

Schedule 18
Amendment to the New Escrow Agreement
(See attached.)

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**FIRST AMENDMENT
TO
NEW ESCROW AGREEMENT**

This First Amendment to New Escrow Agreement (this “Amendment”) is made as of the ___ day of _____, 2023 by and among the **PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY**, a body corporate and politic constituting a public corporation and government instrumentality created pursuant to the provisions of Act No. 74 of June 23, 1965, as amended (the “Authority”), **AUTOPISTAS METROPOLITANAS DE PUERTO RICO, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the “PR-22/5 Concessionaire”), pursuant to the PR-22/5 Concession Agreement (as defined below), **PUERTO RICO TOLLROADS, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the “New Concessionaire” and, together with the PR-22/5 Concessionaire, the “Concessionaires”), pursuant to the New Toll Roads Concession Agreement (as defined below), **BANCO POPULAR DE PUERTO RICO**, a Puerto Rico banking corporation (the “Bank”), and **BANCO POPULAR DE PUERTO RICO, FIDUCIARY SERVICES DIVISION**, a Puerto Rico banking corporation, as escrow agent (the “Escrow Agent”). The Authority and the Concessionaires are sometimes referred to herein collectively as the “Contracting Parties” or individually as a “Contracting Party,” and together with the Bank and the Escrow Agent, the “Parties.”

WITNESSETH:

3/3/23
[Signature]

WHEREAS, the Authority, the PR-22/5 Concessionaire, the Bank and the Escrow Agent entered into that certain New Escrow Agreement, dated as of December 6, 2022 (the “New Escrow Agreement”), pursuant to that certain (i) Toll Road Concession Agreement, dated as of June 27, 2011 (as subsequently amended, modified and/or supplemented from time to time, the “PR-22/5 Concession Agreement”), whereby the Authority granted a concession to the PR-22/5 Concessionaire for the operation and maintenance of the PR-22 and PR-5 Toll Roads (the “PR-22/5 Toll Roads”), and (ii) Escrow Agreement, by and among the Authority, the PR-22/5 Concessionaire, the Autonomous Municipality of Guaynabo, Banco Popular de Puerto Rico, and the Escrow Agent, dated September 22, 2011, as amended by that certain Amendment Agreement No. 1 to the Original Escrow Agreement and Disbursement Instructions, dated as of December 6, 2022, and further amended by that certain that certain Amendment Agreement No. 2 to the Original Escrow Agreement and Disbursement Instructions, dated as of [], 2023, as supplemented by the Second Amended and Restated Disbursement Instructions, dated as of [], 2023, attached as Exhibit A to Amendment Agreement No. 2 to the Original Escrow Agreement;

WHEREAS, the Authority and the New Concessionaire have entered into that certain Toll Roads Concession Agreement, dated as of _____, 2023 (as subsequently amended, modified and/or supplemented from time to time, the “New Toll Roads Concession Agreement”), whereby the Authority granted a concession to the New Concessionaire for the operation and maintenance of the following Puerto Rico toll roads – PR-20, PR-52, PR-53, and PR-66 (collectively, the “New Concessionaire Toll Roads”);

WHEREAS, it is a condition precedent to the closing of the transactions contemplated under the New Toll Roads Concession Agreement that the Parties execute this Amendment; and

WHEREAS, the Parties have agreed to amend the New Escrow Agreement subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties covenant and agree as follows:

1. **Capitalized Terms.** All undefined and capitalized terms contained in this Amendment shall have the same meanings ascribed to them in the New Escrow Agreement. The recitals set forth above are hereby incorporated by reference to form a part hereof.

2. **Amendments to New Escrow Agreement.**

(a) *Definitions.* The modifications set forth below shall be made to the definitions set forth in Section 1 of the New Escrow Agreement.

(i) The defined term “Concessionaire’s Additional Revenues” and the definition thereof are hereby deleted and the following new term and definition is inserted in lieu thereof:

“PR-22/5 Concessionaire’s Additional Revenues” means all amounts collected by or on behalf of the PR-22/5 Concessionaire related to a Maximum Temporary Increase (as defined in the PR-22/5 Concession Agreement) on the PR-22/5 Toll Roads.

(ii) The definition of “Delinquent Amounts Reports” is hereby amended and restated in its entirety to read as follows:

“Delinquent Amounts Reports” means a weekly report prepared by the ETC Service Provider setting forth the Other Amounts and the allocation of Delinquent Amounts among the PR-22/5 Toll Roads, the New Concessionaire Toll Roads, the roads operated by the Authority (excluding, for the avoidance of doubt the PR-22/5 Toll Roads and the New Concessionaire Toll Roads), the roads operated by the Municipality of Guaynabo and the PR-17 toll road operated by Autopistas de Puerto Rico y Compañía, LLC.

(iii) The following definitions are added to Section 1 of the New Escrow Agreement in the appropriate alphabetical order as follows:

“Concessionaires” means the New Concessionaire and the PR-22/5 Concessionaire.

“First Amendment Effective Date” means _____, 2023.

“HTA Toll Roads” means the toll roads operated by the Authority (excluding, for the avoidance of doubt, the PR-22/5 Toll Roads and the New Concessionaire Toll Roads).

Handwritten signature and initials in the left margin, consisting of a stylized name and a vertical line.

“New Concessionaire Escrow Subaccount” has the meaning given to it in Section 3(b)(iii) of this Agreement.

“New Concessionaire Initial Funding Amount” has the meaning given to the term “Initial Funding Amount” in Section 1.1 of the New Toll Roads Concession Agreement.

“New Concessionaire Maximum Temporary Increase” has the meaning given to the term “Maximum Temporary Increase” in Section 1.1 of the New Toll Roads Concession Agreement.

“New Concessionaire Required Balance” has the meaning given to the term “Required Balance” in Section 1.1 of the New Toll Roads Concession Agreement.

“New Concessionaire’s Additional Revenues” means all amounts collected by or on behalf of the New Concessionaire related to the New Concessionaire Maximum Temporary Increase.

“PR-22/5 Concessionaire” means Autopistas Metropolitanas de Puerto Rico, LLC.

(b) *Rule of Construction.* The last sentence of Section 1 of the New Escrow Agreement is hereby amended and restated in its entirety to read as follows:

“Capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Original Escrow Agreement or the applicable Concession Agreement, as the context requires.”

(c) *Establishment of New Escrow Account.* Sections 3(b), 3(c), 3(d) and 3(e) of the New Escrow Agreement are hereby amended and restated in their entirety to read as follows:

(b) The Authority hereby establishes, and confirms the existence and establishment of, the following escrow account and sub-accounts, in each case held by the Escrow Agent:

- (i) an escrow account designated as account number 75-0294-01-9 (the “New Escrow Account”), which will receive (A) all of the Delinquent Amounts, (B) the PR-22/5 Concessionaire’s Additional Revenues and the New Concessionaire’s Additional Revenues transferred from the Consolidated Escrow Account pursuant to the Disbursement Instructions and (C) all Other Amounts;
- (ii) an escrow sub-account (under the New Escrow Account) designated as sub-account 75-0294-02-7 (the “Metropistas Escrow Subaccount”), which will receive (A) the amounts transferred from the Consolidated Escrow Account

pursuant to Section 2.01(c) of the Disbursement Instructions, (B) the amounts to be transferred from the New Escrow Account (excluding Delinquent Amounts in respect of the New Concessionaire Toll Roads and the HTA Roads and the New Concessionaire's Additional Revenues) pursuant to this Agreement and any other funds transferred pursuant to Section 6(ii) of this Agreement or otherwise deposited by the Authority in the Metropistas Escrow Subaccount and (C) any other funds transferred by the Authority until, after giving effect to any such transfer, the amount on deposit in the Metropistas Escrow Subaccount shall be equal to the Required Balance;

- (iii) an escrow sub-account (under the New Escrow Account) designated as sub-account _____ (the "New Concessionaire Escrow Subaccount"), which will receive (A) the amounts transferred from the Consolidated Escrow Account pursuant to Section 2.01(e) of the Disbursement Instructions, (B) the Delinquent Amounts in respect of the New Concessionaire Toll Roads and the New Concessionaire's Additional Revenues and any other funds transferred pursuant to Section 6(ii) of this Agreement or otherwise deposited by the Authority in the New Concessionaire Escrow Subaccount, and (C) any other funds transferred by the Authority until, after giving effect to any such transfer, the amount on deposit in the New Concessionaire Escrow Subaccount shall be equal to the New Concessionaire Required Balance;
- (iv) an escrow sub-account (under the New Escrow Account) designated as sub-account 75-0294-03-5 (the "APR Escrow Subaccount"), which will receive such amounts directed from time to time by the Authority from funds otherwise allocated to the Authority from the New Escrow Account or other funds otherwise available to the Authority; and
- (v) an escrow sub-account (under the New Escrow Account) designated as sub-account 75-0294-04-3 (the "Municipality of Guaynabo Escrow Subaccount"), which will receive such amounts directed from time to time by the Authority from funds otherwise allocated to the Authority from the New Escrow Account or other funds otherwise available to the Authority.

(c) The New Escrow Account shall, subject to Section 3(f), be held by the Escrow Agent for the benefit of the Contracting Parties and shall be governed by the provisions of this Agreement. The Metropistas Escrow Subaccount shall be held by the Escrow Agent for the exclusive benefit of the PR-22/5 Concessionaire, the New Concessionaire Escrow Subaccount shall be held by the Escrow Agent for the exclusive benefit of the New Concessionaire, the APR Escrow Subaccount shall be held by the Escrow Agent for the exclusive benefit of APR, and the Municipality of Guaynabo Escrow Subaccount shall be held by the Escrow Agent for the exclusive benefit of the Municipality of Guaynabo, and all of such accounts shall be governed by the provisions of this Agreement. Any and all amounts on deposit in the New Escrow Account from time to time (as reduced by any automatic transfers as described hereinafter, disbursements and amounts withdrawn under

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Section 6) are referred to herein as the "Escrow Fund." For the avoidance of doubt, neither the New Escrow Account, the Metropistas Escrow Subaccount, the New Concessionaire Escrow Subaccount, the APR Escrow Subaccount, the Municipality of Guaynabo Escrow Subaccount, nor the funds deposited respectively therein shall constitute the property of, or belong to, the Escrow Agent or the Bank.

- (d) The Authority shall, and the Escrow Agent is hereby instructed to:
 - (i) ...
 - (ii) on the First Amendment Effective Date, deposit in the New Escrow Account the New Concessionaire Initial Funding Amount, and the Escrow Agent shall transfer such amount to the New Concessionaire Escrow Subaccount;
 - (iii) immediately upon receipt or collection, deposit or cause to be deposited directly into the New Escrow Account all Delinquent Amounts, PR-22/5 Concessionaire's Additional Revenues, New Concessionaire's Additional Revenues and Other Amounts; and
 - (iv) distribute, on a weekly basis, the amounts on deposit in the New Escrow Account as provided in Section 6 of this Agreement.
- (e) The New Escrow Account (but excluding any Delinquent Amounts in respect of the HTA Roads and any Other Amounts) will be debited on a monthly basis directly by the Escrow Agent for the Escrow Agent fees provided in Section 8(h) of this Agreement (the "Escrow Agent Fees"). Such debit shall be made concurrently with the deduction made for the weekly Transfer payment referred to in Section 6(i)".

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(d) *Rights to Funds Held in Accounts.* A new clause (f) shall be inserted after clause (e) in Section 3 of the New Escrow Agreement as follows:

"(f) Notwithstanding anything herein to the contrary, the Parties acknowledge and agree as follows: (i) neither the Sweep Account nor the New Escrow Account nor the funds on deposit in the Sweep Account or the New Escrow Account are the property of the Escrow Agent or the Bank; and (ii) the amounts on deposit in the New Escrow Account shall be allocated pursuant to this Agreement and the Disbursement Instructions, and (iii) the amounts on deposit in the New Escrow Account shall constitute the exclusive property (to the exclusion of a claim by any other Person) of the applicable Contracting Party upon the transfer of any such amounts to the applicable Contracting Party. "

(e) *Investment of Funds.* Section 4 of the New Escrow Agreement is hereby amended in its entirety to read as follows:

"The funds in the Sweep Account, the New Escrow Account, the Metropistas Escrow Subaccount, the New Concessionaire Escrow Subaccount, the APR Escrow

Subaccount and the Municipality of Guaynabo Subaccount shall not be invested except as otherwise instructed: (i) with respect to the funds on deposit in the Sweep Account and the New Escrow Account, by the Authority and the Concessionaires jointly, (ii) with respect to the funds on deposit in the Metropistas Escrow Subaccount, by the PR-22/5 Concessionaire, (iii) with respect to the funds on deposit in the New Concessionaire Escrow Subaccount, by the New Concessionaire, and (iv) with respect to the funds on deposit in the APR Escrow Subaccount and the Municipality of Guaynabo Subaccount, by the Authority, in each case, pursuant to written instructions to the Escrow Agent detailing the manner and form in which the relevant funds shall be invested. The investment income, if any, shall form part of the funds in the Sweep Account, the New Escrow Account, the Metropistas Escrow Subaccount, the New Concessionaire Escrow Subaccount, the APR Escrow Subaccount or the Municipality of Guaynabo Subaccount, as applicable, and shall be subject to the provisions of Section 6 of this Agreement”.

(f) *Disbursements.* Section 6 of the New Escrow Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Subject to the provisions of Section 6(f) below, within two (2) Business Days after receipt by the Escrow Agent of the Delinquent Amounts Report for the preceding week, the Escrow Agent shall, and is hereby instructed to, transfer or disburse the funds on deposit in the New Escrow Account in the following manner and order of priority (each, a “Transfer” and collectively, the “Transfers”):

(i) *first* (but with no particular order or priority among the recipients listed in this clause *first*):

(1) transfer to the Metropistas Escrow Subaccount for the account of the PR-22/5 Concessionaire, any amounts in the New Escrow Account (excluding all Delinquent Amounts in respect of the New Concessionaire Toll Roads, the HTA Roads, the New Concessionaire’s Additional Revenues and any Other Amounts) until, after giving effect to such transfer, (x) there shall be no outstanding Delinquent Non-Cash Tolls owed to the PR-22/5 Concessionaire, and (y) thereafter, the amount on deposit in the Metropistas Escrow Subaccount shall be equal to the Required Balance; and

(2) transfer to the New Concessionaire Escrow Subaccount for the account of the New Concessionaire, the Delinquent Amounts in respect of the New Concessionaire Toll Roads and the New Concessionaire’s Additional Revenues until, after giving effect to such transfer, (x) there shall be no outstanding Delinquent Non-Cash Tolls owed to the New Concessionaire, and (y) thereafter, the amount on deposit in the New Concessionaire Escrow Subaccount shall be equal to the New Concessionaire Required Balance;

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(ii) *second*, disburse any amounts remaining in the New Escrow Account (other than the Other Amounts) as directed by the Authority; provided that, to the extent that the amounts on deposit in either of the Metropistas Escrow Subaccount or the New Concessionaire Escrow Subaccount shall be less than the Required Balance or the New Concessionaire Required Balance, as applicable, such amounts remaining in the New Escrow Account (other than the Other Amounts) shall be deposited in either the Metropistas Escrow Subaccount or the New Concessionaire Escrow Subaccount until the Required Balance or the New Concessionaire Required Balance, as applicable, is reached prior to such remaining amounts being disbursed as directed by the Authority; and

(iii) *third*, transfer to the Consolidated Escrow Account the Other Amounts as directed in the Delinquent Amounts Report.

(b) (i) The PR-22/5 Concessionaire hereby directs the Escrow Agent to apply the funds on deposit in the Metropistas Escrow Subaccount for the immediate payment of any Delinquent Non-Cash Tolls due from the Authority to the PR-22/5 Concessionaire, as set forth in the applicable Traffic Report(s), and not paid from the funds on deposit in the Existing Escrow Accounts pursuant to the Disbursement Instructions; (ii) the New Concessionaire hereby directs the Escrow Agent to apply the funds on deposit in the New Concessionaire Escrow Subaccount for the immediate payment of any Delinquent Non-Cash Tolls due from the Authority to the New Concessionaire, as set forth in the applicable Traffic Report(s), and not otherwise paid from the funds on deposit in the Existing Escrow Accounts pursuant to the Disbursement Instructions (iii) the Authority hereby directs the Escrow Agent to apply the funds on deposit in the APR Escrow Subaccount to cover any deficiencies in APR Revenues, as set forth in the applicable Traffic Report(s), and not otherwise paid from the funds on deposit in the Existing Escrow Accounts pursuant to the Disbursement Instructions; and (iv) the Authority hereby directs the Escrow Agent to apply the funds on deposit in the Municipality of Guaynabo Escrow Subaccount to cover any deficiencies in Guaynabo Toll Revenues for Tolling in the Conector Los Filtros, as set forth in the applicable Traffic Report(s), and not otherwise paid from the funds on deposit in the Existing Escrow Accounts pursuant to the Disbursement Instructions.

(c) Upon making such Transfers under Sections 6(a) and 6(b), the Escrow Agent shall provide electronically a notice (a "Notice of Transfer") to each Contracting Party in the form attached as Exhibit B.

(d) Upon receipt of a Notice of Transfer, each Contracting Party shall promptly send electronically a written acknowledgement of the same to the Escrow Agent and the Authority.

(e) If any Contracting Party gives notice to the Escrow Agent (with a copy delivered contemporaneously to each other Contracting Party) disputing the amounts of any Transfer (a "Counter Notice") within ten (10) Business Days following the earlier of (i) receipt of electronic written acknowledgement or (ii) personal delivery, as applicable pursuant to Section 6(c) above, by the Escrow

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Agent of the Notice of Transfer regarding such Transfer, such dispute shall be resolved as provided in Section 6(f) below. Any Counter Notice shall set forth in reasonable detail the basis for the objection to the Transfer.

- (f) If no Counter Notice is received by the Escrow Agent within such ten (10) day period or if the Counter Notice applies only to a portion of the Notice of Transfer, then the dollar amount of Transfers set forth in the Notice of Transfer, to the extent undisputed, shall be deemed agreed to for purposes of this Agreement.
- (g) The Contracting Parties shall resolve the matters disputed on the Counter Notice according to the dispute resolution procedure set forth in Section 20. The determination issued in such procedure shall specify how the Escrow Agent shall apply the Escrow Funds in the New Escrow Account or future funds received to resolve the dispute. The Escrow Agent shall act in accordance with such determination without further instruction.
- (h) Each Contracting Party will be responsible for that portion of the monthly Escrow Agent Fees equal to the proportion that the amounts that it received for such month bears to total amounts in the New Escrow Account for such month. The Escrow Agent shall deduct each Contracting Party's share of the Escrow Agent Fees for the preceding month from the first weekly Transfer payment following the issuance of the Escrow Agent report pursuant to Section 5 of this Agreement.
- (i) If at any time (x) the funds on deposit in the Metropistas Escrow Subaccount exceed the Required Balance, or (y) the funds on deposit in the New Concessionaire Escrow Subaccount exceed the New Concessionaire Required Balance, the Authority may instruct the Escrow Agent to disburse such excess funds to the Authority at the account provided in such written instructions".

(g) *Limited Responsibility.* Section 9 of the New Escrow Agreement is hereby amended in its entirety to read as follows:

"This Agreement expressly sets forth all the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. Except for terms used herein as defined in the Concession Agreement and the New Toll Roads Concession Agreement, the Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement and the Original Escrow Agreement, regardless of whether the Escrow Agent has knowledge thereof. Moreover, the Escrow Agent shall have no obligation or duty to monitor, reconcile or determine whether (a) deposits or chargebacks made to the Sweep Account or the HTA Existing Commercial Account by the ETC Service Provider or the Merchants with respect to Delinquent Amounts, PR-22/5 Concessionaire's Additional Revenues, New Concessionaire's Additional Revenues or Other Amounts or (b) any other actions or omissions of the ETC Service Provider or the Merchants comply with the corresponding agreement. The Escrow Agent shall not be liable or held responsible for any actions or omissions of the ETC Service

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Provider or the Merchants with respect to (i) deposits or chargebacks made to the Sweep Account or the HTA Existing Commercial Account or (ii) the corresponding agreement”.

(h) *Notices.* Section 12 of the New Escrow Agreement is hereby amended in its entirety to read as follows:

“All notices, consents, waivers and other communications under this Agreement must be in writing and shall be given personally or sent by internationally recognized overnight delivery service. Any such notice shall be deemed to have been given when received, if delivered in person or sent by such overnight delivery service, in any such case to the address set forth below (or to such other address or addresses as a Contracting Party may have advised the other in the manner provided in this Section 12):

If to the Authority: Puerto Rico Highways Transportation Authority
Roberto Sánchez Vilella Government Center
De Diego Avenue, Stop 22
Santurce, PR 00940
Attention: General Counsel
Telephone: (787) 721-8787
Fax: (787) 727-5456

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With a copy to:

Government Development Bank of Puerto Rico
Roberto Sánchez Vilella Government Center
De Diego Avenue, Stop 22
Santurce, PR 00940
Attention: General Counsel
Telephone: (787) 722-8460
Fax: (787) 721-1443

If to the PR-22/5
Concessionaire: Autopistas Metropolitanas de Puerto Rico, LLC
City View Plaza 500, Torre 1
Carretera #165, Núm. 48
Guaynabo, PR 00968
Attn: Julián Fernández, CEO
Email: julian.fernandez@metropistas.com
Telephone: (787) 474-5999
Fax: (787) 474-5998

If to the New
Concessionaire: Puerto Rico Tollroads, LLC
PO Box 12004
San Juan, PR 00922
Attention: General Counsel
Telephone: (787) 474-5999
Facsimile: (787) 474-5998
Email: legal@metropistas.com

With a copy to:

Abertis Infraestructuras, S.A.
Paseo de la Castellana 89, 9th Floor,
28046 Madrid, Spain
Attention: Carlos Garcia Cabrera
Telephone: +34 93 230-5588
Email: carlos.garcia@abertis.com

If to the Escrow Agent: Banco Popular de Puerto Rico
Fiduciary Services Division
153 Ponce de Leon Ave., 8th Fl.
San Juan, PR 00918

(i) *Representations and Warranties of the Authority*. Section 13 of the New Escrow Agreement is amended to read as follows:

“(A) In connection with this Agreement, and the transactions contemplated herein, the Authority, as of the date hereof hereby makes the following representations and warranties to (and for the benefit of) the Concessionaires and the Escrow Agent and hereby acknowledges that the Concessionaires and the Escrow Agent are relying upon such representations and warranties in entering into this Agreement:

(a) ...

(b) ...

(c) ...

(d) No Reliance. The transactions contemplated by this Agreement and any other documentation necessary to effectuate this Agreement have been entered into on an arm’s length basis and the Authority has not relied upon any advice, counsel or inducement from the Concessionaires or the Escrow Agent or any of the Concessionaires’ or Escrow Agent’s advisors, consultants, shareholders or affiliates in respect of the same. The Authority has consulted and relied upon the advice of its own advisors in entering into the transactions contemplated by this Agreement and any other documentation necessary to effectuate this Agreement.

(B) In connection with this Agreement, and the transactions contemplated herein, the Authority, as of the date hereof hereby makes the following representations and warranties to (and for the benefit of) the Concessionaires and the Escrow Agent and hereby acknowledges that the Concessionaires and the Escrow Agent are relying upon such representations and warranties in entering into this Agreement:

(a) ...

(b) ...

(c) ...”.

Handwritten signature and initials.

(j) *Procedure to Resolve Disputes Arising in Connection with a Counter Notice.* The first paragraph of Section 20 of the New Escrow Agreement is amended and restated in its entirety to read as follows:

“If any Contracting Party shall dispute the amount of a Transfer by means of a Counter Notice as set forth in Section 6(e), the Contracting Parties shall first attempt to reconcile their differences, and any written resolution by them as to any disputed amounts shall be final, binding and conclusive on the Contracting Parties. During such period, the Authority shall provide the Concessionaires with reasonable access to all books and records regarding the applicable Traffic Report it may have in its possession. The Authority shall only be required to provide information or records regarding a Traffic Report to the extent such information or records are in the Authority’s possession on the date the Counter Notice was issued; provided that, at the Concessionaires’ sole expense, the Authority shall promptly acquire such information or records as is reasonably requested by the Concessionaires that the Authority is entitled to obtain from the ETC Service Provider pursuant to its contract for ETC services with such ETC Service Provider”.

(k) Exhibit A-1 attached to this Amendment is hereby incorporated as Exhibit A-1 to the New Escrow Agreement and sets forth the Authorized Representatives of the New Concessionaire pursuant to Section 2(b) of the New Escrow Agreement.

(l) Exhibit B of the New Escrow Agreement is hereby replaced in its entirety with the new Exhibit B attached to this Amendment.

3. **Ratification.** Except as expressly set forth in this Amendment, the terms and conditions of the New Escrow Agreement shall continue in full force and effect without any change or modification and are hereby ratified and confirmed in all respects by the Parties.

4. **Effectiveness.** This Amendment shall become effective, and shall be binding upon the Parties, upon the execution of the New Toll Roads Concession Agreement.

5. **No Extinctive Novation.** Except as expressly set forth herein, this Amendment shall not affect any of the existing obligations of the parties hereto under the New Escrow Agreement. It is not the intention of the Parties hereto to constitute an extinctive novation of the obligations of the Parties hereto under the New Escrow Agreement.

6. **Governing Law.** This Amendment shall be interpreted and enforced in accordance with the laws of the Commonwealth of Puerto Rico.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, including pdf electronic counterparts. It is not necessary that all Parties sign all or any one of the counterparts, but each Party must sign at least one counterpart for this Amendment to be effective. Electronically transmitted signatures shall be deemed to be “original” signatures for all intents and purposes.

[Signature page follows]

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

**PUERTO RICO HIGHWAYS AND
TRANSPORTATION AUTHORITY**

By: _____
Name:
Title:

**AUTOPISTAS METROPOLITANAS DE
PUERTO RICO, LLC**

By: _____
Name:
Title:

PUERTO RICO TOLLROADS, LLC

By: _____
Name:
Title:

BANCO POPULAR DE PUERTO RICO

By: _____
Name:
Title:

**BANCO POPULAR DE PUERTO RICO,
FIDUCIARY SERVICES DIVISION, as
Escrow Agent**

By: _____
Name:
Title:

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AUTHORIZED REPRESENTATIVES

<u>Contracting Party</u>	<u>Representatives</u>	<u>Specimen Signatures</u>
New Concessionaire	Both of:	

44/12/11

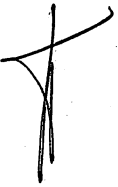


EXHIBIT B

FORM OF NOTICE OF TRANSFER

In accordance with Section 6(c) of the New Escrow Agreement, dated as of December __, 2022, as amended by that certain First Amendment to New Escrow Agreement, dated as of _____, 2023 (the "Agreement"), **PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY**, a body corporate and politic constituting a public corporation and government instrumentality created pursuant to the provisions of Act No. 74 of June 23, 1965, as amended (the "Authority"), **AUTOPISTAS METROPOLITANAS de PUERTO RICO, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the "PR-22/5 Concessionaire"), **PUERTO RICO TOLLROADS, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the "New Concessionaire") and **BANCO POPULAR DE PUERTO RICO, FIDUCIARY SERVICES DIVISION**, a Puerto Rico banking corporation, as escrow agent (the "Escrow Agent"), the Escrow Agent hereby notifies that disbursements from the Escrow Fund (as defined in the Agreement) were made to the parties, on the dates and in the amounts set forth in the table below. Such delivery was made by wire transfer in immediately available funds.

<u>Party</u>	<u>Amount</u>	<u>Date</u>	<u>Account</u>
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In accordance with Section 6(h) of the Agreement, the amount of Fees deducted from the Escrow Fund and the date of such deduction are set forth in the table below.

<u>Type of Fee</u>	<u>Amount</u>	<u>Date</u>
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Escrow Agent Fees

[●], as Escrow Agent

By: _____
Name:
Title: