

APPENDIX F

FRANCHISEE LENDER PROVISIONS

ARTICLE 1

DEFINITIONS. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Section 1.01 Definitions

Capitalized terms used but not otherwise defined in this Appendix have the respective meanings set forth in the Agreement to which this Appendix F is appended. In addition, the following terms have the meanings specified below:

City Notice has the meaning given to it in Section 2.02(a) of this Appendix F.

Collateral Agent means an entity, designated by Lenders and acceptable to the City, acting as agent for the Lenders.

Cure Period means the period commencing on the date that the Collateral Agent receives a City Notice pursuant to Section 2.02(a) of this Appendix F and ending on the earliest of:

- (a) the relevant Cure Period Completion Date;
- (b) any Step-out Date or Substitution Effective Date; or
- (c) the last day of the Term.

Cure Period Completion Date means, subject to Section 8.02 of this Appendix F, the date falling thirty (30) days after the date that the Collateral Agent receives a City Notice.

Discharge Date means the date on which all of the obligations of the Franchisee under the Finance Documents have been irrevocably discharged in full to the satisfaction of the Collateral Agent.

Finance Documents means the Loan Agreement and the agreements, documents and instruments executed by the Franchisee in favor of the Lenders as contemplated thereby.

Finance Documents Event of Default has the meaning given to the term “Event of Default” in the Finance Documents.

Franchise Agreement Event of Default means: (i) “Default” as such term is defined in Section 13.2 of the Agreement and (ii) “Termination Default” as such term is defined in Section 13.3 of the Agreement.

Lender or Lenders means a lender or the lenders under the Loan Agreement.

Loan Agreement means the loan agreement the proceeds of which will be used by the Franchisee to perform its obligations under the Agreement.

Property means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Qualified Substitute Franchisee means a Person who:

- (a) has the legal capacity, power and authority to become a party to, and perform the obligations of the Franchisee under this Agreement, as determined by the City;
- (b) has the resources available to it (including committed financial resources) to perform the obligations of the Franchisee under this Agreement, as determined by the City;
- (c) employs or subcontracts with Persons having the appropriate qualifications, experience and technical competence available to it that are sufficient to enable it to perform the obligations of the Franchisee under this Agreement, as determined by the City;
- (d) has successfully completed an up-to-date City Vendex review process, and
- (e) is not a Prohibited Person.

Shareholders means the persons and entities listed on Appendix D to the Agreement.

Step-in Date has the meaning given to it in Section 4.01(c) of this Appendix F.

Step-in Entity has the meaning given to it in Section 4.01(b) of this Appendix F.

Step-in Entity Accession Agreement means the agreement to be entered into by a Step-in Entity pursuant to Section 4.01(c) of this Appendix F.

Step-in Notice has the meaning given to it in Section 4.01 (a) of this Appendix F.

Step-in Period in relation to a Step-in Entity means the period from and including the Step-in Date until the earliest of:

- (a) the last day of the Cure Period;
- (b) the Substitution Effective Date;
- (c) the Step-out Date; and
- (d) the last day of the Term.

Step-out Date in relation to a Step-in Entity means the date upon which any Step-out Notice is served by such Step-in Entity pursuant to Section 4.03 of this Appendix F.

Step-out Notice has the meaning given to it in Section 4.03(a) of this Appendix F.

Substitute has the meaning given to it in Section 5.01 of this Appendix F.

Substitute Accession Agreement means the agreement to be entered into by a Substitute pursuant to Section 6.01 of this Appendix F.

Substitution Effective Date has the meaning given to it in Section 6.01 of this Appendix F.

Substitution Notice has the meaning given to it in Section 5.01 of this Appendix F.

Section 1.02 Order of Precedence

In the event of any conflict, ambiguity or inconsistency between the provisions of the Agreement and the provisions of this Appendix F, the provisions of this Appendix F shall prevail.

Section 1.03 No Effect on Agreement

Nothing in this Agreement amends or modifies any of the Franchisee's obligations to the City under the Agreement.

ARTICLE 2

CONSENT TO SECURITY AND NOTICES

Section 2.01 Consent to Security

Notwithstanding anything to the contrary in the Agreement:

- (a) the City acknowledges notice and receipt of and consents to:
 - (i) the assignment by the Franchisee to the Collateral Agent of all of the Franchisee's interests in the Agreement pursuant to the Finance Documents; and
 - (ii) the grant by each of the Shareholders to the Collateral Agent of a security interest in their respective equity interests in the Franchisee, in each case pursuant to the Finance Documents;
- (b) none of the security interests referred to in Section 2.01(a) of this Appendix F:
 - (i) constitute (or with the giving of notice or lapse of time, or both, could constitute) either a breach of the Agreement or a default on the part of the Franchisee under the Agreement; or

(ii) require any consent of the City that is either additional or supplemental to those granted pursuant to this Section 2.01 of this Appendix F;

(c) for so long as any amount under the Finance Documents is outstanding, the City shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the Agreement or any interest therein by the Franchisee, other than as specified in this Appendix F.

Section 2.02 Notice Requirements

(a) The City shall give the Collateral Agent written notice (a “City Notice”) within five days after becoming aware of the occurrence of any event or occurrence that, with the passage of time or the giving of notice or both, could constitute a Franchise Agreement Event of Default giving rise to the City’s right to terminate or give notice terminating the Agreement, and shall specify in the City Notice:

(i) the unperformed obligations of the Franchisee under the Agreement of which the City is aware (having made reasonable inquiry) and grounds for termination of the Agreement in sufficient detail to enable the Collateral Agent to assess the scope and amount of any liability of the Franchisee resulting therefrom;

(ii) all amounts due and payable by the Franchisee to the City under the Agreement, if any, on or before the date of the City Notice and which remain unpaid at such date and, by cross-reference to the applicable provision(s) of the Agreement, the nature of the Franchisee’s obligation to pay such amounts; and

(iii) the amount of any payments that the City reasonably foresees will become due from the Franchisee during the applicable Cure Period.

(b) The City shall update any City Notice issued pursuant to Section 2.02(a) of this Appendix F as and when it becomes aware of any event or occurrence that, with the passage of time or the giving of notice or both, could constitute a Franchise Agreement Event of Default giving rise to the City’s right to terminate or give notice terminating this Agreement that were not specified in the relevant City Notice.

ARTICLE 3

RIGHTS AND OBLIGATIONS DURING THE CURE PERIOD

Section 3.01 No Termination during the Cure Period

At any time during a Cure Period, the City shall not, subject to the terms of this Agreement:

(a) terminate or give notice terminating the Agreement for a Franchise Agreement Event of Default or exercise any rights under Section 13.2.3 or Section 13.3.4 of the Agreement;
or

(b) take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Franchisee or for the composition or readjustment of the Franchisee's debts, or any similar insolvency procedure in relation to the Franchisee, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for the Franchisee or for any part of the Franchisee's Property.

Section 3.02 Collateral Agent Rights

(a) At any time during a Franchise Agreement Event of Default or a Finance Documents Event of Default without giving a Step-in Notice, the Collateral Agent may (but shall have no obligation to), at its sole option and discretion, perform or arrange for the performance of any act, duty, or obligation required of the Franchisee under the Agreement, or remedy any breach of the Franchisee thereunder at any time, which performance or remedy by or on behalf of the Collateral Agent shall be accepted by the City in lieu of performance by the Franchisee and in satisfaction of the Franchisee's obligations under the Agreement. To the extent that any breach of the Franchisee under the Agreement is remedied and/or any payment liabilities or obligations of the Franchisee are performed by the Collateral Agent under this Section 3.02(a) of this Appendix F, such action shall discharge the relevant liabilities or obligations of the Franchisee to the City. No such performance by or on behalf of the Collateral Agent under this Section 3.02(a) of this Appendix F shall be construed as an assumption by the Collateral Agent, or any person acting on the Collateral Agent's behalf, of any of the covenants, agreements or other obligations of the Franchisee under the Agreement.

(b) At any time during a Cure Period or a Franchise Agreement Event of Default, the Collateral Agent may:

(i) issue a Step-in Notice in accordance with the requirements of Section 4.01; or

(ii) issue a Substitution Notice in accordance with the requirements of Section 5.01.

ARTICLE 4

STEP-IN ARRANGEMENTS

Section 4.01 Step-in Notice

(a) Provided that all unperformed payment obligations of the Franchisee identified in a City Notice shall have been remedied in full or waived by the City on or before the Step-in Date, the Collateral Agent may provide the City with a written notice ("Step-in Notice") under this Section 4.01 at any time during any Franchise Agreement Event of Default or Finance Documents Event of Default.

(b) The Collateral Agent shall nominate, in any Step-in Notice, any one of the Collateral Agent, a Lender, any their respective Affiliates, or a third party, that is not a Prohibited Person and has been approved by DoITT (each a “Step-in Entity”), stating that the Step-in Entity is to become a joint and several obligor with the Franchisee under the Agreement in accordance with the terms of this Appendix F.

(c) The Step-in Entity named in the Step-in Notice shall be deemed to become a party to the Agreement on and from the date it executes a duly completed Step-in Entity Accession Agreement, substantially in the form attached hereto as Annex 1 (Form of Step-in Entity Accession Agreement), and submits it to the City (the “Step-in Date”).

(d) The Step-in Entity will be required to employ or subcontract with Persons having the appropriate qualifications, experience and technical competence available to it that are sufficient to enable it to perform the obligations of the Franchisee under this Agreement, including 7 years’ experience in the relevant field. DoITT may waive the 7-year requirement if, in its reasonable discretion, the proposed employee or subcontractor has less than 7 years’ experience but is otherwise appropriately qualified.

Section 4.02 Rights and Obligations on Step-in

(a) On and from the Step-in Date and during the Step-in Period, the Step-in Entity shall be:

(i) jointly and severally entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to the Franchisee under the Agreement;

(ii) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Entity under this Appendix F; and

(iii) jointly and severally liable with the Franchisee for the payment of all sums due from the Franchisee under or arising out of the Agreement at the Step-in Date and for the performance of all of the Franchisee’s obligations under or arising out of the Agreement on or after the Step-in Date.

(b) Without prejudice to Article 7 of this Appendix F (Reinstatement of Remedies), during the Step-in Period:

(i) the City undertakes;

(A) not to terminate or give notice terminating the Agreement for Franchisee Default or exercise any of its rights under Section 13.2.3 or Section 13.3.4 of the Agreement, unless the grounds for termination or giving notice of termination or exercise of any of its rights under Section 13.2.3 or Section 13.3.4 of the Agreement arose during the Step-in Period; and:

(B) not to take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Franchisee or for the composition or readjustment of the Franchisee's debts, or any similar insolvency procedure in relation to the Franchisee, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for the Franchisee or for any part of the Franchisee's Property; and

(C) not to suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to Franchisee) under the Agreement, unless the grounds for suspension of performance arose during the Step-in Period.

(ii) the City shall owe its obligations this Agreement to the Franchisee and such Step-in Entity jointly; provided, however, that:

(A) subject to Section 4.02(b)(ii)(B) of this Appendix F, the performance of such obligations by the City in favor of either such Step-in Entity or the Franchisee shall be a good and effective discharge of such obligations under the Agreement; and

(B) the Collateral Agent shall be entitled at any time by notice in writing to the City to direct (such direction being binding on the Collateral Agent, the City and the Franchisee) that, at all times thereafter while such Step-in Entity is deemed to be a party to the Agreement and subject to any further notice from the Collateral Agent, such Step-in Entity shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with the City under the Agreement.

(c) The Franchisee shall not be relieved from any of its obligations under the Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Entity becoming a party to the Agreement pursuant to a Step-in Entity Accession Agreement, except to the extent provided in Section 3.02(a) and Section 6.02(a) of this Appendix F.

Section 4.03 Step Out

(a) A Step-in Entity may, at any time, by giving not less than 30 Days' prior written notice ("Step-out Notice") to the City, terminate its obligations to the City under the Agreement, whereupon the Step-in Entity shall, upon the expiry of such notice, no longer be deemed to be a party to the Agreement and shall be released from all obligations under the Agreement. The obligations of the City to the Step-in Entity in such capacity under the Agreement shall also terminate upon the expiry of such notice.

(b) Nothing in this Section 4.03 of this Appendix F shall have the effect of releasing the Step-in Entity from any liability that relates to the performance or non-performance of the Agreement by the Franchisee or the Step-in Entity during the Step-in Period.

ARTICLE 5

SUBSTITUTION PROPOSALS

Section 5.01 Notice of Proposed Substitute

To the extent that the Collateral Agent or the Lenders at any time propose to require the Franchisee to assign its rights and obligations under the Agreement to a Person (a “Substitute”) designated by the Collateral Agent or the Lenders (whether by mutual agreement or enforcement of rights under the Finance Documents), the effectiveness of such assignment shall be conditional upon:

(a) the Collateral Agent issuing a notice (a “Substitution Notice”) to the City requesting the prior approval of the proposed Substitute;

(b) the City approving the identity of the proposed Substitute pursuant to Sections 5.02 or 5.03 of this Appendix F; and

(c) the proposed Substitute executing a Substitute Accession Agreement in accordance with Section 6.01.

Section 5.02 Grounds for Refusing Approval

The City shall only be entitled to withhold its approval to any proposed Substitute that is the subject of a Substitution Notice if;

(a) the proposed Substitute is not a Qualified Substitute Franchisee; or

(b) subject to Section 6.04, there are outstanding breaches of the Agreement that have been previously notified by the City to the Collateral Agent and have not, to the reasonable satisfaction of the City, been remedied or waived prior to the date of the Substitution Notice; unless the City has approved (such approval not to be unreasonably withheld or delayed) a plan specifying the remedial action that the Substitute will be required to take after the Substitution Effective Date in order to remedy each such breach.

Section 5.03 Deemed Approval

If the City has failed to respond to the Collateral Agent within 60 days of the date on which the Franchisee has provided to the City evidence that the proposed Substitute is a Qualified Substitute Franchisee, the approval of the City shall be deemed to have been given.

ARTICLE 6

SUBSTITUTION

Section 6.01 Substitution Effective Date

If a Substitute has lawfully succeeded to the interest of the Franchisee under the Agreement and the City approves (or is deemed to have approved) the identity of the proposed Substitute pursuant to Article 5, the Substitute shall execute a duly completed Substitute Accession Agreement substantially in the form set out in Annex 2 to this Appendix F and submit it to the City (with a copy of it to the other parties to this Agreement). Such assignment shall become effective on and from the date on which the City countersigns the Substitute Accession Agreement or the date that is 10 days after the date the City receives the completed Substitute Accession Agreement if the City fails to countersign the Substitute Accession Agreement (the “Substitution Effective Date”).

Section 6.02 Effectiveness of Substitution

On and from the Substitution Effective Date;

- (a) such Substitute shall become a party to the Agreement in place of the Franchisee who shall be immediately released from its obligations arising under, and cease to be a party to, the Agreement from that Substitution Effective Date; and
- (b) such Substitute shall exercise and enjoy the rights and perform the obligations of the Franchisee under the Agreement, and
- (c) the City shall owe its obligations (including, without limitation, any undischarged liability in respect of any loss or damage suffered or incurred by the Franchisee prior to the Substitution Effective Date) under the Agreement to such Substitute in place of the Franchisee and any Step-in Entity.

Section 6.03 Facilitation of Transfer

The City shall use its reasonable efforts to facilitate the transfer to the Substitute of the Franchisee’s obligations under the Agreement.

Section 6.04 Settlement of Outstanding Financial Liabilities

- (a) The Substitute shall pay to the City within 30 days after the Substitution Effective Date any amount due from the Franchisee to the City under the Agreement as of the Substitution Effective Date (as notified by the City to the Substitute reasonably in advance of such Substitution Effective Date).

(b) If the Substitute fails to satisfy its obligations pursuant to Section 6.04(a), the City shall be entitled to exercise its rights under the Agreement in respect of the amount so due and unpaid.

Section 6.05 Consequences of Substitution

On and from the Substitution Effective Date:

(a) subject to Section 6.04 of this Appendix F, any right of termination or any other right suspended by virtue of Section 3.01 of this Appendix F shall be of no further effect and the City shall not be entitled to terminate the Agreement by virtue of any act, omission or circumstance that occurred prior to such Substitution Effective Date; and

(b) if any Step-in Entity is a party to or has any obligations under the Agreement and this Agreement on the Substitution Effective Date, such Step-in Entity shall cease to be a party thereto and hereto and shall be discharged from all obligations thereunder and hereunder.

ARTICLE 7

REINSTATEMENT OF REMEDIES

If a City Notice has been given, the grounds for that notice are continuing and have not been remedied or waived by the City and:

(a) no Step-in Entity or Substitute becomes a party to the Agreement before the Cure Period Completion Date relating thereto; or

(b) a Step-in Entity becomes a party to the Agreement, but the Step-in Period relating to such Step-in Entity ends without a Substitute becoming a party to the Agreement,

then, on and from the Cure Period Completion Date or the date such Step-in Period expires, the City shall be entitled to:

(i) act upon any and all grounds for termination available to it in relation to the Agreement in respect of Franchise Agreement Events of Default under this Agreement that have not been remedied or waived by the City;

(ii) pursue any and all claims and exercise any and all remedies against the Franchisee in accordance with the terms of the Agreement; and

(iii) if and to the extent that it is then entitled to do so under the Agreement, take or support any action of the type referred to in Section 3.01(b) of this Appendix F.

ARTICLE 8

IMPACT OF BANKRUPTCY OR INSOLVENCY PROCEEDINGS

Section 8.01 Rejection of this Agreement

(a) If this Agreement is rejected by a trustee or debtor-in-possession in, or terminated as a result of, any bankruptcy or insolvency proceeding involving the Franchisee and, within 150 days after such rejection or termination, the Collateral Agent shall so request and shall certify in writing to the City that the Collateral Agent or the Collateral Agent's permitted designee or assignee, including a Qualified Substitute Franchisee, intends to perform the obligations of the Franchisee as and to the extent required under this Agreement, the City will execute and deliver to the Collateral Agent (or any Substitute satisfying the requirements of this Agreement if directed to do so by the Collateral Agent) a new Agreement to the extent consistent with and authorized by applicable law. The new Agreement shall to the extent consistent with and authorized by applicable law contain conditions, agreements, terms, provisions and limitations which are the same as those of the Agreement, except for any obligations that have been fulfilled by the Franchisee, any party acting on behalf of or stepping-in for the Franchisee or the Collateral Agent prior to such rejection or termination. References in this Appendix F to the "Agreement" shall be deemed also to refer to any such new Agreement.

(b) The effectiveness of any new Agreement referred to in Section 8.01(a) of this Appendix F above will be conditional upon the Collateral Agent first reimbursing the City in respect of its allocable costs incurred in connection with the execution and delivery of such new Agreement.

Section 8.02 Extension of Cure Period Completion Date

To the extent that the Collateral Agent is prohibited by any court order, bankruptcy or insolvency proceedings from:

- (a) remedying the Franchise Agreement Event of Default that is the subject of a City Notice; or
- (b) from commencing or prosecuting foreclosure proceedings,

the Cure Period Completion Date shall be extended by a period of time equal to the shorter of the period of such prohibition or 150 days.

ARTICLE 9

TERMINATION OF THIS APPENDIX F

This Appendix F shall remain in effect until the earliest to occur of:

- (a) the Discharge Date;

(b) the time at which all of the parties' respective obligations and liabilities under the Agreement have expired or have been satisfied in accordance with the terms of the Agreement; and

(c) any assignment to a Substitute has occurred under Article 6 of this Appendix F and the City shall have entered into an equivalent direct agreement on substantially the same terms as this Agreement, save that the Franchisee has been replaced as a party by the Substitute.

ARTICLE 10

GENERAL PROVISIONS

Section 10.01 Successors and Assigns

The Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Finance Documents.

Section 10.02 Notices and Communications

(a) Whenever under the provisions of this Agreement it will be necessary or desirable for the City or the Franchisee to serve any approval, notice, request, demand, report or other communication on the Collateral Agent, the same will be in writing and will not be effective for any purpose unless and until actually received by the addressee or unless served (i) personally, (ii) by independent, reputable, overnight commercial courier, (iii) by facsimile transmission, where the transmitting party includes a cover sheet identifying the name, location and identity of the transmitting party, the phone number of the transmitting device, the date and time of transmission and the number of pages transmitted (including the cover page), where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and where the facsimile transmission is immediately followed by service of the original of the subject item in another manner permitted herein or (iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed to the Collateral Agent in a manner designated by the Franchisee by notice given to the City in accordance with this Agreement.

(b) The Collateral Agent may, from time to time, by notice in writing served upon the City and the Franchisee in accordance with Section 15.3 of the Agreement, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally will be deemed delivered upon receipt, if served by mail or independent courier will be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier, and if served by facsimile

transmission will be deemed delivered on the date of receipt as shown on the received facsimile (provided, that the original is thereafter delivered as aforesaid).

Section 10.03 Collateral Agent

(a) Notwithstanding anything to the contrary in this Agreement, but subject to Article 4 (solely to the extent the Collateral Agent or any of its Affiliates is the Step-in Entity), Section 10.01 and Section 10.03(b) of this Appendix F, the Collateral Agent shall not have any liability to the City under this Agreement, unless the Collateral Agent expressly assumes such liability in writing.

(b) The City acknowledges and agrees that the Collateral Agent shall not be obligated or required to perform any of Franchisee's obligations under the Agreement, except during any Step-in Period (but only to the extent the Collateral Agent or any of its Affiliates is the Step-in Entity).

ANNEX 1

FORM OF STEP-IN ENTITY ACCESSION AGREEMENT

[Date]

To: [City/Do ITT]

From: [Step-in Entity]

CITYBRIDGE, LLC

STEP-IN ENTITY ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Franchise Agreement, dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), between the City of New York (the “City”) through its Department of Information Technology and Telecommunications (“DoITT”) and CityBridge, LLC (the “Franchisee”) of which [], as Collateral Agent, is a third party beneficiary of the provisions of Appendix F of the Agreement.

Terms not otherwise defined herein shall have the same meaning given to them in Appendix F of the Agreement.

1. We hereby confirm that we are a Step-in Entity pursuant to Article 4 of Appendix F of the Agreement.
2. We acknowledge and agree that, upon and by reason of our execution of this Step-in Entity Accession Agreement, we will become a party to the Agreement jointly and severally with the Franchisee as a Step-in Entity and, accordingly, shall have the rights and powers and assume the obligations of the Franchisee under the Agreement in accordance with the terms of Appendix F of the Agreement.
3. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[*contact details of Step-in Entity*]
4. This Step-in Entity Accession Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to any jurisdiction’s conflict of laws rules, laws or doctrines. Any claims arising out of this Step-in Entity Accession Agreement shall be submitted to the courts located in New York, New York which shall have exclusive jurisdiction regarding disputes under this Step-in Entity

Accession Agreement, In any action on or related to the terms of this Step-in Entity Accession Agreement, the parties (for themselves and their successors and assignees) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

The terms set forth herein are hereby agreed to:

[Step-in Entity]

By _____
Name:
Title:

ANNEX 2

FORM OF SUBSTITUTE ACCESSION AGREEMENT

[Date]

To: [City/DoITT]

From: [Substitute]

CITYBRIDGE, LLC

SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Agreement, dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), between the City of New York (the "City") through its Department of Information Technology and Telecommunications ("DoITT") and CityBridge, LLC (the "Franchisee") of which [], as Collateral Agent, is a third party beneficiary of the provisions of Appendix F of the Agreement.

Terms defined not otherwise defined herein shall have the same meaning given to them in the Direct Agreement.

1. We hereby confirm that we are a Substitute pursuant to Article 6 of Appendix F of the Agreement.
2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Agreement as a Substitute and, accordingly, shall have the rights and powers and assume the obligations of the Franchisee under the Agreement in accordance with the terms of Appendix F of the Agreement.
3. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[*contact details of Substitute*]

4. This Substitute Accession Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to any jurisdiction's conflict of laws rules, laws or doctrines. Any claims arising out of this Substitute Accession Agreement shall be submitted to the courts located in New York, New York which shall have exclusive jurisdiction regarding disputes under this Substitute Accession

Agreement. In any action on or related to the terms of this Substitute Accession Agreement, the parties (for themselves and their successors and assignees) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

The terms set forth herein are hereby agreed to:

[*Substitute*]

By: _____

Name:

Title:

Agreed for and on behalf of:

City of New York

By: _____

Name:

Title:

[Provided under separate cover]