendar year.

## **ARTICLE II THE MEMBERS**

Section 2.1. Membership Interests. There shall be one classes of Members in the Company: Class A Members. The Membership Interests comprise 100 Class A Membership Interests (the "Class A Membership Interests").

Section 2.2. Class A Members. Simultaneously with the effectiveness of this Agreement, Isolux Infrastructure Netherlands B.V. is admitted to the Company as the Class A Member and it shall hold one hundred percent (100%) of the Class A Membership Interests. The Class A Member shall make an initial contribution of cash or property to the Company at such time and in such amounts as the Class A Member shall determine and, as of such date, shall hold the entire economic interest in the Company. The Class A Member may make additional contributions of cash or property to the Company at such times and in such amounts as the Class A Member shall determine. The Class A Member shall (i) be entitled to the allocations, distributions and other rights as are

prescribed for the Class A Member in this Agreement and (ii) have the right to vote on, consent to or approve actions of the Company and the Managing Member as provided in this Agreement.

Section 2.3. Admission of Additional Members. No new Member may be admitted without the approval of the Class A Member.

Section 2.6. Tax Treatment. Each Member acknowledges that, the Class A Member holds all of the economic interests in the Company and that:

(a) the Company intends to be treated as an entity disregarded from the Class A Member for U.S. federal and, to the extent permitted, applicable state and local income tax purposes (a “Disregarded Entity”);

(b) no election pursuant to which the Company is treated other than as a Disregarded Entity has been made or shall be made; and

(c) each Member and the Company shall file all required income tax returns treating the Company as a Disregarded Entity to the extent permitted.

### **ARTICLE III MANAGEMENT OF THE COMPANY**

Section 3.1. Management of the Company. The Company and its business shall be managed, controlled and operated exclusively by a sole managing member (the “Managing Member”), who shall be the sole “manager” of the Company within the meaning of Section 18-101(10) of the Act and shall have all of the powers and authority in respect of the Company permitted to managers under the LLC Act. Each Member acknowledges and agrees that the Managing Member shall have the authority, powers and responsibilities set forth herein. Subject to the limitations provided in this Agreement, the Managing Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Managing Member on behalf of the Company shall constitute the act of and serve to bind the Company. In dealing with the Managing Member acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the Managing Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Managing Member as set forth in this Agreement. In the event of a dispute between any of the Members, no Member shall be entitled to stop, hinder or delay work on the Project. The initial Managing Member shall be Class A Member.

Section 3.2. Meetings of the Members.

(a) Except as otherwise permitted by this Agreement (including Section 3.2(e) below), all actions of the Members shall be taken at meetings of the Members which may be called by the Class A Member for any reason and shall be called by the Managing Member within 10 calendar days following the written request of the Class A Member. The Members may conduct any

Company business at any such meeting that is permitted under the LLC Act or this Agreement. Meetings shall be at a reasonable time and place. Accurate minutes of any meeting shall be taken and filed with the minute books of the Company. Following each meeting, the minutes of the meeting shall be sent promptly to each Member.

(b) Members may participate in any meeting of the Members by means of conference telephone or other communications equipment so that all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting.

(c) The presence in person or by proxy of Members owning more than 50% of the aggregate Class A Membership Interests shall constitute a quorum for purposes of transacting business at any meeting of the Members.

(d) Written notice stating the place, day and hour of the meeting of the Members, and the purpose or purposes for which the meeting is called, shall be delivered by or at the direction of the Managing Member, to each Member of record entitled to vote at such meeting not less than five (5) Business Days nor more than thirty (30) calendar days prior to the meeting. Notwithstanding the foregoing, meetings of the Members may be held without notice so long as all the Members are present in person or by proxy.

(e) Any action may be taken by the Members without a meeting if such action is authorized or approved by the written consent of Members representing sufficient Membership Interests to authorize or approve such action pursuant to this Agreement, without regard to a quorum. The Members may conduct any Company business or take any action required of Members under this Agreement through written consent. Where action is authorized by written consent no prior notice is required and no meeting of Members needs to be called or noticed. A copy of any action taken by written consent must be sent promptly to all Members and all actions by written consent shall be filed with the minute books of the Company.

Section 3.3. Election of Officers; Delegation of Authority. Initially, the Officers (as defined below) of the Company shall be as follows and shall serve until such time as their successor has been duly elected and qualified:

<u>Name</u>	<u>Title</u>
[ ]	President and Chief Executive Officer
[ ]	Chief Operating Officer
[ ]	Chief Financial Officer and Treasurer
[ ]	Secretary

The Managing Member may, from time to time, designate one or more officers with such titles as may be designated by the Managing Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Managing Member (each, an “Officer”). Without limiting the foregoing, any such Officer shall act pursuant to such delegated authority until such officer is removed by the Managing Member. The Managing Member may remove and replace any Officer with or without cause at any time. Any action taken by an Officer designated by the

Managing Member shall constitute the act of and serve to bind the Company. In dealing with the Officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the Officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

#### **ARTICLE IV ALLOCATIONS**

Section 4.1. Allocations of Profits and Losses. For each fiscal year of the Company, each item of income, gain, deduction and credit of the Company shall be allocated entirely to the Class A Member, and treated, solely for tax purposes, as though earned directly by the Class A Member.

#### **ARTICLE V DISTRIBUTIONS**

Section 5.1. Distributions. All distributions of cash or property by the Company shall be made entirely to the Class A Member at such times as the Managing Member determines in its sole discretion. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Class A Member as set forth herein if such distribution would violate Sections 18-607 or 18-804 of the LLC Act or any other applicable law.

#### **ARTICLE VI DISSOLUTION AND WINDING UP**

Section 6.1. Dissolution. The Company shall be dissolved upon the first to occur of the following (each a "Dissolution Event"):

- (a) the prior written consent of each of the Members to dissolve the Company, on the effective date of dissolution specified by the Members in such writing at the time of such consent;
- (b) entry of a decree of judicial dissolution under the LLC Act; or
- (c) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member of the Company unless the Company is continued in a manner permitted by this Agreement or the LLC Act.

Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence

of the event that terminated the continued membership of the last remaining Member of the Company.

Section 6.2. Winding Up.

(a) Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Members hereby appoint the Managing Member to act as the liquidator upon the occurrence of a Dissolution Event. The liquidator shall be responsible for overseeing the winding up and dissolution of the Company, and may sell, and will use commercially reasonable efforts to obtain the best possible price for, any or all Company property, including to Members.

(b) The liquidator will first pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent, conditional or unmatured liabilities in such amount and for such term as the liquidator may reasonably determine) in the order of priority as provided by law. Thereafter, the liquidator shall cause any balance of the assets of the Company or the proceeds from the sale thereof to be distributed to the Class A Member.

(c) No Member shall receive additional compensation for any services performed pursuant to this Section 6.2.

Section 6.3. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its capital contribution and has no right or power to demand or receive assets other than cash from the Company. If the assets of the Company remaining after payment or discharge of the debts of liabilities of the Company are insufficient to return such capital contributions, the Members shall have no recourse against the Company or any other Member or the Managing Member.

Section 6.4. Retirement, Resignation, Expulsion, Incompetency, Bankruptcy or Dissolution of a Member. The retirement, resignation, expulsion, Bankruptcy or dissolution of a Member will not, in and of itself, dissolve the Company. The successors in interest to the bankrupt Member shall, for the purpose of settling the estate, have all of the rights of such Member, including the same rights and subject to the same limitations that such Member would have had under the provisions of this Agreement to transfer its Membership Interest. A successor in interest to a Member will not become a substituted Member except as provided in this Agreement. Except as required by the LLC Act, each Member hereby waives its right to dissolve the Company upon the Bankruptcy of a Member.

**ARTICLE VII  
LIABILITY AND INDEMNIFICATION**

Section 7.1. Liability.

(a) No Member, solely by reason of being a Member, shall be liable under a judgment, decree or order of a court, or in any other manner with respect to any indebtedness, liabilities or other obligations of the Company. The Class A Member shall be liable only to make its capital contributions and no Member shall be required to lend any funds to the Company or, after its capital contributions (if any) have been made, to make any additional contributions, assessments or payments to the Company, provided that the Class A Member may be required to repay distributions made to it as provided in Sections 18-607 and 18-805 of the LLC Act.

(b) None of the officers, directors, stockholders, members, managers, partners or employees of any Managing Member, or any Affiliate of any of the foregoing or of such Managing Member, shall have any liability or obligation whatsoever (whether on a theory of alter ego, piercing the corporate veil, third party beneficiary or otherwise) arising out of or in connection with this Agreement or the transactions contemplated hereby to the Company, the Members (including any future Member or former Member of the Company) or any of their respective officers, directors, stockholders, members, managers, partners, employees, agents or Affiliates; it being agreed that the Managing Member shall have no fiduciary duty to the Company; provided, however, that nothing contained in this Section 7.1(a) shall relieve any Person from liability to the extent (a) that such relief would violate any provision of the LLC Act, or (b) occasioned by the gross negligence or willful misconduct of such Person.

(c) The Managing Member, in its capacity as such, shall not be liable for the repayment, satisfaction or discharge of any Company liabilities.

#### Section 7.2. Indemnification.

(a) The Company shall indemnify and hold harmless the Managing Member, and its respective affiliates, stockholders, members, managers, directors, officers, employees and agents (each, an “Indemnified Party”) from and against any loss, expense, damage or injury suffered or sustained by them, by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys’ fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were not a result of fraud or willful misconduct by such Indemnified Party. Any indemnification pursuant to this Section 7.2 shall only be from the assets of the Company.

(b) Expenses (including attorneys’ fees) incurred by an Indemnified Party in a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding; provided that if an Indemnified Party is advanced such expenses and it is later determined that such Indemnified Party was not entitled to indemnification with respect to such action, suit or proceeding, then such Indemnified Party shall reimburse the Company for such advances.

(c) No amendment, modification or deletion of this Section 7.2 shall apply to or have any effect on the right of any Indemnified Party to indemnification for or with respect to any

acts or omissions of such Indemnified Party occurring prior to such amendment, modification or deletion.

Section 7.3. Exculpation. No Indemnified Party shall be liable, responsible or accountable in damages or otherwise to the Company or any Member of the Company for any loss incurred as a result of any act or failure to act by such Indemnified Party on behalf of the Company unless such loss is finally determined by a court of competent jurisdiction to have resulted solely from such Indemnified Party's fraud, gross negligence or willful misconduct. No amendment, modification or deletion of this ARTICLE VII shall apply to or have any effect on the liability or alleged liability of any Indemnified Party for or with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment, modification or deletion.

Section 7.4. Limitation on Indemnification. Any indemnification of an Indemnified Party under this ARTICLE VII shall be satisfied solely out of the assets of the Company, and no Member or the Managing Member shall have any liability whatsoever with respect to any such claim for indemnity or reimbursement. In addition, the indemnification provided by the Company pursuant to this ARTICLE VII shall be net of the proceeds of any insurance or other indemnification that the Indemnified Party shall receive in respect of any claim or action giving right to the Company's obligation to indemnify such Indemnified Party. The Managing Member may obtain, at the Company's expense, such policies of insurance providing such coverage as is customary in the case of enterprises of established reputation engaged in the same or similar business as, and similarly situated with, the Company and naming such of the Indemnified Parties as insured as the Managing Member may determine from time to time in its discretion.

## **ARTICLE VIII MISCELLANEOUS**

Section 8.1. Notices. Unless otherwise provided herein, any offer, acceptance, election, approval, consent, certification, request, waiver, notice or other communication required or permitted to be given hereunder (collectively referred to as a "Notice"), shall be in writing and delivered (a) in person, (b) by registered or certified mail with postage prepaid and return receipt requested, (c) by recognized overnight courier service with charges prepaid or (d) by facsimile or electronic mail transmission, directed to the intended recipient at the address of such Member set forth on Annex II attached hereto (as applicable) or at such other address as any Member hereafter may designate to the others in accordance with a Notice under this Section 8.1. A Notice or other communication will be deemed delivered on the earliest to occur of (i) its actual receipt when delivered in person, (ii) the fifth Business Day following its deposit in registered or certified mail, with postage prepaid, and return receipt requested, (iii) the second Business Day following its deposit with a recognized overnight courier service or (iv) the date of receipt of a facsimile or electronic mail or, if such date of receipt is not a Business Day, the next Business Day following such date of receipt, provided the sender can and does provide evidence of successful transmission. Any Notice or other communication received on a day that is not a Business Day or later than 5:00 p.m. on a Business Day shall be deemed to be received on the next Business Day.

Section 8.2. Amendments. Subject to Section 3.2, amendments to this Agreement may be made only if embodied in an instrument signed by the Managing Member.

Section 8.3. Partition. Each of the Members hereby irrevocably waives, to the extent it may lawfully do so, any right that such Member may have to maintain any action for partition with respect to the Company property.

Section 8.4. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provisions of this Agreement shall be binding upon and inure to the benefit of the Members and their respective successors, transferees and assigns.

Section 8.5. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 8.6. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid terms or provision would be to cause any party to this Agreement to lose the benefit of its economic bargain.

Section 8.7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Delaware.

Section 8.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be delivered by facsimile transmission or electronically in .PDF format and each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above.

CLASS A MEMBER:

Isolux Infrastructure Netherlands B.V.

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

Name:

Title:

SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT OF  
I-69 DEVELOPMENT PARTNERS LLC

## ANNEX I

### Definitions

“Agreement” is defined in the introductory paragraph.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director, officer or manager of such Person. For purposes of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative to the foregoing.

“Bankruptcy” means the filing of any insolvency or reorganization case or proceeding, instituting proceedings to have the Company adjudicated bankrupt or insolvent, instituting proceedings under any applicable insolvency law, seeking any relief under any law relating to relief from debts or the protection of debtors, consenting to the filing or institution of bankruptcy or insolvency proceedings against the Company filing a petition seeking or consenting to reorganization, liquidation or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, reorganization or insolvency, seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Company or a substantial part of its property, making any assignment for the benefit of creditors, admitting in writing the inability of the Company to pay its debts as they become due, or taking action in furtherance of any of the foregoing.

“Certificate” is defined in Section 1.1.

“Class A Member(s)” means a Member holding one or more Class A Membership Interests. As of the Effective Date, and for so long as Isolux Infrastructure Netherlands B.V. owns any Class A Membership Interests, Isolux Infrastructure Netherlands B.V. is a Class A Member.

“Class A Membership Interests” is defined in Section 2.1.

“Company” is defined in the introductory paragraph.

“Delaware Secretary” is defined in Section 1.1.

“Disregarded Entity” is defined in Section 2.6(a).

“Dissolution Event” is defined in Section 6.1.

“Indemnified Party” is defined in Section 7.2(a).

“LLC Act” is defined in Section 1.1.

“Membership Interest” means the entire interest of a Member in the Company, including rights to distributions (liquidating or otherwise), allocations of profits and losses, and to vote, consent or approve or receive information, if any.

“Managing Member” is defined in ARTICLE III.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member of the Company or any Person admitted to the Company as a member as provided in this Agreement (each in the capacity as a member of the Company), but does not include any Person who has ceased to be a member of the Company.

“Notice” is defined in Section 8.1.

“Person” means any natural person, firm, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any political subdivision thereof or any other legal entity, including public bodies, whether acting in an individual, fiduciary or other capacity.

“Project” means development, design, construction, finance, operation, and maintenance of the I-69 Section 5 project, which consists of upgrading approximately 21 miles of existing State Route 37, a four-lane median divided highway, between Bloomington, IN and Martinsville, IN to an interstate highway.

ANNEX II

Members and Membership Interests

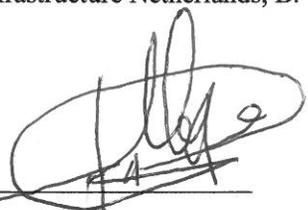
<u>Class A Member</u>	<u>Number of Class A Membership Interests Owned</u>	<u>Percentage of Class A Membership Interests Owned</u>
Isolux Infrastructure Netherlands B.V. [     ] [     ] Facsimile: Email: Attention:	100	100%

Madrid, January 14<sup>th</sup> 2014

I, Javier Prados Mateos, General Counsel of Isolux Infrastructure Netherlands, B.V. (the “**Equity Member**”), sole Equity Member of *I-69 Development Partners* as Proposer, hereby certifies that:

- A. attached are true and correct copies of the incorporation public deed of the Equity Member;
- B. attached are true and correct copies of the amended by-laws public deed of the Equity Member;
- C. attached are true and correct copies of the Equity Member’s certificate of incorporation and good standing dated 10 January 2014, issued by the Mercantile Registry of Amsterdam, The Netherlands;

Isolux Infrastructure Netherlands, B.V.

By: 

Name: Javier Prados Mateos

Title: General Counsel

Notariaat

DE BRAUW  
BLACKSTONE  
WESTBROEK



true copy and unofficial  
translation  
jm/cav/lan

## Deed of incorporation

of:

Grupo Isolux Corsán Netherlands B.V.,

with corporate seat in Amsterdam, the Netherlands

13 June 2012



Versie d.d.  
16-5/12-6-2012  
Jm/cav/jm/le/msw  
ondwerk\low\low12\74663119.aoprgic

**AKTE VAN OPRICHTING**  
**GRUPO ISOLUX CORSÁN NETHERLANDS B.V.**

Op dertien juni tweeduizendtwaalf verschijnt voor mij, Mr Corstiaan Anne Voogt, notaris met plaats van vestiging te Amsterdam: \_\_\_\_\_  
Mr Janiek Johanna Meppelink, kandidaat-notaris, werkzaam ten kantore van de naamloze \_\_\_\_\_  
vennootschap: De Brauw Blackstone Westbroek N.V., statutair gevestigd te Amsterdam, met \_\_\_\_\_  
adres: 1082 MD Amsterdam, Claude Debussylaan 80, geboren te Rhenen op zeven juni \_\_\_\_\_  
negentienhonderdzevenentachtig, te dezen handelend als schriftelijk gevolmachtigde van **Grupo** \_\_\_\_\_  
**Isolux Corsán Concesiones, S.L.**, een vennootschap opgericht naar het recht van Spanje, \_\_\_\_\_  
statutair gevestigd te Madrid, Spanje en met adres: Calle Caballero Andante 8, 28021, Madrid, \_\_\_\_\_  
Spanje (de "**Oprichter**") en als zodanig deze vennootschap vertegenwoordigend. \_\_\_\_\_  
De comparante verklaart dat Oprichter een besloten vennootschap met beperkte \_\_\_\_\_  
aansprakelijkheid opricht, die wordt geregeerd door de volgende \_\_\_\_\_

**STATUTEN:** \_\_\_\_\_

**Naam. Zetel.** \_\_\_\_\_

**Artikel 1.** \_\_\_\_\_

De vennootschap draagt de naam: Grupo Isolux Corsán Netherlands B.V. \_\_\_\_\_  
Zij is gevestigd te Amsterdam. \_\_\_\_\_

**Doel.** \_\_\_\_\_

**Artikel 2.** \_\_\_\_\_

De vennootschap heeft ten doel het deelnemen in, het op andere wijze een belang nemen in, het \_\_\_\_\_  
voeren van beheer over andere ondernemingen, van welke aard ook, voorts het financieren van \_\_\_\_\_  
derden, het op enigerlei wijze stellen van zekerheid of het zich verbinden voor verplichtingen van \_\_\_\_\_  
derden en ten slotte al hetgeen met het vorenstaande verband houdt of daartoe bevorderlijk kan \_\_\_\_\_  
zijn. \_\_\_\_\_

**Kapitaal en aandelen.** \_\_\_\_\_

**Artikel 3.** \_\_\_\_\_

- 3.1. Het maatschappelijk kapitaal van de vennootschap bedraagt negentigduizend euro \_\_\_\_\_  
(EUR 90.000,-). Het is verdeeld in negentigduizend (90.000) aandelen van een euro \_\_\_\_\_  
(EUR 1,-) elk. \_\_\_\_\_
- 3.2. De aandelen luiden op naam en zijn doorlopend genummerd van 1 af. \_\_\_\_\_
- 3.3. Er worden geen aandeelbewijzen uitgegeven. \_\_\_\_\_
- 3.4. De vennootschap mag leningen met het oog op het nemen of verkrijgen van aandelen in \_\_\_\_\_  
haar kapitaal verstrekken met inachtneming van de eventueel daarvoor geldende \_\_\_\_\_  
wettelijke voorschriften. Een directiebesluit tot het verstrekken van een in de vorige zin \_\_\_\_\_



bedoelde lening behoeft de goedkeuring van de algemene vergadering van \_\_\_\_\_  
aandeelhouders (de "Algemene Vergadering"). \_\_\_\_\_

**Uitgifte van aandelen.** \_\_\_\_\_

**Artikel 4.** \_\_\_\_\_

- 4.1. De Algemene Vergadering besluit tot uitgifte van aandelen; de Algemene Vergadering \_\_\_\_\_  
stelt de koers en de verdere voorwaarden van uitgifte vast. \_\_\_\_\_
- 4.2. Uitgifte van aandelen geschiedt nimmer beneden pari. \_\_\_\_\_
- 4.3. Uitgifte van aandelen geschiedt bij notariële akte met inachtneming van artikel 2:196 \_\_\_\_\_  
Burgerlijk Wetboek. \_\_\_\_\_
- 4.4. Bij uitgifte van aandelen alsook bij het verlenen van rechten tot het nemen van aandelen \_\_\_\_\_  
heeft een aandeelhouder geen voorkeursrecht. \_\_\_\_\_
- 4.5. De vennootschap is niet bevoegd haar medewerking te verlenen aan de uitgifte van \_\_\_\_\_  
certificaten van aandelen. \_\_\_\_\_

**Storting op aandelen.** \_\_\_\_\_

**Artikel 5.** \_\_\_\_\_

- 5.1. Aandelen worden slechts tegen volstorting uitgegeven. \_\_\_\_\_
- 5.2. Storting moet in geld geschieden voor zover niet een andere inbreng is \_\_\_\_\_  
overeengekomen. \_\_\_\_\_
- 5.3. Storting in geld kan in vreemd geld geschieden indien de vennootschap daarin toestemt. \_\_\_\_\_

**Verkrijging en vervreemding van eigen aandelen.** \_\_\_\_\_

**Artikel 6.** \_\_\_\_\_

- 6.1. De directie kan met machtiging van de Algemene Vergadering en met inachtneming van \_\_\_\_\_  
de daarvoor geldende wettelijke voorschriften de vennootschap volgestorte aandelen in \_\_\_\_\_  
haar kapitaal onder bezwarende titel doen verkrijgen. \_\_\_\_\_
- 6.2. Ten aanzien van vervreemding door de vennootschap van door haar verkregen \_\_\_\_\_  
aandelen in haar eigen kapitaal is lid 1 van artikel 4 van overeenkomstige toepassing. \_\_\_\_\_  
Een besluit tot vervreemding van zodanige aandelen omvat de goedkeuring als bedoeld \_\_\_\_\_  
in artikel 2:195 lid 4 Burgerlijk Wetboek. \_\_\_\_\_

**Aandeelhoudersregister.** \_\_\_\_\_

**Artikel 7.** \_\_\_\_\_

- 7.1. De directie houdt een aandeelhoudersregister overeenkomstig de daartoe door de wet \_\_\_\_\_  
gestelde eisen. \_\_\_\_\_
- 7.2. De directie legt het register ten kantore van de vennootschap ter inzage van de \_\_\_\_\_  
aandeelhouders. \_\_\_\_\_

**Oproepingen en mededelingen.** \_\_\_\_\_

**Artikel 8.** \_\_\_\_\_

- 8.1. Oproepingen aan aandeelhouders geschieden aan de adressen vermeld in het \_\_\_\_\_  
aandeelhoudersregister. \_\_\_\_\_
- 8.2. Mededelingen aan de directie geschieden aan het kantoor van de vennootschap of aan \_\_\_\_\_  
de adressen van alle directeuren. \_\_\_\_\_
- 8.3. Oproepingen en mededelingen door een langs elektronische weg toegezonden leesbaar \_\_\_\_\_  
en reproduceerbaar bericht dienen te geschieden aan het adres dat voor dit doel is \_\_\_\_\_  
bekend gemaakt. \_\_\_\_\_



**Wijze van levering van aandelen.** \_\_\_\_\_

**Artikel 9.** \_\_\_\_\_

De levering van aandelen geschiedt bij notariële akte met inachtneming van artikel 2:196  
Burgerlijk Wetboek. \_\_\_\_\_

**Blokkeringsregeling.** \_\_\_\_\_

**Artikel 10.** \_\_\_\_\_

10.1. Overdracht van aandelen in de vennootschap, daaronder niet begrepen vervreemding  
door de vennootschap van door haar verkregen aandelen in haar eigen kapitaal, kan  
slechts geschieden met inachtneming van de leden 2 tot en met 7. \_\_\_\_\_

10.2. De aandeelhouder die een of meer aandelen wil overdragen, behoeft daartoe de  
goedkeuring van de Algemene Vergadering. \_\_\_\_\_

10.3. De overdracht moet plaatsvinden binnen drie maanden nadat de goedkeuring is  
verleend of wordt geacht te zijn verleend. \_\_\_\_\_

10.4. De goedkeuring wordt geacht te zijn verleend, indien de Algemene Vergadering niet  
gelijktijdig met de weigering van de goedkeuring aan de verzoeker opgaaf doet van een  
of meer gegadigden die bereid zijn al de aandelen waarop het verzoek om goedkeuring  
betrekking heeft, tegen contante betaling te kopen tegen de prijs vastgesteld op de wijze  
als omschreven in lid 5; de vennootschap zelf kan slechts met goedkeuring van de  
verzoeker als gegadigde worden aangewezen. \_\_\_\_\_  
De goedkeuring wordt eveneens geacht te zijn verleend indien de Algemene  
Vergadering niet binnen zes weken na het verzoek om goedkeuring op dat verzoek heeft  
beslist. \_\_\_\_\_

10.5. De verzoeker en de door de verzoeker aanvaarde gegadigden zullen in onderling  
overleg de in lid 4 bedoelde prijs vaststellen. \_\_\_\_\_  
Bij gebreke van overeenstemming geschiedt de vaststelling van de prijs door een  
onafhankelijke deskundige, aan te wijzen door de directie en de verzoeker in onderling  
overleg. \_\_\_\_\_

10.6. Indien de directie en de verzoeker omtrent de aanwijzing van de onafhankelijke  
deskundige geen overeenstemming bereiken, geschiedt die aanwijzing door de  
Voorzitter van de Kamer van Koophandel en Fabrieken die bevoegd is tot inschrijving  
van de vennootschap in het handelsregister. \_\_\_\_\_

10.7. Zodra de bedoelde prijs van de aandelen door de onafhankelijke deskundige is  
vastgesteld, is de verzoeker gedurende een maand na de prijsvaststelling vrij te  
beslissen of hij zijn aandelen aan de aangewezen gegadigden zal overdragen. \_\_\_\_\_

**Bestuur.** \_\_\_\_\_

**Artikel 11.** \_\_\_\_\_

11.1. De vennootschap wordt bestuurd door een directie, bestaande uit een of meer  
directeuren. De Algemene Vergadering bepaalt het aantal directeuren. \_\_\_\_\_  
Een rechtspersoon kan tot directeur worden benoemd. \_\_\_\_\_

11.2. Directeuren worden benoemd door de Algemene Vergadering. De Algemene  
Vergadering kan hen te allen tijde schorsen en ontslaan. \_\_\_\_\_

11.3. De Algemene Vergadering stelt de beloning en andere voorwaarden vast die op de  
directeuren van toepassing zijn. \_\_\_\_\_



- 11.4. Ingeval van belet of ontstentenis van een of meer directeuren zijn de overblijvende \_\_\_\_\_ directeuren of is de enig overblijvende directeur tijdelijk met het bestuur belast. \_\_\_\_\_  
Ingeval van belet of ontstentenis van alle directeuren of de enige directeur is de persoon \_\_\_\_\_ die de Algemene Vergadering daartoe heeft aangewezen casu quo zal aanwijzen, \_\_\_\_\_ tijdelijk met het bestuur belast. \_\_\_\_\_  
Ingeval van ontstentenis neemt de in de vorige zin bedoelde persoon zo spoedig \_\_\_\_\_ mogelijk de nodige maatregelen teneinde een definitieve voorziening te doen treffen. \_\_\_\_\_

**Besluitvorming van de directie.** \_\_\_\_\_

**Artikel 12.** \_\_\_\_\_

- 12.1. De directie kan, met inachtneming van deze statuten, een reglement opstellen, waarin \_\_\_\_\_ aangelegenheden, haar intern betreffende, worden geregeld. Voorts kunnen de \_\_\_\_\_ directeuren, al dan niet bij reglement, hun werkzaamheden onderling verdelen. \_\_\_\_\_
- 12.2. De directie vergadert zo dikwijls een directeur het verlangt. Zij besluit bij volstrekte \_\_\_\_\_ meerderheid van de uitgebrachte stemmen. \_\_\_\_\_  
Bij staking van stemmen beslist de Algemene Vergadering. \_\_\_\_\_
- 12.3. De directie kan ook buiten vergadering besluiten nemen, mits dit schriftelijk of door \_\_\_\_\_ middel van langs elektronische weg toegezonden leesbare en reproduceerbare \_\_\_\_\_ berichten geschiedt en alle directeuren zich voor het desbetreffende voorstel uitspreken. \_\_\_\_\_
- 12.4. De directie dient zich te gedragen naar de aanwijzingen van de Algemene Vergadering \_\_\_\_\_ die de algemene lijnen betreffen van het te voeren financiële, sociale, economische en \_\_\_\_\_ het personeelsbeleid alsmede het beleid op de volgende terreinen: marketing, milieu en \_\_\_\_\_ duurzame samenwerking. \_\_\_\_\_
- 12.5. De directie behoeft de goedkeuring van de Algemene Vergadering voor duidelijk in een \_\_\_\_\_ daartoe strekkend besluit van de algemene vergadering omschreven besluiten. \_\_\_\_\_

**Vertegenwoordiging.** \_\_\_\_\_

**Artikel 13.** \_\_\_\_\_

- 13.1. De directie, zomede iedere directeur afzonderlijk, is bevoegd de vennootschap te \_\_\_\_\_ vertegenwoordigen. \_\_\_\_\_
- 13.2. Indien een directeur direct of indirect een persoonlijk tegenstrijdig belang heeft met de \_\_\_\_\_ vennootschap, kan hij de vennootschap ter zake niet vertegenwoordigen. De \_\_\_\_\_ vennootschap wordt in dat geval vertegenwoordigd door een andere directeur. Indien op \_\_\_\_\_ grond van de eerste zin geen van de directeuren bevoegd is om de vennootschap te \_\_\_\_\_ vertegenwoordigen, wordt de vennootschap vertegenwoordigd door degene(n) die de \_\_\_\_\_ Algemene Vergadering daartoe aanwijst. \_\_\_\_\_
- 13.3. Indien een directeur op een andere wijze dan in lid 2 omschreven een tegenstrijdig \_\_\_\_\_ belang heeft met de vennootschap, kan de vennootschap niettemin worden \_\_\_\_\_ vertegenwoordigd door iedere persoon die daartoe op grond van lid 1 danwel artikel 14 \_\_\_\_\_ bevoegd is. \_\_\_\_\_
- 13.4. De voorgaande leden laten de wettelijke bevoegdheid van de Algemene Vergadering om \_\_\_\_\_ in geval van een direct of indirect persoonlijk tegenstrijdig belang van een directeur met \_\_\_\_\_ de vennootschap een of meer vertegenwoordigingsbevoegde personen aan te wijzen \_\_\_\_\_ onverlet. De directie zal de algemene vergadering tijdig in staat stellen om van haar \_\_\_\_\_ bevoegdheid als bedoeld in de vorige zin gebruik te maken. \_\_\_\_\_



- 13.5. Ook een directeur te wiens aanzien het tegenstrijdig belang bestaat, kan als \_\_\_\_\_  
vertegenwoordigingsbevoegde persoon als bedoeld in lid 2 en lid 4 worden \_\_\_\_\_  
aangewezen. \_\_\_\_\_

**Procuratiehouders.** \_\_\_\_\_

**Artikel 14.** \_\_\_\_\_

De directie kan aan een of meer personen, al dan niet in dienst van de vennootschap, procuratie \_\_\_\_\_  
of anderszins doorlopende vertegenwoordigingsbevoegdheid verlenen. Tevens kan de directie \_\_\_\_\_  
aan personen als in de vorige zin bedoeld, alsook aan andere personen, mits in dienst van de \_\_\_\_\_  
vennootschap, zodanige titel toekennen als zij zal verkiezen. \_\_\_\_\_

**Algemene vergaderingen.** \_\_\_\_\_

**Artikel 15.** \_\_\_\_\_

- 15.1. De jaarlijkse Algemene Vergadering wordt binnen zes maanden na afloop van het \_\_\_\_\_  
boekjaar gehouden. \_\_\_\_\_
- 15.2. De agenda voor deze vergadering bevat in ieder geval als onderwerpen de vaststelling \_\_\_\_\_  
van de jaarrekening, de bepaling van de winstbestemming en de verlening van decharge \_\_\_\_\_  
aan directeuren voor hun bestuur over het afgelopen boekjaar, tenzij de termijn voor het \_\_\_\_\_  
opmaken van de jaarrekening is verlengd. \_\_\_\_\_  
In die Algemene Vergadering wordt voorts behandeld hetgeen met inachtneming van de \_\_\_\_\_  
leden 5 en 6 verder op de agenda is geplaatst. \_\_\_\_\_
- 15.3. Een Algemene Vergadering wordt bijeengeroepen zo dikwijls de directie of een \_\_\_\_\_  
aandeelhouder het wenselijk acht. \_\_\_\_\_
- 15.4. De Algemene Vergaderingen worden gehouden in de gemeente waar de vennootschap \_\_\_\_\_  
haar statutaire zetel heeft. \_\_\_\_\_  
In een elders gehouden Algemene Vergadering kunnen slechts geldige besluiten \_\_\_\_\_  
worden genomen indien het gehele geplaatste kapitaal is vertegenwoordigd. \_\_\_\_\_
- 15.5. Aandeelhouders worden tot de Algemene Vergadering opgeroepen door de directie, \_\_\_\_\_  
door een directeur of door een aandeelhouder. Bij de oproeping worden de te \_\_\_\_\_  
behandelen onderwerpen steeds vermeld. \_\_\_\_\_
- 15.6. De oproeping geschiedt niet later dan op de vijftiende dag voor die van de vergadering. \_\_\_\_\_  
Was die termijn korter of heeft de oproeping niet plaatsgehad, dan kunnen geen wettige \_\_\_\_\_  
besluiten worden genomen, tenzij het besluit met algemene stemmen wordt genomen in \_\_\_\_\_  
een vergadering waarin het gehele geplaatste kapitaal is vertegenwoordigd. \_\_\_\_\_  
Ten aanzien van onderwerpen die niet in de oproeping of in een aanvullende oproeping \_\_\_\_\_  
met inachtneming van de voor oproeping gestelde termijn zijn aangekondigd, is de \_\_\_\_\_  
vorige zin van overeenkomstige toepassing. \_\_\_\_\_
- 15.7. De Algemene Vergadering benoemt zelf haar voorzitter. De voorzitter wijst de secretaris \_\_\_\_\_  
aan. \_\_\_\_\_
- 15.8. Van het ter vergadering verhandelde worden notulen gehouden. \_\_\_\_\_

**Stemrecht van aandeelhouders.** \_\_\_\_\_

**Artikel 16.** \_\_\_\_\_

- 16.1. Elk aandeel geeft recht op het uitbrengen van een stem. Aan vruchtgebruikers en \_\_\_\_\_  
pandhouders van aandelen kan niet het aan die aandelen verbonden stemrecht worden \_\_\_\_\_  
toegekend. \_\_\_\_\_



- De directeuren hebben als zodanig in de algemene vergaderingen een raadgevende stem.
- 16.2. Aandeelhouders kunnen zich ter vergadering door een schriftelijk gevolmachtigde doen vertegenwoordigen.
- 16.3. Besluiten worden genomen bij volstrekte meerderheid van de uitgebrachte stemmen.
- 16.4. Iedere aandeelhouder is bevoegd om, in persoon of bij een schriftelijk gevolmachtigde, door middel van een elektronisch communicatiemiddel aan de Algemene Vergadering deel te nemen, daarin het woord te voeren en het stemrecht uit te oefenen. Daartoe is vereist dat hij via het elektronisch communicatiemiddel kan deelnemen aan de beraadslaging. De directie kan onder goedkeuring van de Algemene Vergadering voorwaarden verbinden aan het gebruik van het elektronisch communicatiemiddel. In de oproeping worden deze voorwaarden genoemd of zal worden vermeld waar deze kunnen worden geraadpleegd.
- 16.5. Voor de toepassing van de leden 2 en 4 is aan de eis van schriftelijkheid mede voldaan indien de volmacht elektronisch is vastgelegd.
- 16.6. Aandeelhouders kunnen alle besluiten die zij in vergadering kunnen nemen, buiten vergadering nemen. De directeuren worden in de gelegenheid gesteld over het voorstel advies uit te brengen, tenzij dit in de gegeven omstandigheden naar maatstaven van redelijkheid en billijkheid onaanvaardbaar zou zijn. Een besluit buiten vergadering is slechts geldig indien alle stemgerechtigde aandeelhouders schriftelijk of op leesbare en reproduceerbare wijze langs elektronische weg ten gunste van het desbetreffende voorstel stem hebben uitgebracht.
- Die aandeelhouders doen van het aldus genomen besluit onverwijld mededeling aan de directie.

#### **Boekjaar. Jaarrekening.**

##### **Artikel 17.**

- 17.1. Het boekjaar is gelijk aan het kalenderjaar.
- 17.2. Jaarlijks binnen vijf maanden na afloop van elk boekjaar - behoudens verlenging van deze termijn met ten hoogste zes maanden door de Algemene Vergadering op grond van bijzondere omstandigheden - maakt de directie een jaarrekening op en legt zij deze voor de aandeelhouders ter inzage ten kantore van de vennootschap.
- De jaarrekening gaat vergezeld van de verklaring van de accountant, bedoeld in artikel 18, zo de daar bedoelde opdracht is verstrekt, van het jaarverslag, tenzij artikel 2:391 Burgerlijk Wetboek niet voor de vennootschap geldt, en van de in artikel 2:392 lid 1 Burgerlijk Wetboek bedoelde overige gegevens, voor zover het in dat lid bepaalde op de vennootschap van toepassing is.
- De jaarrekening wordt ondertekend door alle directeuren; ontbreekt de ondertekening van een of meer van hen, dan wordt daarvan onder opgaaf van de reden melding gemaakt.

##### **Accountant.**

##### **Artikel 18.**

De vennootschap kan aan een accountant als bedoeld in artikel 2:393 Burgerlijk Wetboek de opdracht verlenen om de door de directie opgemaakte jaarrekening te onderzoeken



overeenkomstig lid 3 van dat artikel, met dien verstande dat de vennootschap daartoe gehouden \_\_\_\_\_  
is indien de wet dat verlangt. \_\_\_\_\_

Indien de wet niet verlangt dat de in de vorige zin bedoelde opdracht wordt verleend, kan de \_\_\_\_\_  
vennootschap een opdracht tot onderzoek van de opgemaakte jaarrekening ook aan een andere \_\_\_\_\_  
deskundige verlenen; zodanige deskundige wordt hierna ook aangeduid als: accountant. \_\_\_\_\_

Tot het verlenen van de opdracht is de algemene vergadering bevoegd. Gaat deze daartoe niet \_\_\_\_\_  
over, dan is de directie bevoegd. \_\_\_\_\_

De aan de accountant verleende opdracht kan worden ingetrokken door de algemene vergadering \_\_\_\_\_  
en door de directie indien deze de opdracht heeft verleend. \_\_\_\_\_

De opdracht kan enkel worden ingetrokken om gegronde redenen met inachtneming van lid 2 van \_\_\_\_\_  
artikel 2:393 Burgerlijk Wetboek. \_\_\_\_\_

De accountant brengt omtrent zijn onderzoek verslag uit aan de directie en geeft de uitslag van \_\_\_\_\_  
zijn onderzoek in een verklaring weer. \_\_\_\_\_

#### **Winst en verlies.** \_\_\_\_\_

##### **Artikel 19.** \_\_\_\_\_

19.1. Uitkering van winst ingevolge dit artikel geschiedt na vaststelling van de jaarrekening \_\_\_\_\_  
waaruit blijkt dat zij geoorloofd is. \_\_\_\_\_

19.2. De winst staat ter vrije beschikking van de Algemene Vergadering. \_\_\_\_\_

19.3. De vennootschap kan aan de aandeelhouders en andere gerechtigden tot de voor \_\_\_\_\_  
uitkering vatbare winst slechts uitkeringen doen voor zover haar eigen vermogen groter \_\_\_\_\_  
is dan het bedrag van het geplaatste kapitaal vermeerderd met de reserves die \_\_\_\_\_  
krachtens de wet moeten worden aangehouden. \_\_\_\_\_

19.4. Ten laste van de door de wet voorgeschreven reserves mag een tekort slechts worden \_\_\_\_\_  
gedelgd voor zover de wet dat toestaat. \_\_\_\_\_

19.5. Bij de berekening van de verdeling van een voor uitkering op aandelen bestemd bedrag \_\_\_\_\_  
tellen de aandelen die de vennootschap in haar kapitaal houdt niet mee. \_\_\_\_\_

#### **Winstuitkering.** \_\_\_\_\_

##### **Artikel 20.** \_\_\_\_\_

20.1. Dividenden zijn opeisbaar vier weken na vaststelling, tenzij de Algemene Vergadering \_\_\_\_\_  
daartoe op voorstel van de directie een andere datum bepaalt. \_\_\_\_\_

20.2. De Algemene Vergadering kan besluiten dat dividenden geheel of gedeeltelijk in een \_\_\_\_\_  
andere vorm dan in geld zullen worden uitgekeerd. \_\_\_\_\_

20.3. Onverminderd lid 3 van artikel 19 kan de Algemene Vergadering besluiten tot gehele of \_\_\_\_\_  
gedeeltelijke uitkering van reserves. \_\_\_\_\_

20.4. Onverminderd lid 3 van artikel 19 wordt een tussentijdse uitkering gedaan indien de \_\_\_\_\_  
Algemene Vergadering op voorstel van de directie dat bepaalt. \_\_\_\_\_

#### **Vereffening.** \_\_\_\_\_

##### **Artikel 21.** \_\_\_\_\_

21.1. Indien de vennootschap wordt ontbonden ingevolge een besluit van de Algemene \_\_\_\_\_  
Vergadering, worden de directeuren vereffenaars van haar vermogen, indien en voor \_\_\_\_\_  
zover de Algemene Vergadering niet een of meer andere vereffenaars benoemt. \_\_\_\_\_



21.2. Nadat de vennootschap heeft opgehouden te bestaan, blijven haar boeken, bescheiden —  
en andere gegevensdragers gedurende zeven jaar berusten onder degene die daartoe —  
door de vereffenaars is aangewezen. \_\_\_\_\_

**Overgangsbepaling.** \_\_\_\_\_

**Artikel 22.** \_\_\_\_\_

Het eerste boekjaar eindigt op eenendertig december tweeduizendtwaalf. \_\_\_\_\_

Dit artikel vervalt tezamen met zijn opschrift na verloop van het eerste boekjaar. \_\_\_\_\_

Tenslotte verklaart de comparante: \_\_\_\_\_

- a. het geplaatste en gestorte kapitaal van de vennootschap bedraagt achttienduizend euro —  
(EUR 18.000,-); \_\_\_\_\_
- b. in het kapitaal van de vennootschap neemt de Oprichter deel voor achttienduizend (18.000) —  
aandelen; \_\_\_\_\_
- c. de Oprichter is met en namens de vennootschap overeengekomen, dat hij zijn aandelen in —  
geld volstort; aan hetgeen omtrent zodanige volstorting in artikel 2:203a lid 1 Burgerlijk —  
Wetboek is bepaald, is voldaan; voor zover volstorting heeft plaatsgevonden —  
overeenkomstig lid 1 onder b van dat wetsartikel, aanvaardt de vennootschap de storting; \_\_\_\_\_
- d. er zal voorlopig één directeur zijn; \_\_\_\_\_  
voor de eerste maal wordt tot directeur benoemd: TMF Management B.V., een besloten —  
vennootschap met beperkte aansprakelijkheid, statutair gevestigd te Amsterdam, en met —  
adres: 1101 CM Amsterdam Zuidoost, Herikerbergweg 238, Luna Arena, nummer —  
handelsregister 33203015. \_\_\_\_\_

De verklaring waarvan artikel 2:203a Burgerlijk Wetboek aanhechting aan deze akte voorschrijft, —  
wordt aan deze akte gehecht. \_\_\_\_\_

Van het bestaan van de volmacht is mij, notaris, genoegzaam gebleken. \_\_\_\_\_

Van de schriftelijke volmacht blijkt uit een onderhandse akte van volmacht welke aan deze akte —  
wordt gehecht. \_\_\_\_\_

Waarvan deze akte in minuut wordt verleden te Amsterdam, op de datum in het hoofd van deze —  
akte vermeld. \_\_\_\_\_

Na mededeling van de zakelijke inhoud van de akte, het geven van een toelichting daarop en het —  
wijzen op de gevolgen die voor de partij uit de inhoud van de akte voortvloeien en na de verklaring —  
van de comparante van de inhoud van de akte te hebben kennisgenomen en met beperkte —  
voorlezing in te stemmen, wordt deze akte onmiddellijk na voorlezing van die gedeelten van de —  
akte, waarvan de wet voorlezing voorschrijft, door de comparante, die aan mij, notaris, bekend is, —  
en mij, notaris, ondertekend. \_\_\_\_\_

(get.): J.J. Meppelink, C.A. Voogt. \_\_\_\_\_

UITGEGEVEN VOOR AFSCHRIFT \_\_\_\_\_



**APOSTILLE**

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS  
This public document
2. Has been signed by: mr. C.A. Voogt
3. Acting in the capacity of: civil law notary in  
Amsterdam
4. Bears the seal/stamp of:  
mr. C.A. Voogt  
Certified
5. At Amsterdam
6. On 8 juli 2013
7. By the clerk of the Court of Amsterdam
8. No: 29636
9. Seal/Stamp:
10. Signature  
mw.H.H.S. Verhagen

*H.H.S.*



Version dated  
16-5/12-6-2012  
Jm/cav/jm/le/msw  
ondwerk\en\En12\74663119.aoprgice

**UNOFFICIAL TRANSLATION**  
**DEED OF INCORPORATION OF**  
**GRUPO ISOLUX CORSÁN NETHERLANDS B.V.**

On the thirteenth day of June two thousand twelve appears before me, Corstiaan Anne Voogt, notaris (civil-law notary) practising in Amsterdam:

Janiek Johanna Meppelink, kandidaat-notaris (candidate civil-law notary), employed by De Brauw Blackstone Westbroek N.V., a limited liability company, with corporate seat in Amsterdam, with address at: 1082 MD Amsterdam, the Netherlands, Claude Debussylaan 80, born in Rhenen on the seventh day of June nineteen hundred and eighty-seven, who is acting for the purpose hereof as attorney authorised in writing of:

**Grupo Isolux Corsán Concesiones, S.L.**, a company organised under the laws of Spain, with corporate seat in Madrid, Spain, and address at: Calle Caballero Andante 8, 28021, Madrid, Spain (the "**Incorporator**"), and as such representing such company.

The person appearing declares that Incorporator incorporates a private company with limited liability, which shall be governed by the following

**ARTICLES OF ASSOCIATION:**

**Name. Corporate seat.**

**Article 1.**

The name of the company is: Grupo Isolux Corsán Netherlands B.V.  
Its corporate seat is in Amsterdam.

**Objects.**

**Article 2.**

The objects of the company are to participate in, to take an interest in any other way in, to conduct the management of other business enterprises of whatever nature, furthermore to finance third parties, in any way to provide security or undertake the obligations of third parties and finally all activities which are incidental to, or which may be conducive to, any of the foregoing.

**Share capital and shares.**

**Article 3.**

- 3.1. The authorised share capital of the company amounts to ninety thousand euro (EUR 90,000). It is divided into ninety thousand (90,000) shares of one euro (EUR 1) each.
- 3.2. The shares shall be in registered form and shall be numbered consecutively from 1 onwards.
- 3.3. No share certificates shall be issued.

- 3.4. The company may grant loans for the purpose of a subscription for, or an acquisition of, shares in its share capital subject to any applicable statutory provisions. A resolution by the managing board to grant a loan as referred to in the preceding sentence shall be subject to the approval of the general meeting of shareholders (the "**General Meeting**").

**Issue of shares.**

**Article 4.**

- 4.1. Shares shall be issued pursuant to a resolution of the General Meeting; the General Meeting shall determine the price and further terms and conditions of the issue.
- 4.2. Shares shall never be issued at a price below par.
- 4.3. Shares shall be issued by notarial deed in accordance with section 2:196 of the Civil Code.
- 4.4. Shareholders have no pre-emptive rights upon an issue of shares or upon a grant of rights to subscribe for shares.
- 4.5. The company is not authorised to cooperate in the issue of depositary receipts for shares.

**Payment for shares.**

**Article 5.**

- 5.1. Shares shall only be issued against payment in full.
- 5.2. Payment must be made in cash to the extent that no alternative contribution has been agreed.
- 5.3. Payment in cash may be made in a foreign currency, subject to the company's consent.

**Acquisition and disposal of shares.**

**Article 6.**

- 6.1. Subject to authorisation by the General Meeting and subject to the applicable statutory provisions, the managing board may cause the company to acquire fully paid up shares in its share capital for a consideration.
- 6.2. Paragraph 1 of article 4 shall equally apply to the disposal by the company of shares acquired in its own share capital. A resolution to dispose of such shares shall be deemed to include the approval as referred to in section 2:195 subsection 4 of the Civil Code.

**Shareholders register.**

**Article 7.**

- 7.1. The managing board shall maintain a shareholders' register in accordance with the relevant statutory requirements.
- 7.2. The managing board shall make the register available at the office of the company for inspection by the shareholders.

**Notices of meetings and notifications.**

**Article 8.**

- 8.1. Notices of meetings to shareholders shall be sent to the addresses stated in the shareholders' register.
- 8.2. Notifications to the managing board shall be sent to the office of the company or to the addresses of all managing directors.

- 8.3. Notices of meetings and notifications by means of a legible and reproducible electronic communication shall be sent to the address that has been provided for that purpose.

**Transfer of shares.**

**Article 9.**

Any transfer of shares shall be effected by notarial deed, in accordance with section 2:196 of the Civil Code.

**Restrictions on the transfer of shares.**

**Article 10.**

- 10.1. A transfer of shares in the company - not including a disposal by the company of shares which it has acquired in its own share capital - may only be effected with due observance of paragraphs 2 through 7.
- 10.2. A shareholder who wishes to transfer one or more shares shall require the approval of the General Meeting.
- 10.3. The transfer must be effected within three months after the approval has been granted or is deemed to have been granted.
- 10.4. The approval shall be deemed to have been granted if the General Meeting, simultaneously with the refusal to grant its approval, does not provide the requesting shareholder with the names of one or more interested parties who are prepared to purchase all of the shares referred to in the request for approval against payment in cash, at the purchase price determined in accordance with paragraph 5; the company itself can only be designated as interested party with the approval of the requesting shareholder.  
The approval shall likewise be deemed granted if the General Meeting has not made a decision in respect of the request for approval within six weeks of its receipt.
- 10.5. The requesting shareholder and the interested parties accepted by the shareholder shall determine the purchase price referred to in paragraph 4 by mutual agreement. In absence of agreement thereof, the purchase price shall be determined by an independent expert, to be designated by mutual agreement between the managing board and the requesting shareholder.
- 10.6. Should the managing board and the requesting shareholder fail to reach an agreement on the designation of the independent expert, such designation shall be made by the President of the Chamber of Commerce and Industry which is competent to register the company in the trade register.
- 10.7. Once the purchase price of the shares has been determined by the independent expert, the requesting shareholder shall be free, for a period of one month after the determination of the purchase price, to decide whether he will transfer his shares to the designated interested parties.

**Management.**

**Article 11.**

- 11.1. The company shall be managed by a managing board, consisting of one or more managing directors. The General Meeting shall determine the number of managing directors.  
A legal entity may be appointed as a managing director.

- 11.2. Managing directors shall be appointed by the General Meeting. The General Meeting may at any time suspend and dismiss managing directors.
- 11.3. The General Meeting shall determine the remuneration and other terms and conditions which apply to the managing directors.
- 11.4. In the event that one or more managing directors is prevented from acting, or in the case of a vacancy or vacancies, for one or more managing directors, the remaining managing directors or the only remaining managing director shall temporarily be in charge of the management.
- In the event that all managing directors are, or the only managing director is, prevented from acting, or there are vacancies for all managing directors, or there is a vacancy for the only managing director, the person designated or to be designated for that purpose by the General Meeting shall temporarily be in charge of the management.
- In the case of a vacancy for a managing director the person referred to in the preceding sentence shall as soon as possible take the necessary measures to make a definitive arrangement.

**Resolutions by the managing board.**

**Article 12.**

- 12.1. With due observance of these articles of association, the managing board may adopt rules governing its internal proceedings. Furthermore, the managing directors may divide their duties among themselves, whether or not by rule.
- 12.2. The managing board shall meet whenever a managing director so requires. The managing board shall adopt its resolutions by an absolute majority of votes cast. In a tie vote, the General Meeting shall decide.
- 12.3. The managing board may also adopt resolutions without holding a meeting, provided such resolutions are adopted in writing or by legible and reproducible electronic communications and all managing directors have expressed themselves in favour of the proposal concerned.
- 12.4. The managing board shall adhere to the instructions of the General Meeting in respect of the general financial, social, economic and personnel policies to be pursued by the company as well as the policies in the following matters: marketing, environment and long-term association.
- 12.5. The General Meeting may adopt resolutions pursuant to which clearly specified resolutions of the managing board require its approval.

**Representation.**

**Article 13.**

- 13.1. The managing board, as well as each managing director individually, is authorised to represent the company.
- 13.2. If a managing director, directly or indirectly, has a personal conflict of interest with the company, said managing director can not represent the company and the company shall be represented in that matter by another managing director. In the event that, based on the preceding sentence, no managing director is authorised to represent the company, the company shall be represented by the person(s) designated for that purpose by the General Meeting.

- 13.3. In the event that a managing director has a conflict of interest with the company in another manner than set out in paragraph 2, the company nonetheless can be represented by any person who is authorised for that purpose on the basis of paragraph 1 or article 14.
- 13.4. Notwithstanding the preceding paragraphs, the General Meeting shall have the statutory right to designate one or more other persons authorised to represent the company in the event that a managing director has a direct or indirect personal conflict of interest with the company. The managing board shall enable the general meeting to exercise its right referred to in the preceding sentence in a timely manner.
- 13.5. A managing director who has a conflict of interest may also be designated as a person authorised to represent the company as indicated in paragraphs 2 and 4.

**Authorised signatories.**

**Article 14.**

The managing board may grant to one or more persons, whether or not employed by the company, the power to represent the company ("procuratie") or grant in a different manner the power to represent the company on a continuing basis. The managing board may also grant such other titles as it may determine to persons as referred to in the preceding sentence, as well as to other persons, but only if such persons are employed by the company.

**General Meetings.**

**Article 15.**

- 15.1. The annual General Meeting shall be held within six months after the end of the financial year.
- 15.2. The agenda for this meeting shall in any case include the adoption of the annual accounts, the allocation of profits and the discharge of managing directors from liability for their management over the last financial year, unless the period for preparation of the annual accounts has been extended.  
At this General Meeting any other items which have been put on the agenda in accordance with paragraphs 5 and 6 shall be discussed.
- 15.3. A General Meeting shall be convened whenever the managing board or a shareholder considers this appropriate.
- 15.4. General Meetings shall be held in the municipality where the company has its corporate seat.  
Resolutions adopted at a General Meeting held elsewhere shall be valid only if the entire issued share capital is represented.
- 15.5. Shareholders shall be given notice of the General Meeting by the managing board, by a managing director or by a shareholder. The notice shall specify the items to be discussed.
- 15.6. Notice shall be given not later than on the fifteenth day prior to the date of the meeting. If the notice period was shorter or if no notice was sent, no valid resolutions may be adopted unless the resolution is adopted by unanimous vote at a meeting at which the entire issued share capital is represented.

The preceding sentence shall equally apply to matters which have not been mentioned in the notice of the meeting or in a supplementary notice sent with due observance of the notice period.

- 15.7. The General Meeting shall appoint its chairman. The chairman shall designate the secretary.
- 15.8. Minutes shall be kept of the business transacted at a meeting.

**Voting rights of shareholders.**

**Article 16.**

- 16.1. Each share confers the right to cast one vote.  
The voting rights attached to shares may not be conferred on holders of a right of usufruct and holders of a right of pledge on those shares.  
Managing directors as such have an advisory vote at the general meetings.
- 16.2. Shareholders may be represented at a meeting by a proxy authorised in writing.
- 16.3. Resolutions shall be adopted by an absolute majority of the votes cast.
- 16.4. Each shareholder is, either in person or by a proxy authorised in writing, entitled to participate in a General Meeting, to address the meeting and to exercise his voting rights by electronic means of communication. To do so he must be able to participate in the deliberations through the electronic means of communication. The managing board may with the consent of the General Meeting attach conditions to the use of the electronic means of communication. The notice of the meeting shall set out these conditions or state where they can be consulted.
- 16.5. For the purposes of paragraphs 2 and 4, the requirement of written form shall also be met if the proxy has been recorded electronically.
- 16.6. Shareholders may adopt any resolutions which they could adopt at a meeting, without holding a meeting. The managing directors are given the opportunity to advise regarding such resolution, unless in the circumstances it is unacceptable according to criteria of reasonableness and fairness to give such opportunity.  
A resolution to be adopted without holding a meeting shall only be valid if all shareholders entitled to vote have cast their votes in writing or by legible and reproducible electronic communications in favour of the proposal concerned.  
Those shareholders shall forthwith notify the managing board of the resolution so adopted.

**Financial year. Annual accounts.**

**Article 17.**

- 17.1. The financial year shall coincide with the calendar year.
- 17.2. Annually, within five months after the end of each financial year – save where this period is extended by a maximum of six months by the General Meeting on the basis of special circumstances - the managing board shall prepare annual accounts and shall make these available at the office of the company for inspection by the shareholders. The annual accounts shall be accompanied by the auditor's certificate, referred to in article 18, if the assignment referred to in that article have been given, by the annual report, unless section 2:391 of the Civil Code does not apply to the company, and by the

additional information referred to in section 2:392 subsection 1 of the Civil Code, insofar as the provisions of that subsection apply to the company.

The annual accounts shall be signed by all managing directors. If the signature of one or more of them is lacking, this shall be disclosed, stating the reasons thereof.

**Auditor.**

**Article 18.**

The company may give an assignment to an auditor as referred to in section 2:393 of the Civil Code to audit the annual accounts prepared by the managing board in accordance with subsection 3 of such section provided that the company shall give such assignment if the law so requires.

If the law does not require that the assignment mentioned in the preceding sentence be given the company may also give the assignment to audit the annual accounts prepared by the managing board to another expert; such expert shall hereinafter also be referred to as: auditor.

The general meeting shall be authorised to give the assignment referred to above. If the general meeting fails to do so, then the managing board shall be so authorised.

The assignment given to the auditor may be revoked by the general meeting and by the managing board if it has given such assignment.

The assignment may be revoked for good reasons with due observance of section 2:393 subsection 2 of the Civil Code.

The auditor shall report on his audit to the managing board and shall issue a certificate containing its results.

**Profit and loss.**

**Article 19.**

- 19.1. Distribution of profits pursuant to this article shall take place after the adoption of the annual accounts which show that the distribution is allowed.
- 19.2. The profits shall be at the free disposal of the General Meeting.
- 19.3. The company may only make distributions to shareholders and other persons entitled to distributable profits to the extent that its shareholders' equity exceeds the sum of its issued share capital and the reserves to be maintained by law.
- 19.4. A loss may be set off against the reserves to be maintained by law only to the extent permitted by law.
- 19.5. Shares which the company holds in its own share capital shall not be taken into account for the purpose of determining how the amount to be distributed on shares is to be divided.

**Distribution of profits.**

**Article 20.**

- 20.1. Dividends shall be due and payable four weeks after they have been declared, unless the General Meeting determines another date on the proposal of the managing board.
- 20.2. The General Meeting may resolve that dividends shall be distributed in whole or in part in a form other than cash.
- 20.3. Without prejudice to paragraph 3 of article 19, the General Meeting may resolve to distribute all or any part of the reserves.

- 20.4. Without prejudice to paragraph 3 of article 19, interim distributions shall be made if the General Meeting so determines on the proposal of the managing board.

**Liquidation.**

**Article 21.**

- 21.1. If the company is dissolved pursuant to a resolution of the General Meeting, the managing directors shall become the liquidators of its property, if and to the extent that the General Meeting shall not appoint one or more other liquidators.
- 21.2. After the company has ceased to exist, its books, records and other data carriers shall remain in the custody of the person designated for that purpose by the liquidators for a period of seven years.

**Transitional provision.**

**Article 22.**

The first financial year shall end on the thirty-first day of December two thousand and twelve.

This article and its heading shall lapse after expiry of the first financial year.

Finally the person appearing declares that:

- a. the issued and paid up share capital of the company amounts to eighteen thousand euro (EUR 18,000);
- b. the Incorporator subscribes for eighteen thousand (18,000) shares in the company's share capital;
- c. the Incorporator has agreed with and on behalf of the company that it shall fully pay up its shares in cash;  
the requirements concerning such payment as set out in section 2:203a subsection 1 of the Civil Code have been fulfilled; to the extent that payment in full has been effected in accordance with subsection 1(b) of that section, the company accepts the payment;
- d. for the time being there shall be one managing director;  
TMF Management B.V., a private company with limited liability, with corporate seat in Amsterdam, the Netherlands, and address at: 1101 CM Amsterdam Zuidoost, the Netherlands, Herikerbergweg 238, Luna ArenA, number Trade Register 33203015, is appointed as the first managing director.

The certificate to be attached to this deed pursuant to section 2:203a of the Civil Code is attached to this deed.

Sufficient proof of the existence of the power of attorney has been given to me, notaris.

The written power of attorney to the person appearing is evidenced by a private instrument which is attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the party and following the statement of the person appearing that she has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.

(signed): J.J. Meppelink, C.A. Voogt.



Versie d.d.  
19/20-6-2012  
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**AKTE VAN STATUTENWIJZIGING**  
**GRUPO ISOLUX CORSÁN NETHERLANDS B.V.**  
**(NA STATUTENWIJZIGING GENAAMD: ISOLUX INFRASTRUCTURE NETHERLANDS B.V.)**

Op twintig juni tweeduizendtwaalf verschijnt voor mij, Mr Angela van Breda, kandidaat-notaris, \_\_\_\_\_  
hierna te noemen "notaris", als waarnemer van de met verlof afwezige Mr Corstiaan Anne Voogt, \_\_\_\_\_  
notaris met plaats van vestiging te Amsterdam: \_\_\_\_\_  
Mr Janiek Johanna Meppelink, kandidaat-notaris, werkzaam ten kantore van de naamloze ven- \_\_\_\_\_  
nootschap: De Brauw Blackstone Westbroek N.V., statutair gevestigd te Amsterdam, met adres: \_\_\_\_\_  
1082 MD Amsterdam, Claude Debussylaan 80, geboren te Rhenen op zeven juni negentienhon- \_\_\_\_\_  
derdzevenentachtig. \_\_\_\_\_  
De comparante verklaart dat op veertien juni tweeduizendtwaalf door de algemene vergadering \_\_\_\_\_  
van aandeelhouders van de besloten vennootschap met beperkte aansprakelijkheid: **Grupo Iso-** \_\_\_\_\_  
**lux Corsán Netherlands B.V.**, statutair gevestigd te Amsterdam, en met adres: 1101 CM Amster- \_\_\_\_\_  
dam Zuidoost, Herikerbergweg 238, nummer handelsregister 55492584, is besloten de statuten \_\_\_\_\_  
van die vennootschap te wijzigen en de comparante te machtigen deze akte te doen verlijden. \_\_\_\_\_  
Ter uitvoering van die besluiten verklaart de comparante in de statuten van de vennootschap de \_\_\_\_\_  
volgende wijziging aan te brengen: \_\_\_\_\_  
Artikel 1 eerste volzin wordt gewijzigd en komt te luiden als volgt: \_\_\_\_\_  
De vennootschap draagt de naam: **Isolux Infrastructure Netherlands B.V.** \_\_\_\_\_  
Het stuk waaruit blijkt van de in de aanhef van deze akte vermelde besluiten, wordt aan deze akte \_\_\_\_\_  
gehecht. \_\_\_\_\_  
Waarvan deze akte in minuut wordt verleden te Amsterdam, op de datum in het hoofd van deze \_\_\_\_\_  
akte vermeld. \_\_\_\_\_  
Na mededeling van de zakelijke inhoud van de akte, het geven van een toelichting daarop en na \_\_\_\_\_  
de verklaring van de comparante van de inhoud van de akte te hebben kennisgenomen en met \_\_\_\_\_  
beperkte voorlezing in te stemmen, wordt deze akte onmiddellijk na voorlezing van die gedeelten \_\_\_\_\_  
van de akte, waarvan de wet voorlezing voorschrijft, door de comparante, die aan mij, notaris, \_\_\_\_\_  
bekend is, en mij, notaris, ondertekend. \_\_\_\_\_  
(get.): J.J.Meppelink, A. van Breda. \_\_\_\_\_

UITGEGEVEN VOOR AFSCHRIFT \_\_\_\_\_  
door mij, Mr Angela van Breda, kandidaat- \_\_\_\_\_  
notaris, als waarnemer van Mr Corstiaan An- \_\_\_\_\_  
ne Voogt, notaris met plaats van vestiging te \_\_\_\_\_  
Amsterdam, op 20 juni 2012. \_\_\_\_\_



DE BRAUW  
BLACKSTONE  
WESTBROEK

Version dated  
19/20-6-2012  
JM/CAV/JM/GJ/IT  
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**DEED OF AMENDMENT OF THE ARTICLES OF ASSOCIATION**  
**GRUPO ISOLUX CORSÁN NETHERLANDS B.V.**  
**(AFTER AMENDMENT OF THE ARTICLES OF**  
**ASSOCIATION NAMED: ISOLUX INFRASTRUCTURE NETHERLANDS B.V.)**

On the twentieth day of June two thousand and twelve appears before me, Angela van Breda, kandidaat-notaris (candidate civil-law notary), hereinafter referred to as "notaris", acting for Corstiaan Anne Voogt, notaris (civil-law notary) practising in Amsterdam, who is absent with leave:

Janiek Johanna Meppelink, kandidaat-notaris (candidate civil-law notary), employed by De Brauw Blackstone Westbroek N.V., a limited liability company, with corporate seat in Amsterdam, with address at: 1082 MD Amsterdam, the Netherlands, Claude Debussylaan 80, born in Rhenen on the seventh day of June nineteen hundred and eighty-seven.

The person appearing declares that on the fourteenth day of June two thousand and twelve the general meeting of shareholders of **Grupo Isolux Corsán Netherlands B.V.**, a private company with limited liability, with corporate seat in Amsterdam, the Netherlands, and address at: 1101 CM Amsterdam Zuidoost, the Netherlands, Herikerbergweg 238, number Trade Register 55492584, resolved to amend the articles of association of this company and to authorise the person appearing to execute this deed.

Pursuant to those resolutions the person appearing declares that she amends the company's articles of association as follows:

Article 1 first sentence shall be amended and shall read as follows:

The name of the company is: **Isolux Infrastructure Netherlands B.V.**

A document in evidence of the resolutions, referred to in the head of this deed, is attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and following the statement of the person appearing that she has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.

(signed): J.J. Meppelink, A. van Breda.

AMENDMENT OF THE ARTICLES OF  
ASSOCIATION:

**Isolux Infrastructure Netherlands B.V.**

having its official seat in Amsterdam, the Netherlands.

Deed dated 2 April 2013.

**Contents:**

- certified copy of the deed of amendment of the articles of association, executed on 2 April 2013 before B.J. Kuck, civil law notary in Amsterdam, the Netherlands;
- fair English translation of the deed of amendment of the articles of association;
- complete text of the articles of association, as they read after the abovementioned amendment of the articles of association; and
- fair English translation of the complete text of the articles of association, as they read after the abovementioned amendment of the articles of association.



## AKTE VAN STATUTENWIJZIGING

*(Isolux Infrastructure Netherlands B.V.)*

Op twee april tweeduizend dertien is voor mij, mr. Bartholomeus Johannes Kuck, notaris te Amsterdam, verschenen:\_\_\_\_\_

mr. Wieger ten Hove, met kantooradres 1077 XV Amsterdam, Zuidplein 180, geboren te Almelo op zestien april negentienhonderd zevenenzeventig.\_\_\_\_\_

De comparant heeft het volgende verklaard:\_\_\_\_\_

De aandeelhouders van **Isolux Infrastructure Netherlands B.V.**, een besloten vennootschap met beperkte aansprakelijkheid, met statutaire zetel te Amsterdam en kantoorhoudende te 1077 XX Amsterdam, Strawinskylaan 411, ingeschreven in het handelsregister van de Kamers van Koophandel onder nummer 55492584 (de "**Vennootschap**"), hebben op zesentwintig maart tweeduizend dertien besloten de statuten van de Vennootschap partieel te wijzigen, alsmede om de comparant te machtigen deze akte te doen passeren. Van deze besluitvorming blijkt uit een kopie van een schriftelijk aandeelhoudersbesluit dat aan deze akte is gehecht (Bijlage).\_\_\_\_\_

De statuten van de Vennootschap zijn laatstelijk gewijzigd bij akte op negentwintig oktober tweeduizend twaalf verleden voor mr. B.J. Kuck, notaris te Amsterdam.\_\_\_\_\_

Ter uitvoering van voormeld besluit tot statutenwijziging worden de statuten van de Vennootschap hierbij gewijzigd als volgt.\_\_\_\_\_



## Wijziging

Artikel 3 wordt gewijzigd en luidt voortaan als volgt:

### 3 Doel

De vennootschap heeft ten doel:

- (a) de eigendom van allerhande concessies, onderconcessies, machtigingen en vergunningen voor werken, diensten en gecombineerde projecten van de staat, autonome regio's, provincies, gemeenten, autonome organen, privaatrechtelijke entiteiten, autonome entiteiten en iedere vreemde natie of internationale instelling, voor het aangaan van welke projecten bouwactiviteiten op het gebied van werken van publieke of private aard benodigd kunnen zijn, en de exploitatie, het behoud, de aanpassing, de verbetering, de modernisering en de vervanging van alsmede grote reparaties aan dergelijke werken;
- (b) in het kader van de projecten als bedoeld onder (a) hierboven, het rechtstreeks of middellijk contracteren, beheren en uitvoeren, met eigen middelen of die van anderen, van werken van publieke of private aard op land, ter zee of in de lucht; industriële werken; grondverplaatsing of boringen; bruggen, viaducten en grote bouwwerken; de constructie, de renovatie en het onderhoud van gebouwen en spoorwegen; waterbouwkundige werken; parkeergarages; wegwerkzaamheden, snelwegen, tolwegen en rijbanen; olie- en gaspijpleidingen; elektrische, elektronische en mechanische installaties; funderingen; proefboringen; injecties; heien; beschoeiing, schilderwerken en metaal spuiten; ornamentatie en decoratie, tuinieren en beplanten; restauratie van historisch en artistiek onroerend goed; waterzuiveringsinstallaties; brandpreventie-installaties; werken gericht op de bescherming en de verbetering van het milieu en het volledig behoud van al deze werken en alle andere soorten werken en constructies;
- (c) de voorbereiding en presentatie van aanbestedingsoffertes, projecten en beheer van bouwwerken en werken met betrekking tot architectuur, landbouw, veeteelt, aanbesteding, industrie, energie, mijnbouw, weg- en waterbouw, bouw, infrastructuur, elektronische installaties en alle andere vormen van werken; het toezicht, overleg en de vertegenwoordiging bij de uitvoering van alle bovengenoemde werken; studies en rapporten voor civieltechnische werken en werken met betrekking tot bouw, infrastructuur, cartografie, kadaster, geotechniek, hydrologie en het milieu, de economie, financiën, handel en sociale- en arbeidsprojecten; analyse, testen en technische controles, en audits uitvoeren;
- (d) de installatie en reparatie van zonne-energie-, thermische- en fotovoltaïsche-, wind- en alle andere vormen van duurzame energie installaties;



- (e) de vervaardiging en de verkoop van zonne-energie-, thermische- en fotovoltaïsche-, wind- en alle andere vormen van duurzame energie modules, cellen en componenten; \_\_\_\_\_
- (f) het opwekken en afzetten van elektrische energie door middel van installaties die duurzame energie gebruiken; \_\_\_\_\_
- (g) het uitvoeren en het realiseren van technische projecten als bedoeld onder (d) hierboven; \_\_\_\_\_
- (h) het verrichten van onderhoud- en instandhoudingsdiensten voor uitgevoerde werken, rechtstreeks of via derden; \_\_\_\_\_
- (i) het aanbieden en afzetten middels alle wettige middelen, waaronder begrepen de in- en uitvoer, van welke activa en diensten dan ook die verband houden met de beschreven activiteiten; \_\_\_\_\_
- (j) de constructie, verkoop, koop en lease van onroerende activa en het verkrijgen, vervreemden, bezwaren, beheren en exploiteren van registergoederen en van vermogenswaarden in het algemeen; \_\_\_\_\_
- (k) het oprichten van, het op enigerlei wijze deelnemen in, het besturen van en het toezicht houden op ondernemingen en vennootschappen die zich bezighouden met de projecten, werken of activiteiten als bedoeld onder (a) tot en met (j) hierboven of anderszins; \_\_\_\_\_
- (l) het financieren van ondernemingen en vennootschappen; \_\_\_\_\_
- (m) het lenen, uitlenen en aantrekken van gelden, daaronder begrepen het uitgeven van obligaties, schuldbrieven of andere waardepapieren, alsmede het aangaan van daarmee samenhangende overeenkomsten; \_\_\_\_\_
- (n) het verstrekken van adviezen en het verlenen van diensten aan ondernemingen en vennootschappen waarmee de vennootschap in een groep is verbonden en aan derden; \_\_\_\_\_
- (o) het verstrekken van garanties, het verbinden van de vennootschap en het bezwaren van activa van de vennootschap ten behoeve van ondernemingen en vennootschappen waarmee de vennootschap in een groep is verbonden en ten behoeve van derden; \_\_\_\_\_
- (p) het verhandelen van valuta, effecten en vermogenswaarden in het algemeen; \_\_\_\_\_
- (q) het exploiteren en verhandelen van octrooien, merkrechten, vergunningen, knowhow, auteursrechten, databanken en andere intellectuele eigendomsrechten; \_\_\_\_\_
- (r) het verrichten van alle soorten industriële, financiële en commerciële activiteiten; \_\_\_\_\_

en al hetgeen met vorenstaande verband houdt of daartoe bevorderlijk kan zijn, alles in de ruimste zin van het woord.”. \_\_\_\_\_

**Slot**

De comparant is mij, notaris, bekend. \_\_\_\_\_

Waarvan akte, verleden te Amsterdam op de datum in het hoofd van deze akte vermeld. Alvorens tot voorlezing is overgegaan is de inhoud van deze akte zakelijk aan de comparant opgegeven en toegelicht. De comparant heeft daarna verklaard van de inhoud van deze akte te hebben kennisgenomen, daarmee in te stemmen en



op volledige voorlezing daarvan geen prijs te stellen. Onmiddellijk na beperkte voorlezing van deze akte is zij door de comparant en mij, notaris, ondertekend. \_\_\_\_\_  
(W.g.: W. ten Hove; B.J. Kuck)



VOOR AFSCRIFT:

A handwritten signature in blue ink, appearing to be 'B.J. Kuck', is written over the 'VOOR AFSCRIFT:' text.

**NOTE ABOUT TRANSLATION:**

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

**DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION**

*(Isolux Infrastructure Netherlands B.V.)*

This second day of April two thousand and thirteen, there appeared before me, Bartholomeus Johannes Kuck, civil law notary in Amsterdam, the Netherlands: Wieger ten Hove, with office address at Zuidplein 180, 1077 XV Amsterdam, the Netherlands, born in Almelo, the Netherlands, on the sixteenth day of April nineteen hundred and seventy-seven.

The person appearing declared the following:

The shareholders of **Isolux Infrastructure Netherlands B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office at Strawinskylaan 411, 1077 XX Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chambers of Commerce under number 55492584 (the "**Company**"), resolved on the twenty-sixth day of March two thousand and thirteen to partially amend the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by a copy of a written shareholders' resolution attached to this deed (Annex).

The articles of association of the Company were last amended by a deed, executed on the twenty-ninth day of October two thousand and twelve before B.J. Kuck, civil law notary in Amsterdam, the Netherlands.

In implementing the aforementioned resolution, the articles of association of the Company are hereby amended as follows.

**Amendment**

Article 3 is amended and shall forthwith read as follows:

**“3 Objects**

The objects of the Company are:

- (a) the ownership of all kinds of concessions, subconcessions, authorisations and permits for works, services and combined projects from the state, autonomous regions, provinces, municipalities, autonomous bodies, private entities, autonomous entities and any foreign nation or international institution whose undertaking may require construction activities in the area works of a public or private nature, and the exploitation, conservation, adaptation, reform, modernisation, replacement and major repairs to such works;
- (b) in the framework of the projects as mentioned under (a) above, the direct or indirect contracting, management and execution, with its own resources or those of others, of works of a public or private nature on land, sea or air; industrial works; land movement or drilling; bridges, viaducts and large structures; the construction, refurbishment and maintenance of buildings and railways; hydraulic works; car parks; road works, motorways, toll roads and runways; oil and gas pipelines; electrical, electronic and mechanical installations; foundations; test drillings; injections; pile driving; sheet piling, painting and metal spraying; ornamentation and decoration, gardening and planting; restoration of historical and artistic property; water treatment plants; fire prevention installations; works aimed at preserving and improving the environment and the complete conservation of all such works and all other kinds of works and constructions;
- (c) the preparation and presentation of tender offers, projects and management of engineering works and those related to architecture, agriculture, livestock, tender, industry, energy, mining, civil engineering, construction, infrastructure, electronic installations and all other types of works; the supervision, consultation and representation in the execution of all of the aforementioned works; studies and reports for civil engineering works and those relating to construction, infrastructure, cartography, land registry, geotechnics, hydrology and the environment, the economy, finance, commerce, and social and labour projects; analysis, tests and technical controls, and auditing;
- (d) the installation and repair of solar, thermal and photovoltaic, wind and any other kind of renewable energy installations;
- (e) the manufacture and marketing of solar, thermal and photovoltaic, wind and any other kind of renewable energy modules, cells and components;
- (f) the generation and marketing of electric energy through installations that use sources of renewable energy;
- (g) the performance and execution of technical projects as mentioned under (d) above;

- (h) the provision of maintenance and upkeep services for works carried out, either directly or through third parties;
- (i) representation and marketing by any legal means, including import and export, of whatever assets and services are related to the activities described;
- (j) construction, sale, purchase and lease of property assets and to acquire, alienate, encumber, manage and exploit registered property and items of property in general;
- (k) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies involved in projects, works or activities as mentioned under (a) through (j) above or otherwise;
- (l) to finance businesses and companies;
- (m) to borrow, to lend and to raise funds, including the issue of bonds, debt instruments or other securities or evidence of indebtedness as well as to enter into agreements in connection with aforementioned activities;
- (n) to render advice and services to businesses and companies with which the Company forms a group and to third parties;
- (o) to grant guarantees, to bind the Company and to pledge its assets for obligations of businesses and companies with which it forms a group and on behalf of third parties;
- (p) to trade in currencies, securities and items of property in general;
- (q) to exploit and trade in patents, trade marks, licenses, knowhow, copyrights, data base rights and other intellectual property rights;
- (r) to perform any and all activities of an industrial, financial or commercial nature,

and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.”.

**Close**

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared that he had taken note of and agreed to the contents of this deed and did not want the complete deed to be read to him. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.

(Signed by: W. ten Hove; B.J. Kuck)

**Statuten:****HOOFDSTUK I****1 Begripsbepalingen en interpretatie**

**1.1** In deze statuten hebben de volgende begrippen de daarachter vermelde betekenissen:

“**aanbiedingsvoorwaarden**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**aanbod**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**aanbodkennisgeving**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**aanbodsluitingsdatum**” heeft de betekenis die hieraan wordt toegekend in artikel 12.6.

“**aandeel**” betekent een aandeel in het kapitaal van de vennootschap. Tenzij het tegendeel blijkt, is daaronder zowel begrepen elk gewoon aandeel als elk stemrechtloos gewoon aandeel.

“**aandeelhouder**” betekent een houder van één of meer aandelen.

“**aandeelhoudersovereenkomst**” betekent de aandeelhoudersovereenkomst (met alle bijlagen) betreffende de vennootschap tussen onder anderen de Meerderheidsaandeelhouder, de persoon die ten tijde van het aangaan van de aandeelhoudersovereenkomst kwalificeert als Gekwalificeerd Aandeelhouder en de vennootschap, aan te gaan op of omstreeks negenentwintig oktober tweeduizend twaalf, zoals gewijzigd van tijd tot tijd, welke aandeelhoudersovereenkomst (of relevante gedeelten daarvan) ten kantore van de vennootschap wordt/zal worden neergelegd (i) voor inzage door de aandeelhouders en de directeuren en (ii) voor (gedeeltelijke) inzage door derden indien en voorzover, zulks ter vrije en uitsluitende beoordeling van de directie, inzage redelijkerwijs van belang is om inzicht in de inrichting van de vennootschap te krijgen.

“**Aandeelhouders Voorbehouden Onderwerpen**” heeft de betekenis die hieraan wordt toegekend in artikel 20.1.

“**Aandelenbezit**” betekent, met betrekking tot een aandeelhouder, het aantal aandelen gehouden door die aandeelhouder uitgedrukt als een percentage van het totaal door de vennootschap uitgegeven en uitstaande aantal aandelen.

“**algemene vergadering**” betekent het vennootschapsorgaan dat wordt gevormd door de persoon of personen aan wie als aandeelhouder of anderszins het stemrecht op aandelen toekomt, dan wel een bijeenkomst van zodanige personen (of hun vertegenwoordigers) en andere vergadergerechtigden.

“**Bijzondere Directie Meerderheid**” heeft de betekenis die hieraan wordt toegekend in artikel 18.6.

“**CEO**” heeft de betekenis die hieraan wordt toegekend in artikel 16.1.

“**Derde**” heeft de betekenis die hieraan wordt toegekend in artikel 12.10.

“**directeur**” betekent een lid van de directie. Tenzij het tegendeel blijkt, is hieronder begrepen elke directeur A, elke directeur B en de CEO.

“**directeur A**” betekent een directeur A van de vennootschap.

“**directeur B**” betekent een directeur B van de vennootschap.

“**directie**” betekent het bestuur van de vennootschap.

“**Directie Voorbehouden Onderwerpen**” heeft de betekenis die hieraan wordt toegekend in artikel 18.6.

“**dochtermaatschappij**” betekent een dochtermaatschappij van de vennootschap als bedoeld in artikel 2:24a van het Burgerlijk Wetboek.

“**geassocieerde vennootschap**” betekent, met betrekking tot een persoon, een (rechtstreekse of middellijke) houdstermaatschappij, (rechtstreekse of middellijke) dochtermaatschappij of groepsmaatschappij of andere dochtermaatschappijen of groepsmaatschappijen of een dergelijke houdstermaatschappij, in elk geval van de betreffende persoon.

“**Gekwalificeerd Aandeelhouder**” betekent (i) iedere aandeelhouder die het Minimum Percentage houdt, niet zijnde een Meerderheidsaandeelhouder en (ii) voor de toepassing van artikel 16.2, de vergadering van (of het vennootschapsorgaan dat wordt gevormd door) de houder van gewoon aandeel genummerd V313.871.971.

“**gewoon aandeel**” betekent een aandeel in het kapitaal van de vennootschap anders dan een stemrechtloos gewoon aandeel.

“**groep**” betekent de vennootschap en groepsvennootschappen van tijd tot tijd.

“**groepsvennootschappen**” betekent de dochtermaatschappijen en groepsmaatschappijen en elke andere vennootschap waarin de vennootschap aandelen of een deelneming houdt.

“**koopkennisgeving**” heeft de betekenis die hieraan wordt toegekend in artikel 12.6.

“**Lock-Up expiratedatum**” betekent de datum vast te stellen door de directie overeenkomstig de bepalingen en voorwaarden van de aandeelhoudersovereenkomst waarop de projecten van de Groep welke in ontwikkeling zijn, als bijlage 9 aan de aandeelhoudersovereenkomst gehecht, die meer dan tachtig procent (80%) van de totale contractwaarde van elk van die projecten vertegenwoordigen, zijn geautoriseerd volgens de voorwaarden van hun relevante vergunningen of inwerkingstellingautorisaties.

“**Meerderheidsaandeelhouder**” betekent (i) een aandeelhouder die een Interest houdt van meer dan vijftig procent (50%) en (ii) voor de toepassing van artikel 16.2, de vergadering van (of het vennootschapsorgaan dat wordt gevormd door) de houder van gewoon aandeel genummerd V1.

“**Minimum Percentage**” betekent een Interest van ten minste vijftien procent (15%) of, in het geval de PSP Convertible Loan is omgezet in overeenstemming met de voorwaarden, ten minste vijfentwintig procent (25%)

“**Overblijvende Aandeelhouders**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**Overdrachtsaandelen**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**Overdragende Aandeelhouder**” heeft de betekenis die hieraan wordt toegekend in artikel 12.5.

“**PSP**” betekent Infra-PSP Canada, Inc., een vennootschap opgericht in Canada, kantoorhoudende te 1250 René-Lévesque Boulevard West, Suite 900, Montreal, Québec, H3B 4W8, Canada, of een aan PSP geassocieerde vennootschap.

“**schriftelijk**” betekent bij brief, telefax of e-mail, of enig ander elektronisch communicatiemiddel, mits het bericht leesbaar en reproduceerbaar is.

“**Schuld**” betekent kredieten, leningen of schulden (waaronder begrepen schuldbrieven) (tezamen met verschuldigde rente), in alle gevallen, verschuldigd door de vennootschap of een groepsvennootschap aan een aandeelhouder of aan één van diens geassocieerde vennootschappen.

“**secretaris**” heeft de betekenis die hieraan wordt toegekend in artikel 17.3.

“**stemrechtloos gewoon aandeel**” betekent een aandeel in het kapitaal van de vennootschap waaraan geen stemrecht in de algemene vergadering is verbonden en dat als zodanig is opgenomen in het register als bedoeld in artikel 5.

“**uitkeerbare eigen vermogen**” betekent het deel van het eigen vermogen van de vennootschap, dat de reserves die krachtens de wet moeten worden aangehouden, te boven gaat.

“**vennootschap**” betekent de vennootschap waarvan de interne organisatie wordt beheerst door deze statuten.

“**vergadergerechtigde**” betekent een persoon aan wie het vergaderrecht toekomt.

“**vergaderrecht**” betekent het recht om de algemene vergadering bij te wonen en daar het woord te voeren, als bedoeld in artikel 2:227 lid 1 van het Burgerlijk Wetboek.

“**Verkrijger**” heeft de betekenis die hieraan wordt toegekend in artikel 12.1.

“**Vervreemder**” heeft de betekenis die hieraan wordt toegekend in artikel 12.1

“**voorzitter**” heeft de betekenis die hieraan wordt toegekend in artikel 16.6.

- 1.2** De directie, de algemene vergadering, de vergadering van de houder van gewoon aandeel genummerd V1 en de vergadering van de houder van gewoon aandeel genummerd V313.871.971 vormen elk een onderscheidenlijk orgaan van de vennootschap. Het gewone aandeel genummerd V1 en het gewone aandeel genummerd V313.871.971 zijn aandelen van een bepaalde aanduiding.
- 1.3** Waar in deze statuten wordt gesproken van de vergadering van houders van aandelen van een bepaalde aanduiding wordt daaronder verstaan het vennootschapsorgaan dat wordt gevormd door de houders van aandelen van de betreffende bepaalde aanduiding, dan wel een bijeenkomst van houders van aandelen van de betreffende bepaalde aanduiding (of hun vertegenwoordigers) en andere personen met vergaderrechten.
- 1.4** Met een hoofdletter geschreven maar niet gedefinieerde Engelstalige begrippen in deze statuten hebben de betekenis die hieraan wordt toegekend in de aandeelhoudersovereenkomst onderscheidenlijk de Investment Agreement (zoals gedefinieerd in de aandeelhoudersovereenkomst).
- 1.5** Verwijzingen naar “artikelen” zijn verwijzingen naar artikelen van deze statuten tenzij uitdrukkelijk anders aangegeven.

## HOOFDSTUK II

### NAAM, ZETEL EN DOEL

#### 2 Naam en zetel

2.1 De naam van de vennootschap is:  
**Isolux Infrastructure Netherlands B.V.**

2.2 De vennootschap is gevestigd te Amsterdam.

#### 3 Doel

De vennootschap heeft ten doel:

- (a) de eigendom van allerhande concessies, onderconcessies, machtigingen en vergunningen voor werken, diensten en gecombineerde projecten van de staat, autonome regio's, provincies, gemeenten, autonome organen, privaatrechtelijke entiteiten, autonome entiteiten en iedere vreemde natie of internationale instelling, voor het aangaan van welke projecten bouwactiviteiten op het gebied van werken van publieke of private aard benodigd kunnen zijn, en de exploitatie, het behoud, de aanpassing, de verbetering, de modernisering en de vervanging van alsmede grote reparaties aan dergelijke werken;
- (b) in het kader van de projecten als bedoeld onder (a) hierboven, het rechtstreeks of middellijk contracteren, beheren en uitvoeren, met eigen middelen of die van anderen, van werken van publieke of private aard op land, ter zee of in de lucht; industriële werken; grondverplaatsing of boringen; bruggen, viaducten en grote bouwwerken; de constructie, de renovatie en het onderhoud van gebouwen en spoorwegen; waterbouwkundige werken; parkeergarages; wegwerkzaamheden, snelwegen, tolwegen en rijbanen; olie- en gaspijpleidingen; elektrische, elektronische en mechanische installaties; funderingen; proefboringen; injecties; heien; beschoeiing, schilderwerken en metaal spuiten; ornamentatie en decoratie, tuinieren en beplanten; restauratie van historisch en artistiek onroerend goed; waterzuiveringsinstallaties; brandpreventie-installaties; werken gericht op de bescherming en de verbetering van het milieu en het volledig behoud van al deze werken en alle andere soorten werken en constructies;
- (c) de voorbereiding en presentatie van aanbestedingsoffertes, projecten en beheer van bouwwerken en werken met betrekking tot architectuur, landbouw, veeteelt, aanbesteding, industrie, energie, mijnbouw, wegen waterbouw, bouw, infrastructuur, elektronische installaties en alle andere vormen van werken; het toezicht, overleg en de vertegenwoordiging bij de uitvoering van alle bovengenoemde werken; studies en rapporten voor civieltechnische werken en werken met betrekking tot bouw, infrastructuur, cartografie, kadaster, geotechniek, hydrologie en het milieu, de economie, financiën, handel en sociale- en arbeidsprojecten; analyse, testen en technische controles, en audits uitvoeren;

- (d) de installatie en reparatie van zonne-energie-, thermische- en fotovoltaïsche-, wind- en alle andere vormen van duurzame energie installaties;
- (e) de vervaardiging en de verkoop van zonne-energie-, thermische- en fotovoltaïsche-, wind- en alle andere vormen van duurzame energie modules, cellen en componenten;
- (f) het opwekken en afzetten van elektrische energie door middel van installaties die duurzame energie gebruiken;
- (g) het uitvoeren en het realiseren van technische projecten als bedoeld onder (d) hierboven;
- (h) het verrichten van onderhoud- en instandhoudingsdiensten voor uitgevoerde werken, rechtstreeks of via derden;
- (i) het aanbieden en afzetten middels alle wettige middelen, waaronder begrepen de in- en uitvoer, van welke activa en diensten dan ook die verband houden met de beschreven activiteiten;
- (j) de constructie, verkoop, koop en lease van onroerende activa en het verkrijgen, vervreemden, bezwaren, beheren en exploiteren van registergoederen en van vermogenswaarden in het algemeen;
- (k) het oprichten van, het op enigerlei wijze deelnemen in, het besturen van en het toezicht houden op ondernemingen en vennootschappen die zich bezighouden met de projecten, werken of activiteiten als bedoeld onder (a) tot en met (j) hierboven of anderszins;
- (l) het financieren van ondernemingen en vennootschappen;
- (m) het lenen, uitlenen en aantrekken van gelden, daaronder begrepen het uitgeven van obligaties, schuldbrieven of andere waardepapieren, alsmede het aangaan van daarmee samenhangende overeenkomsten;
- (n) het verstrekken van adviezen en het verlenen van diensten aan ondernemingen en vennootschappen waarmee de vennootschap in een groep is verbonden en aan derden;
- (o) het verstrekken van garanties, het verbinden van de vennootschap en het bezwaren van activa van de vennootschap ten behoeve van ondernemingen en vennootschappen waarmee de vennootschap in een groep is verbonden en ten behoeve van derden;
- (p) het verhandelen van valuta, effecten en vermogenswaarden in het algemeen;
- (q) het exploiteren en verhandelen van octrooien, merkrechten, vergunningen, knowhow, auteursrechten, databanken en andere intellectuele eigendomsrechten;
- (r) het verrichten van alle soorten industriële, financiële en commerciële activiteiten,

en al hetgeen met vorenstaande verband houdt of daartoe bevorderlijk kan zijn, alles in de ruimste zin van het woord.

### **HOOFDSTUK III**

#### **AANDELENKAPITAAL; REGISTER**

#### **4 Aandelenkapitaal**

4.1 Het aandelenkapitaal van de vennootschap is verdeeld in:

- gewone aandelen met een nominaal bedrag van één Amerikaanse dollar cent (USD 0,01) elk, doorlopend genummerd vanaf V1; en
- stemrechtloze gewone aandelen met een nominaal bedrag van één Amerikaanse dollar cent (USD 0,01) elk, doorlopend genummerd vanaf NV1.

4.2 Alle aandelen luiden op naam. Aandeelbewijzen worden niet uitgegeven. De directie bepaalt de nummering van de aandelen door aantekening van de nummering in het register als bedoeld in artikel 5.

4.3 Ten minste één gewoon aandeel wordt gehouden door een ander dan en anders dan voor rekening van de vennootschap of één van haar dochtermaatschappijen.

#### **5 Register**

5.1 Iedere aandeelhouder, iedere pandhouder van aandelen en iedere vruchtgebruiker van aandelen is verplicht aan de directie tijdig schriftelijk de nodige gegevens te verschaffen.

5.2 De directie houdt een register, waarin de namen en adressen van alle aandeelhouders worden opgenomen, met vermelding van de datum waarop zij de aandelen hebben verkregen, de datum van de erkenning of betekening, alsmede met vermelding van het nominaal op elk aandeel gestorte bedrag. De directie neemt tevens de uitstaande stemrechtloze gewone aandelen op, alsmede een omzetting van aandelen geëffectueerd met inachtneming van het bepaalde in artikel 13.

5.3 In het register worden tevens de namen en adressen van de pandhouders en vruchtgebruikers van aandelen opgenomen, met vermelding van de datum waarop zij het recht hebben verkregen, de datum van erkenning of betekening, alsmede met vermelding of hen het stemrecht of het vergaderrecht toekomt overeenkomstig het bepaalde in artikel 14.

5.4 Op verzoek van een aandeelhouder of een pandhouder of vruchtgebruiker van aandelen verstrekt de directie kosteloos een uittreksel uit het register met betrekking tot het recht dat de verzoeker op een aandeel heeft. Rust op een aandeel een pandrecht of een vruchtgebruik, dan vermeldt het uittreksel aan wie overeenkomstig het bepaalde in artikel 14 het stemrecht toekomt en aan wie overeenkomstig het bepaalde in artikel 14 het vergaderrecht toekomt.

5.5 Het register wordt regelmatig bijgehouden. Alle inschrijvingen en aantekeningen in het register worden getekend door één of meer personen die tot vertegenwoordiging van de vennootschap bevoegd zijn.

5.6 De directie legt het register ten kantore van de vennootschap ter inzage van de aandeelhouders en de pandhouders van aandelen aan wie het vergaderrecht toekomt.

### **HOOFDSTUK IV**

#### **UITGIFTE VAN AANDELEN**

##### **6 Besluit tot uitgifte en notariële akte**

6.1 Uitgifte van aandelen geschiedt ingevolge een besluit van de algemene vergadering. De algemene vergadering kan haar bevoegdheid hiertoe

overdragen aan een ander vennootschapsorgaan en kan deze overdracht herroepen.

- 6.2 Bij het besluit tot uitgifte van aandelen worden de uitgifteprijs en de verdere voorwaarden van uitgifte bepaald.
- 6.3 Het bepaalde in de artikelen 6.1 en 6.2 is van overeenkomstige toepassing op het verlenen van rechten tot het nemen van aandelen, maar is niet van toepassing op het uitgeven van aandelen aan iemand die een voordien reeds verkregen recht tot het nemen van aandelen uitoefent.
- 6.4 Voor uitgifte van een aandeel is voorts vereist een daartoe bestemde ten overstaan van een in Nederland standplaats hebbende notaris verleden akte waarbij de betrokkenen partij zijn.

## **7 Voorkeursrecht**

- 7.1 Iedere aandeelhouder (waaronder begrepen een aandeelhouder die stemrechtloze gewone aandelen houdt) heeft bij uitgifte van aandelen een voorkeursrecht naar evenredigheid van zijn Aandelenbezit, behoudens het bepaalde in de artikelen 7.2, 7.3 en 7.4. De aandeelhouders hebben een gelijk voorkeursrecht bij het verlenen van rechten tot het nemen van aandelen.
- 7.2 Aandeelhouders hebben geen voorkeursrecht op aandelen die worden uitgegeven aan werknemers van de vennootschap of van een groepsmaatschappij van de vennootschap als bedoeld in artikel 2:24b van het Burgerlijk Wetboek.
- 7.3 Aandeelhouders hebben geen voorkeursrecht op aandelen die worden uitgegeven aan iemand die een voordien reeds verkregen recht tot het nemen van aandelen uitoefent.
- 7.4 Het voorkeursrecht kan, telkens voor een enkele uitgifte, worden beperkt of uitgesloten bij besluit van het tot uitgifte bevoegde vennootschapsorgaan.
- 7.5 Voorkeursrechten zijn niet afzonderlijk overdraagbaar.

## **8 Storting op aandelen**

- 8.1 Bij het nemen van elk aandeel moet daarop het gehele nominale bedrag worden gestort, tenzij anders overeengekomen overeenkomstig het bepaalde in artikel 2:191 van het Burgerlijk Wetboek.
- 8.2 Storting op een aandeel moet in geld geschieden voor zover niet een andere inbreng is overeengekomen. Storting in een andere geldeenheid dan die waarin het nominale bedrag van de aandelen luidt kan slechts geschieden met toestemming van de vennootschap. Met storting in een andere geldeenheid dan die waarin het nominale bedrag van de aandelen luidt wordt aan de stortingsplicht voldaan voor het bedrag waartegen het gestorte bedrag vrijelijk kan worden gewisseld in de geldeenheid waarin het nominale bedrag van de aandelen luidt. Bepalend is de wisselkoers op de dag van de storting.
- 8.3 Storting op aandelen door inbreng anders dan in geld geschiedt met inachtneming van het bepaalde in artikel 2:204b van het Burgerlijk Wetboek.
- 8.4 De directie is bevoegd tot het aangaan van rechtshandelingen betreffende inbreng op aandelen anders dan in geld en van de andere rechtshandelingen genoemd in artikel 2:204 van het Burgerlijk Wetboek, zonder voorafgaande goedkeuring van de algemene vergadering.

## **HOOFDSTUK V**

## **EIGEN AANDELEN; VERMINDERING VAN HET GEPLAATSTE KAPITAAL**

### **9 Eigen aandelen**

- 9.1** De vennootschap kan bij uitgifte van aandelen geen eigen aandelen nemen.
- 9.2** Verkrijging van eigen aandelen of certificaten daarvan geschiedt ingevolge een besluit van de directie. Gewoon aandeel genummerd V1 en gewoon aandeel genummerd V313.871.971 kunnen niet door de vennootschap worden verkregen.
- 9.3** De vennootschap mag volgestorte eigen aandelen of certificaten daarvan verkrijgen, maar alleen om niet of indien:
- (a) het uitkeerbare eigen vermogen ten minste gelijk is aan de verkrijgingsprijs; en
  - (b) de directie niet weet of redelijkerwijs behoort te voorzien dat de vennootschap na de verkrijging niet zal kunnen blijven voortgaan met het betalen van haar opeisbare schulden.
- 9.4** De voorgaande bepalingen van dit artikel 9 gelden niet voor aandelen of certificaten daarvan die de vennootschap onder algemene titel verkrijgt.
- 9.5** Op verkrijging van aandelen of certificaten daarvan door een dochtermaatschappij is het bepaalde in artikel 2:207d van het Burgerlijk Wetboek van toepassing.
- 9.6** Vervreemding van door de vennootschap gehouden eigen aandelen of certificaten daarvan geschiedt ingevolge een besluit van de algemene vergadering. De algemene vergadering kan haar bevoegdheid hiertoe overdragen aan een ander vennootschapsorgaan en kan deze overdracht herroepen. Bij een besluit tot vervreemding worden de voorwaarden van de vervreemding bepaald. Vervreemding van eigen aandelen geschiedt voorts met inachtneming van de in deze statuten opgenomen blokkeringsregeling.

### **10 Vermindering van het geplaatste kapitaal**

- 10.1** De algemene vergadering kan besluiten tot vermindering van het geplaatste kapitaal van de vennootschap.
- 10.2** Een besluit tot vermindering van het geplaatste kapitaal van de vennootschap met terugbetaling heeft geen gevolgen zolang de directie daaraan geen goedkeuring heeft verleend. De directie weigert de goedkeuring slechts indien zij weet of redelijkerwijs behoort te voorzien dat de vennootschap na de vermindering van het geplaatste kapitaal niet zal kunnen blijven voortgaan met het betalen van haar opeisbare schulden.
- 10.3** Een vermindering van het geplaatste kapitaal van de vennootschap kan geschieden:
- (a) door intrekking van aandelen die de vennootschap zelf houdt of waarvan zij de certificaten houdt, met dien verstande dat gewoon aandeel genummerd V1 en gewoon aandeel genummerd V313.871.971 niet kunnen worden ingetrokken; of
  - (b) door intrekking van aandelen met instemming van de betrokken aandeelhouders, met dien verstande dat gewoon aandeel genummerd V1 en gewoon aandeel genummerd V313.871.971 niet kunnen worden ingetrokken; of

- (c) door het nominale bedrag van aandelen bij statutenwijziging te verminderen.
- 10.4 Vermindering van het nominale bedrag van aandelen zonder terugbetaling moet naar evenredigheid op alle aandelen geschieden. Van het vereiste van evenredigheid mag worden afgeweken met instemming van alle aandeelhouders.
- 10.5 De oproeping tot de algemene vergadering waarin een voorstel tot kapitaalvermindering wordt gedaan, vermeldt het doel van de kapitaalvermindering en de wijze van uitvoering. Hetgeen in deze statuten is bepaald terzake van een voorstel tot statutenwijziging is van overeenkomstige toepassing.
- 10.6 Op een vermindering van het geplaatste kapitaal van de vennootschap zijn voorts van toepassing de bepalingen van artikel 2:208 van het Burgerlijk Wetboek en, indien het een vermindering van het geplaatste kapitaal van de vennootschap met terugbetaling betreft, van artikel 2:216 leden 2 tot en met 4 van het Burgerlijk Wetboek.

## HOOFDSTUK VI

### LEVERING VAN AANDELEN; BLOKKERINGSREGELING; OMZETTING

#### 11 Levering van aandelen; notariële akte

- 11.1 Voor de levering van een aandeel is vereist een daartoe bestemde ten overstaan van een in Nederland standplaats hebbende notaris verleden akte waarbij de betrokkenen partij zijn.
- 11.2 Behoudens in het geval dat de vennootschap zelf bij de rechtshandeling partij is, kunnen de aan het aandeel verbonden rechten eerst worden uitgeoefend nadat de vennootschap de rechtshandeling heeft erkend of de akte aan haar is betekend, overeenkomstig hetgeen terzake in de wet is bepaald.

#### 12 Blokkeringsregeling

##### Afdeling A. Overdracht aan geassocieerde vennootschappen

- 12.1 Een aandeelhouder (de "Vervreemder") kan te allen tijde zijn aandelen aan een geassocieerde vennootschap overdragen (de "Verkrijger") met voorafgaande schriftelijke kennisgeving aan de andere aandeelhouders, met dien verstande dat:
  - (a) de Vervreemder (doch niet een opvolgende vervreemder in een aaneenschakeling van overdrachten aan geassocieerde vennootschappen) partij bij de aandeelhoudersovereenkomst blijft en hoofdelijk aansprakelijk is tezamen met de Verkrijger onder de aandeelhoudersovereenkomst als een aandeelhouder met betrekking tot de overgedragen aandelen;
  - (b) de Verkrijger en de Vervreemder zullen bewerkstelligen dat de Verkrijger zijn aandelen onverwijld terug overdraagt aan de Vervreemder of een andere geassocieerde vennootschap van de Vervreemder indien de Verkrijger ophoudt een geassocieerde vennootschap van de Vervreemder te zijn; en
  - (c) een Vervreemder die zijn aandelen wenst over te dragen verplicht is elke Schuld die de Groep aan de Vervreemder (of aan één van diens

geassocieerde vennootschappen) verschuldigd is over te dragen tezamen met de door hem gehouden aandelen.

#### **Afdeling B. Overdracht van aandelen voorafgaand aan de Lock-Up expiratedatum**

- 12.2** Een aandeelhouder is niet bevoegd tot een overdracht van door hem gehouden aandelen aan een persoon (als gedefinieerd in de aandeelhoudersovereenkomst) voorafgaand aan de Lock-Up expiratedatum, anders dan met de voorafgaande schriftelijke toestemming van alle andere aandeelhouders. Artikel 12.2 is niet van toepassing op een overdracht van aandelen aan een geassocieerde vennootschap met voorafgaande schriftelijke kennisgeving aan de andere aandeelhouders.
- 12.3** Het in artikel 12 afdeling A bepaalde is van overeenkomstige toepassing (i) ingeval van toedeling van aandelen bij verdeling van een gemeenschap anders dan aan degene van wiens zijde de aandelen in de gemeenschap zijn gevallen en (ii) op rechten tot het nemen van aandelen en op uit aandelen voortvloeiende rechten, anders dan uitkeringen in contanten.

#### **Afdeling C. Overdracht van aandelen na de Lock-Up expiratedatum**

- 12.4** Met ingang van de Lock-Up expiratedatum is op een overdracht van één of meer aandelen het hierna in artikel 12 afdeling C bepaalde van toepassing, tenzij (i) alle aandeelhouders schriftelijk toestemming hebben verleend tot de voorgenomen overdracht, welke toestemming alsdan voor een periode van drie maanden geldig is, of (ii) de desbetreffende aandeelhouder krachtens de wet tot overdracht van zijn aandelen aan een eerdere aandeelhouder verplicht is.
- 12.5** Een aandeelhouder (de "**Overdragende Aandeelhouder**") die zijn aandelen (de "**Overdrachtsaandelen**") wenst over te dragen geeft eerst een schriftelijke kennisgeving (de "**aanbodkennisgeving**") aan de andere aandeelhouders (de "**Overblijvende Aandeelhouders**"), inhoudende:
- (a) de aankondiging van het bonafide voornemen van de Overdragende Aandeelhouder om de Overdrachtsaandelen over te dragen;
  - (b) de voorwaarden waaronder de Overdragende Aandeelhouder de Overdrachtsaandelen wenst over te dragen, waaronder begrepen de prijs van de Overdrachtsaandelen (de "**aanbiedingsvoorwaarden**"); en
  - (c) het aanbod om de Overdrachtsaandelen aan de andere aandeelhouders te verkopen overeenkomstig de aanbiedingsvoorwaarden (het "**aanbod**").
- Het aanbod is onherroepelijk.
- 12.6** Indien een Overblijvende Aandeelhouder alle Overdrachtsaandelen, en niet slechts een deel daarvan, wenst te kopen overeenkomstig de aanbiedingsvoorwaarden, stuurt deze een schriftelijke kennisgeving aan de Overdragende Aandeelhouder (de "**koopkennisgeving**") binnen twintig (20) Business Days na de datum van de aanbodkennisgeving (de "**aanbodsluitingsdatum**"), inhoudende:
- (a) zijn aanvaarding van het aanbod; en

- (b) de vereiste Permitted Regulatory Conditions (als gedefinieerd in de aandeelhoudersovereenkomst) of aanpassingen van bestaande Permitted Regulatory Conditions, doch slechts voor zover vereist om de overdracht van de Overdrachts aandelen te bewerkstelligen.

De koopkennisgeving is onherroepelijk, behoudens het bepaalde in artikel 12.8.

- 12.7** Indien een Overblijvende Aandeelhouder het aanbod niet wenst te aanvaarden, kan hij ofwel een schriftelijke kennisgeving houdende afwijzing van het aanbod naar de Overdragende Aandeelhouder sturen voorafgaand aan de aanbodsluitingsdatum ofwel niets ondernemen, in welk geval hij geacht wordt het aanbod te hebben afgewezen.
- 12.8** Binnen vijf (5) Business Days na de aanbodsluitingsdatum zal de Overdragende Aandeelhouder, indien van toepassing, de Overblijvende Aandeelhouders mededelen dat hij meerdere koopkennisgevingen heeft ontvangen, en welk gedeelte van de Overdrachts aandelen, naar evenredigheid, aan iedere Overblijvende Aandeelhouder zal worden overgedragen. In dat geval is iedere Overblijvende Aandeelhouder bevoegd zijn koopkennisgeving schriftelijk in te trekken binnen drie (3) Business Days na ontvangst van de mededeling genoemd in de voorgaande volzin.
- 12.9** Indien een koopkennisgeving is verstuurd welke niet is ingetrokken geschiedt de overdracht van de desbetreffende Overdrachts aandelen aan de desbetreffende Overblijvende Aandeelhouder overeenkomstig de betreffende aanbiedingsvoorwaarden en de procedure zoals opgenomen in de aandeelhoudersovereenkomst. Indien de bepalingen van de aandeelhoudersovereenkomst strijdig zijn met de betreffende aanbiedingsvoorwaarden, prevaleren eerstgenoemde bepalingen.
- 12.10** Na de aanbodsluitingsdatum of, indien later, de datum waarop alle Overblijvende Aandeelhouders de Overdragende Aandeelhouder een schriftelijke kennisgeving hebben gestuurd zoals vereist ingevolge dit artikel 12 afdeling C, is de Overdragende Aandeelhouder vrij een bindende overeenkomst aan te gaan om de Overdrachts aandelen met betrekking tot welke hij geen koopkennisgeving heeft ontvangen te verkopen en te leveren aan iedere bonafide derde die geen Restricted Transferee is, zoals dit begrip is gedefinieerd in de aandeelhoudersovereenkomst (de "Derde") binnen zes (6) maanden na de aanbodsluitingsdatum, met dien verstande dat:
- (a) de prijs die door de Derde wordt betaald ten minste gelijk is aan de prijs onder het aanbod;
  - (b) de met de Derde overeengekomen voorwaarden niet materieel gunstiger zijn voor die Derde dan die zijn opgenomen in de aanbiedingsvoorwaarden;
  - (c) de Derde ermee instemt een akte van toetreding (*deed of adherence*) aan te gaan in de vorm vereist onder de aandeelhoudersovereenkomst; en
  - (d) waar van toepassing, wordt voldaan aan de overige vereisten van artikel 26.4.6 (iv) van de aandeelhoudersovereenkomst.
- 12.11** In afwijking van wettelijke prijsbepalingsregelingen overeenkomstig het

bepaalde in artikel 2:195 lid 4 van het Burgerlijk Wetboek, voorzien de bepalingen in dit artikel 12 in afwijkende prijsbepalingsregelingen voor aandelen die worden overgedragen met inachtneming van de blokkeringsregeling opgenomen in artikel 12.

#### **Notaris**

- 12.12** Op eerste verzoek van de desbetreffende notaris, als bedoeld in dit artikel 11.1, schriftelijk aan de directie gericht, verschaft de directie de notaris met de voor de notaris redelijkerwijs benodigde bevestigingen om te beoordelen of aan de betreffende vereisten voor een overdracht van aandelen zoals opgenomen in dit artikel 12 is voldaan, en de notaris mag afgaan op de door de directie verschaft bevestigingen zonder dat nader onderzoek vereist is.

#### **13 Omzetting van aandelen**

Met inachtneming van het bepaalde in artikel 4.3, is elk door PSP gehouden gewoon aandeel om te zetten in een stemrechtloos gewoon aandeel en omgekeerd. Op PSP's schriftelijke verzoek zal de directie onmiddellijk een omzetting in overeenstemming met de instructies van PSP effectueren. De omzetting zal plaatsvinden op het moment dat de directie de omzetting heeft aangetekend in het register als bedoeld in artikel 5. Een kopie van het bijgewerkte register waaruit hiervan blijkt zal aan PSP worden verstrekt.

### **HOOFDSTUK VII**

#### **PANDRECHT EN VRUCHTGEBRUIK OP AANDELEN; CERTIFICATEN VAN AANDELEN**

##### **14 Pandrecht en vruchtgebruik op aandelen**

- 14.1** Het bepaalde in artikel 11 is van overeenkomstige toepassing op de vestiging van een pandrecht op aandelen en op de vestiging of levering van een vruchtgebruik op aandelen.
- 14.2** Bij de vestiging van een pandrecht op een aandeel of nadien bij schriftelijke overeenkomst tussen de aandeelhouder en de pandhouder kan het stemrecht aan de pandhouder worden toegekend, met inachtneming van hetgeen terzake in de wet is bepaald. Het bepaalde in artikel 11.2 is van overeenkomstige toepassing op een schriftelijke overeenkomst als bedoeld in de vorige volzin.
- 14.3** Zowel de aandeelhouder die geen stemrecht heeft als de pandhouder die wel stemrecht heeft, heeft het vergaderrecht. Het vergaderrecht kan ook worden toegekend aan de pandhouder die geen stemrecht heeft, maar alleen indien de algemene vergadering dat heeft goedgekeurd en met inachtneming van hetgeen terzake in de wet is bepaald.
- 14.4** Bij de vestiging of levering van een vruchtgebruik op een aandeel, of nadien, kan het stemrecht niet aan de vruchtgebruiker worden toegekend.

##### **15 Certificaten van aandelen**

- 15.1** Aan certificaten van aandelen is niet het vergaderrecht verbonden.
- 15.2** De vennootschap geeft geen certificaten uit van, en verleent geen medewerking aan de uitgifte van certificaten van, gewoon aandeel genummerd V1 of gewoon aandeel genummerd V313.871.971.

### **HOOFDSTUK VIII**

#### **DE DIRECTIE**

**16 Directeuren; voorzitter en CEO**

- 16.1** De directie bestaat uit tien (10) directeuren, gevormd door zes (6) directeuren A, drie (3) directeuren B en één (1) directeur zijnde de Chief Executive Officer van de vennootschap (de "CEO"), tenzij anders bepaald door de algemene vergadering overeenkomstig de bepalingen en voorwaarden van de aandeelhoudersovereenkomst. Alleen natuurlijke personen kunnen directeur zijn. De meerderheid van de directeuren is geen ingezetene van Spanje.
- 16.2** De directeuren A worden benoemd door de Meerderheidsaandeelhouder en de directeuren B worden benoemd door de betreffende Gekwalificeerd Aandeelhouder, met inachtneming van het bepaalde in dit artikel 16. De benoeming van de CEO geschiedt door de algemene vergadering uit een voordracht van de Meerderheidsaandeelhouder en na het in aanmerking nemen van enige suggesties van de Gekwalificeerd Aandeelhouders. Een directeur A of directeur B kan worden geschorst en ontslagen door de Meerderheidsaandeelhouder respectievelijk de Gekwalificeerd Aandeelhouder die bevoegd is tot benoeming van die directeur als bedoeld in de voorgaande volzin. De CEO kan door de algemene vergadering worden geschorst en ontslagen.
- 16.3** Indien er geen Meerderheidsaandeelhouder of betreffende Gekwalificeerd Aandeelhouder is, worden de desbetreffende directeuren benoemd, geschorst en ontslagen door de algemene vergadering.
- 16.4** Een schorsing kan één of meer malen worden verlengd, maar kan in totaal niet langer duren dan drie (3) maanden. Is na verloop van die tijd geen beslissing genomen omtrent de opheffing van de schorsing of ontslag, dan eindigt de schorsing.
- 16.5** De bevoegdheid tot vaststelling van een bezoldiging en verdere arbeidsvoorwaarden voor directeuren komt toe aan de directie.
- 16.6** Eén van de directeuren A wordt door de Meerderheidsaandeelhouder, of indien er geen Meerderheidsaandeelhouder is, door de algemene vergadering, aangewezen als voorzitter van de directie (de "voorzitter").
- 16.7** Alle vergaderingen van de directie worden geleid door de voorzitter. Indien de stemmen staken, heeft de voorzitter geen doorslaggevende stem.
- 16.8** De CEO is verantwoordelijk voor het dagelijks bestuur van de vennootschap onder toezicht van de andere directeuren met inachtneming van het bepaalde met betrekking tot Directie Voorbehouden Onderwerpen en de Aandeelhouders Voorbehouden Onderwerpen.
- 17 Taak en werkwijze van en besluitvorming door de directie; secretaris; commissies**
- 17.1** De directie is belast met het besturen van de vennootschap. Bij de vervulling van hun taak richten de directeuren zich naar het belang van de vennootschap en de met haar verbonden onderneming.
- 17.2** De directie kan regels vaststellen omtrent de werkwijze van en de besluitvorming door de directie. In dat kader kan de directie onder meer bepalen met welke taak een directeur meer in het bijzonder zal zijn belast. De algemene vergadering kan bepalen dat deze regels en taakverdeling

schriftelijk moeten worden vastgelegd en deze regels en taakverdeling aan zijn goedkeuring onderwerpen.

- 17.3 De directie benoemt een secretaris (de “**secretaris**”), die geen directeur hoeft te zijn, uit een voordracht van de directeuren A. Een secretaris kan een rechtspersoon zijn.
- 17.4 De directie kan, onverminderd diens verantwoordelijkheden, één of meer commissies instellen bestaande uit directeuren of andere daartoe benoemde personen. De voornaamste taak van de commissies is de voorbereiding van de besluitvorming van de directie. De directie benoemt de leden van iedere commissie en bepaalt de taken van iedere commissie.
- 18 Vergaderingen van de directie en Directie Voorbehouden Onderwerpen en tegenstrijdig belang**
- 18.1 De directie vergadert ten minste vier keer per kalenderjaar en, tenzij anders overeengekomen door een directeur A en een directeur B, met intervallen van niet meer dan drie maanden en voorts zo dikwijls een directeur dat nodig acht.
- 18.2 Een directeur kan zich ter vergadering doen vertegenwoordigen door een schriftelijk gevolmachtigde andere directeur.
- 18.3 Vergaderingen van de directie kunnen worden gehouden door het bijeenkomen van directeuren of door middel van telefoongesprekken, “video conference” of via andere communicatiemiddelen, waarbij alle deelnemende directeuren in staat zijn gelijktijdig met elkaar te kunnen communiceren. Deelname aan een op deze wijze gehouden vergadering geldt als het ter vergadering aanwezig zijn.
- 18.4 In de directie heeft iedere directeur één stem.
- 18.5 Voor zover de wet of deze statuten niet anders bepalen, worden alle besluiten van de directie genomen bij volstreekte meerderheid van de uitgebrachte stemmen, zonder dat een quorum is vereist.
- 18.6 Zolang er ten minste één Gekwalificeerd Aandeelhouder is, kunnen de volgende besluiten van de directie (de “**Directie Voorbehouden Onderwerpen**”) slechts worden genomen met een meerderheid van meer dan vijftig procent (85%) van de stemmen of, in het geval de PSP Convertible Loan in overeenstemming met de voorwaarden is omgezet, een meerderheid van meer dan vijfenzeventig procent (75%) van de stemmen die alle in functie zijnde directeuren kunnen uitbrengen, waarbij voor de vaststelling of het toepasselijke percentage van de stemmen wordt behaald (“**Bijzondere Directie Meerderheid**”) directeuren die geschorst zijn of die anderszins niet in staat zijn om hun stemrecht uit te oefenen niet worden meegeteld:
- (a) een wijziging van het Business Plan of goedkeuring van een nieuw Business Plan danwel goedkeuring of bekrachtiging van enige afwijking daarvan;
  - (b) goedkeuring van het Budget of wijzigingen daarvan danwel goedkeuring of bekrachtiging van een afwijking daarvan van tien procent (10%);
  - (c) een onderbreking, staking of beëindiging van enige activiteit van de vennootschap of een groepsvennootschap;

- (d) goedkeuring van een wijziging of afwijking van de Distribution Policy en enige inhoudingen of redelijke voorzieningen alsmede toevoegingen aan reserves ingevolge de aandeelhoudersovereenkomst;
- (e) enige uitbreiding van de werkzaamheden van de Groep naar een nieuw land niet voorzien in het Business Plan;
- (f) de goedkeuring of afwijzing van New Opportunities in overeenstemming met de aandeelhoudersovereenkomst;
- (g) een verkrijging of vervreemding door de vennootschap of een groepsvennootschap van, of investering in:
  - (i) een onderneming, bedrijf, vennootschap of aandelen in een vennootschap; of
  - (ii) activa of bedrijfsmiddelen (anders dan binnen het kader van de normale bedrijfsuitoefening of dan opgenomen in het Budget), met een boek- of marktwaarde welke tien miljoen Amerikaanse dollar (USD 10.000.000,-) (exclusief BTW) te boven gaat;
- (h) enige besluiten met betrekking tot de wijze waarop de PSP Equity Contribution, de GIC Concesiones Additional Contribution en de PSP Convertible Loan door de Groep zullen worden aangewend, tenzij opgenomen in het Budget;
- (i) het aangaan van enige transactie of de wijziging of de vervroegde beëindiging van een overeenkomst met betrekking tot een transactie tussen de vennootschap of een groepsvennootschap en een aandeelhouder of een van zijn geassocieerde vennootschappen of een andere Related Party Transaction, waaronder begrepen die onder de Preferred Contractor Status, echter behoudens de bepalingen van de aandeelhoudersovereenkomst betreffende de Preferred Contractor Status;
- (j) het aangaan van, de wijziging van, of het afzien van rechten onder of met betrekking tot een belangrijke overeenkomst of verbintenis die niet in het Budget is opgenomen (door verlenging of anderszins) of een afstanddoening of belangrijke afwijking daarvan door een lid van de Groep anders dan in het kader van de normale bedrijfsuitoefening:
  - (i) met een waarde welke tien miljoen Amerikaanse dollar (USD 10.000.000,-) (exclusief BTW) te boven gaat;
  - (ii) die kosten met zich kan brengen van tien miljoen Amerikaanse dollar (USD 10.000.000,-) (exclusief BTW) of meer; of
  - (iii) die zou resulteren in enige beperking van de vennootschap of een groepsvennootschap om de Business uit te oefenen of uit te voeren;
- (k) aanbestedingsverzoeken of de benoeming van een onafhankelijke technisch adviseur met als doel vast te stellen of het contractuele aanbod van de moedermaatschappij van de Meerderheidsaandeelhouder marktconform is, in overeenstemming met het bepaalde in de aandeelhoudersovereenkomst betreffende Preferred Contractor Status;

- (l) de wijziging of beëindiging van de Construction Guidelines, of het aangaan van een Groep's beleid of richtlijn met gevolgen voor de Construction Guidelines of voor de onder de Construction Guidelines aangegane overeenkomsten;
- (m) de goedkeuring van enige kostenoverschrijding met betrekking tot EPC overeenkomsten;
- (n) de indiening van wezenlijke schadeclaims door concessiehouders bij enig regelgevend orgaan of toezichthouders (maar, voor alle duidelijkheid, de indiening van schadeclaims bij het regelgevend orgaan of toezichthouder waarbij de EPC aannemer eiser is en de indiening van niet-wezenlijke schadeclaims worden goedgekeurd door de directie bij gewone meerderheid);
- (o) een wijziging in de overeengekomen structuur van de Executive Committee;
- (p) het afnemen van de titel CEO, de benoeming en vervanging van de secretaris of de benoeming van de CFO of van de COO's van de Subholding Companies;
- (q) de bezoldiging van de CEO, de CFO of van de COO's van de Subholding Companies;
- (r) de vaststelling van een bonus- of winstdelingsregeling, een aandelenoptie- of aandelenparticipatieplan of werknemerscertificaten- of aandelenplan of pensioenregeling door de vennootschap of een groepsvennootschap, waaronder begrepen de vaststelling van kernprestatie-indicatoren voor het Management Team en het daarop gebaseerde en op de aandeelhoudersovereenkomst met betrekking tot de beloning van de CEO en Senior Management gebaseerde toewijzen van beloning;
- (s) het opvragen van de uitstaande bedragen onder de PSP Equity Contribution en de GIC Concesiones Additional Contribution voor zover (i) het opvragen van de uitstaande bedragen onder de PSP Equity Contribution en de GIC Concesiones Additional Contribution niet gelijktijdig en *pari passu* geschiedt of (ii) het afwijkt van het tijdsbestek voorzien in bijlage 3.4.3(iii) van de Investment Agreement, dat, voor alle duidelijkheid, door de directie kan worden gewijzigd bij gewone meerderheid, in redelijkheid handelend, indien dergelijke wijzigingen niet materieel zijn;
- (t) het opnemen van gelden onder de GIC Concesiones Convertible Loan;
- (u) het aantrekken van enige financiering van derden door de vennootschap of een groepsvennootschap voor een bedrag dat tien miljoen Amerikaanse dollar (USD 10.000.000,--) te boven gaat;
- (v) het bezwaren of anderszins vestigen van zekerheidsrechten op activa en goederen van de groep voor een bedrag dat tien miljoen Amerikaanse dollar (USD 10.000.000,--) te boven gaat;
- (w) het afsluiten of verstrekken van een lening van meer dan éénhonderdduizend Amerikaanse dollar (USD 100.000,--) aan een

- persoon, bedrijf, lichaam of andere onderneming, anders dan aan een groepsvennootschap en anders dan in het kader van de normale bedrijfsuitoefening en op zakelijke basis;
- (x) het verstrekken van enige garantie of vrijwaring door de vennootschap of een groepsvennootschap anders dan in het kader van de normale bedrijfsuitoefening;
  - (y) het doen van kapitaalsuitgaven (waaronder begrepen verplichtingen onder huurkoop- en huurovereenkomsten) voor een onderdeel of project van meer dan één miljoen Amerikaanse dollar (USD 1.000.000,--) (exclusief BTW) welke niet is opgenomen in het Budget;
  - (z) de terugbetaling van de Brazilian Holdco Debt;
  - (aa) de benoeming en het ontslag van de Valuators;
  - (bb) de wijziging van de voor de Annual Valuation toe te passen waarderingsmethode;
  - (cc) het op kortere termijn houden van een directievergadering in overeenstemming met de bepalingen en voorwaarden van de aandeelhoudersovereenkomst;
  - (dd) de vaststelling of wijziging van Business Policies door een lid van de groep;
  - (ee) enige materiële wijziging van het financiële verslagleggings- of hedging beleid of grondslagen of het fiscale beleid, welke niet vereist is ingevolge een wijziging van het toepasselijk recht;
  - (ff) het aanspannen of schikken van civiele, arbitrale of andere procedures boven één miljoen Amerikaanse dollar (USD 1.000.000,--) danwel het aanhangig maken van een kort geding of ander geding (waaronder begrepen hoger beroep);
  - (gg) elke beslissing genomen ingevolge de Investment Agreement met betrekking tot een Third Party Claim, tenzij de Meerderheidsaandeelhouder besloten heeft in rechte op te treden teneinde tegenspraak te voeren tegen de Third Party Claim in overeenstemming met de Investment Agreement;
  - (hh) het aanspannen van insolventieprocedures of een andere procedure waarvan het aannemelijk is dat deze zal resulteren in een grond voor insolventie; en
  - (ii) de instructies van de directie met betrekking tot stemmen uit te brengen in de desbetreffende algemene vergadering van aandeelhouders of directievergadering van een groepsvennootschap inzake een onderwerp dat kwalificeert als een Aandeelhouders Voorbehouden Onderwerp of een Directie Voorbehouden Onderwerp, waarbij een reeks van samenhangende transacties als één transactie wordt beschouwd en de bij deze samenhangende transacties betrokken bedragen zullen worden samengeteld teneinde vast te stellen of een onderwerp een Directie Voorbehouden Onderwerp is.

**18.7** Een besluit van de directie zijnde een Directie Voorbehouden Onderwerp overeenkomstig het bepaalde in artikel 18.6 kan slechts worden genomen in

een directievergadering waarin ten minste één door de Meerderheidsaandeelhouder benoemde directeur en, met betrekking tot een Gekwalificeerd Aandeelhouder, ten minste één door een dergelijke Gekwalificeerd Aandeelhouder benoemde directeur aanwezig of vertegenwoordigd is, waarbij voor de vaststelling of het quorum voor een Directie Voorbehouden Onderwerp wordt behaald aanwezige of vertegenwoordigde directeuren die niet in staat zijn om hun stemrecht uit te oefenen vanwege een tegenstrijdig belang zoals bedoeld in artikel 18.8 worden meegeteld.

- 18.8** Indien een directeur, of de persoon die het recht van voordracht heeft aangaande de desbetreffende directiezetel, met betrekking tot een onderwerp waarover door de directie besloten dient te worden een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de vennootschap of de met haar verbonden onderneming neemt deze directeur niet deel aan de beraadslaging en besluitvorming door de directie met betrekking tot het onderwerp waarbij deze directeur een tegenstrijdig belang heeft.
- 18.9** Bij de vaststelling in hoeverre directeuren stemmen, aanwezig of vertegenwoordigd zijn, wordt geen rekening gehouden met directeuren waarvan de wet of deze statuten bepalen dat deze niet mogen deelnemen aan de beraadslaging en besluitvorming door de directie, behoudens om vast te stellen of het quorum voor een Directie Voorbehouden Onderwerp als bepaald in artikel 18.7 wordt behaald.
- 18.10** De directie kan onverkort besluiten nemen in alle gevallen waarin de vennootschap een tegenstrijdig belang heeft met alle directeuren.
- 18.11** Besluiten van de directie kunnen te allen tijde schriftelijk worden genomen, mits het desbetreffende voorstel aan alle in functie zijnde directeuren ten aanzien van wie geen tegenstrijdig belang als bedoeld in artikel 18.8 bestaat is voorgelegd en geen van hen zich tegen deze wijze van besluitvorming verzet, waarvan blijkt uit schriftelijke verklaringen van alle relevante in functie zijnde directeuren.

## **19 Vertegenwoordiging**

- 19.1** De directie is bevoegd de vennootschap te vertegenwoordigen. De bevoegdheid tot vertegenwoordiging komt mede toe aan de CEO zelfstandig handelend en aan iedere directeur A en directeur B gezamenlijk handelend.
- 19.2** De directie kan functionarissen met algemene of beperkte vertegenwoordigingsbevoegdheid aanstellen. Ieder van hen vertegenwoordigt de vennootschap met inachtneming van de begrenzing aan zijn bevoegdheid gesteld. De titulatuur van deze functionarissen wordt door de directie bepaald.

## **20 Aandeelhouders Voorbehouden Onderwerpen**

- 20.1** Onverminderd het in de wet en het elders in deze statuten bepaalde, zijn de besluiten omtrent:
- (a) een materiële wijziging van de aard of het geografische gebied van de Business of het uitoefenen van een bedrijf anders dan de Business door de vennootschap of een groepsvennootschap;
  - (b) enige onderbreking, staking of beëindiging van een activiteit;

- (c) enig besluit dat leidt tot de aanvang of aanmerkelijke ontwikkeling van een van de Business te onderscheiden bedrijf of activiteit;
- (d) de oprichting van een nieuwe groepsvennootschap, of het door een groepsvennootschap vergroten of verminderen van diens deelneming in een andere groepsvennootschap, of de oprichting van een joint-venture of consortium welke niet is opgenomen in het Budget;
- (e) een daadwerkelijke of voorgestelde materiële herstructurering of ontbinding of daarop gelijkende handeling van een lid van de Groep;
- (f) de benoeming en het ontslag van de CEO;
- (g) elke wijziging van de jurisdictie of een grensoverschrijdende wijziging van woonplaats van de vennootschap of de Sub-holding Companies;
- (h) elke vrijwillige herstructurering van, of wijziging van de juridische structuur van de vennootschap of de Sub-holding Companies;
- (i) elke werkelijke of voorgestelde herstructurering, liquidatie, onderbewindstelling, ontbinding of daarop gelijkende handeling van de vennootschap of de Sub-holding Companies;
- (j) goedkeuring van het Annual Valuation Model;
- (k) het aantrekken van financiering van derden ingevolge waarvan de kredietverschaffer het recht verkrijgt in het aandelenkapitaal van de vennootschap of een groepsvennootschap deel te nemen of de uitgifte van Loan Notes door de vennootschap of een groepsvennootschap;
- (l) elke wijziging in het geplaatste aandelenkapitaal of het creëren of uitgeven van aandelen (waaronder begrepen een soort aandelen met voorkeursrechten) of andere effecten in de vennootschap of een groepsvennootschap of het verlenen van een optie op of rechten tot het nemen van of het omzetten van waardepapieren in dergelijke aandelen of effecten;
- (m) de delegatie van bevoegdheid aan de directie om aandelen of andere effecten in de vennootschap of een groepsvennootschap uit te geven;
- (n) elke vermindering van het geplaatste kapitaal of wijziging van rechten verbonden aan een soort aandelen of een inkoop, koop of andere verkrijging door de vennootschap of een groepsvennootschap van aandelen of andere effecten in die vennootschap;
- (o) het aanwenden ter kapitalisatie van een bedrag ter volstorting van aandelen of van andere effecten of van enig bedrag welke in de agioreserve of dividend reserve wordt aangehouden voor welk doel dan ook;
- (p) een IPO of openbare aanbieding van aandelen in de vennootschap of een groepsvennootschap of het aanvragen van een beursnotering of toelating tot de handel op een andere gereguleerde markt;
- (q) een wijziging van, of herziening van, de akte van oprichting of de statuten, waaronder begrepen een naams- of zetelwijziging, van de vennootschap of een groepsvennootschap;
- (r) de vaststelling van het aantal directeuren in de directie;
- (s) het uitsluiten van voorkeursrechten in geval van een verhoging van het aandelenkapitaal van de vennootschap of een groepsvennootschap;

- (t) een wijziging van het boekjaar of het financiële verslagleggingsbeleid van de vennootschap of een groepsvennootschap;
- (u) de vaststelling van de gecontroleerde jaarrekening van een lid van de Groep;
- (v) de benoeming of het ontslag van de accountants van een lid van de Groep;
- (w) de herclassificatie van een onderwerp dat thans de goedkeuring van een Bijzondere Directie Meerderheid behoeft tot een onderwerp dat de goedkeuring van de algemene vergadering behoeft als een Aandeelhouders Voorbehouden Onderwerp; en
- (x) voor zover goedkeuring van de aandeelhoudersvergadering vereist is, de vaststelling van een bonus- of winstdelingsregeling, een aandelenoptie- of aandelenparticipatieplan of werknemerscertificaten- of aandelenplan of pensioenregeling door de vennootschap of een groepsvennootschap, waaronder begrepen de vaststelling van kernprestatie-indicatoren voor het Management Team en het daarop gebaseerde toewijzen van beloning,

onderwerpen voorbehouden aan de aandeelhouders (de "**Aandeelhouders Voorbehouden Onderwerpen**"), waarop de artikelen 20.3 en 20.4 van toepassing zijn en waarbij een reeks van samenhangende transacties als één transactie wordt beschouwd en de bij deze samenhangende transacties betrokken bedragen zullen worden samengeteld teneinde vast te stellen of een onderwerp een Aandeelhouders Voorbehouden Onderwerp is.

**20.2** Indien de directie het bevoegde vennootschapsorgaan is met betrekking tot één van de Aandeelhouders Voorbehouden Onderwerpen, dan behoeft de directie de voorafgaande goedkeuring van de algemene vergadering voor de betreffende besluiten waarop de artikelen 20.3 en 20.4 van toepassing zijn, tenzij de directie bij expliciet besluit van de algemene vergadering, genomen met inachtneming van het bepaalde in artikel 20.3, aangewezen is als het bevoegde vennootschapsorgaan.

**20.3** Zolang er ten minste één Gekwalificeerd Aandeelhouder is, kunnen de besluiten van de Algemene Vergadering genoemd in artikel 20.1 slechts worden genomen met een meerderheid van meer dan vijftientig procent (85%) van de aan alle dan uitgegeven en uitstaande gewone aandelen verbonden en uit te brengen stemmen of, in het geval de PSP Convertible Loan in overeenstemming met de voorwaarden is omgezet, een meerderheid van meer dan vijfenzeventig procent (75%) van de aan alle dan uitgegeven en uitstaande gewone aandelen verbonden en uit te brengen stemmen, in een vergadering waarin ten minste de Meerderheidsaandeelhouder en iedere Gekwalificeerd Aandeelhouder aanwezig of vertegenwoordigd is. Een tweede vergadering als bedoeld in artikel 2:230 lid 3 van het Burgerlijk Wetboek kan niet worden bijeengeroepen. Een besluit van de algemene vergadering tot ontslag van de CEO als bedoeld in artikel 20.1(f) wordt genomen met een meerderheid van ten minste twee derden van de uitgebrachte stemmen, welke twee derden meer dan de helft van het geplaatste kapitaal van de vennootschap vertegenwoordigen.

**20.4** Het ontbreken van goedkeuring van de algemene vergadering op een besluit als bedoeld in dit artikel 20 tast de vertegenwoordigingsbevoegdheid van de directie of de directeuren niet aan.

**21 Ontstentenis of belet**

**21.1** In geval van ontstentenis of belet van een directeur zijn de overblijvende directeuren of is de overblijvende directeur tijdelijk belast met het besturen van de vennootschap. In geval van ontstentenis of belet van alle directeuren of van de enige directeur is de persoon of zijn de personen die daartoe door de algemene vergadering wordt of worden aangewezen tijdelijk belast met het besturen van de vennootschap.

**21.2** Een besluit van de directie met betrekking tot een Directie Voorbehouden Onderwerp kan niet worden genomen indien niet alle directeuren die door iedere aandeelhouder kunnen worden benoemd zijn benoemd overeenkomstig het bepaalde in artikel 10 van de aandeelhoudersovereenkomst en deze statuten, behoudens ingeval een vacature (i) niet belet dat Directie Voorbehouden Onderwerpen met Bijzondere Directie Meerderheid worden genomen, (ii) moedwillig niet is vervuld door de aandeelhouder die bevoegd is de vervangende directeur te benoemen of (iii) niet belet dat een vetorecht wordt uitgeoefend door een Gekwalificeerd Aandeelhouder, in alle gevallen met inachtneming van het daaromtrent bepaalde in artikel 15.4 van de aandeelhoudersovereenkomst.

**HOOFDSTUK IX**

**BOEKJAAR EN JAARREKENING; WINST EN UITKERINGEN**

**22 Boekjaar en jaarrekening**

**22.1** Het boekjaar van de vennootschap valt samen met het kalenderjaar.

**22.2** Jaarlijks binnen vier maanden na afloop van het boekjaar, behoudens verlenging van deze termijn met ten hoogste zes maanden door de algemene vergadering op grond van bijzondere omstandigheden, maakt de directie een jaarrekening op en legt deze voor de aandeelhouders en de overige vergadergerechtigden ter inzage ten kantore van de vennootschap.

**22.3** Binnen deze termijn legt de directie ook het jaarverslag ter inzage voor de aandeelhouders en de overige vergadergerechtigden.

**22.4** De jaarrekening bestaat uit een balans, een winst- en verliesrekening en een toelichting.

**22.5** De jaarrekening wordt ondertekend door de directeuren. Ontbreekt de handtekening van één of meer van hen, dan wordt daarvan onder opgave van reden melding gemaakt.

**22.6** De vennootschap zal aan een accountant opdracht verlenen tot onderzoek van de jaarrekening. Tot het verlenen van de opdracht is de algemene vergadering bevoegd. Gaat deze daartoe niet over dan is de directie bevoegd. De opdracht kan worden ingetrokken door de algemene vergadering alsmede, indien de opdracht werd verleend door de directie, door de directie. De opdracht kan enkel worden ingetrokken om gegronde redenen; daartoe behoort niet een meningsverschil over methoden van verslaggeving of controlewerkzaamheden.

- 22.7** De vennootschap zorgt dat de opgemaakte jaarrekening, het jaarverslag en de krachtens de wet toe te voegen gegevens vanaf de oproeping tot de algemene vergadering waarin de jaarrekening en het jaarverslag zullen worden besproken en waarin over vaststelling van de jaarrekening zal worden besloten te haren kantore aanwezig zijn. Aandeelhouders en overige vergadergerechtigden kunnen de stukken aldaar inzien en er kosteloos een afschrift van verkrijgen.
- 22.8** Op de jaarrekening, het jaarverslag, de krachtens de wet toe te voegen gegevens en de accountantscontrole, alsmede op nederlegging van stukken bij het handelsregister, zijn voorts van toepassing de bepalingen van Boek 2, Titel 9 van het Burgerlijk Wetboek.
- 23 Vaststelling van de jaarrekening en kwijting**
- 23.1** De algemene vergadering stelt de jaarrekening vast.
- 23.2** In de algemene vergadering waarin tot vaststelling van de jaarrekening wordt besloten, worden afzonderlijk aan de orde gesteld een voorstel tot het verlenen van kwijting aan de directeuren voor het gevoerde bestuur, voor zover van hun taakuitoefening blijkt uit de jaarrekening of uit informatie die anderszins voorafgaand aan de vaststelling van de jaarrekening aan de algemene vergadering is verstrekt.
- 24 Winst en uitkeringen**
- 24.1** De directie stelt, ter vrije beoordeling doch met inachtneming van de bepalingen en voorwaarden van de aandeelhoudersovereenkomst, vast welk deel van de in een boekjaar behaalde winst zal worden gereserveerd.
- 24.2** De in een boekjaar behaalde winst die overblijft na toepassing van artikel 24.1, staat ter beschikking van de algemene vergadering.
- 24.3** Uitkeringen aan de aandeelhouders geschieden naar evenredigheid van hun aandelenbezit.
- 24.4** Een besluit dat strekt tot uitkering op aandelen heeft geen gevolgen zolang de directie daaraan geen goedkeuring heeft verleend. De directie weigert de goedkeuring slechts indien zij weet of redelijkerwijs behoort te voorzien dat de vennootschap na de uitkering niet zal kunnen blijven voortgaan met het betalen van haar opeisbare schulden.
- 24.5** Uitkeringen op aandelen kunnen slechts plaats hebben tot ten hoogste het bedrag van het uitkeerbare eigen vermogen.
- 24.6** De vordering van een aandeelhouder tot een uitkering op aandelen verjaart door een tijdsverloop van vijf jaren.
- 24.7** Op aandelen die de vennootschap in haar kapitaal houdt vindt geen uitkering plaats, tenzij een pandrecht of vruchtgebruik op die aandelen is gevestigd en de bevoegdheid tot inning van een uitkering respectievelijk het recht op uitkering toekomt aan de pandhouder respectievelijk de vruchtgebruiker. Bij de berekening van uitkeringen tellen de aandelen waarop ingevolge dit artikel 24.7 geen uitkering plaatsvindt, niet mee.

## HOOFDSTUK X

### DE ALGEMENE VERGADERING

## **25 Jaarvergadering**

**25.1** Tijdens ieder boekjaar wordt ten minste één algemene vergadering gehouden of ten minste één maal overeenkomstig artikel 33 besloten.

**25.2** Indien tijdens enig boekjaar een vergadering als bedoeld in artikel 25.1 wordt gehouden vermeldt de agenda van deze jaarvergadering, voor zover de termijn voor het opmaken van de jaarrekening en het jaarverslag niet is verlengd overeenkomstig het bepaalde in de artikelen 22.2 en 22.3, in elk geval de volgende onderwerpen:

- (a) bespreking van het jaarverslag (tenzij artikel 2:396 lid 7 of artikel 2:403 van het Burgerlijk Wetboek voor de vennootschap geldt);
- (b) bespreking en vaststelling van de jaarrekening;
- (c) verlening van kwijting aan directeuren; en
- (d) vaststelling van de winstbestemming.

De agenda vermeldt voorts andere onderwerpen door de directie dan wel aandeelhouders en/of andere vergadergerechtigden aan de orde gesteld met inachtneming van het in de statuten bepaalde en aangekondigd met inachtneming van het bepaalde in artikel 27.

## **26 Andere algemene vergaderingen**

**26.1** Andere algemene vergaderingen worden gehouden zo dikwijls de directie dat nodig acht.

**26.2** Aandeelhouders en/of andere vergadergerechtigden die alleen of gezamenlijk ten minste één honderdste gedeelte van het geplaatste kapitaal van de vennootschap vertegenwoordigen, hebben het recht schriftelijk aan de directie te verzoeken een algemene vergadering bijeen te roepen, onder nauwkeurige opgave van de te behandelen onderwerpen. Indien de directie niet binnen twee weken tot oproeping is overgegaan, zodanig dat de vergadering binnen vier weken na ontvangst van het verzoek kan worden gehouden, zijn de verzoekers zelf tot bijeenroeping bevoegd, een en ander mits geen zwaarwichtig belang van de vennootschap zich daartegen verzet.

## **27 Oproeping, agenda en plaats van vergaderingen**

**27.1** Algemene vergaderingen worden bijeengeroepen door de directie, onverminderd het bepaalde in artikel 26.2.

**27.2** De oproeping geschiedt niet later dan op de achtste dag voor die van de vergadering.

**27.3** De oproeping vermeldt de te behandelen onderwerpen. Onderwerpen die niet in de oproeping zijn vermeld, kunnen nader worden aangekondigd met inachtneming van de in artikel 27.2 bedoelde termijn.

**27.4** Een onderwerp, waarvan de behandeling schriftelijk is verzocht door één of meer aandeelhouders en/of andere vergadergerechtigden die alleen of gezamenlijk ten minste één honderdste gedeelte van het geplaatste kapitaal van de vennootschap vertegenwoordigen, wordt opgenomen in de oproeping of op dezelfde wijze aangekondigd indien de vennootschap het verzoek niet later dan op de dertigste dag voor die van de vergadering heeft ontvangen en mits geen zwaarwichtig belang van de vennootschap zich daartegen verzet.

**27.5** De oproeping geschiedt door middel van oproepingsbrieven gericht aan de adressen van de aandeelhouders en overige vergadergerechtigden, zoals

deze zijn vermeld in het register als bedoeld in artikel 5. Indien een aandeelhouder of andere vergadergerechtigde daarmee instemt, kan de oproeping ook geschieden door een langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht aan het adres dat door de aandeelhouder of andere vergadergerechtigde voor dit doel aan de vennootschap bekendgemaakt is.

**27.6** Algemene vergaderingen worden gehouden in de gemeente waar de vennootschap volgens deze statuten gevestigd is of te luchthaven Schiphol (gemeente Haarlemmermeer). Algemene vergaderingen kunnen ook elders worden gehouden, mits alle vergadergerechtigden hebben ingestemd met de plaats van de vergadering en de directeuren voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld om advies uit te brengen.

## **28 Toegang, vergaderrecht en stemrecht**

**28.1** Het vergaderrecht komt toe aan iedere aandeelhouder en iedere andere vergadergerechtigde. Iedere aandeelhouder en iedere pandhouder met stemrecht is voorts bevoegd in de algemene vergadering het stemrecht uit te oefenen. Een aandeelhouder heeft geen stemrecht in de algemene vergadering met betrekking tot de door hem gehouden stemrechtloze gewone aandelen. Aandeelhouders en overige vergadergerechtigden kunnen zich ter vergadering doen vertegenwoordigen door een schriftelijk gevolmachtigde.

**28.2** De directie kan bepalen dat het vergaderrecht en het stemrecht, in persoon of bij schriftelijk gevolmachtigde, kunnen worden uitgeoefend door middel van een elektronisch communicatiemiddel. Daartoe is vereist dat een vergadergerechtigde via het elektronisch communicatiemiddel kan worden geïdentificeerd, rechtstreeks kan kennisnemen van de verhandelingen ter vergadering, kan deelnemen aan de beraadslaging en, voor zover hem het stemrecht toekomt, het stemrecht kan uitoefenen. De directie kan voorwaarden stellen aan het gebruik van het elektronisch communicatiemiddel, welke voorwaarden bij de oproeping bekendgemaakt worden.

**28.3** Iedere stemgerechtigde die ter vergadering aanwezig is of diens schriftelijk gevolmachtigde, moet de presentielijst tekenen. De voorzitter van de vergadering kan bepalen dat de presentielijst ook moet worden getekend door andere personen die ter vergadering aanwezig zijn. Aan de presentielijst worden toegevoegd de namen van de personen die ingevolge artikel 28.2 deelnemen aan de vergadering of hun stem hebben uitgebracht op de wijze zoals bedoeld in artikel 32.2.

**28.4** De directeuren hebben als zodanig in de algemene vergaderingen een raadgevende stem.

**28.5** Omtrent toelating van andere personen tot de vergadering beslist de voorzitter van de vergadering.

## **29 Voorzitter en notulist van de vergadering**

**29.1** De voorzitter van de vergadering wordt aangewezen door de ter vergadering aanwezige of vertegenwoordigde stemgerechtigden, bij volstreekte meerderheid van de uitgebrachte stemmen. Tot het moment waarop dat is gebeurd, treedt een directeur als voorzitter op, dan wel, indien geen directeur

ter vergadering aanwezig is, de in leeftijd oudste ter vergadering aanwezige persoon.

- 29.2** De voorzitter van de vergadering wijst voor de vergadering een notulist aan.
- 30 Notulen; aantekening van aandeelhoudersbesluiten**
- 30.1** Van het verhandelde in een algemene vergadering worden notulen gehouden door de notulist van de vergadering. De notulen worden vastgesteld door de voorzitter en de notulist van de vergadering en ten blijke daarvan door hen ondertekend.
- 30.2** De voorzitter van de vergadering of degene die de vergadering heeft bijeengeroepen kan bepalen dat van het verhandelde een notarieel proces-verbaal wordt opgemaakt. Het notarieel proces-verbaal wordt mede-ondertekend door de voorzitter van de vergadering.
- 30.3** De directie maakt aantekening van alle door de algemene vergadering genomen besluiten. Indien de directie niet ter vergadering is vertegenwoordigd, wordt door of namens de voorzitter van de vergadering een afschrift van de genomen besluiten zo spoedig mogelijk na de vergadering aan de directie verstrekt. De aantekeningen liggen ten kantore van de vennootschap ter inzage van de aandeelhouders en overige vergadergerechtigden. Aan ieder van hen wordt desgevraagd een afschrift van of uittreksel uit de aantekeningen verstrekt, tegen ten hoogste de kostprijs.
- 31 Besluitvorming in vergadering**
- 31.1** Elk gewoon aandeel geeft recht op één stem.
- 31.2** Voor aandelen die toebehoren aan de vennootschap of een dochtermaatschappij en voor aandelen waarvan de vennootschap of een dochtermaatschappij de certificaten houdt, kan in de algemene vergadering geen stem worden uitgebracht. Pandhouders van aandelen die aan de vennootschap of een dochtermaatschappij toebehoren, zijn evenwel niet van het stemrecht uitgesloten, indien het pandrecht was gevestigd voordat het aandeel aan de vennootschap of die dochtermaatschappij toebehoorde. De vennootschap of een dochtermaatschappij kan geen stem uitbrengen voor een aandeel waarop zij een pandrecht of een vruchtgebruik heeft.
- 31.3** Voor zover de wet of deze statuten niet anders bepalen, worden alle besluiten van de algemene vergadering genomen bij volstreekte meerderheid van de uitgebrachte stemmen, zonder dat een quorum is vereist.
- 31.4** Staken de stemmen, dan is het voorstel verworpen, onverminderd het bepaalde in artikel 32.4.
- 31.5** Indien de door de wet of deze statuten gegeven voorschriften voor het oproepen en houden van algemene vergaderingen niet in acht zijn genomen, kunnen ter vergadering alleen geldige besluiten van de algemene vergadering worden genomen, mits alle vergadergerechtigden ermee hebben ingestemd dat de besluitvorming plaatsvindt en de directeuren voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld om advies uit te brengen.
- 31.6** Bij de vaststelling in hoeverre aandeelhouders stemmen, aanwezig of vertegenwoordigd zijn, of in hoeverre het geplaatste kapitaal van de vennootschap vertegenwoordigd is, wordt geen rekening gehouden met

aandelen waarvan de wet of deze statuten bepalen dat daarvoor geen stem kan worden uitgebracht.

## **32 Stemmingen**

**32.1** Alle stemmingen geschieden mondeling. De voorzitter van de vergadering kan echter bepalen dat de stemmen schriftelijk worden uitgebracht. Indien het betreft een stemming over personen kan ook een ter vergadering aanwezige of vertegenwoordigde stemgerechtigde verlangen dat de stemmen schriftelijk worden uitgebracht. Schriftelijke stemming geschiedt bij gesloten, ongetekende stembriefjes.

**32.2** De directie kan bepalen dat stemmen die voorafgaand aan de algemene vergadering via een elektronisch communicatiemiddel worden uitgebracht, gelijk worden gesteld met stemmen die ter vergadering worden uitgebracht. De directie stelt de termijn vast waarbinnen de stemmen op de in de vorige volzin bepaalde wijze kunnen worden uitgebracht, welke termijn niet eerder kan aanvangen dan op de dertigste dag voor die van de vergadering.

**32.3** Blanco stemmen en ongeldige stemmen gelden als niet uitgebracht.

**32.4** Indien bij een verkiezing van personen niemand de meerderheid van de uitgebrachte stemmen heeft verkregen, heeft een tweede vrije stemming plaats. Heeft alsdan weer niemand de meerderheid verkregen, dan vinden herstemmingen plaats, totdat hetzij één persoon de meerderheid van de uitgebrachte stemmen heeft verkregen, hetzij tussen twee personen is gestemd en de stemmen staken. Bij gemelde herstemmingen (waaronder niet begrepen de tweede vrije stemming) wordt telkens gestemd tussen de personen op wie bij de voorafgaande stemming is gestemd, uitgezonderd de persoon op wie bij de voorafgaande stemming het geringste aantal stemmen is uitgebracht. Is bij de voorafgaande stemming het geringste aantal stemmen op meer dan één persoon uitgebracht, dan wordt door loting uitgemaakt op wie van die personen bij de nieuwe stemming geen stemmen meer kunnen worden uitgebracht. Ingeval bij een stemming tussen twee personen de stemmen staken, beslist het lot wie van beiden is gekozen.

**32.5** Besluiten kunnen bij acclamatie worden genomen, indien geen van de ter vergadering aanwezige of vertegenwoordigde stemgerechtigden zich daartegen verzet.

**32.6** Het ter vergadering uitgesproken oordeel van de voorzitter van de vergadering omtrent de uitslag van een stemming is beslissend. Hetzelfde geldt voor de inhoud van een genomen besluit voor zover gestemd werd over een niet schriftelijk vastgelegd voorstel. Wordt echter onmiddellijk na het uitspreken van dat oordeel de juistheid daarvan betwist, dan vindt een nieuwe stemming plaats wanneer de meerderheid van de ter vergadering aanwezige of vertegenwoordigde stemgerechtigden of, indien de oorspronkelijke stemming niet hoofdelijk of schriftelijk geschiedde, een ter vergadering aanwezige of vertegenwoordigde stemgerechtigde dit verlangt. Door deze nieuwe stemming vervallen de rechtsgevolgen van de oorspronkelijke stemming.

## **33 Besluitvorming buiten vergadering**

**33.1** De aandeelhouders kunnen besluiten ook op andere wijze dan in een algemene vergadering nemen, mits alle vergadergerechtigden met deze wijze

van besluitvorming hebben ingestemd. In geval van besluitvorming buiten vergadering, worden de stemmen schriftelijk uitgebracht. Aan het vereiste van schriftelijke stemuitbrenging wordt tevens voldaan als het besluit onder vermelding van de wijze waarop iedere aandeelhouder heeft gestemd schriftelijk is vastgelegd. De directeuren worden voorafgaand aan de besluitvorming in de gelegenheid gesteld advies uit te brengen.

- 33.2** Iedere aandeelhouder is verplicht er voor zorg te dragen dat de aldus genomen besluiten zo spoedig mogelijk schriftelijk ter kennis van de directie worden gebracht. De directie maakt van de genomen besluiten aantekening en voegt deze aantekeningen bij de aantekeningen bedoeld in artikel 30.3.
- 34 Vergaderingen van houders van aandelen van een bepaalde aanduiding**
- 34.1** Vergaderingen van houders van aandelen van een bepaalde aanduiding worden gehouden zo dikwijls de directie dat nodig acht. Een houder van aandelen van een bepaalde aanduiding heeft ook het recht een vergadering van houders van aandelen van die bepaalde aanduiding bijeen te roepen. Dit recht komt niet toe aan andere aandeelhouders.
- 34.2** Hetgeen in deze statuten is bepaald omtrent algemene vergaderingen – daaronder mede maar niet uitsluitend begrepen de bepalingen betreffende besluitvorming door de algemene vergadering – is van overeenkomstige toepassing op vergaderingen van houders van aandelen van een bepaalde aanduiding, voor zover in artikel 34.1 geen afwijkende regeling is getroffen en met dien verstande dat een quorum niet is vereist. Het bepaalde in artikel 33 is eveneens van overeenkomstige toepassing, echter met dien verstande dat de directeuren niet zijn gehouden voorafgaand aan de besluitvorming advies uit te brengen noch in de gelegenheid zullen worden gesteld advies uit te brengen.

## HOOFDSTUK XI

### STATUTENWIJZIGING; OMZETTING; JURIDISCHE FUSIE EN JURIDISCHE SPLITSING; ONTBINDING EN VEREFFENING

#### **35 Statutenwijziging**

- 35.1** De algemene vergadering is bevoegd deze statuten te wijzigen.
- 35.2** Een besluit tot wijziging van deze statuten waarbij het stemrecht wordt gewijzigd kan slechts worden genomen met algemene stemmen in een vergadering waarin het gehele geplaatste kapitaal van de vennootschap is vertegenwoordigd.
- 35.3** Een besluit tot wijziging van deze statuten waarbij een plaats buiten Nederland wordt aangewezen als plaats waar algemene vergaderingen worden gehouden, kan slechts worden genomen met algemene stemmen in een vergadering waarin het gehele geplaatste kapitaal van de vennootschap is vertegenwoordigd en voor zover alle vergadergerechtigden met de statutenwijziging hebben ingestemd.
- 35.4** Wanneer aan de algemene vergadering een voorstel tot statutenwijziging zal worden gedaan, moet dat steeds bij de oproeping tot de algemene vergadering worden vermeld. Tegelijkertijd moet een afschrift van het voorstel, waarin de voorgedragen wijziging woordelijk is opgenomen, ten kantore van de vennootschap ter inzage worden gelegd voor de aandeelhouders en de

overige vergadergerechtigden tot de afloop van de vergadering. Vanaf de dag van de nederlegging tot de dag van de vergadering wordt aan een aandeelhouder of een vergadergerechtigde, op diens verzoek, kosteloos een afschrift van het voorstel verstrekt. Van een wijziging van deze statuten wordt een notariële akte opgemaakt.

### **36 Omzetting**

De vennootschap kan zich omzetten in een andere rechtsvorm. Voor omzetting is vereist een besluit tot omzetting, genomen door de algemene vergadering, alsmede een besluit tot statutenwijziging. Op een omzetting zijn voorts van toepassing de desbetreffende bepalingen van Boek 2 van het Burgerlijk Wetboek. Omzetting beëindigt het bestaan van de rechtspersoon niet.

### **37 Juridische fusie en juridische splitsing**

**37.1** De vennootschap kan een juridische fusie aangaan met één of meer andere rechtspersonen. Een besluit tot fusie kan slechts worden genomen op basis van een voorstel tot fusie, opgesteld door de besturen van de fuserende rechtspersonen. In de vennootschap wordt het besluit tot fusie genomen door de algemene vergadering. Echter, in de gevallen bedoeld in artikel 2:331 van het Burgerlijk Wetboek, kan het besluit tot fusie worden genomen door de directie.

**37.2** De vennootschap kan partij zijn bij een juridische splitsing. Onder juridische splitsing wordt zowel verstaan zuivere splitsing als afsplitsing. Een besluit tot splitsing kan slechts worden genomen op basis van een voorstel tot splitsing, opgesteld door de besturen van de partijen bij de splitsing. In de vennootschap wordt het besluit tot splitsing genomen door de algemene vergadering. Echter, in de gevallen bedoeld in artikel 2:334ff van het Burgerlijk Wetboek kan het besluit tot splitsing worden genomen door de directie.

**37.3** Op juridische fusies en juridische splitsingen zijn voorts van toepassing de desbetreffende bepalingen van Boek 2, Titel 7 van het Burgerlijk Wetboek.

### **38 Ontbinding en vereffening**

**38.1** De vennootschap kan worden ontbonden door een daartoe strekkend besluit van de algemene vergadering. Wanneer aan de algemene vergadering een voorstel tot ontbinding van de vennootschap zal worden gedaan, moet dat bij de oproeping tot de algemene vergadering worden vermeld.

**38.2** In geval van ontbinding van de vennootschap krachtens besluit van de algemene vergadering worden de directeuren vereffenaars van het vermogen van de ontbonden vennootschap, tenzij de algemene vergadering besluit één of meer andere personen tot vereffenaar te benoemen.

**38.3** Gedurende de vereffening blijven de bepalingen van deze statuten zo veel mogelijk van kracht.

**38.4** Hetgeen na voldoening van de schulden van de ontbonden vennootschap is overgebleven, wordt overgedragen aan de aandeelhouders, naar evenredigheid van hun Aandelenbezit.

**38.5** Na afloop van de vereffening blijven de boeken, bescheiden en andere gegevensdragers van de ontbonden vennootschap gedurende de bij de wet voorgeschreven termijn onder berusting van een daartoe door de algemene

vergadering en bij gebreke daaraan door de vereffenaars aan te wijzen  
persoon.

- 38.6** Op de vereffening zijn voorts van toepassing de desbetreffende bepalingen  
van Boek 2, Titel 1 van het Burgerlijk Wetboek.

**NOTE ABOUT TRANSLATION:**

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. The definitions in article 1.1 of this document are listed in the English alphabetical order which may differ from the Dutch alphabetical order.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

**Articles of association:**

**CHAPTER I**

**1 Definitions and interpretation**

**1.1** In these articles of association, the following terms shall have the following meanings:

**“Associated Company”** means, in relation to a person, any (direct or indirect) holding company, (direct or indirect) subsidiary or subsidiary undertaking or any other subsidiaries or subsidiary undertakings or any such holding company, in each case of such person.

**“CEO”** has the meaning attributed thereto in article 16.1.

**“Chairman”** has the meaning attributed thereto in article 16.6.

**“Company”** means the company the internal organisation of which is governed by these articles of association.

**“Debt”** means any loans, borrowings, or indebtedness (including any loan notes) (together with any accrued interest), in all cases, owed by the Company or a Group Company to a Shareholder or any of the latter's Associated Companies.

**“Distributable Equity”** means the part of the Company's equity which exceeds the aggregate of the reserves which must be maintained pursuant to the laws of the Netherlands.

**“General Meeting”** means the body of the Company consisting of the person or persons to whom, as a Shareholder or otherwise, voting rights attached to Shares accrue, or (as the case may be) a meeting of such persons (or their representatives) and other Persons with Meeting Rights.

**“Group”** means the Company and any Group Companies from time to time.

**“Group Companies”** means the subsidiaries and subsidiary undertakings and any other company in which the Company holds shares or a participation.

**“in writing”** means transmitted by letter, telecopier or e-mail, or any other electronic means of communication, provided the relevant message is legible and reproducible.

**“Lock-Up Expiry Date”** means the date to be determined by the Management Board in accordance with the terms and conditions of the Shareholders' Agreement on which the Group's projects under development, as attached as Schedule 9 to the Shareholders' Agreement, which represent more than eighty per cent. (80%) of the aggregate contract value of any such projects have been commissioned according to the terms of their relevant concessions or permits for operation.

**“Majority Shareholder”** means (i) a Shareholder holding an Interest of more than fifty per cent. (50%), and (ii) for the purpose of article 16.2, the meeting of (or the body of the Company consisting of) the holder of Ordinary Share numbered V1.

**“Management Board”** means the management board of the Company.

**“Management Board Reserved Matters”** has the meaning attributed thereto in article 18.6.

**“Management Board Super Majority”** has the meaning attributed thereto in article 18.6.

**“Managing Director”** means a member of the Management Board. Unless the contrary is apparent, this shall include each Managing Director A, each Managing Director B and the CEO.

**“Managing Director A”** means a managing director A of the Company.

**“Managing Director B”** means a managing director B of the Company.

**“Meeting Rights”** means the right to attend the General Meeting and to speak therein, as referred to in Section 2:227, subsection 1, of the Dutch Civil Code.

**“Minimum Percentage”** means an Interest of at least fifteen per cent. (15%) or, in the event the PSP Convertible Loan has been converted in accordance with its terms, at least twenty-five per cent. (25%).

**“Non-Voting Ordinary Share”** means a share in the capital of the Company to which no voting right in the General Meeting is attached and as recorded as such in the register referred to in article 5.

**“Offer”** has the meaning attributed thereto in article 12.5.

**“Offer Closing Date”** has the meaning attributed thereto in article 12.6.

**“Offer Notice”** has the meaning attributed thereto in article 12.5.

**“Offer Terms”** has the meaning attributed thereto in article 12.5.

**“Ordinary Share”** means a share in the capital of the Company, other than a Non-Voting Ordinary Share.

**“Person with Meeting Rights”** means a person to whom the Meeting Rights accrue.

**“PSP”** means Infra-PSP Canada, Inc., a company incorporated in Canada whose registered office is at 1250 René-Lévesque Boulevard West, Suite 900, Montreal, Québec, H3B 4W8, Canada, or any Associated Company of PSP.

**“Purchase Notice”** has the meaning attributed thereto in article 12.6.

**“Qualified Shareholder”** means (i) any Shareholder holding the Minimum Percentage but not being a Majority Shareholder, and (ii) for the purpose of article 16.2, the meeting of (or the body of the Company consisting of) the holder of Ordinary Share numbered V313,871,971.

**“Remaining Shareholders”** has the meaning attributed thereto in article 12.5.

**“Secretary”** has the meaning attributed thereto in article 17.3.

**“Share”** means a share in the capital of the Company. Unless the contrary is apparent, this shall include each Ordinary Share and each Non-Voting Ordinary Share.

**“Shareholder”** means a holder of one or more Shares.

**“Shareholders’ Agreement”** means the shareholders’ agreement (including annexes) regarding the Company between amongst others the Majority Shareholder, the person who at the time of the entering into such shareholders’ agreement qualifies as a Qualified Shareholder and the Company, to be entered into on or about the twenty-ninth day of October two thousand and twelve, as amended from time to time, which shareholders’ agreement (or relevant parts thereof) is/are deposited at the Company’s office (i) for inspection by the Shareholders and the Managing Directors, and (ii) for (partial) inspection by third parties if and insofar as, such at the absolute discretion of the Management Board, such inspection is reasonably required to obtain insight in the constitution of the Company.

“**Shareholders’ Reserved Matter**” has the meaning attributed thereto in article 20.1.

“**Shareholding**” means, in respect of a Shareholder, the number of Shares held by that Shareholder expressed as a percentage of the total number of Shares issued by the Company and which are outstanding.

“**Subsidiary**” means a subsidiary of the Company as referred to in Section 2:24a of the Dutch Civil Code.

“**Transfer Shares**” has the meaning attributed thereto in article 12.5.

“**Transferee**” has the meaning attributed thereto in article 12.1.

“**Transferring Shareholder**” has the meaning attributed thereto in article 12.5.

“**Transferor**” has the meaning attributed thereto in article 12.1.

“**Third Party**” has the meaning attributed thereto in article 12.10.

- 1.2 The Management Board, the General Meeting, the meeting of the holder of Ordinary Share numbered V1 and the meeting of the holder of Ordinary Share numbered V313,871,971 shall each constitute a distinct body of the Company. The Ordinary Share numbered V1 and the Ordinary Share numbered V313,871,971 shall constitute Shares of a specific designation.
- 1.3 Wherever in these articles of association reference is made to the meeting of holders of Shares of a specific designation this shall be understood to mean the body of the Company consisting of the holders of Shares of the relevant specific designation or (as the case may be) a meeting of holders of Shares of the relevant specific designation (or their representatives) and other persons entitled to attend such meetings.
- 1.4 Capitalised non-defined terms used in these articles of association shall have the meanings attributed thereto in the Shareholders’ Agreement respectively the Investment Agreement (as defined in the Shareholders’ Agreement).
- 1.5 References to “articles” refer to articles that are part of these articles of association, except where expressly indicated otherwise.

## CHAPTER II

### NAME, OFFICIAL SEAT AND OBJECTS

#### 2 Name and official seat

2.1 The Company's name is:

**Isolux Infrastructure Netherlands B.V.**

2.2 The Company has its official seat in Amsterdam, the Netherlands.

#### 3 Objects

The objects of the Company are:

- (a) the ownership of all kinds of concessions, subconcessions, authorisations and permits for works, services and combined projects from the state, autonomous regions, provinces, municipalities, autonomous bodies, private entities, autonomous entities and any foreign nation or international institution whose undertaking may require construction activities in the area works of a public or private nature, and the exploitation, conservation, adaptation, reform, modernisation, replacement and major repairs to such works;
- (b) in the framework of the projects as mentioned under (a) above, the direct or indirect contracting, management and execution, with its own

- resources or those of others, of works of a public or private nature on land, sea or air; industrial works; land movement or drilling; bridges, viaducts and large structures; the construction, refurbishment and maintenance of buildings and railways; hydraulic works; car parks; road works, motorways, toll roads and runways; oil and gas pipelines; electrical, electronic and mechanical installations; foundations; test drillings; injections; pile driving; sheet piling, painting and metal spraying; ornamentation and decoration, gardening and planting; restoration of historical and artistic property; water treatment plants; fire prevention installations; works aimed at preserving and improving the environment and the complete conservation of all such works and all other kinds of works and constructions;
- (c) the preparation and presentation of tender offers, projects and management of engineering works and those related to architecture, agriculture, livestock, tender, industry, energy, mining, civil engineering, construction, infrastructure, electronic installations and all other types of works; the supervision, consultation and representation in the execution of all of the aforementioned works; studies and reports for civil engineering works and those relating to construction, infrastructure, cartography, land registry, geotechnics, hydrology and the environment, the economy, finance, commerce, and social and labour projects; analysis, tests and technical controls, and auditing;
  - (d) the installation and repair of solar, thermal and photovoltaic, wind and any other kind of renewable energy installations;
  - (e) the manufacture and marketing of solar, thermal and photovoltaic, wind and any other kind of renewable energy modules, cells and components;
  - (f) the generation and marketing of electric energy through installations that use sources of renewable energy;
  - (g) the performance and execution of technical projects as mentioned under (d) above;
  - (h) the provision of maintenance and upkeep services for works carried out, either directly or through third parties;
  - (i) representation and marketing by any legal means, including import and export, of whatever assets and services are related to the activities described;
  - (j) construction, sale, purchase and lease of property assets and to acquire, alienate, encumber, manage and exploit registered property and items of property in general;
  - (k) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies involved in projects, works or activities as mentioned under (a) through (j) above or otherwise;
  - (l) to finance businesses and companies;
  - (m) to borrow, to lend and to raise funds, including the issue of bonds, debt instruments or other securities or evidence of indebtedness as well as to enter into agreements in connection with aforementioned activities;

- (n) to render advice and services to businesses and companies with which the Company forms a group and to third parties;
  - (o) to grant guarantees, to bind the Company and to pledge its assets for obligations of businesses and companies with which it forms a group and on behalf of third parties;
  - (p) to trade in currencies, securities and items of property in general;
  - (q) to exploit and trade in patents, trade marks, licenses, knowhow, copyrights, data base rights and other intellectual property rights;
  - (r) to perform any and all activities of an industrial, financial or commercial nature,
- and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

### **CHAPTER III**

#### **SHARE CAPITAL; REGISTER**

##### **4 Share capital**

**4.1** The share capital of the Company is divided into:

- Ordinary Shares with a nominal value of one United States Dollar cent (USD 0.01) each, numbered from V1 onward; and
- Non-Voting Ordinary Shares with a nominal value of one United States Dollar cent (USD 0.01) each, numbered from NV1 onward.

**4.2** All Shares shall be registered. No share certificates shall be issued. The Management Board shall determine the numbering of the Shares by recording the numbering in the register referred to in article 5.

**4.3** At least one Ordinary Share shall be held by a person other than, and other than for the account of, the Company or one of its Subsidiaries.

##### **5 Register**

**5.1** Each Shareholder, each pledgee of Shares and each usufructuary of Shares is required to in due time provide the required information to the Management Board in writing.

**5.2** The Management Board shall keep a register in which the names and addresses of all Shareholders are recorded, showing the date on which they acquired the Shares, the date of acknowledgement by or serving upon the Company, and the nominal value paid up on each Share. The Management Board shall furthermore record any Non-Voting Ordinary Shares outstanding as well as any conversion of Shares effected in accordance with the provisions of article 13.

**5.3** The names and addresses of pledgees and usufructuaries of Shares shall also be entered in the register, showing the date on which they acquired the right, the date of acknowledgement by or serving upon the Company and furthermore showing whether the voting rights or the Meeting Rights accrue to them in accordance with the provisions of article 14.

**5.4** On application by a Shareholder or a pledgee or usufructuary of Shares, the Management Board shall furnish an extract from the register, free of charge, insofar as it relates to the applicant's right in respect of a Share. If a right of pledge or a usufruct is created on a Share, the extract shall state to whom the voting rights accrue in accordance with the provisions of article 14 and to

whom the Meeting Rights accrue in accordance with the provisions of article 14.

- 5.5 The register shall be kept accurate and up-to-date. All entries and notes in the register shall be signed by one or more persons authorised to represent the Company.
- 5.6 The Management Board shall make the register available at the Company's office for inspection by the Shareholders and the pledgees of Shares to whom the Meeting Rights accrue.

#### **CHAPTER IV**

#### **ISSUANCE OF SHARES**

##### **6 Resolution to issue and notarial deed**

- 6.1 Shares may be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer.
- 6.2 A resolution to issue Shares shall stipulate the issue price and the other conditions of issue.
- 6.3 The provisions of articles 6.1 and 6.2 shall apply by analogy to the granting of rights to subscribe for Shares, but do not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.
- 6.4 The issuance of a Share shall furthermore require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties.

##### **7 Rights of pre-emption**

- 7.1 Upon issuance of Shares, each Shareholder (including a Shareholder holding Non-Voting Ordinary Shares) shall have a right of pre-emption in proportion to his Shareholding, subject to the provisions of articles 7.2, 7.3 and 7.4. Shareholders shall have a similar right of pre-emption if rights are granted to subscribe for Shares.
- 7.2 Shareholders shall have no right of pre-emption in respect of Shares which are issued to employees of the Company or of a group company of the Company as referred to in Section 2:24b of the Dutch Civil Code.
- 7.3 Shareholders shall have no right of pre-emption in respect of Shares which are issued to a person exercising a right to subscribe for Shares previously granted.
- 7.4 Prior to each single issuance of Shares, the right of pre-emption may be limited or excluded pursuant to a resolution of the body of the Company authorised to issue such Shares.
- 7.5 Rights of pre-emption may not be separately disposed of.

##### **8 Payment for Shares**

- 8.1 The full nominal value of each Share must be paid upon subscription, except when otherwise agreed in accordance with the provisions of Section 2:191 of the Dutch Civil Code.
- 8.2 Payment for a Share must be made in cash insofar as no non-cash contribution has been agreed upon. Payment in a currency other than that in which the nominal value of the Shares is expressed may only be made with the consent of the Company. By payment in a currency other than that in

which the nominal value of the Shares is expressed, the obligation to pay shall be satisfied for the amount for which the paid amount can be freely exchanged into the currency in which the nominal value of the Shares is expressed. The exchange rate on the day of payment shall be decisive.

- 8.3** Non-cash contributions on Shares are subject to the provisions of Section 2:204b of the Dutch Civil Code.
- 8.4** The Management Board shall be authorised to perform legal acts relating to non-cash contributions on Shares and other legal acts as referred to in Section 2:204 of the Dutch Civil Code, without prior approval of the General Meeting.

## **CHAPTER V**

### **OWN SHARES; REDUCTION OF THE ISSUED CAPITAL**

#### **9 Own Shares**

- 9.1** When issuing Shares, the Company may not subscribe for its own Shares.
- 9.2** Shares or depositary receipts thereof may be acquired pursuant to a resolution of the Management Board. Ordinary Share numbered V1 and Ordinary Share numbered V313,871,971 cannot be acquired by the Company.
- 9.3** The Company may acquire fully paid up Shares or depositary receipts thereof, provided either no valuable consideration is given, or:
- (a) the Distributable Equity is at least equal to the purchase price; and
  - (b) the Management Board does not know or should not reasonably foresee that the Company will after the acquisition no longer be able to continue to pay its payable debts.
- 9.4** The foregoing provisions of this article 9 shall not apply to Shares or depositary receipts thereof which the Company acquires by universal succession of title.
- 9.5** The acquisition of Shares or depositary receipts thereof by a Subsidiary shall be subject to the provisions of Section 2:207d of the Dutch Civil Code.
- 9.6** Shares or depositary receipts thereof held by the Company may be transferred pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer. A resolution to transfer such Shares or depositary receipts thereof shall stipulate the conditions of transfer. The transfer of Shares held by the Company shall furthermore be subject to the share transfer restrictions contained in these articles of association.

#### **10 Reduction of the issued capital**

- 10.1** The General Meeting may resolve to reduce the Company's issued capital.
- 10.2** A resolution to reduce the Company's issued capital with repayment will have no effect for as long as the Management Board has not granted its approval thereto. The Management Board shall only refuse to grant the approval if it knows or should reasonably foresee that the Company will after the reduction of the issued capital no longer be able to continue to pay its payable debts.
- 10.3** A reduction of the Company's issued capital may be effected:
- (a) by cancellation of Shares held by the Company or for which the Company holds the depositary receipts, provided that Ordinary Share

- numbered V1 and Ordinary Share numbered V313,871,971 cannot be cancelled;
- (b) by cancellation of Shares with consent of the Shareholders concerned, provided that Ordinary Share numbered V1 and Ordinary Share numbered V313,871,971 cannot be cancelled; or
  - (c) by reducing the nominal value of Shares, to be effected by an amendment of these articles of association.
- 10.4** A reduction of the nominal value of Shares without repayment must be effected in proportion to all Shares. This principle may be deviated from with the consent of all Shareholders.
- 10.5** The notice convening a General Meeting at which a proposal to reduce the Company's issued capital will be made, shall state the purpose of the capital reduction and the manner in which it is to be achieved. The provisions in these articles of association relevant to a proposal to amend the articles of association shall apply by analogy.
- 10.6** A reduction of the Company's issued capital shall furthermore be subject to the provisions of Section 2:208 of the Dutch Civil Code and, in case of a reduction of the Company's issued capital with repayment, Section 2:216, subsections 2 through 4, of the Dutch Civil Code.

## **CHAPTER VI**

### **TRANSFER OF SHARES; SHARE TRANSFER RESTRICTIONS; CONVERSION**

#### **11 Transfer of Shares; notarial deed**

- 11.1** The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer shall be parties.
- 11.2** Unless the Company itself is party to the legal act, the rights attached to the Share can only be exercised after the Company has acknowledged said legal act or said deed has been served upon it, in accordance with the relevant provisions of the laws of the Netherlands.

#### **12 Share transfer restrictions**

##### **Section A. Transfer to Associated Companies**

- 12.1** A Shareholder (the "Transferor") may at any time transfer its Shares to an Associated Company (the "Transferee") on giving prior written notice to the other Shareholders, provided that:
- (a) the Transferor (but not a subsequent transferor in a series of transfers to Associated Companies) shall remain party to the Shareholders' Agreement and shall be jointly and severally liable with the Transferee under the Shareholders' Agreement as a Shareholder in respect of the transferred Shares;
  - (b) the Transferee shall, and the Transferor shall procure that the Transferee shall, retransfer its Shares to the Transferor or another Associated Company of the Transferor immediately if the Transferee ceases to be an Associated Company of the Transferor; and
  - (c) a Transferor wishing to transfer its Shares shall be obliged to transfer any Debt the Group owes to the Transferor (or to any of its Associated Companies) together with the Shares it holds.

**Section B. Transfer of Shares prior to the Lock-Up Expiry Date**

- 12.2 Other than with the prior written consent of the other Shareholders, a Shareholder may not transfer any of its Shares to any person (as defined in the Shareholders' Agreement) prior to the Lock-Up Expiry Date. Article 12.2 shall not apply to a transfer of Shares to an Associated Company on giving prior written notice to the other Shareholders.
- 12.3 The provisions of article 12 Section A shall apply by analogy to (i) a partition of a joint property, with assignment of Shares to the joint owner through whom the Shares did not become part of the joint property and (ii) rights to subscribe for Shares and to rights arising from Shares other than cash payments.

**Section C. Transfer of Shares after the Lock-Up Expiry Date**

- 12.4 With effect from the Lock-Up Expiry Date, the provisions of article 12 Section C below are applicable to a transfer of one or more Shares, unless (i) all Shareholders have granted permission for the intended transfer in writing, which permission shall then be valid for a period of three months, or (ii) the Shareholder concerned is obliged by the laws of the Netherlands to transfer his Shares to a former Shareholder.

- 12.5 A Shareholder (the "**Transferring Shareholder**") who wishes to transfer its Shares (the "**Transfer Shares**") shall first issue a written notice (the "**Offer Notice**") to the other Shareholders (the "**Remaining Shareholders**"), containing:

- (a) the notification of the Transferring Shareholder's bona fide intention to transfer the Transfer Shares;
- (b) the terms on which the Transferring Shareholder is willing to transfer the Transfer Shares, including the price of the Transfer Shares (the "**Offer Terms**"); and
- (c) the offer to sell the Transfer Shares to the other Shareholders in accordance with the Offer Terms (the "**Offer**").

The Offer shall be irrevocable.

- 12.6 If a Remaining Shareholder wishes to buy, in accordance with the Offer Terms, all, but not part, of the Transfer Shares it shall within twenty (20) Business Days of the date of the Offer Notice (the "**Offer Closing Date**"), send a written notice to the Transferring Shareholder (the "**Purchase Notice**"), containing:

- (a) its acceptance of the Offer; and
- (b) any necessary Permitted Regulatory Conditions (as defined in the Shareholders' Agreement) or adjustments to any existing Permitted Regulatory Conditions, but only to the extent necessary to be able to complete the transfer of the Transfer Shares.

The Purchase Notice shall be irrevocable, subject to the provisions of article 12.8

- 12.7 If a Remaining Shareholder does not wish to accept the Offer, it may either send a written notice to the Transferring Shareholder before the Offer Closing Date declining the Offer or do nothing in which case it shall be considered to have declined the Offer.

- 12.8 Within five (5) Business Days of the Offer Closing Date, the Transferring Shareholder, if applicable, will notify the Remaining Shareholders that it has

received several Purchase Notices, and the pro-rata part of the Transfer Shares to be transferred to each Remaining Shareholder. In such case, each Remaining Shareholder will be entitled to revoke its Purchase Notice in writing within three (3) Business Days upon receipt of the notice mentioned in the previous sentence.

- 12.9** If a Purchase Notice has been sent which has not been revoked, the transfer of the relevant Transfer Shares to the relevant Remaining Shareholder shall be completed in accordance with the relevant Offer Terms and the proceeding set forth in the Shareholders' Agreement. In the event of any conflict between the provisions of the Shareholders' Agreement and the relevant Offer Terms, the former shall take precedence.
- 12.10** Following the Offer Closing Date or, if later, the date on which all of the Remaining Shareholders have sent a written notice to the Transferring Shareholder required to be notified pursuant to this article 12 Section C, the Transferring Shareholder shall be free to enter into a binding contract to sell and transfer the Transfer Shares in respect of which it has not received a Purchase Notice to any bona fide third party which is not a Restricted Transferee, as this term is defined under the Shareholders' Agreement (the "**Third Party**") within six (6) months of the Offer Closing Date, provided that:
- (a) the price paid by the Third Party is at least equal to the price under the Offer;
  - (b) the terms agreed with the Third Party are not materially more favourable to such Third Party than those set out under the Offer Terms;
  - (c) the Third Party agrees to enter into a deed of adherence in the form required under the Shareholders' Agreement; and
  - (d) where applicable, the further requirements of clause 26.4.6 (iv) of the Shareholders Agreement is met.
- 12.11** In derogation of any statutory price determination provisions in accordance with Section 2:195, subsection 4, of the Dutch Civil Code, the provisions of this article 12 prescribe separate price determination provisions for Shares transferred with due observance of the share transfer restrictions so provided in article 12.

**Civil law notary**

- 12.12** As per the first request of the relevant civil law notary, as referred to in article 11.1, addressed to the Management Board in writing, the Management Board shall provide the civil law notary with such confirmations as will be reasonably required for the civil law notary to assess whether the relevant requirements for a transfer of Shares as laid down in this article 12 have been met, and the relevant civil law notary may rely on the confirmations given by the Management Board without any further research being required.

**13 Conversion of Shares**

With due observance of the provision of article 4.3, each Ordinary Share held by PSP shall be convertible into a Non-Voting Ordinary Share and vice versa. At PSP's written request, the Management Board shall forthwith effect a conversion in accordance with the instructions of PSP. The conversion shall

become effective at the time the conversion has been recorded by the Management Board in the register referred to in article 5. PSP shall be provided with a copy of the updated register evidencing the same.

## **CHAPTER VII**

### **PLEDGING OF SHARES AND USUFRUCT ON SHARES; DEPOSITARY RECEIPTS FOR SHARES**

#### **14 Pledging of Shares and usufruct on Shares**

**14.1** The provisions of article 11 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct on Shares.

**14.2** Upon the creation of a right of pledge on a Share or afterwards by written agreement between the Shareholder and the pledgee, the voting rights attached to such Share may be assigned to the pledgee, with due observance of the relevant provisions of the laws of the Netherlands. The provision of article 11.2 shall apply by analogy to a written agreement as referred to in the preceding full sentence.

**14.3** Both the Shareholder without voting rights and the pledgee with voting rights shall have the Meeting Rights. The Meeting Rights may also be granted to the pledgee without voting rights, but only if the General Meeting has approved the same and with due observance of the relevant provisions of the laws of the Netherlands.

**14.4** Upon the creation or transfer of a usufruct on a Share, or afterwards, the voting rights attached to such Share may not be assigned to the usufructuary.

#### **15 Depositary receipts for Shares**

**15.1** The Meeting Rights shall not be attached to depositary receipts for Shares.

**15.2** The Company may not issue or assist in the issuance of depositary receipts for Ordinary Share numbered V1 or Ordinary Share numbered V313,871,971.

## **CHAPTER VIII**

### **THE MANAGEMENT BOARD**

#### **16 Managing Directors; Chairman and CEO**

**16.1** The Management Board shall consist of ten (10) Managing Directors, comprising of six (6) Managing Directors A, three (3) Managing Directors B and one (1) Managing Director who shall be the chief executive officer of the Company (the "CEO"), unless stipulated otherwise by the General Meeting in accordance with the terms and conditions of the Shareholders' Agreement. Only individuals can be Managing Directors. The majority of the Managing Directors shall not be resident in Spain.

**16.2** The Managing Directors A shall be appointed by the Majority Shareholder and the Managing Directors B shall be appointed by the relevant Qualified Shareholder, all with due observance of this article 16. The CEO shall be appointed by the General Meeting following a proposal made by the Majority Shareholder and after considering any suggestions from the Qualified Shareholders. A Managing Director A or Managing Director B may be suspended or removed by the Majority Shareholder and the Qualified Shareholder respectively holding the right to appoint such Managing Director as referred to in the previous sentence. The CEO may be suspended or removed by the General Meeting.

- 16.3** In case there is no Majority Shareholder or relevant Qualified Shareholder, then the relevant Managing Directors shall be appointed, suspended and removed by the General Meeting.
- 16.4** Any suspension may be extended one or more times, but may not last longer than three (3) months in the aggregate. If, at the end of that period, no decision has been taken on termination of the suspension or on removal, the suspension shall end.
- 16.5** The authority to establish remuneration and other conditions of employment for Managing Directors is vested in the Management Board.
- 16.6** One of the Managing Directors A shall be designated by the Majority Shareholder, or in the event there is no Majority Shareholder, by the General Meeting, to be the chairman of the Management Board (the “**Chairman**”).
- 16.7** The Chairman shall chair all meetings of the Management Board. The Chairman shall not have a casting vote in the event of a tie of the votes.
- 16.8** The CEO shall be responsible for the day-to-day management of the Company under the supervision of the other Managing Directors with due observance of the provisions regarding Management Board Reserved Matters and the Shareholders’ Reserved Matters.
- 17** **Duties, working methods and decision-making process of the Management Board; Secretary; committees**
- 17.1** The Management Board shall be entrusted with the management of the Company. In performing their duties, the Managing Directors shall act in accordance with the interests of the Company and the business connected with it.
- 17.2** The Management Board may establish rules regarding its working methods and decision-making process. In this context, the Management Board may also determine the duties which a Managing Director shall be particularly responsible for. The General Meeting may resolve that such rules and allocation of duties must be put in writing and that such rules and allocation of duties shall be subject to its approval.
- 17.3** The Management Board shall appoint a secretary (the “**Secretary**”), who does not need to be a Managing Director, following the proposal by the Managing Directors A. A Secretary can be a legal person.
- 17.4** The Management Board may, without prejudice to its responsibilities, establish one or more committees comprising of Managing Directors or any other persons appointed thereto. The principal task of the committees will be the preparation of the decision making process of the Management Board. The Management Board appoints the members of each committee and determines the tasks of each committee.
- 18** **Meetings of the Management Board; Management Board Reserved Matters and conflict of interest**
- 18.1** Meetings of the Management Board shall be held at least four times a year and, unless otherwise agreed between a Managing Director A and a Managing Director B, at not more than three-monthly intervals and furthermore as often as a Managing Director deems necessary.

- 18.2** A Managing Director may be represented in a meeting by another Managing Director authorised in writing.
- 18.3** Meetings of the Management Board may be held by means of an assembly of the Managing Directors in person at a formal meeting or by conference call, video conference or by any other means of communication, provided that all Managing Directors participating in such meeting are able to communicate with each other simultaneously. Participation in a meeting held in any of the above ways shall constitute presence at such meeting.
- 18.4** In the Management Board, each Managing Director may cast one vote.
- 18.5** To the extent the laws of the Netherlands or these articles of association do not provide otherwise, all resolutions of the Management Board shall be adopted by a simple majority of the votes cast in a meeting, without a quorum being required.
- 18.6** As long as there is at least one Qualified Shareholder, the following resolutions of the Management Board (the "**Management Board Reserved Matters**") may only be adopted by a majority of more than eighty-five per cent. (85%) of the votes or, in the event the PSP Convertible Loan has been converted in accordance with its terms, a majority of more than seventy-five per cent. (75%) of the votes that all of the Managing Directors in office may cast, whereby the Managing Directors who are suspended or who are otherwise incapable of exercising their voting rights shall not be taken into account to determine whether the appropriate percentage of votes is reached (the "**Management Board Super Majority**"):
  - (a) any amendment to the Business Plan or approval of a new Business Plan or approval or ratification of any departure from the same;
  - (b) approval of the Budget or any amendments thereto or approval or ratification of any departure from the same of ten per cent. (10%);
  - (c) any suspension, cessation or abandonment of any activity of the Company or any Group Company;
  - (d) approval of any amendment to or departure to the Distribution Policy and any retentions or reasonable provisions and transfers to reserves pursuant to the Shareholders' Agreement;
  - (e) any expansion of the operations of the Group to a new country not contemplated in the Business Plan;
  - (f) the approval or rejection of New Opportunities in accordance with the Shareholders' Agreement;
  - (g) any acquisition or disposal by the Company or any Group Company of, or investment in:
    - (i) any undertaking, business, company or securities of a company; or
    - (ii) any assets or property (other than in the ordinary course of business or as provided for in the Budget), having a book or market value greater than ten million United States Dollar (USD 10,000,000) (exclusive of VAT);

- (h) any decisions regarding how the PSP Equity Contribution, the GIC Concesiones Additional Contribution and the PSP Convertible Loan shall be used by the Group, except if contemplated in the Budget;
- (i) the entry into of any transaction or the amendment to or the early termination of any contract in relation to any transaction between the Company or any Group Company, and a Shareholder or any of its Associated Companies or any other Related Party Transaction, including those under the Preferred Contractor Status, subject, however, to the provisions of the Shareholders' Agreement relating to the Preferred Contractor Status;
- (j) the entry into, amendment, or waiver under or in respect of any material contract or commitment not provided for in the Budget (whether by renewal or otherwise) or any surrender or material variation of the same by any member of the Group not in the ordinary course of business:
  - (i) with a value in excess of ten million United States Dollar (USD 10,000,000) (exclusive of VAT);
  - (ii) which may incur costs of ten million United States Dollar (USD 10,000,000) (exclusive of VAT) or more; or
  - (iii) which would result in any restriction on the Company or any Group Company carrying on or being engaged in the Business;
- (k) the requests of third party offers or the appointment of an independent technical advisor to assess whether the contractual offer of the parent company of the Majority Shareholder is in market terms, in accordance with the provisions of the Shareholders' Agreement relating to Preferred Contractor Status;
- (l) the amendment or the termination of the Construction Guidelines, or the entry into any Group policy or guideline with an effect on the Construction Guidelines or on the agreements executed under the Construction Guidelines;
- (m) the approval of any cost overrun in relation to EPC agreements;
- (n) the submission of material claims by concessionaires to the regulatory bodies (but, for the avoidance of doubt, the submission of claims to the regulatory bodies where the claimant is the EPC contractor and the submission of non-material claims will be approved by the Management Board by simple majority);
- (o) any change to the agreed structure of the Executive Committee;
- (p) the removal of the title CEO, the appointment and replacement of the Secretary or the appointment of the CFO or any of the Sub-holding Companies' COO's;
- (q) the compensation of the CEO, CFO or any of the Sub-holding Companies' COO's;
- (r) the adoption of any bonus or profit-sharing scheme, any share option or share incentive scheme or employee share trust or share ownership plan or retirement benefit scheme by the Company or any Group

- Company, including setting key performance indicators for the Management Team and awarding remuneration based on the same and including pursuant to the Shareholders' Agreement relating to the remuneration of the CEO and the Senior Management;
- (s) the call of the outstanding amounts under the PSP Equity Contribution and the GIC Concesiones Additional Contribution to the extent that (i) the call of the outstanding amounts under the PSP Equity Contribution and the GIC Concesiones Additional Contribution is not simultaneous and *pari passu* or (ii) it deviates from the timeframe foreseen in Schedule 3.4.3(iii) of the Investment Agreement, which, for the avoidance of doubt, can be adjusted by the Management Board by simple majority, acting reasonably, as long as such amendments are not material;
  - (t) the draw-down under the GIC Concesiones Convertible Loan;
  - (u) the obtaining of any third party finance by the Company or any Group Company for an amount exceeding ten million United States Dollar (USD 10,000,000);
  - (v) the creation of any charge or other security over any assets or property of the Group for an amount exceeding ten million United States Dollar (USD 10,000,000);
  - (w) the making of any loan or advance of over one hundred thousand United States Dollar (USD 100,000) to any person, firm, body corporate or other business, other than to a Group Company and other than in the normal course of business and on an arm's length basis;
  - (x) the giving of any guarantee or indemnity other than in the normal course of its business by the Company or any Group Company;
  - (y) the incurring of any capital expenditure (including obligations under hire-purchase and leasing arrangements) of any item or project of greater than one million United States Dollar (USD 1,000,000) (exclusive of VAT) which is not provided for in the Budget;
  - (z) the repayment of the Brazilian Holdco Debt;
  - (aa) the appointment and dismissal of the Valuers;
  - (bb) the amendment to the valuation methodology to be applied for the Annual Valuation;
  - (cc) the agreement to hold a Management Board meeting on shorter notice in accordance with the terms and conditions of the Shareholders' Agreement;
  - (dd) the adoption or change by any member of the Group of any Business Policies;
  - (ee) any material change to the accounting or hedging policies or principles or tax policies not required by any change in applicable law;
  - (ff) the commencement or settlement of any litigation, arbitration or other proceedings in excess of one million United States Dollar (USD 1,000,000) or any application for an interim injunction or other application or action (including interim defence);

- (gg) any decisions made pursuant to the Investment Agreement in relation to a Third Party Claim, unless the Majority Shareholder has decided to take action to defend the Third Party Claim in accordance with the Investment Agreement;
- (hh) the application for insolvency proceedings or any other action which is likely to lead to an insolvency event; and
- (ii) the instructions given by the Management Board on votes to be cast at the relevant general shareholders' meeting or board meeting of any Group Company for any matter qualifying as a Shareholders' Reserved Matter or a Management Board Reserved Matter,

whereby a series of related transactions shall be construed as a single transaction, and any amounts involved in those related transactions shall be aggregated to determine whether a matter is a Management Board Reserved Matter.

- 18.7** A resolution by the Management Board that is a Board Reserved Matter in accordance with article 18.6 can only be adopted at a meeting of the Management Board at which at least one Managing Director appointed by the Majority Shareholder and, with respect to a Qualified Shareholder, at least one Managing Director appointed by any such Qualified Shareholder is present or represented, whereby it is understood that any Managing Director present or represented that is incapable of exercising its voting rights because of a conflict of interest as provided for in article 18.8 shall be taken into account to determine whether the quorum for any Board Reserved Matter is reached.
- 18.8** If a Managing Director or the person holding the nomination right with respect to the seat concerned has a direct or indirect interest in relation to a matter to be resolved upon by the Management Board that conflicts with the interests of the Company or the business connected with, then such Managing Director shall not take part in the discussions and decision-making by the Management Board with respect to the matter in respect of which such Managing Director has a conflict of interest.
- 18.9** When determining how many votes are cast by Managing Directors or how many Managing Directors are present or represented, no account shall be taken of Managing Directors that are not allowed to take part in the discussions and decision-making by the Management Board pursuant to the laws of the Netherlands or these articles of association, except for the purpose of determining whether the quorum as provided for in article 18.7 for any Board Reserved Matter is reached.
- 18.10** The Management Board may continue to adopt resolutions in the event of a conflict of interest between the Company and all Managing Directors.
- 18.11** Management Board resolutions may at all times be adopted in writing, provided the proposal concerned is submitted to all Managing Directors then in office in respect of whom no conflict of interest within the meaning of article 18.8 exists and none of them objects to this manner to adopt a resolution, evidenced by written statements from all relevant Managing Directors.

**19 Representation**

- 19.1** The Company shall be represented by the Management Board. The CEO

acting solely and any Managing Director A acting jointly with a Managing Director B shall also be authorised to represent the Company.

- 19.2** The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title.

**20 Shareholders' Reserved Matters**

- 20.1** Without prejudice to any other applicable provisions of the laws of the Netherlands or these articles of association, the resolutions relating to:
- (a) any material change to the nature or geographical area of the Business or carrying on any business other than the Business by the Company or any Group Company;
  - (b) any suspension, cessation or abandonment of any activity;
  - (c) any decision which would imply the commencement or significant development of a business or activity distinct from the Business;
  - (d) the incorporation of any new Group Company, or any Group Company increasing or reducing its shareholding in another Group Company, or the establishment of any joint venture or consortium not provided for in the Budget;
  - (e) any actual or proposed material reorganisation or liquidation or similar of any member of the Group;
  - (f) the appointment and removal of the CEO;
  - (g) any change in the jurisdiction or any cross-border change of domicile of the Company or the Sub-holding Companies;
  - (h) any voluntary reorganisation of, or change to the legal structure of the Company or the Sub-holding Companies;
  - (i) any actual or proposed reorganisation, winding up, administration, liquidation or similar of the Company or the Sub-holding Companies;
  - (j) approval of the Annual Valuation Model;
  - (k) the obtaining of third party finance which gives the lender the right to participate in the share capital of the Company or any Group Company or the issuance of any Loan Notes by the Company or any Group Company;
  - (l) any change in the issued share capital or the creation or issue of any shares (including any class of shares with preferential rights) or of any other security of the Company or any Group Company or the grant of any option or rights to subscribe for or to convert any instrument into such shares or securities;
  - (m) the delegation of authority to the Management Board to issue any shares or any other security of the Company or any Group Company;
  - (n) any reduction of the share capital or variation of the rights attaching to any class of shares or any redemption, purchase or other acquisition by the Company or any Group Company of any shares or other securities of that company;
  - (o) any application by way of capitalisation of any sum in or towards paying up any Shares or of any other security or of any amount

- standing to the credit of the share premium account or capital redemption reserve for any purpose;
- (p) any IPO or public offer of shares in the Company or a Group Company or the request for admittance to listing on a stock exchange or another regulated market;
  - (q) any amendment to, or revision of, the memorandum of association or the articles of association, including any change of name or registered office of the Company or any Group Company;
  - (r) the determination of the number of Managing Directors on the Management Board;
  - (s) the disapplication of pre-emption rights in the event of a share capital increase of the Company or any Group Company;
  - (t) any change to the accounting reference date or accounting policies of the Company or any Group Company;
  - (u) the adoption of the audited annual accounts of any member of the Group;
  - (v) the appointment or removal of the auditors of any member of the Group;
  - (w) the reclassification of any matter that currently requires the consent of a Management Board Super Majority as a matter requiring approval of the General Meeting as a Shareholders' Reserved Matter; and
  - (x) to the extent that a shareholders' meeting approval is required, the adoption of any bonus or profit-sharing scheme, any share option or share incentive scheme or employee share trust or share ownership plan or retirement benefit scheme by the Company or any Group Company, including setting key performance indicators for the Management Team and awarding remuneration based on the same,

shall be shareholders' reserved matters (the "**Shareholders' Reserved Matters**"), in respect of which articles 20.3 and 20.4 shall apply and whereby a series of related transactions shall be construed as a single transaction, and any amounts involved in those related transactions shall be aggregated to determine whether a matter is a Shareholders' Reserved Matter.

**20.2** If the Management Board is the competent corporate body of the Company in relation to any of the Shareholders' Reserved Matters then the Management Board shall require the prior approval of the General Meeting for such resolutions in respect of which articles 20.3 and 20.4 shall apply unless the Management Board has been made the competent corporate body of the Company pursuant to an express resolution by the General Meeting adopted with due observance of the provisions of article 20.3.

**20.3** As long as there is at least one Qualified Shareholder, the resolutions referred to in article 20.1 of the General Meeting may only be adopted by a majority of more than eighty-five per cent. (85%) of the votes attached and being capable of being exercised to all then issued and outstanding Ordinary Shares or, in the event the PSP Convertible Loan has been converted in accordance with its terms, a majority of more than seventy-five per cent. (75%) of the votes attached and being capable of being exercised to all then issued and

outstanding Ordinary Shares, in a meeting at which at least the Majority Shareholder and each Qualified Shareholder is present or represented. No second meeting as referred to in Section 2:230, subsection 3, of the Dutch Civil Code can be convened. A resolution of the General Meeting to remove a CEO as referred to in article 20.1(f) shall require two-thirds of the votes cast which two-thirds represent more than one-half of the Company's issued capital.

**20.4** The absence of approval by the General Meeting of a resolution referred to in this article 20 shall not affect the authority of the Management Board or the Managing Directors to represent the Company.

**21 Vacancy or inability to act**

**21.1** If a seat on the Management Board is vacant or a Managing Director is unable to perform his duties, the remaining Managing Directors or Managing Director shall be temporarily entrusted with the management of the Company. If all seats on the Management Board are vacant or all Managing Directors or the sole Managing Director, as the case may be, are unable to perform their duties, one or more persons to be designated for that purpose by the General Meeting shall be temporarily entrusted with the management of the Company.

**21.2** No Board Reserved Matter shall be adopted if not all Managing Directors that each Shareholder is entitled to appoint in accordance with clause 10 of the Shareholders' Agreement and these articles of association have been appointed, except in the case where a vacancy (i) does not prevent the approval of Board Reserved Matters by a Management Board Super Majority, (ii) is wilfully not fulfilled by the Shareholder who is entitled to appoint the replacing Managing Director or (iii) does not prevent the exercise of a veto right by a Qualified Shareholder, in each case with due observance of the provisions of clause 15.4 of the Shareholders' Agreement.

**CHAPTER IX**

**FINANCIAL YEAR AND ANNUAL ACCOUNTS; PROFITS AND DISTRIBUTIONS**

**22 Financial year and annual accounts**

**22.1** The Company's financial year shall be the calendar year.

**22.2** Annually, not later than four months after the end of the financial year, save where this period is extended by the General Meeting by not more than six months by reason of special circumstances, the Management Board shall prepare annual accounts, and shall deposit the same for inspection by the Shareholders and the other Persons with Meeting Rights at the Company's office.

**22.3** Within the same period, the Management Board shall also deposit the annual report for inspection by the Shareholders and the other Persons with Meeting Rights.

**22.4** The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.

**22.5** The annual accounts shall be signed by the Managing Directors. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.

**22.6** The Company shall appoint an accountant to audit the annual accounts. Such

appointment shall be made by the General Meeting. If it does not proceed thereto, then the Management Board shall be authorised. The appointment may be revoked by the General Meeting as well as, in case the appointment was made by the Management Board, by the Management Board. The appointment may be revoked for sound reasons only; such reasons shall not include a difference in opinion with regard to reporting methods or audit activities.

**22.7** The Company shall ensure that the annual accounts, the annual report and the information to be added by virtue of the laws of the Netherlands are kept at its office as from the day on which notice of the General Meeting is given in which the annual accounts and the annual report shall be discussed and in which the adoption of the annual accounts shall be resolved upon. Shareholders and other Persons with Meeting Rights may inspect the documents at that place and obtain a copy free of charge.

**22.8** The annual accounts, the annual report, the information to be added by virtue of the laws of the Netherlands and the audit by an accountant, as well as deposit of documents at the Dutch Trade Register, shall furthermore be subject to the provisions of Book 2, Title 9, of the Dutch Civil Code.

**23 Adoption of the annual accounts and release from liability**

**23.1** The General Meeting shall adopt the annual accounts.

**23.2** At the General Meeting at which it is resolved to adopt the annual accounts, a proposal concerning release of the Managing Directors from liability for the management pursued, insofar as the exercise of their duties is reflected in the annual accounts or otherwise disclosed to the General Meeting prior to the adoption of the annual accounts, shall be brought up for discussion separately.

**24 Profits and distributions**

**24.1** The Management Board shall, in its sole discretion but with due observance of the terms and conditions of the Shareholders' Agreement, determine the amount of profits accrued in a financial year that shall be added to the reserves of the Company.

**24.2** The allocation of profits accrued in a financial year remaining after application of article 24.1 shall be determined by the General Meeting.

**24.3** Distributions shall be made to the Shareholders in proportion to their Shareholding.

**24.4** A resolution to make a distribution on Shares will have no effect for as long as the Management Board has not granted its approval thereto. The Management Board shall only refuse to grant the approval if it knows or should reasonably foresee that the Company will after the distribution no longer be able to continue to pay its payable debts.

**24.5** Distributions on Shares may be made only up to an amount which does not exceed the amount of the Distributable Equity.

**24.6** A claim of a Shareholder for payment of a distribution on Shares shall be barred after five years have elapsed.

**24.7** No distributions shall be made on Shares held by the Company in its own capital, unless these Shares have been pledged or a usufruct has been created in these Shares and the authority to collect distributions or the right to

receive distributions respectively accrues to the pledgee or the usufructuary respectively. For the computation of distributions, the Shares on which no distributions shall be made pursuant to this article 24.7, shall not be taken into account.

## **CHAPTER X THE GENERAL MEETING**

### **25 Annual General Meeting**

**25.1** During each financial year at least one General Meeting shall be held or at least one resolution shall be adopted in accordance with article 33.

**25.2** If a General Meeting as referred to in article 25.1 is held, the agenda for this General Meeting shall, insofar as the period to prepare the annual accounts and the annual report has not been extended in accordance with the provisions of articles 22.2 and 22.3, in any case contain the following business to be discussed:

- (a) discussion of the annual report (unless Section 2:396, subsection 7, or Section 2:403 of the Dutch Civil Code applies to the Company);
- (b) discussion and adoption of the annual accounts;
- (c) release from liability of Managing Directors; and
- (d) allocation of profits.

The agenda shall furthermore contain other business presented for discussion by the Management Board or by Shareholders and/or other Persons with Meeting Rights taking into account the provisions of these articles of association and announced with due observance of the provisions of article 27.

### **26 Other General Meetings**

**26.1** Other General Meetings shall be held as often as the Management Board deems necessary.

**26.2** Shareholders and/or other Persons with Meeting Rights alone or jointly representing in the aggregate at least one-hundredth of the Company's issued capital may request the Management Board in writing to convene a General Meeting, stating specifically the business to be discussed. If the Management Board has not given proper notice of a General Meeting within two weeks following receipt of such request such that the meeting can be held within four weeks after receipt of the request, the applicants shall be authorised to convene a meeting themselves, provided that no important interests of the Company dictate otherwise.

### **27 Notice, agenda and venue of meetings**

**27.1** Notice of General Meetings shall be given by the Management Board, without prejudice to the provisions of article 26.2.

**27.2** Notice of the meeting shall be given no later than on the eighth day prior to the day of the meeting.

**27.3** The notice convening the meeting shall specify the business to be discussed. Other business not specified in such notice may be announced at a later date, with due observance of the term referred to in article 27.2.

**27.4** Items, for which a written request has been filed to discuss them, by one or more Shareholders and/or other Persons with Meeting Rights, alone or jointly

representing at least one-hundredth of the Company's issued capital, shall be included in the notice or announced in the same manner, provided that the Company received the request no later than on the thirtieth day before the date of the meeting and provided that no important interests of the Company dictate otherwise.

- 27.5** The notice convening the meeting shall be sent to the addresses of the Shareholders and the other Persons with Meeting Rights shown in the register as referred to in article 5. With the consent of a Shareholder or an other Person with Meeting Rights, notice of the meeting may also be given by a legible and reproducible message sent through electronic means of communication to the address provided for the purposes hereof by the Shareholder or the other Person with Meeting Rights to the Company.
- 27.6** General Meetings are held in the municipality in which, according to these articles of association, the Company has its official seat or at Schiphol airport (municipality of Haarlemmermeer, the Netherlands). General Meetings may also be held elsewhere, provided that all Persons with Meeting Rights have consented to the place of the meeting and the Managing Directors have been given the opportunity to give advice prior to the decision-making.
- 28 Admittance, Meeting Rights and voting rights**
- 28.1** The Meeting Rights accrue to each Shareholder and each other Person with Meeting Rights. Each Shareholder and each pledgee to whom the voting rights accrue shall be entitled to exercise the voting rights in the General Meeting. A Shareholder shall not have voting rights in the General Meeting with respect to the Non-Voting Ordinary Shares held by him. Shareholders and other Persons with Meeting Rights may be represented in a meeting by a proxy authorised in writing.
- 28.2** The Management Board may determine that the Meeting Rights and the voting rights may be exercised by electronic means of communication, either in person or by a proxy authorised in writing. In order to do so, a Person with Meeting Rights must, through the electronic means of communication, be identifiable, be able to directly observe the proceedings at the meeting, be able to participate in the discussions and, if the voting rights accrue to him, be able to exercise the voting rights. The Management Board may attach conditions to the use of the electronic means of communication, which conditions shall be announced with the notice of the meeting.
- 28.3** At a meeting, each person present with voting rights, or his proxy authorised in writing, must sign the attendance list. The chairman of the meeting may decide that the attendance list must also be signed by other persons present at the meeting. The names of the persons who participate in the meeting pursuant to article 28.2 or who have cast their votes in the manner as referred to in article 32.2 shall be added to the attendance list.
- 28.4** The Managing Directors shall have the right to cast an advisory vote in the General Meetings.
- 28.5** The chairman of the meeting shall decide on the admittance of other persons to the meeting.
- 29 Chairman and secretary of the meeting**

- 29.1** The chairman of a General Meeting shall be appointed by the persons with voting rights present or represented at the meeting, by a simple majority of the votes cast. Until such appointment is made, a Managing Director shall act as chairman, or, if no Managing Director is present at the meeting, the eldest person present at the meeting shall act as chairman.
- 29.2** The chairman of the meeting shall appoint a secretary for the meeting.
- 30 Minutes; recording of Shareholders' resolutions**
- 30.1** The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairman and the secretary of the meeting and as evidence thereof shall be signed by them.
- 30.2** The chairman of the meeting or those who convened the meeting may determine that a notarial record must be prepared of the proceedings at the meeting. The notarial record shall be co-signed by the chairman of the meeting.
- 30.3** The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairman of the meeting shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting. The records shall be deposited at the Company's office for inspection by the Shareholders and the other Persons with Meeting Rights. On application, each of them shall be provided with a copy of or an extract from the records, at not more than cost price.
- 31 Adoption of resolutions in a meeting**
- 31.1** Each Ordinary Share confers the right to cast one vote.
- 31.2** In the General Meeting, no voting rights may be exercised for Shares held by the Company or a Subsidiary, nor for Shares for which the Company or a Subsidiary holds the depositary receipts. However, pledgees of Shares owned by the Company or a Subsidiary are not excluded from exercising voting rights if the right of pledge was created before the Share was owned by the Company or such Subsidiary. The Company or a Subsidiary may not exercise voting rights for a Share in which it holds a right of pledge or a usufruct.
- 31.3** To the extent that the laws of the Netherlands or these articles of association do not provide otherwise, all resolutions of the General Meeting shall be adopted by a simple majority of the votes cast, without a quorum being required.
- 31.4** If there is a tie in voting, the proposal shall be deemed to have been rejected, without prejudice to the provisions of article 32.4.
- 31.5** If the formalities for convening and holding of General Meetings, as prescribed by the laws of the Netherlands or these articles of association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if all Persons with Meeting Rights have consented to the decision-making taking place and the Managing Directors have been given the opportunity to give advice prior to the decision-making.
- 31.6** When determining how many votes are cast by Shareholders, how many Shareholders are present or represented, or what portion of the Company's issued capital is represented, no account shall be taken of Shares for which

no vote can be cast pursuant to the laws of the Netherlands or these articles of association.

## **32 Voting**

**32.1** All voting shall take place orally. The chairman is, however, entitled to decide that votes be cast by a secret ballot. If it concerns the holding of a vote on persons, anyone present at the meeting with voting rights may demand a vote by a secret ballot. Votes by secret ballot shall be cast by means of secret, unsigned ballot papers.

**32.2** The Management Board may determine that votes cast by electronic means of communication prior to the General Meeting shall be treated equally to votes cast during the meeting. The Management Board shall determine the period of time during which votes may be cast in the manner provided in the preceding full sentence; this period of time may not commence any earlier than on the thirtieth day before the date of the meeting.

**32.3** Blank and invalid votes shall not be counted as votes.

**32.4** If a majority of the votes cast is not obtained in an election of persons, a second free vote shall be taken. If a majority is not obtained again, further votes shall be taken until either one person obtains a majority of the votes cast or the election is between two persons only, both of whom receive an equal number of votes. In the event of such further elections (not including the second free vote), each election shall be between the candidates in the preceding election, with the exclusion of the person who received the smallest number of votes in such preceding election. If in the preceding election more than one person has received the smallest number of votes, it shall be decided which candidate should not participate in the new election by randomly choosing a name. If votes are equal in an election between two persons, it shall be decided who is elected by randomly choosing a name.

**32.5** Resolutions may be adopted by acclamation if none of the persons with voting rights present or represented at the meeting objects.

**32.6** The chairman's decision at the meeting on the result of a vote shall be final and conclusive. The same shall apply to the contents of an adopted resolution if a vote is taken on an unwritten proposal. However, if the correctness of such decision is challenged immediately after it is pronounced, a new vote shall be taken if either the majority of the persons with voting rights present or represented at the meeting or, where the original vote was not taken by roll call or in writing, any person with voting rights present or represented at the meeting, so demands. The legal consequences of the original vote shall be made null and void by the new vote.

## **33 Adoption of resolutions without holding a meeting**

**33.1** Shareholders may adopt resolutions of the General Meeting other than in a meeting, provided that all Persons with Meeting Rights have consented to this manner to adopt a resolution. In case of adoption of resolutions other than in a meeting, the votes shall be cast in writing. The requirement that votes must be cast in writing shall have been met if the resolutions have been put in writing specifying the way in which each Shareholder has cast his vote. The

Managing Directors shall be given the opportunity to give advice prior to the decision-making.

- 33.2** Each Shareholder must ensure that the Management Board is informed of the resolutions thus adopted as soon as possible in writing. The Management Board shall keep record of the resolutions adopted and it shall add such records to those referred to in article 30.3.

**34 Meetings of holders of Shares of a specific designation**

- 34.1** Meetings of holders of Shares of a specific designation are held as often as the Management Board deems such necessary. A holder of Shares of a specific designation may also convene a meeting of holders of Shares of such specific designation. This right does not accrue to other Shareholders.

- 34.2** The provisions in these articles of association with respect to General Meetings – including but not limited to the provisions with respect to resolutions of the General Meeting – shall apply by analogy to meetings of holders of Shares of a specific designation, insofar as no different regulation is contained in article 34.1 and provided that no quorum shall be required. The provisions of article 33 shall apply by analogy also, provided, however, that the Managing Directors shall not be required nor given the opportunity to give advice prior to the decision-making.

**CHAPTER XI**

**AMENDMENT OF THE ARTICLES OF ASSOCIATION; CHANGE OF CORPORATE FORM; STATUTORY MERGER AND STATUTORY DEMERGER; DISSOLUTION AND LIQUIDATION**

**35 Amendment of the articles of association**

- 35.1** The General Meeting may resolve to amend these articles of association.
- 35.2** A resolution to amend these articles of association as a result of which the voting rights will be amended can only be adopted by unanimous vote in a meeting where the entire issued capital of the Company is represented.
- 35.3** A resolution to amend these articles of association as a result of which a place outside the Netherlands will be designated as place where General Meetings will be held, can only be adopted by unanimous vote in a meeting where the entire issued capital of the Company is represented and provided that all Persons with Meeting Rights have consented to the amendment of the articles of association.
- 35.4** When a proposal to amend these articles of association is to be made to the General Meeting, the notice convening the General Meeting must state so and a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by the Shareholders and the other Persons with Meeting Rights, until the conclusion of the meeting. From the day of deposit until the day of the meeting, a Shareholder or other Person with Meeting Rights shall, on application, be provided with a copy of the proposal free of charge. An amendment of these articles of association shall be laid down in a notarial deed.

**36 Change of corporate form**

The Company may change its corporate form into a different legal form. A change of the corporate form shall require a resolution to change the

corporate form adopted by the General Meeting, and a resolution to amend these articles of association. A change of the corporate form shall furthermore be subject to the relevant provisions of Book 2 of the Dutch Civil Code. A change of the corporate form shall not terminate the existence of the legal entity.

**37 Statutory merger and statutory demerger**

**37.1** The Company may enter into a statutory merger with one or more other legal entities. A resolution to effect a merger may only be adopted on the basis of a merger proposal prepared by the management boards of the merging legal entities. Within the Company, the resolution to effect a merger shall be adopted by the General Meeting. However, in the cases referred to in Section 2:331 of the Dutch Civil Code, the resolution to effect a merger may be adopted by the Management Board.

**37.2** The Company may be a party to a statutory demerger. The term “demerger” shall include both split-up and spin-off. A resolution to effect a demerger may only be adopted on the basis of a demerger proposal prepared by the management boards of the parties to the demerger. Within the Company, the resolution to effect a demerger shall be adopted by the General Meeting. However, in the cases referred to in Section 2:334ff of the Dutch Civil Code, the resolution to effect a demerger may be adopted by the Management Board.

**37.3** Statutory mergers and statutory demergers shall furthermore be subject to the relevant provisions of Book 2, Title 7, of the Dutch Civil Code.

**38 Dissolution and liquidation**

**38.1** The Company may be dissolved pursuant to a resolution to that effect by the General Meeting. When a proposal to dissolve the Company is to be made to the General Meeting, this must be stated in the notice convening the General Meeting.

**38.2** If the Company is dissolved pursuant to a resolution of the General Meeting, the Managing Directors shall become liquidators of the dissolved Company's assets, unless the General Meeting resolves to appoint one or more other persons as liquidator.

**38.3** During liquidation, the provisions of these articles of association shall remain in force to the extent possible.

**38.4** The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to their Shareholding.

**38.5** After the end of the liquidation, the books, records and other data carriers of the dissolved Company shall remain in the custody of the person designated for that purpose by the General Meeting, and in the absence thereof the person designated for that purpose by the liquidators, for a period as prescribed by the laws of the Netherlands.

**38.6** In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code.



# Uittreksel Handelsregister Kamer van Koophandel

.....  
**KvK-nummer** 55492584

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**Rechtspersoon**

RSIN 851736877  
Rechtsvorm Besloten Vennootschap  
Statutaire naam Isolux Infrastructure Netherlands B.V.  
Statutaire zetel Amsterdam  
Eerste inschrijving handelsregister 13-06-2012  
Datum akte van oprichting 13-06-2012  
Datum akte laatste statutenwijziging 02-04-2013  
Geplaatst kapitaal USD 4.080.213,21  
Gestort kapitaal USD 3.374.093,08  
Deponering jaarstuk De jaarrekening over boekjaar 2012 is gedeponeed op 22-08-2013.

.....  
**Onderneming**

Handelsnaam Isolux Infrastructure Netherlands B.V.  
Startdatum onderneming 13-06-2012 (datum registratie: 13-06-2012)  
Activiteiten SBI-code: 6420 - Financiële holdings  
SBI-code: 7740 - Lease van niet-financiële immateriële activa

Werkzame personen 0

.....  
**Vestiging**

Vestigingsnummer 000025143441  
Handelsnaam Isolux Infrastructure Netherlands B.V.  
Bezoekadres Strawinskyalaan 411, 1077XX Amsterdam  
Postadres Postbus 79141, 1070ND Amsterdam  
Telefoonnummer 0205752727  
Faxnummer 0205752726  
Datum vestiging 13-06-2012 (datum registratie: 13-06-2012)  
Activiteiten SBI-code: 6420 - Financiële holdings  
SBI-code: 7740 - Lease van niet-financiële immateriële activa  
Het houden van concessies of vergunningen, het aangaan van publieke of private werken en houdster- en financieringsactiviteiten.

Werkzame personen 0

.....  
**Bestuurders**

Naam Varela Ullastres, Santiago  
Geboortedatum en -plaats 08-09-1968, Madrid, Spanje  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel CEO  
Bevoegdheid Alleen/zelfstandig bevoegd



# Uittreksel Handelsregister Kamer van Koophandel

KvK-nummer 55492584

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Naam Rottinghuis, Robert Hendrik  
Geboortedatum en -plaats 02-06-1981, Naarden  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam Gomis Cañete, José  
Geboortedatum en -plaats 23-09-1953, Madrid, Spanje  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam Delso Heras, Luis Antonio  
Geboortedatum en -plaats 20-07-1952, Madrid, Spanje  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam Portela Álvarez, Antonio de Padua  
Geboortedatum en -plaats 27-03-1953, Vigo, Spanje  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam Siemssen, Jan Hendrik  
Geboortedatum en -plaats 15-04-1962, Hamburg, Bondsrepubliek Duitsland  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam den Heijer, Arie Cornelis Igmarr  
Geboortedatum en -plaats 11-05-1966, 's-Gravenhage  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur A  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam Samson, Patrick  
Geboortedatum en -plaats 22-07-1971, Le Mans, Frankrijk  
Datum in functie 29-10-2012 (datum registratie: 31-10-2012)  
Titel Directeur B  
Bevoegdheid Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)



# Uittreksel Handelsregister Kamer van Koophandel

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**KvK-nummer** 55492584  
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**Pagina** 3 (van 3)  
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Naam	Bruno, Guilmette
Geboortedatum en -plaats	10-02-1966, Montreal, Canada
Datum in functie	29-10-2012 (datum registratie: 31-10-2012)
Titel	Directeur B
Bevoegdheid	Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam	Sonnenstein, Steven Mark
Geboortedatum en -plaats	19-01-1975, Montreal, Canada
Datum in functie	29-10-2012 (datum registratie: 31-10-2012)
Titel	Directeur B
Bevoegdheid	Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

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Uittreksel is vervaardigd op 10-01-2014 om 15.01 uur.  
Voor uittreksel

mw. Hankie van Baasbank, Raad van Bestuur



# The Netherlands Chamber of Commerce Commercial Register extract

Commercial Register No. 55492584

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## Legal entity

RSIN	851736877
Legal form	Private Limited Liability Company (Besloten Vennootschap)
Statutory name	Isolux Infrastructure Netherlands B.V.
Corporate seat	Amsterdam
First entry in Commercial Register	13-06-2012
Date of deed of incorporation	13-06-2012
Date of deed of last amendment to the Articles of Association	02-04-2013
Issued capital	USD 4.080.213,21
Paid-up capital	USD 3.374.093,08
Filing of the annual accounts	The annual accounts for the financial year 2012 were filed on 22-08-2013.

## Company

Trade name	Isolux Infrastructure Netherlands B.V.
Company start date	13-06-2012 (registration date: 13-06-2012)
Activities	SBI-code: 6420 - Financial holdings SBI-code: 7740 - Leasing of intellectual property and similar products, except copyrighted works
Employees	0

## Establishment

Establishment number	000025143441
Trade name	Isolux Infrastructure Netherlands B.V.
Visiting address	Strawinskylaan 411, 1077XX Amsterdam
Postal address	Postbus 79141, 1070ND Amsterdam
Telephone number	+310205752727
Fax number	+310205752726
Date of incorporation	13-06-2012 (registration date: 13-06-2012)
Activities	SBI-code: 6420 - Financial holdings SBI-code: 7740 - Leasing of intellectual property and similar products, except copyrighted works For further information on activities, see Dutch extract.
Employees	0

## Board members

Name	Varela Ullastres, Santiago
Date and place of birth	08-09-1968, Madrid, Spain
Date of entry into office	29-10-2012 (registration date: 31-10-2012)
Title	CEO



# The Netherlands Chamber of Commerce Commercial Register extract

Commercial Register No. 55492584

Page 2 (of 3)

Powers

Solely/independently authorised

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

Rottinghuis, Robert Hendrik  
02-06-1981, Naarden  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

Gomis Cañete, José  
23-09-1953, Madrid, Spain  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

Delso Heras, Luis Antonio  
20-07-1952, Madrid, Spain  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

Portela Álvarez, Antonio de Padua  
27-03-1953, Vigo, Spain  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

Siemssen, Jan Hendrik  
15-04-1962, Hamburg, Federal Republic of Germany  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office  
Title  
Powers

den Heijer, Arie Cornelis Igmarr  
11-05-1966, 's-Gravenhage  
29-10-2012 (registration date: 31-10-2012)  
Directeur A  
Authorised jointly (with other board member(s), see articles)

Name  
Date and place of birth  
Date of entry into office

Samson, Patrick  
22-07-1971, Le Mans, France  
29-10-2012 (registration date: 31-10-2012)



# The Netherlands Chamber of Commerce Commercial Register extract

Commercial Register No. 55492584

Page 3 (of 3)

Title Directeur B  
Powers Authorised jointly (with other board member(s), see articles)

Name Bruno, Guilmette  
Date and place of birth 10-02-1966, Montreal, Canada  
Date of entry into office 29-10-2012 (registration date: 31-10-2012)  
Title Directeur B  
Powers Authorised jointly (with other board member(s), see articles)

Name Sonnenstein, Steven Mark  
Date and place of birth 19-01-1975, Montreal, Canada  
Date of entry into office 29-10-2012 (registration date: 31-10-2012)  
Title Directeur B  
Powers Authorised jointly (with other board member(s), see articles)

Extract was made on 10-01-2014 at 15.02 hours.  
For extract

mw. Hankie van Baasbank, Raad van Bestuur

**APOSTILLE**

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS  
This public document
2. Has been signed by: H. van Baasbank
3. Acting in the capacity of: Raad van Bestuur
4. Bears the seal/stamp of:  
-----  
Certified
5. At Amsterdam
6. On 14 januari 2014
7. By the clerk of the Court of Amsterdam
8. No:
9. Seal/Stamp: **01487**
10. Signature  
mw. S.H.M. van Breene



## **Appendix D-2: Proposer Teaming Agreement or Key Terms**

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## Section 5

I-69 Development Partners

### **Appendix D-2: Proposer Teaming Agreements or Key Terms**

This section is not applicable to the I-69 Development Partners.

**Appendix D-3: Executed Contracts  
or Term Sheets / Head of Terms**

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## Section 5

I-69 Development Partners

### Appendix D-3: Executed Contracts or Term Sheets/Heads of Terms

The following I-69 DP Team members have provided documents:

- Isolux Infrastructure Netherlands B.V. and Corsan-Corviam Construccion, S.A.
- I-69 Development Partners - Proposer and Lead O&M Contractor Letter
- Corsan-Corviam Construccion, S.A. and AZTEC-TYPSA Teaming Agreement
- AZTEC-TYPSA JV (Pending Formation Document)

January 21, 2014

Isolux Infrastructure Netherlands, B.V.  
Caballero Andante, 8  
28021 - Madrid (España)  
Attention: José R. Ballesteros, Authorized Representative

**Re: I-69 Section 5 Project - Design-Build Contract Commitment Letter**

Dear Sir:

In connection with the proposal (the “**Proposal**”) to be submitted by I-69 Development Partners (the “**Proposer**”) on behalf of Isolux Infrastructure Netherlands, B.V. (“**Isolux Infra**”) in response to the Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the I-69 Section 5 Project (the “**Project**”) issued by the Indiana Finance Authority (the “**IFA**”) on October 15, 2013 (as amended by Addenda 1, 2, 3 and 4, the “**RFP**”), Corsán-Corviam Construcción, S.A. (the “**Design-Build Contractor**”) wishes to enter into this letter agreement with Isolux Infra. Isolux Infra and Design-Build Contractor are herein collectively referred to as “**Parties**” and individually referred to as a “**Party**.” All capitalized terms used and not otherwise defined herein shall have the same meanings as specified in the Design-Build Term Sheet for the Project attached hereto as **Exhibit A** (the “**DB Term Sheet**” and, together with this letter agreement and all attachments hereto, this “**Commitment Letter**”).

**1. Acknowledgement:** The Design-Build Contractor acknowledges that:

(a) if the Proposer is selected as the Preferred Proposer (as defined in the RFP) Isolux Infra will establish a special purpose entity (the “**Developer**”) to execute and deliver the Design-Build Contract and the PPA, and

(b) the Design-Build Contractor has carefully and thoroughly reviewed and considered (i) the DB Term Sheet, and (ii) the RFP, including the PPA, the Technical Provisions and the Reference Information Documents (as each such term is defined in the RFP).

**2. Agreement to Execute the Design-Build Contract:**

(a) The Design-Build Contractor commits to (i) agree to the final form of the Design-Build Contract with Isolux Infra within seven days after selection of the Proposer as the Preferred Proposer and (ii) enter into the Design-Build Contract with the Developer by the time required by the RFP if the Proposer is selected as the Preferred Proposer by the IFA, in each case on the terms set forth in the DB Term Sheet and in a manner consistent with the terms thereof. The Design-Build Contractor has received all necessary approvals to execute and deliver the Design-Build Contract.

(b) Design-Build Contractor also commits to deliver each of the other documents to be provided by the Design-Build Contractor on the terms, and as and when required by, the DB Term Sheet, including among others:

1. the Performance Bond and Payment Bond;
2. the Design-Build Letter of Credit; and
3. the Advance Payment Security.

(c) The Design-Build Contractor will deliver all further instruments and documents, and take all further action that may be necessary or that any party may reasonably request, in order to achieve commercial and financial close on the basis contemplated in the RFP.

3. **Contract Price:** The Design-Build Contract Price that shall be payable to Design-Build Contractor under the Design-Build Contract is \$[●] (the amount is not included pursuant to ITP, Exhibit B, Section 3.0). The Design-Build Contract Price is based on the construction payment items and schedule of payments attached hereto as **Exhibit B**.
4. **Changes Required by Modifications to PPA:** The Design-Build Contractor shall not propose any changes to the terms set forth in the DB Term Sheet, including with respect to schedule and scope of work, other than those changes which are necessitated as a result of modifications to the PPA agreed to by the Proposer, on behalf of Isolux Infra, after submission of its Proposal, which modifications cause the obligations of the Design-Build Contractor to deviate in any material respect from those set forth in the DB Term Sheet. In such case, the Parties shall, acting reasonably and in good faith, negotiate a mutually acceptable solution to appropriately reflect such changes in the DB Term Sheet.
5. **Cooperation:** Commencing on the date hereof, the Parties agree to (a) cooperate to coordinate activities and to make and keep available their negotiating teams so the Design-Build Contract can be put in final form within seven days after selection of the Proposer as the Preferred Proposer, and (ii) if the Proposer is selected as the Preferred Proposer by the IFA, execute the Design-Build Contract by the time required by the RFP, in each case on the terms set forth in the DB Term Sheet and in a manner consistent with the terms thereof.
6. **Changes Proposed by Lead Underwriter(s):** The Design-Build Contractor agrees to modify the Design-Build Contract to accommodate and include any requirements of the Lead Underwriter(s) (as defined in the RFP) and the rating agencies; provided, that, if the requirements of the Lead Underwriter(s) or the rating agencies result in a material increase of the Design-Build Contractor's costs, Design-Build Contractor shall be entitled to additional compensation to the extent appropriate to account for such costs. In any case, the compensation, if applicable, shall be agreed upon by the Parties before modifying the Design-Build Contract.
7. **Indemnity:** Isolux Infra intends to provide the Proposal Security and/or the Financial Close Security (each as defined in the RFP) for the Proposal. In the event that the Proposal Security and/or the Financial Close Security is called upon by the IFA or otherwise drawn by, or forfeited to the IFA, the Design-Build Contractor shall indemnify and hold harmless the Proposer and Isolux Infra from and against all claims, liabilities, costs and expenses (collectively, "Losses") arising out of, or in connection with, any payments under the Proposal Security and/or the Financial Close Security, to the extent that such Losses arise out of or are caused by the following:

(a) gross negligence, fraud, willful misconduct or material breach of this Commitment Letter or in relation to the Proposal or the implementation of the Project, by the Design-Build Contractor; or

(b) any withdrawal from the Proposal or this Commitment Letter at any time after the submission of the Proposal by the Design-Build Contractor, without the approval of Isolux Infra.

**8. Commitment Validity Period:** The Design-Build Contractor's commitment to execute the Design-Build Contract shall be valid until the earlier of (i) the expiration of the 180 day period from the Proposal Due Date (as defined in the RFP), which may be extended upon mutual agreement of the Parties, (ii) commercial close (as referred to in the RFP), and (iii) execution of the Design-Build Contract. To the extent the Design-Build Contract is not executed during the 180 day period from the Proposal Due Date, the Design-Build Contractor's commitment shall, at the election of Isolux Infra, stay in place as long as the Design-Build Contract Price is adjusted based on the percentage change in CPI (as defined in the PPA). The percentage change in CPI shall be determined based on the difference between the CPI published on or immediately after 180 days after the Proposal Due Date and the CPI published on or immediately before the date on which the Design-Build Contract is executed. Termination of this Commitment Letter shall not affect a Party's rights and obligations as of the date of termination or any provisions of this Commitment Letter that are intended to survive.

**9. Governing Law:** The governing law of this Commitment Letter shall be the law of the State of New York.

**10. Assignment:** No Party may assign its interest under this Commitment Letter to any third party without the prior written consent of the other Party.

**11. No Third Party Beneficiary:** The terms and provisions of this Commitment Letter are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

**12. Amendments:** This letter may only be amended in writing signed by all Parties.

**13. Dispute Resolution:** Any and all disputes that arise from items contemplated under this Commitment Letter shall be resolved in accordance with the following:

(a) Firstly, the dispute shall be referred to senior management at each of the disputing Parties, who shall endeavor to reach an amicable resolution of the dispute within 20 business days of the referral to them, and then immediately implement any such resolution.

(b) Secondly, if senior management is unable to resolve the dispute within the 20 business days period, either Party may refer the dispute to arbitration, in which case the dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by three appointed arbitrators in accordance with the above Rules. The venue of arbitration shall be Indianapolis, Indiana, and the language of the arbitration shall be English.

(c) All disputes shall be dealt with in a timely manner and as expeditiously as possible.

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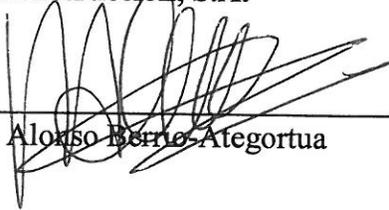
If the foregoing correctly sets forth our agreement, please indicate Isolux Infra's acceptance of the terms hereof by returning to us executed counterparts hereof.

Yours sincerely,

**Corsán-Corviam Construcción, S.A.**

Signed by: \_\_\_\_\_

Name: Mr. Nicolás Alonso Berrio Atehortua  
Title Attorney

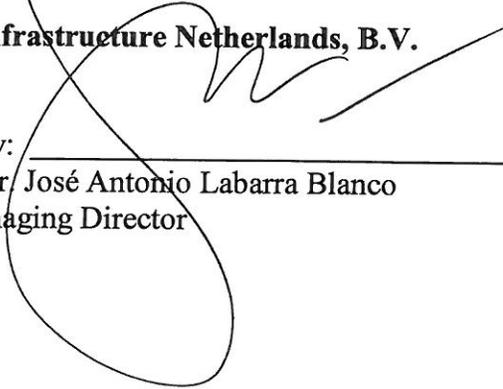


Accepted and agreed to as of the date first set forth above:

**Isolux Infrastructure Netherlands, B.V.**

Signed by: \_\_\_\_\_

Name: Mr. José Antonio Labarra Blanco  
Title Managing Director



**EXHIBIT A  
DB TERM SHEET  
FOR THE I-69 SECTION 5 PROJECT**

**EXHIBIT B  
CONSTRUCTION PAYMENT ITEMS AND SCHEDULE OF PAYMENTS  
FOR THE I-69 SECTION 5 PROJECT**

**(The amounts in the construction payment items and schedule of payments are not included pursuant to ITP, Exhibit B, Section 3.0)**

**TERM SHEET FOR A DESIGN-BUILD CONTRACT FOR THE  
I-69 SECTION 5 PROJECT**

**(this "Term Sheet")**

**between**

**Isolux Infrastructure Netherlands, B.V.**

**("Isolux Infra")**

**and**

**Corsán-Corviam Construcción, S.A.**

**("Design-Build Contractor")**

The defined terms used in this Term Sheet shall have the meanings given herein or, if not so defined herein, in the PPA, as defined below.

Developer and Design-Build Contractor are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

**I. PREAMBLE**

(A) The Indiana Finance Authority, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the State of Indiana (the "**IFA**"), wishes to design, construct, finance, operate and maintain the I-69 Section 5 project (the "**Project**") through a public-private partnership.

(B) The IFA expects to authorize the execution of a public-private agreement for the Project, which will be entered into between the IFA and the preferred proposer selected by IFA (together with all exhibits, forms, appendices, addenda, attachments or other documents affixed to or expressly incorporated therein by reference, the "**PPA**").

(C) I-69 Development Partners (the "**Proposer**") is bidding on behalf of Isolux Infra to be awarded the PPA. In the event IFA selects the Proposer as the preferred proposer, Isolux Infra will directly or through subsidiaries form a Delaware limited liability company qualified to do business in Indiana to be named "I-69 Development Partners, LLC" ("**Developer**").

(D) If the Proposer is selected by IFA, Isolux Infra intends to have Developer enter into the PPA with IFA and a lump-sum fixed price, date certain, design-build contract (the "**Design-Build Contract**") with Design-Build Contractor for the performance of agreed upon design and construction obligations that are set out in the PPA and the Design-Build Contract.

(E) The Design-Build Contractor acknowledges that the Design-Build Contract will be based on the terms of the PPA and this Term Sheet and agrees that Design-Build Contractor will assume the obligations specified in the PPA and this Term Sheet to perform the D&C Work and O&M During Construction for the benefit of Developer and IFA.

(F) The Design-Build Contractor acknowledges and agrees that (i) Developer will be a special purpose entity established to enter into the PPA in the event that the Proposer is selected as the preferred proposer by the

IFA and (ii) Design-Build Contractor shall have full responsibility for performance of the obligations under the PPA and the Design-Build Contract with respect to the scope of work specified therein.

(G) This Term Sheet shall be one of the items used by the Proposer in preparing the proposal with respect to the Project to be submitted to the IFA. This Term Sheet shall be the basis for a definitive Design-Build Contract between Developer and Design-Build Contractor.

**II. KEY TERMS BETWEEN DEVELOPER AND DESIGN-BUILD CONTRACTOR**

<p><b>Lump-Sum Fixed Price, Date Certain</b></p>	<p>The Design-Build Contractor shall undertake substantially all of the D&amp;C Work and O&amp;M During Construction relating to the Project on a turnkey, lump-sum fixed price, date certain basis. The only elements of D&amp;C Work and O&amp;M During Construction to be undertaken by Developer are the limited items specified in <u>Schedule A hereto (Developer Responsibilities for D&amp;C Work and O&amp;M During Construction)</u>.</p>
<p><b>Back-to-Back Obligations</b></p>	<p>Under the Design-Build Contract, Design-Build Contractor shall assume and be required to comply with, on a back-to-back basis, all of Developer's obligations and liabilities set forth in the PPA related to the D&amp;C Work and O&amp;M During Construction to the extent they relate to the design, construction, installation and completion of the Project and the O&amp;M During Construction, and such obligations and liabilities shall be deemed included as part of Design-Build Contractor's obligations under the Design-Build Contract.</p>
<p><b>Scope of Work</b></p>	<p>For the avoidance of doubt, the sole intention of the Parties in providing the description of the scope of work in this Section of the Term Sheet is to illustrate the back-to-back nature of the Design-Build Contract. The Design-Build Contractor shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>In cases where the scope of works requires Design-Build Contractor to submit, on behalf of Developer or IFA, an application for a permit and/or an approval by a third party, the Design-Build Contractor shall be responsible for obtaining such permit and/or approval. The Parties acknowledge that the decision to grant such permit and/or approval is beyond the control of the Parties; however, if Design-Build Contractor does not obtain the permit and/or approval, the liability provisions of the Design-Build Contract will apply.</p> <p>Subject to this Term Sheet, including the limited exceptions specified in <u>Schedule A hereto (Developer Responsibilities for D&amp;C Work and O&amp;M During Construction)</u>, Design-Build Contractor's scope of work shall include, but not be limited to, all of the D&amp;C Work required under the PPA, including the Technical Provisions and other related documents, and any other work or activity necessary to carry out the design and construction of the Project and O&amp;M During Construction required under the PPA, including any and all work and/or services required or appropriate in connection with the design, engineering, review of the Project Right of Way and rights to use such sites, procurement of Additional Property and any required real estate rights additional to the rights to use the Project Right of Way, site preparation, construction, landscaping, installation, commissioning, start up, demonstration, testing and completion of the Project, as well as provision of all materials, equipment, software, machinery, tools, labor, supervision, transportation, administration, training and other services and items required to complete and deliver to Developer the fully integrated and operational Project such that Developer may operate and maintain the Project. Without limiting the foregoing, Design-Build Contractor's scope of work shall include the following:</p> <p>a) The Design-Build Contractor shall perform or cause to be performed all engineering</p>

	<p>activities appropriate for development of the Project and the Utility Adjustments included in the Design Work and/or the Construction Work, including (a) technical studies and analyses; (b) geotechnical, geological, archaeological, seismic, flooding and biological investigations; (c) right-of-way mapping, surveying and appraisals; (d) Utility subsurface investigations and mapping; (e) Hazardous Materials investigations; (f) karst and erosion investigations (to the full extent required to comply with the PPA), and (g) design and construction surveys.</p> <p>b) The Design-Build Contractor shall be responsible for all IFA obligations, commitments and responsibilities under all Environmental Approvals (including, without limitation, the NEPA Documents) that are delegated by IFA to Developer in accordance with the PPA, and all obligations, commitments and responsibilities related to hazardous materials management (as further described below under the heading "Hazardous Materials Management").</p> <p>c) The Design-Build Contractor shall furnish all design and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts which the Design-Build Contract and related agreements expressly specify will be undertaken by Developer, the IFA or other Persons) to construct the Project and maintain it prior to the achievement of the Substantial Completion Date, so as to achieve Substantial Completion and Final Acceptance by the applicable deadlines set forth in the Design-Build Contract.</p> <p>d) The Design-Build Contractor shall be solely responsible for performing, or causing to be performed, the Aesthetics and Landscaping Work and the Standard Landscaping and Aesthetic Treatment Work, in accordance with the PPA Documents. The Design-Build Contractor shall expend no less in connection with the Aesthetics and Landscaping Work than the amount required under the PPA.</p> <p>e) The Design-Build Contractor shall be solely responsible for all Karst Feature Treatment Work in accordance with the PPA and shall not be entitled to any claim for compensation or relief from Developer with respect to such Work other than for any compensation or relief paid to Developer under the PPA with respect to such Work.</p> <p>f) The Design-Build Contractor shall be responsible for performing all O&amp;M During Construction in accordance with the PPA, including Section 18 of the Technical Provisions and its Attachments, except for O&amp;M Work for portions of the Project for which Design-Build Contractor has met, to Developer or IFA's satisfaction, the criteria for completion of construction under the Design-Build Contract and with the exceptions specified in <u>Schedule A hereto (Developer Responsibilities for D&amp;C Work and O&amp;M During Construction)</u>.</p> <p>g) The Design-Build Contractor shall be obligated to accept and undertake any Safety Compliance Orders in respect of the Work issued by IFA. The Design-Build Contractor will participate together with the Developer in the consultation process established by IFA prior to issuance of a Safety Compliance Order (unless excused in the case of Emergency as per the PPA). The Design-Build Contractor shall assume the costs for any Delay Costs or Extra Work Costs to the extent Work performed under a Safety Compliance Order does not meet the requirements of the PPA.</p>
<b>Milestones and</b>	Bridge construction, roadway construction (secondary or primary), building demolition, and

<p><b>Milestone Deadlines</b></p>	<p>utility relocation work in the Bloomington area shall be initiated in 2014 and shall continue on an ongoing basis until complete.</p> <p>Additionally, Design-Build Contractor shall achieve each of the following "<b>Milestones</b>" by the identified "<b>Milestone Deadline</b>".</p> <table border="1" data-bbox="410 428 1515 1329"> <thead> <tr> <th data-bbox="410 428 1338 527"><b>Milestone:</b></th> <th data-bbox="1338 428 1515 527"><b>Milestone Deadline:</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="410 527 1338 695">1. Utilities Milestone 1: Design-Build Contractor shall have submitted a valid Utilities Milestone Application compliant with the requirements set forth in Section 5.5.11 of the PPA and including a cost estimate for eligible Utility Adjustment Work exceeding \$5,000,000 in aggregate.</td> <td data-bbox="1338 527 1515 695">November 30, 2014</td> </tr> <tr> <td data-bbox="410 695 1338 898">2. Utilities Milestone 2: Design-Build Contractor shall have submitted a valid Utilities Milestone Application compliant with the requirements set forth in Section 5.5.11 of the PPA and including a cost estimate for eligible Utility Adjustment Work exceeding \$20,000,000 in aggregate (including such amounts contemplated in Utility Milestone 1).</td> <td data-bbox="1338 695 1515 898">May 30, 2015</td> </tr> <tr> <td data-bbox="410 898 1338 1066">3. The local access roads and improvements associated with That Road and the overpass and local road improvements associated with Rockport Road have been completed and opened to traffic without the necessity of further Closures</td> <td data-bbox="1338 898 1515 1066">June 1, 2015</td> </tr> <tr> <td data-bbox="410 1066 1338 1234">4. The interchanges and associated entrance and exit ramps at Fullerton Pike and Tapp Road and the overpass and improvements associated with Vernal Pike have been completed and opened to traffic without the necessity of further Closures.</td> <td data-bbox="1338 1066 1515 1234">December 31, 2015</td> </tr> <tr> <td data-bbox="410 1234 1338 1329">5. Substantial Completion</td> <td data-bbox="1338 1234 1515 1329">October 31, 2016</td> </tr> </tbody> </table>	<b>Milestone:</b>	<b>Milestone Deadline:</b>	1. Utilities Milestone 1: Design-Build Contractor shall have submitted a valid Utilities Milestone Application compliant with the requirements set forth in Section 5.5.11 of the PPA and including a cost estimate for eligible Utility Adjustment Work exceeding \$5,000,000 in aggregate.	November 30, 2014	2. Utilities Milestone 2: Design-Build Contractor shall have submitted a valid Utilities Milestone Application compliant with the requirements set forth in Section 5.5.11 of the PPA and including a cost estimate for eligible Utility Adjustment Work exceeding \$20,000,000 in aggregate (including such amounts contemplated in Utility Milestone 1).	May 30, 2015	3. The local access roads and improvements associated with That Road and the overpass and local road improvements associated with Rockport Road have been completed and opened to traffic without the necessity of further Closures	June 1, 2015	4. The interchanges and associated entrance and exit ramps at Fullerton Pike and Tapp Road and the overpass and improvements associated with Vernal Pike have been completed and opened to traffic without the necessity of further Closures.	December 31, 2015	5. Substantial Completion	October 31, 2016
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5. Substantial Completion	October 31, 2016												
<p><b>Duty of Cooperation</b></p>	<p>The Developer and Design-Build Contractor shall cooperate in good faith throughout the term of the Design-Build Contract. Each of Developer and Design-Build Contractor, in accordance with good industry practice, shall comply with the deadlines set out in the PPA and the Design-Build Contract for claims or requests that such Party is responsible for, including requests for relief submitted to IFA. If either Party fails to comply with this duty, such Party shall compensate, defend, indemnify and hold harmless the other Party.</p>												
<p><b>Performance Standards</b></p>	<p>The Design-Build Contractor shall be required to comply with, and cause the D&amp;C Work, O&amp;M During Construction and the Project to comply with (i) Good Industry Practice, (ii) the Technical Provisions (including attachments and Project Standards), (iii) applicable state and federal laws, and (iv) any other requirements of the PPA Documents. The Design-Build Contractor shall construct and erect the Project in a good and workmanlike manner.</p>												
<p><b>Project Right of Way; Access</b></p>	<p>Under the PPA, the IFA has agreed to obtain and provide the Project Right of Way at the IFA's cost, except for the acquisition of Additional Property in accordance with the PPA, for which the Design-Build Contractor will be solely responsible for the acquisition and payment of the costs. Design-Build Contractor will be responsible for all of the Work pursuant to Section 17 of the Technical Provisions, including, but not limited to, designing and</p>												

	<p>constructing limited access Project Right of Way fence, survey monumentation assemblies, reference monuments, and any other items associated with monuments in accordance with the Project Standards, including fence design and construction adjacent to residential or commercial properties with maintained lawns.</p> <p>Upon receipt of the Project Right of Way from the IFA, Developer will provide immediate access to the Project Right of Way to Design-Build Contractor for purposes of performance of the D&amp;C Work and O&amp;M During Construction in accordance with the PPA. Should the Project Right of Way and the rights to use those sites not be sufficient for Design-Build Contractor to undertake and complete the D&amp;C Work in accordance with the Design-Build Contract, Design-Build Contractor's rights against Developer are limited to such relief as is granted by the IFA to Developer under the PPA.</p>
<b>Contract Execution; Term</b>	<p>In the event IFA selects Proposer as the preferred proposer, Design-Build Contractor and Developer shall agree on the final form of the Design-Build Contract and Proposer will submit a copy of the final form of the Design-Build Contract to the IFA within seven days of receiving notice that Proposer is the preferred proposer. The Design-Build Contract will be executed by Developer and Design-Build Contractor and delivered to IFA in accordance with, and by the time required by, the RFP; provided, that the Design-Build Contract shall only take effect upon execution of the PPA. The Design-Build Contract shall remain in effect until all Parties' obligations thereunder have been fulfilled unless earlier terminated pursuant to the terms of the Design-Build Contract.</p>
<b>Project Management Plan; Deliverables</b>	<p>The Design-Build Contractor is responsible for all quality assurance and quality control activities necessary to manage the D&amp;C Work and O&amp;M During Construction included in the scope of work, including the Utility Adjustment Work. Design-Build Contractor shall undertake all aspects of quality assurance and quality control for the Project, D&amp;C Work and O&amp;M During Construction in accordance with the approved Project Management Plan, Good Industry Practice and applicable Law.</p> <p>The Design-Build Contractor shall develop and submit the Project Management Plan and its component parts, plans and other documentation, and shall be responsible for developing and submitting all of the other deliverables identified in Section 20 of the Technical Provisions, unless otherwise specified in <u>Schedule A hereto (Developer Responsibilities for D&amp;C Work and O&amp;M During Construction)</u>. All such deliverables shall be developed in accordance with the requirements of the Technical Provisions and Good Industry Practice and shall be subject to the review and approval of Developer, in its good faith discretion, prior to submission to IFA.</p>
<b>Oversight, Inspection and Testing</b>	<p>The IFA, in accordance with the PPA, and Developer each shall have the right at all times to conduct Oversight.</p>
<b>Subcontractors and Labor</b>	<p>The Design-Build Contractor shall be entitled to enter into subcontracts for portions of the D&amp;C Work and O&amp;M During Construction. The Design-Build Contractor shall be solely responsible and liable to Developer for any part of the D&amp;C Work and O&amp;M During Construction that is performed by subcontractors; subcontracting shall not relieve Design-Build Contractor of any of its obligations, liabilities or responsibilities under the Design-Build Contract. Each material subcontract shall be assigned to Developer in the event of a termination of Design-Build Contractor or to the Lenders in respect of a foreclosure.</p> <p>The Developer shall have the right to approve any Key Contractors (to be defined based on</p>

	<p>the PPA) that Design-Build Contractor proposes to subcontract with.</p> <p>The Design-Build Contractor is obligated to comply with the provisions of the PPA in respect of contracting, labor and wages. The Design-Build Contractor is required to pay, and to cause its contractors to pay, prevailing wages (the higher of wages determined under the federal Davis-Bacon Act or the Indiana prevailing wage statute) to workers performing Construction Work.</p>
<p><b>Changes in Scope of Work</b></p>	<p>a) <u>Design-Build Contractor Initiated Changes</u>. For changes in Work initiated by Design-Build Contractor, Design-Build Contractor shall be obligated to fulfill all terms and conditions included in the PPA for the processing and approval of the Change Request. If a change in Work requested by the Design Build Contractor has a material impact on Developer's performance, Design-Build Contractor shall obtain Developer's prior written approval, which shall not be unreasonably withheld. Any Change Order initiated by the Design-Build Contractor will be subject to approval by the Lenders under the Funding Agreements.</p> <p>b) <u>IFA Initiated Changes</u>. The Design-Build Contractor shall be obligated to accept and undertake any changes to the Work that are initiated by IFA through a Directive Letter in accordance with the PPA. The Design-Build Contractor shall cooperate in good faith and use best efforts to comply with an IFA-initiated Change Order that is not a Directive Letter. In such case, Design-Build Contractor's acceptance of the change in Work will not be unreasonably denied or withheld, in accordance with the requirements of the PPA; provided, however, that Design-Build Contractor acknowledges that if IFA and Developer are unable to reach agreement on a Change Order, IFA may, in its sole discretion, resolve the Dispute according to the Dispute Resolution Procedures without issuing a Directive Letter, or deliver to Developer a Directive Letter directing Developer to proceed with the performance of the Work in question notwithstanding such disagreement.</p> <p>c) <u>Developer Initiated Changes</u>. For changes in Work initiated by Developer, Design-Build Contractor shall provide Developer with a price and schedule impact estimate and such other items required under the PPA and shall cooperate and work in good faith with Developer to reach agreement with IFA on market terms and conditions and in accordance with the PPA. If Developer and Design-Build Contractor cannot reach agreement with respect to the change, Developer will have the right to contract the Work associated with the change to a third party.</p>
<p><b>Site Conditions</b></p>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract; therefore, the Design-Build Contractor, shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>Subject to the specific relief available to Design-Build Contractor for Relief Events under the PPA, Design-Build Contractor shall bear the risk of any incorrect or incomplete review, examination and investigation by it of the Site and surrounding locations (even if Design-Build Contractor conducted a Reasonable Investigation), and of any incorrect or incomplete information resulting from preliminary engineering activities conducted by Design-Build Contractor, Developer, the IFA or any other Person.</p>

	<p>Subject to the specific relief available for Relief Events under the PPA, Design-Build Contractor shall bear the risk of all conditions occurring on, under or at the Site, including, but not limited to, (a) physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area, (b) changes in surface topography, (c) variations in subsurface moisture content, (d) variations in groundwater levels; (e) Utility facilities, (f) the presence or discovery of Hazardous Materials, including contaminated groundwater, (g) the discovery at, under or on the Project Right of Way of any archeological, paleontological, cultural or historical resources, (h) the discovery at, near or on the Project Right of Way of any Threatened or Endangered Species, (i) conditions related to karst features (as such risk is allocated to Developer under the PPA), and (j) any other site condition that may appear during design and construction of the Project.</p> <p>The Design-Build Contractor shall be entitled to monetary or schedule relief in respect of a Relief Event for the discovery of specified site conditions to the extent permitted by the Design-Build Contract and only to the extent the IFA provides relief to Developer for such event under the PPA. The Design-Build Contractor will have no right to monetary or schedule relief unless and until the IFA (or other authorized authority) recognizes the Developer's right to such relief and makes payment, if applicable, to the Developer. Any amounts due to Design-Build Contractor shall be payable thirty (30) days after the date on which Developer receives payment for such Relief Event.</p>
<b>Government Approvals</b>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract; therefore, the Design-Build Contractor, shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>The Design-Build Contractor shall assume responsibility for continuing application for, processing and obtaining of any and all Environmental Approvals other than the IFA-Provided Approvals. The Design-Build Contractor shall obtain all other Governmental Approvals, including but not limited to, those required in connection with (i) the D&amp;C Work and (ii) the Project or the Project Right of Way through the date of Final Acceptance, and all other permits, licenses and approvals necessary to carry out Design-Build Contractor's scope of work. In addition, Design-Build Contractor shall assume responsibility for, and shall obtain, any modifications, renewals and extensions of the IFA-Provided Approvals required in connection with (a) Developer's Schematic Design or Final Design or (b) a Relief Event. Design-Build Contractor shall deliver to Developer and IFA true and complete copies of all new or amended Governmental Approvals.</p> <p>The Developer shall be responsible for continuing application for, processing or obtaining of a Governmental Approval only to the extent such responsibility cannot be assumed by Design-Build Contractor, and must be assumed by Developer under relevant Law or other similar requirement.</p>
<b>Utility Adjustments</b>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract; therefore, the Design-Build Contractor, shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>Except for Type 1 Utility Adjustments as described in Section 15.1.2 of the Technical</p>

	<p>Provisions, Design-Build Contractor shall be responsible for causing, in accordance with the Project Schedule, all Utility Adjustments necessary to accommodate construction of the Project as located under the Final Design. Except for (a) costs under Type 1 Utility Adjustments, (b) costs for acquisition of any other real property interests shown on the ROW Work Maps (for which the IFA is solely responsible to acquire) and (c) as otherwise provided under the PPA Documents, including in Section 15.1 of the Technical Provisions, Design-Build Contractor is responsible for all costs of the Utility Adjustment Work, including costs of acquiring Replacement Utility Property Interests and costs with respect to relinquishment or acquisition of Existing Utility Property Interests, but excluding costs attributable to Betterment and any other costs for which the Utility Owner is responsible under applicable Law.</p> <p>Design-Build Contractor shall prepare and submit to IFA each Utilities Milestone Application in accordance with the PPA, subject to the review and approval of Developer in its good faith discretion, not to be unreasonably withheld, prior to submission to IFA.</p>
<p><b>Hazardous Materials Management</b></p>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract; therefore, the Design-Build Contractor, shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>Without limiting IFA's role or responsibilities set forth in the PPA, and except for the portions of the Project which have been completed and accepted by Developer/IFA and for which Developer is performing O&amp;M Work, Design-Build Contractor shall undertake Hazardous Materials Management of all Hazardous Materials and Hazardous Environmental Conditions, including contaminated groundwater, in accordance with applicable Law, Governmental Approvals, the Hazardous Materials Management Plan, and all applicable provisions of the Design-Build Contract, the PPA and related documents, and shall cooperate with the IFA in carrying out the IFA's responsibilities, as applicable.</p> <p>The Design-Build Contractor shall be considered the sole generator and arranger for (a) Design-Build Contractor Releases of Hazardous Materials (to be defined based on the PPA) and (b) Hazardous Materials that migrate into, onto or under the Project Right of Way from points of origin located outside the boundaries of such Project Right of Way where the source of such Hazardous Materials is a DBC-Related Entity (to be defined based on the PPA) in the course of performing Work. To the extent permitted by applicable Law, Design-Build Contractor shall indemnify, save, protect and defend Developer from claims, causes of action and losses arising out of or resulting from the off-site disposal of such Hazardous Materials for which Design-Build Contractor is considered the generator or arranger. The foregoing indemnity shall survive the expiration or termination of the Design-Build Contract.</p> <p>To the extent it is unclear who is responsible for a Release of Hazardous Materials, as between Design-Build Contractor and Developer, an independent expert shall assess liability according to a process to be specified in the Design-Build Contract.</p>
<p><b>Warranties</b></p>	<p>The Design-Build Contractor shall warrant that the materials and equipment furnished shall be free of defects and of good quality and that the D&amp;C Work shall meet all requirements of the Design-Build Contract. The "<b>Warranty Period</b>" is the 24 months following the Final Acceptance Date. The "<b>Latent Defect Period</b>" is the 10 years following the Final Acceptance Date or such longer period as may be provided by law. During the Warranty</p>

	<p>Period, Design-Build Contractor shall remedy any defects and correct any Work that does not meet all requirements of the Design-Build Contract. During the Latent Defect Period, Design-Build Contractor shall first be given a reasonable opportunity to carry out, or cause to be carried out, the corrective work, and shall remain liable for the cost of any corrective work incurred by Developer if Design-Build Contractor does not carry out, or cause to be carried out, the corrective work. The Design-Build Contractor shall maintain the Design-Build Letter of Credit (as defined below under the heading "Payment and Performance Security; Direct Agreements") until the end of the Warranty Period of 24 months.</p>
<p><b>Developer's Right to Carry Out Work</b></p>	<p>If Design-Build Contractor defaults or neglects to carry out the D&amp;C Work or O&amp;M During Construction in accordance with the requirements of the Design-Build Contract or if there are defects or deficiencies in the D&amp;C Work or O&amp;M During Construction that Design-Build Contractor refuses or neglects to repair after receipt of notice from Developer to correct such default, neglect, defect or deficiency with diligence and promptness, Developer may correct the same. The costs of such work performed by Developer will be borne by Design-Build Contractor.</p>
<p><b>Compensation and Payments</b></p>	<p>The lump sum fixed price that shall be payable to Design-Build Contractor for the performance of the D&amp;C Work and O&amp;M During Construction is set forth in the Commitment Letter to which this Term Sheet is attached (the "<b>Design-Build Contract Price</b>"), which shall include any and all fees, levies, value-added or other applicable local, state or national taxes. The Design-Build Contractor shall submit monthly payment applications, subject to review and audit by Developer and the Lenders' technical advisor.</p> <p>The Design-Build Contract will also provide a monthly maximum aggregate payment schedule. Under that schedule, Design-Build Contractor may not seek to draw more (in aggregate) than the amount provided for that month.</p> <p>The Design-Build Contractor shall be entitled to an advance payment of ten percent (10%) of the Design-Build Contract Price (the "<b>Advance Payment</b>") which shall be included in the monthly maximum aggregate payment schedule and be payable no later than 15 days after the first disbursement to Developer from the bond proceeds account. The Advance Payment will be deducted from the monthly payments of the Design-Build Contract Price in amounts and at the times to be agreed upon in the Design-Build Contract. The Design-Build Contractor shall provide a standby letter of credit or surety bond for the amount of the Advance Payment that will be reduced proportionally as Work advances.</p> <p>The Developer will retain a proportional amount of each of the monthly payments to be made to the Design-Build Contractor under the Design-Build Contract such that the aggregate amount of such withholding equals, as of the Substantial Completion Date, \$13,000,000 (the "<b>Developer Retained Amount</b>"). The Developer will not retain any portion of the Advance Payment for purposes of the Developer Retained Amount. The Developer Retained Amount will be paid to Design-Build Contractor when Developer makes its final payment to Design-Build Contractor following Substantial Completion; provided, however, that Developer will be entitled to keep (on a back-to-back basis) a portion of the Developer Retained Amount equal to the amount of any Substantial Completion Milestone Payment Adjustment made by IFA to the extent such adjustment by IFA is caused by any action, omission, failure or breach of Design-Build Contractor and the amount of such adjustment by IFA has not been or cannot be deducted from or offset against any other amounts owing from Developer to Design-Build Contractor, including any final payment made by Developer following Substantial</p>

	Completion.
<b>Noncompliance Events</b>	<p>IFA may adjust the amount of payments otherwise owing to Developer under the PPA on account of Noncompliance Points assessed by IFA under the PPA. The Design-Build Contract Price shall be reduced by the amount, and subject to the same terms and conditions, by which any payment to Developer made by IFA is reduced on account of Noncompliance Points or other adjustments caused by any action, omission, failure or breach of Design-Build Contractor; provided that with respect to any such Noncompliance Points or other adjustments assessed by IFA after full payment of the Design-Build Contract Price, Design-Build Contractor shall pay to Developer an amount equal to the amount by which any payment to Developer made by IFA is reduced on account of such Noncompliance Points or other adjustments.</p> <p>The Design-Build Contractor shall cure Noncompliance Events within the cure periods set out in the PPA, to the extent that breaches or failures in the performance of Design-Build Contractor under the Design-Build Contract or related agreements result in a Noncompliance Event under the PPA.</p>
<b>Financial Close</b>	<p>Design-Build Contractor shall cooperate fully with Developer and the IFA in connection with any of the events contemplated by the PPA for Financial Close, including any competition among eligible Lenders, and provide whatever assistance, support, information or participation is reasonably requested by Developer to successfully achieve Financial Close under the PPA, including delivering such certificates, opinions and other closing documents as are customarily required from a party in the role of Design-Build Contractor in similar transactions on Financial Close.</p> <p>The Design-Build Contractor agrees to modify the terms of the Design-Build Contract to accommodate and include any requirements of the Lenders and rating agencies; provided, that, if the requirements of Lenders or rating agencies result in a material increase of the Design-Build Contractor's costs (to be defined under the Design-Build Contract), Design-Build Contractor shall be entitled to additional compensation to the extent appropriate to account for such costs, and the compensation, if applicable, shall be agreed upon before the execution of the modification of the Design-Build Contract.</p> <p>The Design-Build Contract will include customary obligations for the Design-Build Contractor to cooperate with the Lenders' technical advisor.</p>
<b>Minimum Rating</b>	<p>The bank issuing the Design-Build Letter of Credit (as defined below in "Payment and Performance Security; Direct Agreements") shall have a minimum credit rating for long-term, unsecured debt of not less than "A-/A3" from one of the Rating Agencies. The entity providing the Advance Payment Security (as defined below in "Payment and Performance Security; Direct Agreements") shall have a minimum rating acceptable to the Lenders and the rating agencies.</p>
<b>Insurance</b>	<p>Design-Build Contractor shall procure at its own cost and keep in effect, or cause to be procured and kept in effect, Insurance Policies, which shall include but not be limited to workers' compensation, employer's liability and other similar insurance policies, which shall be the sole responsibility of Design-Build Contractor, and the Insurance Policies required to be procured and maintained by Design-Build Contractor pursuant to the Design-Build Contract to satisfy the requirements of the PPA.</p>

	<p>If any further insurance policies required by IFA, Lenders, rating agencies, insurance audits, or otherwise as is necessary to carry out Design-Build Contractor's scope of work under the Design-Build Contract result in a material increase of the Design-Build Contractor's costs (to be defined under the Design-Build Contract), Design-Build Contractor shall be entitled to additional compensation to the extent appropriate to account for such costs; provided, however, that Design-Build Contractor shall not be entitled to additional compensation for increases in the costs of workers' compensation, employer's liability and other similar insurance policies, and the compensation shall be agreed before the execution of the modification of the Design-Build Contract.</p> <p>With respect to any such Insurance Policies required to be procured by Design-Build Contractor pursuant to the Design-Build Contract, Design-Build Contractor shall produce certificates of insurance and written evidence of insurance as Developer may require in order to satisfy its obligations under the PPA.</p>
<p><b>Commencement of Work; NTP1 and NTP2</b></p>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract; therefore, the Design-Build Contractor, shall not have more nor less duties, liabilities and obligations than those contained in the PPA and in the Design-Build Contract.</p> <p>The Developer will be required under the PPA to satisfy certain conditions before Design-Build Contractor may commence work, as follows:</p> <ul style="list-style-type: none"> <li>a) <u>NTP1</u>. The Developer shall be required to satisfy certain conditions before the IFA will issue NTP1. NTP1 entitles Design-Build Contractor to commence performance of customary construction engineering activities, field staking, conduct of surveys, discussions and initial coordination with Utility Owners about potential utility adjustments and geotechnical investigations.</li> <li>b) <u>CPs to Design Work</u>. The Developer shall be required to satisfy certain additional conditions prior to the commencement of Design Work.</li> <li>c) <u>NTP2</u>. The Developer shall be required to satisfy certain conditions before the IFA will issue NTP2, including achieving Financial Close. NTP2 entitles Design-Build Contractor to commence performance of all Work (other than O&amp;M Work to be performed after Substantial Completion), subject to certain additional conditions precedent to Construction Work, as set forth below.</li> <li>d) <u>CPs to Construction Work</u>. The Developer shall be required to satisfy certain additional conditions prior to the commencement of Construction Work, including obtaining all Governmental Approvals necessary to begin Construction Work, obtaining all rights of access necessary for construction, satisfying all pre-construction requirements contained in the Governmental Approvals, delivery and approval of certain portions of the Project Management Plan, delivery and approval of the Temporary Traffic Control Plan, delivery and approval of construction-related Submittals required by the Project Management Plan, and the adoption of certain policies regarding ethical standards of conduct.</li> </ul> <p>Unless expressly provided otherwise, the obligation to satisfy these conditions will be delegated to Design-Build Contractor. The Design-Build Contractor shall not commence any</p>

	<p>Work until all of the relevant conditions have been satisfied and notices issued pursuant to the PPA.</p> <p>To the extent the PPA is terminated after commencement of work under the Design-Build Contract, but prior to issuance of NTP2, Design-Build Contractor shall be entitled to share in compensation to be received by Developer under the PPA, if any, in a manner to be provided in the Design-Build Contract; provided that Design-Build Contractor shall retain liability for costs incurred and shall not be entitled to share in compensation to the extent the termination is due to the negligence, misconduct, actions or inactions of Design-Build Contractor.</p>
<p><b>Payment and Performance Security; Direct Agreements</b></p>	<p>For the avoidance of doubt, the intent of this section is not to limit or increase any of Design-Build Contractor's rights or obligations with respect to the requirements of the PPA and the Design-Build Contract.</p> <p>The Design-Build Contractor shall provide prior to issuance of NTP2 and on or before the commencement of Construction Work and O&amp;M During Construction:</p> <ul style="list-style-type: none"> <li>a) a payment bond securing the payment obligations of Design-Build Contractor to its sub-contractors, workers, suppliers, and laborers performing D&amp;C Work and O&amp;M During Construction, including payment to designers ("<b>Payment Bond</b>"), as required under the PPA, in the same amounts and forms and having the same terms and conditions required for the Payment Bond required of Developer under the PPA, and acceptable to the Lenders and rating agencies;</li> <li>b) a performance bond or letter of credit securing the completion of the D&amp;C Work ("<b>Performance Bond</b>"), as required under the PPA to secure Developer's relevant obligations under the PPA, in the same amounts and forms and having the same terms required for the Performance Bond required of Developer under the PPA, and acceptable to the Lenders and rating agencies;</li> <li>c) one or more irrevocable, transferable, standby letters of credit or surety bonds in an aggregate amount equal to 10% of the Design-Build Contract Price as security for the Advance Payment, or similar security, in each case acceptable to the Lenders and rating agencies retained by Developer for the Project ("<b>Advance Payment Security</b>"); and</li> <li>d) one or more irrevocable, transferable, standby letters of credit in an aggregate amount equal to 7.5% of the Design-Build Contract Price as partial security from Design-Build Contractor for all sums owed to Developer and for Design-Build Contractor's full and timely performance under the Design-Build Contract, in each case acceptable to the Lenders and rating agencies retained by Developer for the Project ("<b>Design-Build Letter of Credit</b>"); the aggregate amount of the Design-Build Letter of Credit may be reduced to 4% of the Design-Build Contract Price upon reaching Substantial Completion, and further reduced to 2% of the Design-Build Contract Price upon reaching Final Acceptance. Once Final Acceptance is achieved, the Design-Build Letter of Credit may be replaced by a bond acceptable to the Lenders and rating agencies retained by Developer for the Project, which must remain in place until expiration of the Warranty Period.</li> </ul> <p>As set forth above in "Compensation and Payments" the Developer will retain the Developer Retained Amounts from each monthly payment.</p> <p>The Design-Build Contractor shall assume, and shall reimburse, fully indemnify and hold</p>

	<p>harmless Developer for, any and all liabilities of Developer for obligations covered by the Payment Bond or the Performance Bond provided by Design-Build Contractor that exceed the amounts of such Payment Bond and Performance Bond, subject to the limitations on liability included in this Term Sheet. The Payment Bond and Performance Bond shall each list Developer as the obligee and IFA, the Lenders and the Collateral Agent as additional obligees, and similar arrangements shall be required for letters of credit issued instead of such bonds. The Payment Bond and Performance Bond shall each remain in full force and effect up to and including the date that is one (1) year following the Substantial Completion Date.</p> <p>The Design-Build Contractor shall enter into one or more direct agreements with Developer and the Collateral Agent in a form (i) to be agreed between the Developer and the Design-Build Contractor and (ii) attached to the Design-Build Contract, in form and substance satisfactory to the Lenders and rating agencies, to be delivered at or before Financial Close.</p>
<b>Design-Build Contractor's Indemnities</b>	The Parties shall provide indemnities that are consistent with those generally provided for transactions of this nature, as set forth in <u>Schedule B (Indemnities)</u> .
<b>Taxes</b>	The Design-Build Contractor shall be responsible for all taxes imposed on the D&C Work and O&M During Construction, including any equipment, materials, labor or services, by any governmental entity having jurisdiction over the D&C Work and O&M During Construction. For the avoidance of doubt, the Design-Build Contract Price takes into account all fees, taxes or levies owed by Design-Build Contractor; therefore, Design-Build Contractor shall not claim any amount from Developer for fees, taxes or levies as they are included in the Design-Build Contract Price.
<b>Limitation on Design-Build Contractor's Liability</b>	Subject to the exclusions set out below, the maximum aggregate liability of Design-Build Contractor under the Design-Build Contract shall not exceed 50% of the Design-Build Contract Price for the Construction Period. After the Construction Period, subject to the exclusions set out below, the maximum aggregate liability of Design-Build Contractor under the Design-Build Contract shall not exceed 50% of the Design-Build Contract Price. The maximum total liability of Design-Build Contractor will not apply to any liability arising from, among other things: (i) willful misconduct; (ii) willful breach of applicable Law; (iii) abandonment of the Design-Build Contract Work; (iv) fraud or any fraudulent misrepresentation; (v) interest on any undisputed amounts owed to a third party by Design-Build Contractor not paid when due; (vi) liabilities that arise out of any sum recovered by the Design-Build Contractor through insurance; (vii) liabilities that arise out of third-party claims (other than IFA claims); (viii) liabilities that arise out of the indemnities given by the Design-Build Contractor to Developer with respect to third-party claims (other than IFA claims); and (ix) fines and penalties imposed by IFA, which are not under dispute, or a governmental authority under applicable law, or reasonable costs incurred by Developer in its defense in complying with legal obligations other than those provided in the PPA. For the avoidance of doubt, liabilities resulting from the termination of the Design-Build Contract are subject to the limitation on the maximum total liability described above, subject to the exclusions set forth above.
<b>Completion Deadlines and Recovery Plans</b>	As noted above in "Milestones and Milestone Deadlines", Design-Build Contractor shall be required to complete certain Work by the Milestone Deadlines. Additionally, Design-Build Contractor shall be required to achieve DB Substantial Completion by the Baseline Substantial Completion Date (subject to extension for Relief Events in accordance with the terms of the PPA) and to achieve Final Acceptance by the Final Acceptance Deadline set out

	<p>in the PPA. The Final Acceptance certificate issued by IFA shall be conclusive for purposes of the Design-Build Contract. The Long Stop Date under the Design-Build Contract, which is the "<b>DB Long Stop Date</b>," will be 90 days prior to the Long Stop Date under the PPA.</p> <p>If Developer determines that there is no reasonable possibility that DB Substantial Completion can be achieved within three months after the Baseline Substantial Completion Date (including if such delay is caused by a Developer default under the Design-Build Contract), Design-Build Contractor will prepare a remedial plan, subject to Developer's approval, which shall not be unreasonably withheld, to cause the DB Substantial Completion to be achieved by the Baseline Substantial Completion Date or, if not reasonably possible, at the earliest reasonably possible date, which in any event cannot be later than nine months after the Baseline Substantial Completion Date. The Design-Build Contractor's failure to provide a remedial plan or to use reasonable efforts to comply with the remedial plan shall be an event of default, which constitutes a Default Termination Event.</p> <p>If the Lenders' technical advisor determines that there is no reasonable possibility that DB Substantial Completion can be achieved by the Bondholder Long Stop Date (including if such delay is caused by a Developer Default under the Design-Build Contract), Design-Build Contractor shall prepare a remedial plan, subject to the Lenders' technical advisor's approval, to cause the DB Substantial Completion to be achieved by the Baseline Substantial Completion Date or, if not reasonably possible, at the earliest reasonably possible date, which in any event cannot be later than the Long Stop Date. The Design-Build Contractor's failure to provide a remedial plan or to use reasonable efforts to comply with the remedial plan shall be an event of default, which constitutes a Default Termination Event. The "<b>Bondholder Long Stop Date</b>" is the date that is two months prior to the Long Stop Date.</p>
<p><b>Liquidated Damages</b></p>	<p>If DB Substantial Completion does not occur by the Baseline Substantial Completion Date (October 31, 2016, subject to extension for Relief Events in accordance with the PPA), Design-Build Contractor will pay liquidated damages to Developer equal to \$82,200 per day until DB Substantial Completion occurs. The foregoing daily amount is calculated based on preliminary financial data and will be updated at Financial Close.</p> <p>If any Milestone is not achieved by the applicable Milestone Deadline, Design-Build Contractor will pay liquidated damages to Developer to be sized at Financial Close to cover additional cash needs of Developer as a result of the failure of Design-Build Contractor to achieve the Milestone by the applicable Milestone Deadline.</p> <p>The Design-Build Contractor's liability for the above-described liquidated damages is capped at 10% of the Design-Build Contract Price.</p> <p>Liquidated damages are calculated to include debt service, additional funding costs, loss of revenue from Availability Payments and operating costs that may be incurred by Developer until the Long Stop Date.</p>
<p><b>Force Majeure</b></p>	<p>Force Majeure means the occurrence of any of the events described in the definition of Force Majeure in Exhibit 1 to the PPA which are beyond the reasonable control of Design-Build Contractor, not attributable to the negligence, willful misconduct, or breach of applicable Law or contract by any DBC-Related Entity, and actually, demonstrably, materially and adversely affects performance of Design-Build Contractor's obligations (other than payment obligations) in accordance with the terms of the DBC Documents (to be defined) to a material extent, provided that such events (or the effects of such events) are not caused, and could not have</p>

	<p>been avoided by the exercise of caution, due diligence, or reasonable efforts, by Design-Build Contractor or any DBC-Related Entity. The occurrence of a Force Majeure will entitle Design-Build Contractor to submit a Relief Request in accordance with the PPA.</p>
<p><b>Relief Events</b></p>	<p>Subject to compliance with applicable procedures and other terms and conditions to be set forth in the Design-Build Contract, Design-Build Contractor shall be entitled to the monetary and schedule relief in respect of the D&amp;C Work and O&amp;M During Construction to the extent actually received from the IFA under the PPA. The Design-Build Contract will set forth the procedures by which Design-Build Contractor and Developer will work together to assert a claim against IFA under the PPA.</p> <p><b>"Relief Event"</b> means any of the following events, subject to the requirements, limitations, deductibles and the duty to prevent and to mitigate consequences that are set forth in the PPA for such events:</p> <ul style="list-style-type: none"> <li>(a) IFA failure to perform or observe any of its material covenants or obligations under the PPA Documents, including unreasonable failure to issue a certificate of Substantial Completion, Substantial Completion or Final Acceptance after Developer fully satisfies all applicable conditions and requirements for obtaining such a certificate (except where such failure is within another defined Relief Event);</li> <li>(b) IFA Change (other than a Discriminatory O&amp;M Change and Non-Discriminatory O&amp;M Change);</li> <li>(c) Discriminatory O&amp;M Change;</li> <li>(d) Non-Discriminatory O&amp;M Change;</li> <li>(e) Safety Compliance Orders;</li> <li>(f) IFA-Caused Delay;</li> <li>(g) (i) Performance of works by or (ii) failure to perform works required of, IFA, the Department or another Governmental Entity or their contractors (other than Developer) in the vicinity of the Project Right of Way, including the Advance Construction Projects, in either case excluding any Utility Adjustment Work by a Utility Owner, and in either case that materially disrupts Developer's onsite Work;</li> <li>(h) Development, use or operation of a Business Opportunity in the Airspace by IFA, the Department or anyone (other than a Developer-Related Entity) legitimately claiming under or through IFA, the Department, the State, or any entity created by the State arising out of, or related to, the Project, to the extent set forth in Section 8.2.4 of the PPA;</li> <li>(i) (i) IFA's lack of good and sufficient title to or right to enter and occupy any parcel in the Project Right of Way, including Additional Properties required due to IFA Changes but excluding all other Additional Properties, after conclusion of IFA's purported acquisition of the parcel or right of entry and occupancy through negotiation, settlement or condemnation proceeding in accordance with the schedule for acquisition of the parcels in the Project Right of Way as described in Attachment 17-2 of the Technical Provisions, to the extent it interferes with physical performance of Work, or (ii) the existence, at any time following issuance of NTP2, of any title reservation,</li> </ul>

condition, easement or encumbrance, of record or not of record, on any parcel in the Project Right of Way, including Additional Properties required due to IFA Changes but excluding all other Additional Properties, to the extent it interferes with physical performance of Work, except in both cases any title reservations, covenants, conditions, restrictions, easements or encumbrances (A) concerning Utilities, (B) described in Section 2.1.6 of the PPA and either contained in the Reference Information Documents as they exist on the Setting Date or as may be particularly described in the Technical Provisions, or (C) caused, permitted or suffered by a Developer-Related Entity, and also excepting in all cases rights of access for Governmental Entities and Utility Owners as provided by Law other than a Change in Law;

- (j) Force Majeure Event;
- (k) The revocation or suspension of an IFA-Provided Approval by the relevant Governmental Entity (excluding revocations or suspensions arising out of, or relating to Developer's failure to comply with its obligations under the PPA Documents and/or its or IFA's delegated obligations under, or the terms and conditions of, the revoked or suspended IFA-Provided Approval), except delay to the extent attributable to any of the differences described in Section 4.3.4 of the PPA unless such differences are due to an IFA Change;
- (l) Unreasonable and unjustified delay by a Utility Owner (i) with whom Developer has been unable to enter into a Developer Utility Agreement in connection with a Utility Adjustment or (ii) with whom Developer or IFA, as the case may be, has entered into a Developer Utility Agreement or IFA Utility Agreement, as the case may be, in connection with a Utility Adjustment and such delay by a Utility Owner is contrary to or in violation of the terms and provisions of the Developer Utility Agreement or IFA Utility Agreement, as the case may be, provided that, in either case (A) all of the "conditions to assistance" described in Section 5.5.7.2 of the PPA have been satisfied and (B) delay due to, among other things, the failure by any Developer-Related Entity to locate or design the Project or carry out the Work in accordance with the PPA Documents, the Adjustment Standards, the applicable IFA Utility Agreement, Developer Utility Agreement, the NEPA Documents, other Governmental Approval or applicable Law shall be deemed reasonable and justified;
- (m) Discovery at, near or on the Project Right of Way, including Additional Properties required due to IFA Changes but excluding all other Additional Properties, of any Hazardous Materials (including IFA Release(s) of Hazardous Material), excluding Developer Releases of Hazardous Materials and Known or Suspected Hazardous Materials;
- (n) Any Release of Hazardous Material by a third party who is not acting in the capacity of a Developer-Related Entity which (i) occurs after the Setting Date, (ii) is required to be reported to a Governmental Entity and (iii) renders use of the roadway or construction area unsafe or potentially unsafe absent assessment, containment and/or remediation;
- (o) Discovery on or under the Project Right of Way, including Additional Properties required due to IFA Changes but excluding all other Additional Properties, of any archeological, paleontological or cultural resources, excluding any such resources known to Developer prior to Setting Date or that would become known to Developer

by undertaking Reasonable Investigation;

- (p) Discovery of (i) actual subsurface or latent physical conditions at or within two (2) feet of the boring holes identified in the Geotechnical Data Report that differ materially from the conditions indicated at such boring holes, in the Geotechnical Data Report, (for the avoidance of doubt, encountering conditions more than two (2) feet away from the actual boring holes that differ from conditions indicated at such boring data is not a Relief Event); or (ii) actual subsurface physical conditions within the Project Right of Way, including Additional Properties required due to IFA Changes but excluding any other Additional Properties, of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in the PPA. In no event shall a discovery under either clause (i) or (ii) above be a Relief Event if (x) any such conditions were known to Developer prior to the Setting Date, or (y) could have been reasonably anticipated as potentially present by an experienced civil works contractor based on the information contained in the Reference Information Documents as of the Setting Date, or (z) that would have become known to Developer by undertaking Reasonable Investigation;
- (q) Discovery at, near or on the Project Right of Way, including Additional Properties required due to IFA Changes but excluding any other Additional Properties, of any Threatened or Endangered Species (regardless of whether the species is listed as threatened or endangered as of the Setting Date), excluding any such presence of the American Bald Eagle, the Indiana Bat or other species known to Developer prior to the Setting Date or that would become known to Developer by undertaking Reasonable Investigation;
- (r) Change in Law or Change in Adjustment Standards, except a Change in Adjustment Standards that is consistent with the terms and limitations, if any, on changes in Adjustment Standards set forth in any Utility Memorandum of Agreement or Utility Agreement to which Developer is a party;
- (s) Issuance of a temporary restraining order, preliminary injunction or other form of interlocutory relief by a court of competent jurisdiction that prohibits prosecution of any portion of the Work, except if based on the wrongful act or omission of any Developer-Related Entity;
- (t) Issuance of a rule, order or directive from the U.S. Department of Homeland Security or comparable State agency regarding specific security threats to the Project or the region in which the Project is located or which the Project serves, to the extent such rule, order or directive requires specific changes in Developer's normal design, construction, operation or maintenance procedures in order to comply;
- (u) Discovery of Unknown Utilities that directly affects the Construction Work, including Construction Work on Additional Properties required due to IFA Changes but excluding Construction Work on any other Additional Properties, except where the identification of a Utility in the Utility Information was Reasonably Accurate, was known to Developer as of the Setting Date, or that would become known to Developer by undertaking Reasonable Investigation;
- (v) Discovery of any hidden or undetected structural defect in any Existing Structure that directly affects the Construction Work, excluding any such defects known to

	<p>Developer as of the Setting Date, or that would become known to Developer by undertaking Reasonable Investigation (which, in the case of this Relief Event clause (v) includes specifically review of all related Reference Information Documents provided by IFA prior to the Setting Date); or</p> <p>(w) Karst Feature Treatment Work.</p>
<b>Representations and Warranties</b>	The Parties shall provide representations and warranties that are consistent with those generally provided for transactions of this nature, as set forth in <u>Schedule C (Representations &amp; Warranties)</u> .
<b>Suspension of Work</b>	<p>The IFA and Developer shall each have a right to suspend D&amp;C Work and O&amp;M During Construction by Design-Build Contractor. The IFA's rights will be set forth in the PPA and acknowledged by Design-Build Contractor.</p> <p>The Design-Build Contractor shall be entitled to suspend the performance of all or part of the D&amp;C Work under the Design-Build Contract in the event that the Developer shall have failed to make a payment required to be made thereunder which is not subject to a good faith denial or a dispute initiated or undertaken pursuant to and in accordance with the terms hereof for more than forty-five (45) days following notice of such failure.</p>
<b>Termination Rights</b>	<p><i>Termination for Design-Build Contractor Default.</i> Subject to reasonable applicable cure periods to be specified in the Design-Build Contract, Developer shall be entitled to terminate the Design-Build Contract for the following events of default, among others, each of which shall constitute a "<b>Default Termination Event</b>" under the Design-Build Contract:</p> <ul style="list-style-type: none"> <li>a) the Design-Build Contractor fails to begin Work within 30 days following the issuance of NTP1 or NTP2, fails to satisfy conditions to the commencement of Design Work within 30 days of the issuance of NTP1, or fails to satisfy the conditions to the commencement of Construction Work within 30 days of the issuance of NTP2; provided, that, Developer may take any and all actions necessary to correct any such failure starting 20-days after the date of any such notice, without waiting for a Default Termination Event to occur and the costs of such work performed by Developer will be borne by Design-Build Contractor;</li> <li>b) an Abandonment;</li> <li>c) the Design-Build Contractor fails to achieve DB Substantial Completion by the DB Long Stop Date;</li> <li>d) the Design-Build Contractor fails to make a payment or deposit when due;</li> <li>e) there occurs any use of the Project or Airspace by Design-Build Contractor or a related entity in material violation of the Design-Build Contract, Technical Provisions, Governmental Approvals or Law;</li> <li>f) the Design-Build Contractor fails to obtain or maintain the insurance, bonds, guarantees, letters of credit or other payment or performance security, or fails to deliver any originals, certificates or other evidence of the same, in each case, as and when required under the Design-Build Contract;</li> <li>g) the Design-Build Contractor makes or attempts to make or suffers an assignment or transfer of all or a portion of the Design-Build Contract or the Design-Build Contractor's</li> </ul>

Interest, or there occurs any assignment, mortgage, encumbrance or conveyance thereof;

- h) a change of control of the Design-Build Contractor, understood as sale, or other transfer of equity interest in Design-Build Contractor, in violation of the Design-Build Contract;
- i) there occurs any disqualification, suspension or debarment, or there goes into effect an agreement for voluntary exclusion, from bidding, proposing or contracting of Design-Build Contractor or any other Key Contractor to the extent it would constitute a Developer Default under the PPA;
- j) there occurs a Persistent Design-Build Contractor Default (to be defined), and the Design-Build Contractor fails to timely deliver a remedial plan or to comply with the approved remedial plan;
- k) the Design-Build Contractor fails to comply with IFA's order to suspend Work issued in accordance with the PPA;
- l) certain bankruptcy-type proceedings are commenced involving the Design-Build Contractor;
- m) any accrual of Noncompliance Points pursuant to the terms of the PPA above a level to be agreed by Developer, caused by Design-Build Contractor;
- n) there occurs any Developer Default pursuant to the terms of the PPA to the extent caused by the Design-Build Contractor;
- o) the Design-Build Contractor has incurred liabilities under the Design-Build Contract that reach any limitation of liability specified in the Design-Build Contract, including the sub-limits for liquidated damages (unless the Design-Build Contractor agrees to increase the amount of any such liability cap, provided, however, that the amount may be increased by an additional 50% of such liability cap, but no further);
- p) the Design-Build Contractor fails to pay any liquidated damages when due (and the amount unpaid exceeds \$500,000);
- q) the Design-Build Contractor fails to provide or comply with a remedial plan required under the Design-Build Contract;
- r) there occurs any Design-Build Contractor Default for which the Developer issues a Warning Notice under the Design-Build Contract and the default is not cured within the applicable cure periods available to the Design-Build Contractor; and
- s) the Design-Build Contractor is in material breach of any other of its obligations under the Design-Build Contract, or Design-Build Contractor repudiates all or any part of the Design-Build Contract.

In the event of such termination, Developer may cause the D&C Work and the O&M During Construction to be completed by other contractors and Design-Build Contractor will be obligated to pay damages to Developer to compensate Developer for the cost of such replacement contractors to complete the D&C Work and O&M During Construction and correct any defects and for any other losses suffered, subject to the maximum liability limit set

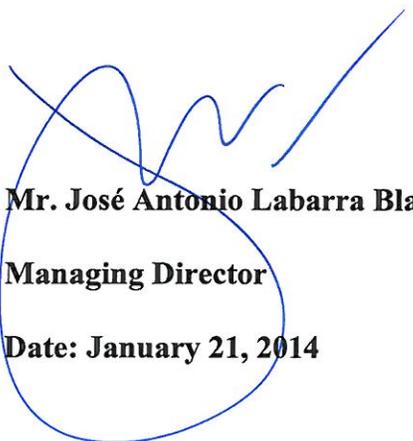
	<p>forth in the Design-Build Contract.</p> <p><i>Termination for Developer Default.</i> Subject to the applicable cure periods to be specified in the Design-Build Contract, Design-Build Contractor is entitled to terminate the Design-Build Contract following a Developer Default for:</p> <ul style="list-style-type: none"> <li>(a) material non-payment of an undisputed amount due to Design-Build Contractor;</li> <li>(b) bankruptcy-type proceedings are commenced involving Developer; or</li> <li>(c) a suspension of work initiated solely by Developer that lasts for more than 90 days.</li> </ul> <p>In the event of such termination, Developer is obligated to compensate Design-Build Contractor for any unpaid sums for completed work, the costs of materials delivered, the costs of termination of subcontracts and the costs of removing equipment from the site and repatriation of staff.</p> <p><i>Other Termination.</i> The Design-Build Contract may also be terminated where (a) the PPA is terminated for convenience by the IFA or due to an IFA Default thereunder, (b) the PPA is terminated due to an extended Relief Event, Permitted Closure, Insurance Unavailability or court order, or (c) the PPA is terminated for failure to reach Financial Close. In the event of such termination, Design-Build Contractor is entitled to share in compensation to be received by the Developer under the PPA in a manner to be provided in the Design-Build Contract.</p>
<p><b>Dispute Resolution</b></p>	<p>Disputes between Design-Build Contractor and Developer under the Design-Build Contract shall be first submitted to the Parties for amicable negotiation and voluntary settlement. If not resolved within ten business days, the dispute shall then be referred to non-binding mediation and then ultimately to binding arbitration under the rules of the International Chamber of Commerce. The Design-Build Contractor shall cooperate with Developer in disputes with the IFA.</p>
<p><b>Governing Law</b></p>	<p>The governing law of the Design-Build Contract shall be the law of the State of Indiana.</p>
<p><b>Commitment Validity Period</b></p>	<p>The Design-Build Contractor's commitment to execute the Design-Build Contract shall be valid until the earlier of (i) the expiration of the 180 day period from the Proposal Due Date (as that term is defined in the RFP), which may be extended upon mutual agreement of the Parties, (ii) commercial close (as referred to in the RFP), and (iii) execution of the Design-Build Contract. To the extent the Design-Build Contract is not executed during the 180 day period from the Proposal Due Date, the Design-Build Contractor's commitment shall, at the election of Isolux Infra, stay in place as long as the Design-Build Contract Price is adjusted based on the percentage change in CPI (as defined in the PPA). The percentage change in CPI shall be determined based on the difference between the CPI published on or immediately after 180 days after the Proposal Due Date and the CPI published on or immediately before the date on which the Design-Build Contract is executed.</p>

**Binding Term Sheet;  
Effectiveness**

This Term Sheet shall be binding on the Parties upon execution, but shall not be effective unless and until Proposer is selected by IFA as the preferred proposer for the Project, in which case it will be in effect as of the date that Proposer is so selected.

**Isolux Infrastructure Netherlands, B.V.**

**Corsán Corviam Construcción, S.A.**



**Mr. José Antonio Labarra Blanco**

**Managing Director**

**Date: January 21, 2014**



**Mr. Nicolás Alonso Berrio-Ategortua**

**Attorney-In-Fact**

**Date: January 21, 2014**

## SCHEDULE A

### DEVELOPER RESPONSIBILITIES FOR D&C WORK AND O&M DURING CONSTRUCTION

The Developer's responsibilities for undertaking Design Work or Construction Work shall be limited to the following specified elements of work:

1. The Developer shall be responsible for performing O&M During Construction, in accordance with Section 18 of the Technical Provisions and its Attachments, but only for portions of the Project for which Design-Build Contractor has met, to Developer or IFA's satisfaction, the criteria for completion of construction under the Design-Build Contract.
2. Developer will be responsible for mowing, pruning and snow removal on all stretches of the Project.
3. Developer will be responsible for certain deliverables identified in Section 20 of the Technical Provisions, as will be provided in the Design-Build Contract.
4. Developer will be responsible for continuing application for, processing or obtaining of certain Governmental Approvals, but only to the extent such responsibility cannot be assumed by Design-Build Contractor and must be assumed by Developer under relevant Law or other similar requirement, as specified in the "Government Approvals" section of this Term Sheet.

## SCHEDULE B

### INDEMNITIES

Design-Build Contractor shall release, protect, defend, indemnify and hold harmless the Indemnified Parties (as defined below), from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, demands and losses, in each case if asserted or incurred by or awarded to any third party (including IFA under the PPA), including but not limited to those arising out of, relating to or resulting from:

- a) Design-Build Contractor's breach or alleged breach of the DBC-Related Documents (to be defined);
- b) failure or alleged failure by any DBC-Related Entity (to be defined) to comply with the Governmental Approvals, any applicable Environmental Laws or other Laws (including Laws regarding Hazardous Materials Management) relating to the performance of the D&C Work and O&M During Construction;
- c) any alleged patent or copyright infringement or other allegedly improper appropriation or similar improper use of information in performance of the D&C Work and O&M During Construction;
- d) actual or alleged fraud, bad faith, willful misconduct, gross negligence, breach of applicable Law or contract, or other culpable act of any DBC-Related Entity in or associated with performance of the D&C Work and O&M During Construction;
- e) any and all claims by any governmental or taxing authority claiming Taxes based on gross receipts, purchases or sales, the use of any property or income of any DBC-Related Entity with respect to any payment for the D&C Work made to or earned by any DBC-Related Entity;
- f) any and all stop Notices, liens and claims filed in connection with the D&C Work and O&M During Construction, caused by the Design-Build Contractor and/or a DBC-Related Entity;
- g) any actual or threatened Design-Build Contractor Release of Hazardous Materials relating to Design-Build Contractor's performance of the D&C Work and O&M During Construction;
- h) the claim or assertion by any other developer or contractor that any DBC-Related Entity interfered with or hindered the progress or completion of work being performed by the other contractor or developer;
- i) any dispute between Design-Build Contractor and a Utility Owner, or any DBC-Related Entity's performance of, or failure to perform, the obligations under any Utility Agreement;
- j) (i) any DBC-Related Entity's breach of or failure to perform an obligation that Developer owes to a third Person, including IFA and Governmental Entities, under Law or under the PPA or any other agreement between Developer and a third Person, where performance of the obligation is delegated to Design-Build Contractor under the DBC Documents (to be defined) or (ii) the acts or omissions of any DBC-Related Entity which render Developer unable to perform or abide by an obligation that Developer owes to a third Person, including Governmental Entities, under any agreement between Developer and a third Person, where the agreement is previously disclosed or known to Design-Build Contractor;

- k) inverse condemnation, trespass, nuisance or similar taking of or harm to real property by reason of (i) the failure of any DBC-Related Entity to comply with Good Industry Practice, requirements of the DBC Documents, Project Management Plan or Governmental Approvals respecting control and mitigation of construction activities and construction impacts in connection with the performance of the D&C Work and O&M During Construction, (ii) the intentional misconduct or negligence of any DBC-Related Entity in connection with the performance of the D&C Work and O&M During Construction, or (iii) the actual physical entry onto or encroachment upon another's property by any DBC-Related Entity in connection with the performance of the D&C Work;
- l) if applicable, the authorization, issuance, sale, trading, redemption or servicing of the PABs or any other bonds issued to finance the Project (whether Developer or another entity is the issuer), or Design-Build Contractor's failure to comply with any requirement necessary to preserve the tax exempt status of interest paid on the PABs or other bonds;
- m) any errors, inconsistencies or other defects in the design or construction of the Project and/or of Utility Adjustments included in the D&C Work and O&M During Construction;
- n) on account of any violation of any representation, warranty or other covenant, obligation or agreement under the DBC Documents or any applicable Law to be complied with by Design-Build Contractor;
- o) (i) negligent acts, negligent omissions, willful misconduct, bad faith or fraud of Design-Build Contractor, any other DBC-Related Entity or any of their agents, employees, consultants or anyone else for whom any of the foregoing is responsible and (ii) in any way relating to or arising out of (1) any bodily injury (including death) to any person or (2) any loss or damage to the tangible property of third parties;
- p) any liabilities of Developer for obligations covered by the Payment Bond or the Performance Bond provided by Design-Build Contractor that exceed the amounts available under such Payment Bond or Performance Bond; or
- q) any call on, draw by, or forfeit to IFA of the Proposal Security and/or the Financial Close Security (as such terms are defined in the RFP), to the extent such losses arise out of or are caused by actions of DBC-Related Entities.

Developer shall release, protect, defend, indemnify and hold harmless the Design-Build Contractor, subject to certain exceptions to be agreed upon, from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, demands and losses, in each case if asserted or incurred by or awarded to any third party, to the extent caused by:

- a) gross negligence, willful misconduct, or fraud of the Developer; or
- b) any alleged patent or copyright infringement or other allegedly improper appropriation or similar improper use of information in performance of the D&C Work and O&M During Construction.

**"Indemnified Parties"** shall mean Developer, IFA, the Department, the State and each of their respective successors, assigns, officeholders, officers, directors, commissioners, agents, representatives, agents, consultants and employees, in each case as an Indemnified Party and not as a named insured under the PPA Documents.

## SCHEDULE C

### REPRESENTATIONS AND WARRANTIES

The Design-Build Contractor shall make the following representations, warranties and covenants, among others:

- a) Design-Build Contractor certifies that none of Design-Build Contractor or its respective principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into the Design Build Contract by any federal agency or by any department, agency or political subdivision of the State.
- b) Design-Build Contractor, its employees and its Contractor(s) and its employees have maintained and complied with, and throughout the term of the Design-Build Contract will maintain and comply with, all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform the D&C Work and O&M During Construction.
- c) Based upon its Reasonable Investigation, Design-Build Contractor has evaluated the constraints affecting design and construction of the Project, including the Project Right of Way limits, the terms and conditions of the NEPA Documents, IFA-Provided Approvals obtained prior to the Setting Date, the surface and subsurface conditions discoverable through such Reasonable Investigation, and applicable Laws, and Design-Build Contractor has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.
- d) Except as to parcels that the IFA lacked title or access to prior to the Setting Date, Design-Build Contractor, in accordance with Good Industry Practice, conducted a Reasonable Investigation prior to the Setting Date, and as a result of such Reasonable Investigation, Design-Build Contractor is familiar with and accepts the physical requirements of the D&C Work and O&M During Construction, subject to IFA's obligations regarding Hazardous Materials under Section 5.9 of the PPA and Design-Build Contractor's rights to seek relief under Article 15 of the Design-Build Contract.
- e) Design-Build Contractor familiarized itself with the requirements of any and all applicable Laws and the conditions of any required Governmental Approvals. Except as specifically permitted under the Articles of the Design-Build Contract related to Relief Events and Changes, Design-Build Contractor shall be responsible for complying with the foregoing at its sole cost and without any additional compensation or time extension on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the DBC Documents or PPA Documents or would have an adverse effect on costs. Design-Build Contractor has no reason to believe that any Governmental Approval required to be obtained by Design-Build Contractor will not be granted in due course and thereafter remain in effect so as to enable the D&C Work to proceed in accordance with the DBC Documents and PPA Documents.
- f) Design-Build Contractor shall obtain and maintain, and all D&C Work and O&M During Construction furnished by Design-Build Contractor will be performed by or under the supervision of persons who hold, all necessary or required registrations, permits or approvals and valid licenses to practice in the State, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the D&C Work in accordance with the DBC Documents and

PPA Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents, Construction Documents and other documents prepared or checked by them.

- g) Design-Build Contractor is a corporation (*sociedad anónima*) duly organized and validly existing under the laws of the Kingdom of Spain, and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver the DBC Documents to which Design-Build Contractor is a party and to perform each and all of the obligations of Design-Build Contractor provided for herein and therein. The Design-Build Contractor is duly qualified to do business, and is in good standing, in the State, and will remain duly qualified and in good standing throughout the DBC Term and for as long thereafter as any obligations remain outstanding under the DBC Documents. The Design-Build Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- h) The execution, delivery and performance of the DBC Documents to which Design-Build Contractor is (or will be) a party have been (or will be) duly authorized by all necessary corporate action of Design-Build Contractor; each person executing the DBC Documents on behalf of Design-Build Contractor has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of Design-Build Contractor; and the DBC Documents have been (or will be) duly executed and delivered by Design-Build Contractor.
- i) Neither the execution and delivery by Design-Build Contractor of the DBC Documents to which Design-Build Contractor is (or will be) a party, nor the consummation of the transactions contemplated hereby or thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the governing instruments of Design-Build Contractor or any agreement, judgment or decree to which Design-Build Contractor is a party or is bound.
- j) The execution and delivery by Design-Build Contractor of the DBC Documents to which Design-Build Contractor is (or will be) a party, and the performance by Design-Build Contractor of its obligations thereunder, will not conflict with any Laws applicable to Design-Build Contractor that are valid and in effect on the date of execution and delivery. Design-Build Contractor is not in breach of any applicable Law that would have a material adverse effect on the D&C Work or O&M During Construction or the performance of any of its obligations under the DBC Documents.
- k) Each of the DBC Documents to which Design-Build Contractor is (or will be) a party constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of Design-Build Contractor, enforceable against Design-Build Contractor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- l) There is no action, suit, proceeding, investigation or litigation pending and served on Design-Build Contractor which challenges Design-Build Contractor's authority to execute, deliver or perform, or the validity or enforceability of, the DBC Documents to which Design-Build Contractor is a party, or which challenges the authority of the Design-Build Contractor official executing the DBC Documents; and Design-Build Contractor has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Design-Build Contractor is aware. Design-Build Contractor has no current, pending or outstanding criminal, civil, or enforcement action initiated by IFA or the State, and agrees that it will immediately notify Developer and IFA of any such actions.

- m) As of the Proposal Due Date Design-Build Contractor disclosed to Developer in writing all organizational conflicts of interest of Design-Build Contractor and its Contractors of which Design-Build Contractor was actually aware; and Design-Build Contractor has not obtained knowledge of any additional organizational conflict of interest, and there have been no organizational changes to Design-Build Contractor or its Contractors identified in Developer's Proposal, which have not been approved in writing by IFA. For this purpose, "organizational conflict of interest" has the meaning set forth in the Request for Proposals.
- n) To the extent the Lead Engineering Firm is not Design-Build Contractor, Design-Build Contractor represents and warrants as follows: (a) the Lead Engineering Firm is duly organized, validly existing and in good standing under the laws of the state of its organization and is duly qualified to do business, and is in good standing, in the State, (b) the ownership interests of each of the Lead Engineering Firm that is a single purpose entity formed for the Project (including options, warrants and other rights to acquire ownership interests), is owned by the Persons whom Design-Build Contractor has set forth in a written certification delivered to Developer and IFA; (c) the Lead Engineering Firm has the power and authority to do all acts and things and execute and deliver all other documents as are required to be done, observed or performed by it in connection with its engagement by Design-Build Contractor; (d) the Lead Engineering Firm has (i) obtained and will maintain all necessary or required registrations, permits, licenses and approvals required under applicable Law and (ii) expertise, qualifications, experience, competence, skills and know-how to perform the Design Work and Construction Work, as applicable, in accordance with the DBC Documents and PPA Documents; (e) the Lead Engineering Firm will comply with all health, safety and environmental Laws in the performance of any work activities for, or on behalf of, Design-Build Contractor for the benefit of Developer or IFA; and (f) the Lead Engineering Firm is not in breach of any applicable Law that would have a material adverse effect on any aspect of the D&C Work or O&M During Construction.
- o) Design-Build Contractor has no authority or right to impose any fee, toll, charge or other amount for the use of the Project.
- p) Design-Build Contractor represents, warrants and certifies that none of Design-Build Contractor, or its respective principal(s) is presently in arrears in payment of Taxes, permit fees or other statutory, regulatory or judicially required payments to the IFA or the State.
- q) As required by IC 5-22-3-7: Design-Build Contractor and any principals of Design-Build Contractor certify that, (i) in accordance with IC 5-22-3-7 (A) Design-Build Contractor, except for *de minimis* and nonsystematic violations, has not violated the terms of (1) IC 24-4.7 (Telephone Solicitation Of Consumers), (2) IC 24-5-12 (Telephone Solicitations), or (3) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) Design-Build Contractor will not violate the terms of IC 24-4.7 for the duration of the Design-Build Contract, even if IC 24-4.7 is preempted by federal Law; and (ii) an Affiliate or principal of Design-Build Contractor and any agent acting on behalf of Design-Build Contractor or on behalf of an Affiliate or principal of Design-Build Contractor (A) except for *de minimis* and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Design-Build Contract, even if IC 24-4.7 is preempted by federal Law.

- r) Each individual signing the Design-Build Contract on behalf of Design-Build Contractor, subject to the penalties for perjury, is the properly authorized representative, agent, member or officer of Design-Build Contractor, as applicable, has not, nor has any other member, employee, representative, agent or officer of Design-Build Contractor, as applicable, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and has not received or paid, any sum of money or other consideration for the execution of the Design-Build Contract other than that which appears upon the face of the Design-Build Contract.

The Developer shall represent and warrant to Design-Build Contractor as follows:

- a) Developer is a limited liability company duly organized and validly existing under the laws of Delaware, and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver the DBC Documents to which Developer is a party and to perform each and all of the obligations of Developer provided for herein and therein. The Developer is duly qualified to do business, and is in good standing, in the State, and will remain duly qualified and in good standing throughout the term of the Design-Build Contract and for as long thereafter as any obligations remain outstanding under the DBC Documents. The Developer affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- b) The execution, delivery and performance of the DBC Documents to which Developer is (or will be) a party have been (or will be) duly authorized by all necessary limited liability company action of Developer; each person executing the DBC Documents on behalf of Developer has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of Developer; and the DBC Documents have been (or will be) duly executed and delivered by Developer.
- c) Each of the Design-Build Contract and the Principal Developer Documents to which Developer is (or will be) a party constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- d) There is no action, suit, proceeding, investigation or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, the Design-Build Contract or the other Principal Developer Documents, or which challenges Developer's authority to execute the Design-Build Contract or the other Principal Developer Documents; and Developer has disclosed to Design-Build Contractor any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.
- e) Neither the execution and delivery by Developer of the DBC Documents, nor the consummation of the transactions contemplated thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of any agreement, judgment or decree to which Developer is a party or is bound.
- f) The execution and delivery by Developer of the DBC Documents, and the performance by Developer of its obligations thereunder, will not conflict with any Laws applicable to Developer that are valid and in effect on the date of execution and delivery. Developer is not in breach of any applicable Law that

would have a material adverse effect on the performance of any of its obligations under the DBC Documents.

- g) No consent of any party and no Governmental Approval is required to be made in connection with the execution, delivery and performance of the Design-Build Contract, which has not already been obtained.
- h) As required by IC 5-22-3-7: Developer and any principals of Developer certify that, (i) in accordance with IC 5-22-3-7 (A) Developer, except for de minimis and nonsystematic violations, has not violated the terms of (1) IC 24-4.7 (Telephone Solicitation Of Consumers), (2) IC 24-5-12 (Telephone Solicitations), or (3) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) Developer will not violate the terms of IC 24-4.7 for the duration of the Developer, even if IC 24-4.7 is preempted by federal Law; and (ii) an Affiliate or principal of Developer and any agent acting on behalf of Developer or on behalf of an Affiliate or principal of Developer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Design-Build Contract, even if IC 24-4.7 is preempted by federal Law.
- i) Each individual signing the Design-Build Contract on behalf of Developer, subject to the penalties for perjury, is the properly authorized representative, agent, member or officer of Developer, as applicable, has not, nor has any other member, employee, representative, agent or officer of Developer, as applicable, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and has not received or paid, any sum of money or other consideration for the execution of the Design-Build Contract other than that which appears upon the face of the Design-Build Contract.



Jose R. Ballesteros  
Proposer Authorized Representative  
C/Caballero Andante N° 8  
28021 Madrid (Spain)

January 21, 2014

Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204  
Attention: Silvia Perez

**Subject: ITP Exhibit B Section 3.2.2, Proposer and Lead O&M Contractor.**

Dear Mrs. Perez

This letter confirms that the Developer will, and commits to, self-perform the O&M Work under the PPA Documents in an amount no less than 30% of the O&M Work (excluding Rehabilitation Work and Handback Requirements Work, such amount to be measured by the aggregate value of O&M Work over the term of the PPA, as delineated in Form O-3). Therefore, in accordance with section 3.2.2 of the Exhibit B to the ITP, an executed contract between the Proposer and Lead O&M Contractor is not required and not included in the Proposal.

Very truly yours

A handwritten signature in blue ink, appearing to read "J. R. Ballesteros", is written over a horizontal dashed line.

By: José R. Ballesteros  
Proposer Authorized Representative  
I-69 Development Partners

# TEAM MEMBER AGREEMENT

## I-69, Section 5 Public-Private-Partnership (P3), Indiana

This team member agreement (the "Agreement") is entered into effective as of August 21, 2013, by and between Corsan-Corviam Construccion S.A. ("CORSAN"), incorporated in Spain a corporation "Sociedad Anónima" with a principal place of business located at Caballero Andante 8, 28021 Madrid (Spain), and the Design Joint-Venture consisting of AZTEC Engineering Group, Inc., an Arizona corporation with offices located in Phoenix, Arizona and TYPESA ("Tecnica y Proyectos S.A."), with headquarters in Madrid, Spain and a branch office in Phoenix, Arizona, hereby be known as ("AZTEC-TYPESA"). CORSAN and AZTEC-TYPESA are individually referred to as "Party" and collectively referred to as "Parties".

**Background:** ISOLUX has been shortlisted by the Indiana Finance Authority ("Owner") and has received a Request for Proposal ("RFP") and will be submitting a P3 Technical Proposal for 21 miles of what is known as I-69, Section 5 ("Project") located in Indiana between Bloomington and Indianapolis. CORSAN will lead the effort in the preparation of the Technical Proposal in the DB side, including any presentations to Owner. As experienced engineering companies AZTEC-TYPESA posses the design and engineering expertise required for the Project and if a contract for the design and construction of the Project is awarded to ISOLUX by the Owner, CORSAN will negotiate an engineering agreement ("Engineering Agreement") with AZTEC-TYPESA based upon the cost percentages listed in this Teaming Agreement. This Teaming Agreement is intended to cover the duties and performance of the Parties during the **Technical Proposal, Final Design, and Post-Design Services** and may be amended in writing and signed by the Parties during this process.

The Parties acknowledge the receipt and sufficiency of good and valuable consideration and agree to the commitments as set forth below.

AZTEC-TYPESA shall submit a draft of Volume I and Volume II documents that AZTEC-TYPESA has to prepare for this tender by October 23, 2013.

AZTEC-TYPESA shall submit the final draft version of the documents that AZTEC-TYPESA has to prepare for this tender by the first week of December 2013.

AZTEC-TYPESA shall attend the meetings and prepare the documents necessaryes to answer any clarification that arises from the authority, even after the submission of the tender.

1. AZTEC-TYPSA agrees that neither AZTEC-TYPSA nor any of its affiliates will participate or engage directly or indirectly in the Project other than as a Team Member pursuant to this Agreement.

2. AZTEC-TYPSA shall timely and promptly furnish engineering services, support and suggestions as might be necessary to submit a comprehensive and competitive Technical Proposal. Without limitation, AZTEC-TYPSA will furnish qualified personnel to participate in preparing resumes, presentations and writing procurement and similar documents, which may include a project approach and preparation of technical plans with quantities. If requested for the Technical Proposal and Final Design, AZTEC-TYPSA will assist in preparation of a detailed scope, cost proposal, and Owner negotiations. AZTEC-TYPSA will provide proposal items in a format required by CORSAN. AZTEC-TYPSA will, as necessary and subject to CORSAN approval in writing, add specialty consultants to strengthen the team and assure completion of all services in a timely fashion per the agreed schedule of deliverables, on terms and conditions identical or substantially similar to those contained herein. As of the date of execution of this Agreement, AZTEC-TYPSA will enter into such agreements with Burgess & Niple, Christopher Burke Engineering, Professional Service Industries, and Keramida. AZTEC-TYPSA shall attend and participate in all design related meetings and/or presentations with Owner as instructed by CORSAN. AZTEC-TYPSA shall provide all services customarily required of a design professional in the pursuit of a P3 project of the type referenced herein.

3. Before the tender submittal in response to the RFP both parties shall agree a fixed price once that the estimation of the final amount of construction be better known.

Payment for the Final Design and Post-Design Services will be made to AZTEC-TYPSA on a monthly basis (based on percent complete) no later than 60 days after the invoice submittal date. There shall be no retainage held by CORSAN.

4. Subject to and consistent with Section 3 above, AZTEC-TYPSA agrees to provide an estimate for a mutually agreed upon scope of work for design services for the Project, to review said estimate with CORSAN in response to the RFP.

5. On condition that AZTEC-TYPSA meets all of the technical requirements to be approved by the Owner for the Project, the Parties will negotiate a design agreement in good faith for the mutually agreed upon scope of design services (the "Design Agreement"). The Parties agree that the Design Agreement shall incorporate the terms of the RFP and/or the Prime Contract between the Owner and ISOLUX, which terms shall prevail if there is a subsequent conflict with any terms contained in the Design Agreement.

6. AZTEC-TYPSA agrees that AZTEC-TYPSA is entering into an exclusive commitment with CORSAN for participation in the Project and inclusion in the Technical Proposal. Although the scope of design services may change, the design services envisioned for AZTEC-TYPSA will include the activities necessary to complete the Project as the Prime Design Consultant.

7. With the exception of compensation to AZTEC-TYPSA for services satisfactorily rendered during both the technical proposal phase and final design phase as set forth in article 3 above, each Party shall be responsible for its internal and out-of-pocket expenses incurred in connection with the preparation, submittal, and negotiation of their respective portions of the technical proposal, and design cost estimate.

8. All information related to the Project disclosed to AZTEC-TYPSA, in pursuance of the Project as contemplated by this Agreement shall be considered highly sensitive and confidential and/or proprietary. AZTEC-TYPSA agrees to use such information solely for the purpose of the Project and developing the proposals contemplated herein. AZTEC-TYPSA further agrees not to disclose confidential and/or proprietary information to any outside entity (other than approved specialty consultants with a need to know who are bound by terms and conditions identical or substantially similar to those contained herein, and aside from submission of the proposals) without the prior written consent of CORSAN, or as required by court order or applicable law. This obligation survives the termination of this Agreement. Information may be shared, but must be kept confidential among CORSAN, AZTEC-TYPSA, other Design Team Members, and designated third party consultants for the purpose of preparing and submitting the proposals contemplated herein.

9. This Agreement shall terminate: 1) by mutual agreement; 2) in the event Owner chooses not to develop the Project or cancels Project procurement activities or in the event that ISOLUX is not awarded the Prime Contract; or 3) by CORSAN for its convenience with or without cause. In that case AZTEC-TYPSA will be paid for the work completed to date as a pro-rata portion of fees earned. However, if CORSAN does not submit a Technical Proposal after the month of September, then AZTEC-TYPSA shall be paid per the requirements discussed in article 3. AZTEC-TYPSA shall not assign, or transfer its interest in this Agreement without the prior written consent of CORSAN.

10. This Agreement is limited to the I-69, Section 5 P3 Project in Indian and shall not apply to any other project or business of the Parties. This Agreement is not intended to create any joint venture, general partnership, agency relationship or other formal business entity among or between the Parties.

11. This Agreement constitutes the entire understanding between the Parties regarding their pursuit of the Project, and may only be changed or amended in writing when signed by the Parties.

12. In no event shall any Party be liable to other Parties for any indirect, incidental, special or consequential damages (including, but not limited to, loss of profits, loss of interest or other financing charges, or loss of use), whether arising in contract, tort (including negligence) or pursuant to any other legal theory, with respect to any decision, act, or omission, concerning any of the foregoing matters or issues arising out of this Agreement. However, if CORSAN and AZTEC-TYPSA enter into a Design Agreement related to the Project, such release shall not apply to claims arising out of the Design Agreement. The Parties hereto agree that the provisions of this Section 12, which by their nature are intended to survive termination or expiration of this Agreement, including, but not limited to, releases or limitations on liability or remedies, shall survive and continue in full force and effect following any such termination or expiration. To the fullest permitted by law, limitations on liability set forth in this Agreement are intended to apply even in the event of default, negligence or strict liability on the part of the Party whose liability is limited or released.

13. The Parties agree to notify the other promptly if events occur which would prevent them from entering into the Design Agreement that they presently intend to negotiate during the Proposal process for work to be performed on the Project.

14. This Agreement shall be construed as jointly prepared by the Parties with no presumption or standard of construction in favor of or against either Party. Both Parties waive the right to a jury trial. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by litigation in the courts of the State of Arizona with jurisdiction and venue in Arizona. The governing law of the Agreement shall be the substantive law of the State of Arizona.

15. CORSAN and AZTEC-TYPSA covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed pursuant to the IFA Stipend Agreement.

16. Representatives of CORSAN and AZTEC-TYPSA are:

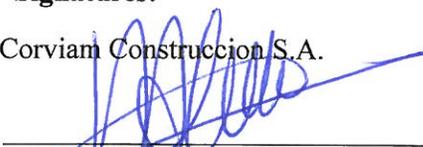
Corsan Corviam Construccion S.A.  
Nicolas Alonso Berrio

AZTEC Engineering Group, Inc.  
Robert L. Lemke, Jr.

TYPSA (Tecnica y Proyectos S.A.)  
Miguel Bardalet Vinals

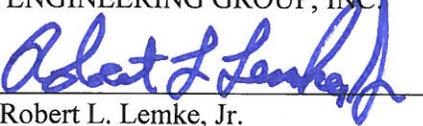
**Parties' Signatures:**

Corsan Corviam Construccion S.A.

By:   
Name: Nicolas Alonso Berrio  
Title: International Technical Director

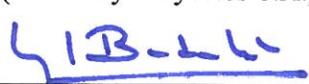
Date: AUG - 27 - 13

AZTEC ENGINEERING GROUP, INC.

By:   
Name: Robert L. Lemke, Jr.  
Title: Chief Executive Officer

Date: 8-27-13

TYPSA (Tecnica y Proyectos S.A.)

By:   
Name: Miguel Bardalet Vinals  
Title: General Manager North America

Date: 8-27-13



4561 E McDowell Road  
Phoenix, Arizona 85008  
Tel: (602) 454-0402  
Fax: (602) 454-0403

January 13, 2014

Nicolas Alonso Berrio-Artegotua  
Isolux Corsan  
Corsan-Corviam  
Caballero Andante, 8  
28021 Madrid (Spain)

RE: AZTEC-TYPSA JV (Pending Formation)

Dear Nicolas:

Enclosed is the AZTEC-TYPSA JV Operating Agreement as requested.

Please note that the attached Operating Agreement will only be effective if and when the LLC is actually formed. This would occur after notification of award for the I-69 Section 5 project.

If you have any questions, or require additional information, please e-mail me at [rlemke@aztec.us](mailto:rlemke@aztec.us) or you can call me on my cell phone at 602-402-8683.

Sincerely,

**AZTEC-TYPSA JV**

A handwritten signature in blue ink that reads "Robert L. Lemke, Jr." in a cursive style.

Robert L. Lemke, Jr., PE  
Chief Executive Officer

**OPERATING AGREEMENT  
OF  
AZTEC-TYPSA DESIGN JV LLC**

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**OPERATING AGREEMENT  
OF  
AZTEC-TYPSA DESIGN JV LLC**

This Operating Agreement (the "Agreement") of AZTEC-TYPSA Design JV LLC, an Arizona limited liability company (the "Company"), is entered into on \_\_\_\_\_, 2014 to be effective as of \_\_\_\_\_, 2014 (the "Effective Date") by and among such Persons executing this Agreement as the Managers (as defined below) of the Company and those other parties who, from time to time, execute this Agreement as members of the Company, as such are listed on Exhibit A hereto (herein collectively referred to as the "Members").

NOW, THEREFORE, in consideration of the declarations contained in this Agreement, the parties agree as follows:

**ARTICLE 1  
FORMATION**

1.1 Formation. Pursuant to the Act (as defined below), the parties have formed an Arizona limited liability company effective upon the filing of the Articles of Organization with the Arizona Corporation Commission. The parties have executed this Agreement to serve as the "Operating Agreement" of the Company, and, subject to any applicable restrictions set forth in the Act, the activities and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement.

1.2 Treatment as a Partnership for Tax Purposes. The parties hereto intend that the Company shall always be operated in a manner consistent with its classification as a "partnership" for federal and applicable state income tax purposes. The parties hereto also intend that the Company not be treated as a "partnership" for purposes of Section 303 of the United States Bankruptcy Code. No party hereto shall take any action inconsistent with the express intent of the parties to this Agreement.

1.3 Company Name. The name of the Company shall be "AZTEC-TYPSA Design JV LLC". All activities and affairs of the Company shall be conducted in the Company name.

1.4 Known Place of Business. The Company's known place of business in Arizona shall be 4561 East McDowell Road, Phoenix, Arizona 85008-4505. The Company may change its known place of business at any time at the direction of the Operating Manager.

1.5 Statutory Agent. The name and address for the Company's statutory agent for service of process shall be AZTEC Engineering Group, Inc., 4561 East McDowell Road, Phoenix, Arizona 85008-4505 or such other place or Persons as the Operating Manager may from time to time designate in its sole and absolute discretion.

1.6 Purpose. The purpose of this Company shall be to perform certain services as a subcontractor in furtherance of the Project and to engage in such other lawful activities and

affairs as may be authorized under the Act that are approved by a Majority in Interest of the Members.

1.7 Term. The term of the Company commenced upon the filing of its Articles of Organization with the Arizona Corporation Commission and shall continue until such time as it shall be terminated under the provisions of Article 8.

1.8 Nature of Each Member's Interest in the Company. The interest of each Member in the Company shall be intangible personal property for all purposes. All real or other property owned by the Company shall be deemed owned by the Company as an entity, and no Member, individually, shall have any beneficial ownership interest therein.

1.9 Definitions. The following terms shall have the meanings set forth in this Section 1.9:

“Act” means the Arizona Limited Liability Company Act, codified Arizona Revised Statutes Section 29-701 et seq., as the same may be amended from time to time (or any corresponding provision of succeeding law).

“Agreement” means this written Operating Agreement (including all exhibits and schedules attached hereto).

“Assignee” means a Person who has acquired an economic interest in the Company but who has not been admitted to the Company as a substitute or additional Member.

“AZTEC” means AZTEC Engineering Group, Inc., an Arizona corporation

“Board” means the Board of Managers, as provided for in Article 4.

“Capital Contribution” means the total amount of cash and the fair market value (as determined by a Majority in Interest of the Members) of any other non-cash assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Code Section 752.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company” means AZTEC-TYPSA Design JV LLC, an Arizona limited liability company.

“Event of Withdrawal” means those events and circumstances listed in Act Section 29-733, provided, however, that following an Event of Withdrawal described in Act Section 29-733(8), (9) or (11) the Member shall remain a Member until it ceases to exist as a legal entity.

“Majority in Interest of the Members” means the consent of one or more Members who own a simple majority or more of the Units held by the Members that are entitled to vote on or consent to the matter under consideration.

“Managers” shall mean Miguel Bardalet Vinals and Robert L. Lemke, Jr., and their successors as such may be designated pursuant to Article 4 below.

“Member” means each Person signing this Agreement as a member of the Company and any Person who subsequently is admitted as a member of the Company.

“Membership Interest” means all of the rights of a Person holding a membership interest in the Company, including (a) with respect to a Member or an Assignee: (i) an interest in the Company’s capital, if any, and (ii) a share of the Company’s profits, income, gain and losses (and specially allocated items of income, gain, and deduction), and the right to receive distributions from the Company, and (b) with respect to the Members: (i) the right to inspect the Company’s books and records, and (ii) the right to participate in the management of and vote on matters coming before the Members as set forth herein.

“Net Cash Flow” means the gross cash receipts received by the Company in the ordinary course of its activities and affairs less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as is reasonably determined by the Board. “Net Cash Flow” shall not be reduced by noncash charges, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Net Cash From Liquidity Events” means the net cash proceeds from all sales and other dispositions of the Property less the portion thereof used to pay or establish reserves for all Company expenses, debt payments (including loans made by Members or Affiliates of Members), capital improvements, replacements, and contingencies, all as is reasonably determined by the Board. “Net Cash From Liquidity Events” shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of any Company Property.

“Operating Manager” shall mean Robert Lemke, and his successors as such may be designated pursuant to Article 4 below.

“Percentage Interest” means, as to a Member, the percentage set forth after the Member’s name on Exhibit A, as such is amended from time to time. Except as otherwise provide in this Agreement, each Member’s Percentage Interest will equal a fraction expressed as a percentage equal to the number of Units issued to such Member over the total number of Units issued and outstanding.

“Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other legal entity.

“Project” means that certain project that the Board elects to cause the Company to engage in.

“Property” means all real and personal property (including cash and membership interest in limited liability companies) acquired by the Company, and any improvements thereto.

“Regulations” means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Tax Matters Member” means the “tax matters partner” as defined in Section 6231(a)(7) of the Code, which shall be AZTEC, or such other Person selected by a Majority in Interest of the Members.

“Transfer” means, when used as a noun, any voluntary or involuntary sale, assignment, encumbrance, mortgage, pledge, hypothecation, or other transfer, and, when used as a verb, means voluntarily or involuntarily to sell, encumber, mortgage, pledge, hypothecate, assign, or otherwise transfer.

“TYPESA” means Tecnica y Proyectos S.A., a company organized under the laws of Spain with headquarters in Madrid, Spain and a branch office in Phoenix, Arizona.

“Unit” means a unit of Membership Interest. The ownership by a Member of Units shall entitle such Member to allocations of Net Income and Net Loss and other items of income, gain, loss or deduction, and distributions of Net Cash Flow and Net Cash From Liquidity Events, as set forth in this Agreement, subject, at all times, to any special allocation rules established by the Board pursuant to the terms of any other agreement in place between the Company and a Member. The Company may have multiple classes of Units, as determined by a Majority in Interest of the Members. Initially, the Company shall have Common Units. The number and class of Units issued to each Member shall be reflected on Exhibit A, as such may be revised or updated from time to time as provided herein.

“Unrecovered Capital” means, as of any specified date, an amount, if any, equal to: (a) the Capital Contributions of such Member, minus (b) the cumulative amount of distributions made to such Member prior to such specified date pursuant to Section 3.2(a). The Members’ Unrecovered Capital balances shall be maintained in the Company’s books and records.

1.10 Additional Defined Terms. In addition, all capitalized words and phrases used in this Agreement that are defined in Exhibit B shall have the meanings ascribed to them in that Exhibit.

## ARTICLE 2 MEMBERS AND CAPITAL CONTRIBUTIONS

2.1 Members. The name, address, Capital Contributions, Percentage Interest and the number of Units owned for each Member shall be set forth on Exhibit A (as such shall be updated or amended from time to time by the Operating Manager). Additional Members may be admitted to the Company upon such terms and conditions as may be determined or established by all of the Members.

2.2 Additional Capital Contributions. In the event that the Operating Manager determines that additional Capital Contributions are necessary or desirable to carry out the purposes of the Company or to satisfy Company obligations, each Member shall make a Capital Contribution equal to its pro rata share (based on its respective Percentage Interest) of the total

Capital Contribution requested by the Operating Manager. Any such request by the Operating Manager shall be made by the Operating Manager utilizing its reasonable business judgment.

2.3 Interest. Except as otherwise expressly provided in this Agreement, no Member shall receive any interest with respect to such Member's Capital Contributions or positive Capital Account balance.

2.4 Capital Accounts. The Company shall maintain for each Member a separate Capital Account in accordance with this Agreement. No Member with a negative Capital Account balance shall have any obligation to the Company or any other Member to restore such negative balance to zero.

2.5 No Third Party Beneficiary. No creditor or other third party having dealings with the Company shall have the right to enforce the right or obligation of any Member to make Capital Contributions or lend money to the Company or to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the Members set forth in this Agreement to make Capital Contributions shall be deemed an asset of the Company for any purpose by any creditor or other third party, nor may such rights or obligations be Transferred by the Company to secure any debt or other obligation of the Company or of any of the Members.

### **ARTICLE 3 DISTRIBUTIONS AND ALLOCATIONS**

3.1 Net Cash Flow. At any time as determined by the Operating Manager, Net Cash Flow available for distribution shall be distributed to the Members on a *pro rata* basis in accordance with their respective Percentage Interests.

3.2 Net Cash From Liquidity Events. At any time as determined by the Operating Manager, Net Cash From Liquidity Events available for distribution shall be distributed to the Members in the following order of priority:

(a) First, to the Members on a *pro rata* basis in proportion to their respective Unrecovered Capital balances, until each Member's Unrecovered Capital balance is reduced to zero; and

(b) Then, the balance shall be distributed to the Members on a *pro rata* basis in accordance with their respective Percentage Interests.

3.3 General.

(a) Form of Distribution. In connection with any distribution, no Member shall have the right to receive Property other than cash except as may be specifically provided herein. If any assets of the Company are distributed in-kind to the Members, those assets shall be valued on the basis of their fair market value, and to the extent any Member entitled to any

interest in those assets shall receive that interest as a co-member or as a tenant-in-common with the other Member(s) so entitled. Except as otherwise provided in this Agreement, the fair market value of the assets shall be determined by the Board.

(b) Amounts Withheld. The Operating Manager may withhold from amounts to be distributed to any Member any and all amounts, determined in the Operating Manager's reasonable discretion, to be required by any law, treaty, regulation, rule, ruling, directive or other governmental requirement. All amounts withheld pursuant the preceding sentence shall be treated as amounts distributed to the relevant Member pursuant to this Article 3.

3.4 Allocations of Profits and Losses. For income tax purposes, all items of income, gain, loss, deduction and credit of the Company for any tax period shall be allocated among the Members in accordance with the provisions set forth in Exhibit B attached hereto.

3.5 Discretion Regarding Elections. Any elections or other decisions relating to the allocations under this Article 3 or Exhibit B, the Member's Capital Accounts or any other elections provided for in the Code or other applicable law shall be made by the Operating Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

## ARTICLE 4 MANAGEMENT

4.1 Management. Subject to the rights of the Members under the Act or the provisions of this Agreement to approve certain actions, the business and affairs of the Company shall be managed by the Managers. Each Manager shall direct, manage, and control the business of the Company to the best of his ability and, subject only to those restrictions set forth in the Act or this Agreement, shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managers deems appropriate to accomplish the objectives of the Company.

### 4.2 Board Rights and Responsibilities.

(a) Tenure; Appointment. Each Member shall have the right and authority to appoint one Manager to a Board of Managers (the "Board"). A Manager may be removed or replaced at any time by the Member having the right to appoint such Manager. Each Manager shall hold office until his resignation or removal as provided elsewhere in this Agreement. A Person may resign as a Manager at any time by giving written notice of his or her resignation to the Member having the authority to appoint such Member. The initial Managers shall be Miguel Bardalet Vinals and Robert L. Lemke, Jr.

(b) Manner of Acting. Except as otherwise provided in this Agreement, the affirmative vote of a majority of the Managers shall be the act of the Managers. The Managers may act with or without a meeting of the Managers.

(c) Meetings. The Managers may have regular or special meetings. Each Manager shall have the right to call a meeting of the Managers by written notice to each Manager specifying a reasonable time and a place for such meeting. Such meetings may be held

by means of a conference telephone conversation or any similar communications equipment by means of which all persons participating in the meeting may hear each other.

(d) Deadlock. Each Manager shall act reasonably and in good faith with regard to approving or disapproving decisions related to the management of the Company (“Company Matters”). In the event the Managers are unable to agree on any Company Matter, then such Company Matter shall be resolved by a Majority in Interest of the Members.

(e) Operating Manager. The Board may appoint a Manager as the “Operating Manager” who shall direct and manage the day-to-day activities and affairs of the Company. The initial Operating Manager shall be Robert L. Lemke, Jr.

4.3 Limitations of Powers. Notwithstanding anything contained in this Agreement to the contrary, neither the Managers nor any Officer shall have any authority to bind or take any action on behalf of the Company with respect to any Major Decision unless such Major Decision has been unanimously approved by the Managers. Each of the following matters shall constitute a “Major Decision”:

(a) Sell or otherwise dispose of all or substantially all of the Property of the Company in a single transaction or a series of related transactions;

(b) Approve a plan of merger or consolidation of the Company with or into one or more Persons;

(c) File a voluntary petition on behalf of the Company in bankruptcy, make an assignment for the benefit of creditors of the Company, or consent to the appointment of a receiver for the Company or its Property or cause the Company to declare a default under any agreement entered into by the Company;

(d) Authorize the Company to issue Membership Interests or purchase all or part of any issued and outstanding Membership Interest; or

(e) Enter into any amendment, modification, revision, supplement, or rescission with respect to any of the foregoing.

4.4 Officers. The Company may have officers and agent with powers, duties and compensation established by the Operating Manager. Each such officer and agent shall exercise such powers and perform such duties as shall be determined from time to time by the Operating Manager. Each officer shall hold office of the term for which he or she is elected until his or her successor has been elected. Any individual may hold any number of offices. A Person may resign as an officer of the Company at any time by giving written notice of his or her resignation to the Operating Manager. A Person may be removed as an officer of the Company at any time by the Operating Manager. Any vacancy occurring in any office of the Company shall be filled by the Operating Manager.

4.5 Managers Have No Exclusive Duty to Company. No Manager shall be required to manage the Company as his sole and exclusive function and, except as otherwise provided in this Agreement, each Manager may engage in other activities in addition to those relating to the

Company. Each Manager shall devote such time and effort as is necessary for the management of the Company.

4.6 Compensation and Expenses. The Company may enter into management, employment or consulting contracts with any Manager or any other Person under such terms and conditions and providing for such compensation as shall be agreed upon by the Majority in Interest of the Members.

## **ARTICLE 5 RECORDS AND ELECTIONS**

5.1 Books and Records. At the expense of the Company, the Operating Manager shall keep or cause to be kept books and records of the Company. The books and records shall be maintained in accordance with the Act and shall be kept at such location or locations as the Operating Manager shall determine. Each Member shall have the right, during normal business hours, to inspect and copy, at the Member's expense, the Company's books and records.

5.2 Returns and Other Elections. The Operating Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Operating Manager.

5.3 Annual Accounting Period. The annual accounting period of the Company shall be its Fiscal Year which shall be the calendar year unless otherwise determined by the Operating Manager.

5.4 Federal Income Tax Proceedings. The Tax Matters Member shall notify the Members of all administrative and judicial federal and state tax proceedings relating to the Company. The Tax Matters Member shall have the right to obtain professional assistance with respect to any audit of the Company. Expenses of any proceedings undertaken by the Tax Matters Member shall be paid for out of Company assets. The cost of any adjustment to a Member, and the cost of any resulting audits or adjustments to a Member's tax return, shall be borne solely by the affected Member. The Tax Matters Member shall act as such for the Company and the Members, with all the rights and responsibilities of that position described in the Code, while keeping the other Members fully informed. No other Member shall have the right to act for the Company, or for itself or for any other Member with respect to any tax issues. The Tax Matters Member shall have the right to settle, defend or refuse to settle tax issues raised by any authority with respect to items of income, gain, loss, deduction and credit relating to the Company, its property or business without the consent of the Operating Manager or any other Member.

5.5 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Operating Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

5.6 Reimbursement. The Company will reimburse the Members for all internal costs and expenses (including, by way of example, for travel, lodging, employee and consultant time, etc.) incurred by the Members or their respective personnel or consultants, as applicable, in providing services for the benefit of the Business (including in respect of accounting, tax, financial and other related areas) at the going rate for such services if purchased at arm's length between unaffiliated parties.

## **ARTICLE 6 MEMBERS; MEMBER DUTIES**

6.1 Liability of Members. No Member shall be personally liable for any of the debts of the Company or any of the losses thereof other than as provided for in the Act.

6.2 Meetings. The Members may have regular or special meetings. Such meetings shall be held at such place as may, from time to time, be mutually fixed or determined by any Member. Such meetings may be held by means of a conference telephone conversation or any similar communications equipment by means of which all persons participating in the meeting may hear each other.

### 6.3 Member Duties.

(a) Except as otherwise provided in this Agreement or the Act to the contrary, no Member shall have the authority to act for or bind the Company.

(b) In connection with the Project, each Member will have the duties and responsibilities designated by the Board which may include the following:

(i) AZTEC: AZTEC will be responsible for the management of the Project design and will perform a portion of the Project design itself; and

(ii) TYPSA: TYPSA will assist with any and all Project design elements necessary to successfully complete the Project.

(c) Each Member will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the Project pre-proposal and proposal periods, which are defined as the periods up to the award of a prime contract for the Project. Neither Member shall have any right to any reimbursement, payment or compensation of any kind from the other during the period prior to the award of the contract contemplated by this Agreement.

(d) Each Member will work with the other in good faith to produce a proposal or proposals which will cause the selection of the Company as a leader engineering entity for the acceptance by the commercial entity, and each Member will continue to exert reasonable, good faith efforts toward this objective throughout any and all negotiations concerning a proposed contract or subcontracts which may follow the submission of such proposal or proposals. This requirement includes the furnishing of qualified personnel who will cooperate together in drafting a proposal.

(e) The Members each will designate in writing one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the Members' obligations under this Agreement.

## **ARTICLE 7 TRANSFERS AND WITHDRAWALS**

7.1 General Restrictions. Except as otherwise expressly provided in this Article 7, no Membership Interest may be Transferred, and no third-party purchaser may be added as an additional or substituted Member of the Company, except upon the written consent of each Member. Any attempted Transfer without such written consent, other than a Transfer permitted by this Agreement shall be null and void and of no force and effect.

7.2 Assignee. An Assignee shall be entitled to receive allocations of Net Income and Net Losses and distributions of Net Cash Flow or Net Cash From Liquidity Events from the Company attributable to the Membership Interest acquired from and after the effective date of the assignment; provided, however, that such Assignee shall have no right to inspect the Company books or records, to vote on Company matters, or to exercise any other right or privilege as a Member. Further, any Member assigning its Membership Interest may not, as a condition of such assignment or otherwise, agree or obligate itself to act on behalf of or under the direction of such Assignee with regard to any right or privilege which a Member would have with respect to such Transferred Membership Interest and any attempts to act in such capacity shall be void and of no effect and shall not be recognized by the Company.

7.3 Condition to Substitution. No Assignee shall become a substitute Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment in form and content satisfactory to each Member shall have been filed with the Company, which instrument shall specify the Membership Interest being assigned and set forth the intention of the assignor that the Assignee succeed to the assignor's Membership Interest as a substitute Member in his or her place;

(b) The assignor and Assignee shall have executed and acknowledged such other instruments as each Member may deem necessary or desirable to effect such substitution in his sole discretion, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) Unless waived by each Member, a transfer fee shall have been paid to the Company which is sufficient to cover all reasonable expenses connected with such substitutions; and

(d) Each Member shall have consented to such substitution.

**ARTICLE 8**  
**DISSOLUTION OF THE COMPANY**

8.1 Dissolution. The Company will be dissolved upon the occurrence of any of the following events:

- (a) Upon the written consent of each Member;
- (b) Upon the entry of a decree of dissolution under Section 29-785 of the Act or an administrative dissolution under Section 29-786 of the Act;
- (c) Upon the occurrence of an Event of Withdrawal of the last remaining Member unless within ninety (90) days all assignees of Membership Interests consent in writing to admit at least one Member pursuant to Section 29-731(B)(4) of the Act to continue the business of the Company; or
- (d) Upon the sale or other disposition of all or substantially all of the Company's Property and receipt by the Company of the proceeds therefrom.

8.2 Distributions and Other Matters. Upon the dissolution of the Company, the Company shall cease to carry on its activities and affairs, except insofar as may be necessary for the winding up of its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, but its separate existence shall continue until a certificate of dissolution has been issued by the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction. Promptly upon the dissolution of the Company, the Operating Manager will liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, or distribute the Company's assets in kind, as follows and in the following order:

- (a) Ordinary Debts. To payment of the debts and liabilities of the Company, including debts owed to Members, in the order of priority provided by law; provided that the Company shall first pay to the extent permitted by law, liabilities with respect to which any Member is or may be personally liable;
- (b) Reserves and Distributions. To the setting up of such reserves as the Operating Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company business; and
- (c) Remainder. The balance of the proceeds shall be distributed to the Members in the same manner as distributions are made pursuant Section 3.2.

8.3 Deficit Capital Accounts. Notwithstanding anything to the contrary in this Agreement, if a Member's Capital Account has a deficit balance (taking into account all contributions, distributions, and allocations for the year in which a liquidation occurs), such Member shall not be obligated to make any contribution to the capital of the Company and the negative balance of such Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose whatsoever.

8.4 Rights of Members' Distributions of Property. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member shall have priority over any other Member for the return of his or her Capital Contributions, distributions, or allocations.

8.5 Articles of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Operating Manager (or such other Person or Persons as the Act may require or permit) shall file Articles of Termination with the Arizona Corporation Commission and take such other actions as may be necessary to terminate the Company.

## **ARTICLE 9 INDEMNITY**

9.1 Indemnity Rights. The Company shall indemnify each Member, each Manager, each officer of the Company and their respective affiliates (each an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of its actions as a member, manager or officer of the Company or by reason of its acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against out-of-pocket expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit, or proceeding, provided that the acts of such Indemnified Party were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Indemnified Party had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Indemnified Party acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.2 Notice and Defense. Any Indemnified Party who is or may be entitled to indemnification shall give timely written notice to the Company and each Member that a claim has been or is about to be made against it, shall permit the Company to defend it through legal counsel of the Company's own choosing, and shall cooperate with the Company in defending against the claim. The Operating Manager shall select such legal counsel and determine the terms and conditions of any settlement of such claim.

9.3 Other Sources. The indemnification provided for herein shall apply only in the event, and to the extent that, the Indemnified Party is not entitled to indemnification, or other payment, from any other source (including insurance), and the Company's indemnity obligations hereunder shall be in excess of any indemnification or other payment provided by such other source.

9.4 Survival. The indemnification provided for herein shall continue as to an Indemnified Party who has ceased to be a member, manager or officer of the Company and shall inure to the benefit of the heirs, executors, and administrators of such Person.

9.5 Additional Capital Contributions. No Member shall be required to make an additional Capital Contributions in order to pay for the indemnification of an actor pursuant to this Article 9.

## **ARTICLE 10 ADDITIONAL PROVISIONS**

10.1 Notices. Any notice, demand, offer, or other communication which any Person is required or may desire to give to any other Person shall be delivered in person or by United States mail, facsimile, or overnight or next-day delivery service. If mailed, such notice shall be deemed to be delivered two (2) days after deposited in the United States mail, postage prepaid, addressed to the person at his address as it appears on the books of the Company. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the fax number, if any, for the Person which has been supplied by such person and identified as such person's facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his address as it appears on the books of the Company.

10.2 Partial Invalidity. The invalidity of any portion of this Agreement will not affect the validity of the remainder hereof.

10.3 Governing Law; Parties in Interest. This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties.

10.4 Amendment. Except as otherwise provided in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by each Member.

10.5 Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

10.6 Titles and Captions. All article, section, or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context thereof.

10.7 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

10.8 Waiver of Action for Partition. Each Member irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Property.

10.9 Entire Agreement. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof.

10.10 Construction. Such pronouns as “he,” “his,” “him,” “it,” or “who” with “Members” or “Member” as the antecedent shall be deemed to refer also to each such Persons who is a man, woman, a limited liability company, partnership, a joint venture, an association, a corporation or a trust. Whenever required by the context hereof, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa. Section headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

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

**MANAGERS:**

\_\_\_\_\_  
Miguel Bardalet Vinals

\_\_\_\_\_  
Robert L. Lemke, Jr.

**MEMBERS:**

AZTEC ENGINEERING GROUP, INC., an  
Arizona corporation

By: \_\_\_\_\_  
Robert L. Lemke, Jr., Chief Executive  
Officer

TYPSA GROUP, a company organized  
under the laws of Spain

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**MEMBER SCHEDULE**

Name and Address of the Members	Percentage Interest	Units	Capital Contributions
AZTEC Engineering Group, Inc. 4561 E. McDowell Road Phoenix, Arizona 85008 Attn: Robert L. Lemke, Jr.	60%	60	\$60
TYPESA Group (Tecnica y Proyectos S.A.) _____ _____ Attn: Miguel Bardalet Vinals	40%	40	\$40
Totals	100%	100	\$100

## EXHIBIT B

### TAX PROVISIONS

B.1 Definitions. The following terms, which are used predominantly in this Exhibit B, shall, have the meanings set forth below for all purposes under this Agreement.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in the Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments: (a) the Capital Account shall be increased by the amounts which the Member is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and (b) the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account Deficit is intended to comply with Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in a manner consistent with that Regulation.

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Operating Manager in accordance with Regulation Section 1.704-1(b)(2)(iv)(g)(3).

“Book Value” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross fair market value of such Company asset as of the date of such contribution, as reasonably determined by the Operating Manager;

(b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross fair market value as of the date of such distribution, as reasonably determined by the Operating Manager;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Operating Manager, after consulting with the Company’s accountant, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a *de minimis* amount;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company;

(iii) the grant to a service provider of any Membership Interest; and

(iv) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g);

provided, that adjustments pursuant to clauses (i), (ii) and (iii) above need not be made if the Operating Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and subparagraph (f) of the definition of "Net Income" and "Net Loss"; provided, however, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Loss.

"Capital Account" means, with respect to each Member, the Capital Account maintained for such Member in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Sections B.2 through B.6; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property distributed to such Member pursuant to Article 3 and Section 8.2;

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Sections B.2 through B.6; and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event Membership Interests are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Membership Interests.

(d) In determining the amount of any liability for purposes of subparagraphs (a) and (b) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Operating Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Regulations, the Operating Manager may make such modification. The Operating Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company Minimum Gain” means “partnership minimum gain” as defined in Section 1.704-2(b)(2) of the Regulations, substituting the term “Company” for the term “partnership” as the context requires.

“Fiscal Year” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Regulation Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulation Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Net Income” and “Net Loss” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Regulation Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“Nonrecourse Liability” has the meaning set forth in Regulations Section 1.704-2(b)(3).

“Regulations” means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

## B.2 Allocation of Net Income and Net Loss.

(a) For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section B.3, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (i) the distributions that would be made to such Member pursuant to Section 8.2 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 8.2, to the Members immediately after making such allocations, minus (ii) such Member’s share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

(b) Except as provided below, no Net Loss shall be allocated to any Member pursuant to Section B.2(a) if the allocation causes the Member to have an Adjusted Capital Account Deficit or increases the Member’s Adjusted Capital Account Deficit. All Net Loss in excess of the limitations set forth in this Section B.2(b) shall be allocated to the other Members until each Member is subject to the limitation of this Section B.2(b), and thereafter, in accordance with the Members’ Percentage Interests. If any Net Loss is allocated to a Member because of this Section B.2(b), then all subsequent Net Income shall be allocated to the Members on a pro rata basis based on Net Loss allocated to them pursuant to this Section B.2(b) until each Member has been allocated an amount of Net Income pursuant to this Section B.2(b) equal to the Net Loss previously allocated to that Member under this Section B.2(b).

## B.3 Regulatory and Special Allocations. Notwithstanding the provisions of Section B.2:

(a) If there is a net decrease in Company Minimum Gain (determined according to Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section B.3(a) is intended to comply with the “minimum gain chargeback” requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Regulations Section 1.704-2(i). Except as otherwise provided in Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially

allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section B.3(b) is intended to comply with the "minimum gain chargeback" requirements in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section B.3(c) is intended to comply with the qualified income offset requirement in Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) The allocations set forth in paragraphs (a), (b) and (c) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations under Code Section 704. Notwithstanding any other provisions of this Exhibit B (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Loss among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Loss and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(e) The Company and the Members acknowledge that allocations like those described in Proposed Regulation Section 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Regulation Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance as may be reasonably determined by the Operating Manager.

#### B.4 Tax Allocations.

(a) Subject to Section B.4(b) through Section B.4(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other applicable law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and any permitted method set forth in Regulation Section 1.704-3 that is selected by the Operating Manager, so as to take account of any variation

between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Regulation Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Operating Manager taking into account the principles of Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section B.4 in accordance with any permitted method set forth in Regulation Section 1.704-3 that is selected by the Operating Manager.

(f) Allocations pursuant to this Section B.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss, distributions or other items pursuant to any provisions of this Agreement.

B.5 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Exhibit B, Net Income, Net Loss and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method or such other permissible method selected by the Operating Manager.

B.6 Curative Allocations. In the event that the Operating Manager determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Exhibit B (an "Unallocated Item"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Regulations Section 1.704-1(b) and the factors set forth in Regulations Section 1.704-1(b)(3)(ii)) (a "Misallocated Item"), then the Operating Manager may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests.

B.7 Discretion Regarding Elections. Any elections or other decisions relating to the allocations under this Exhibit B, the Member's Capital Accounts or any other elections provided for in the Code or other applicable law shall be made by the Operating Manager.