

## TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Termination Agreement"), dated as of August 3, 2012, is entered into by and between the Rhode Island Turnpike and Bridge Authority, a body corporate and politic organized and existing under the laws of the State of Rhode Island ("RITBA"), and Vion Municipal Capital LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns ("Vion," and together with RITBA, the "Parties," and each a "Party"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreements (as defined below).

### RECITALS

WHEREAS, the Parties previously entered into the (a) Master Asset Management and Assignment Agreement dated as of February 15, 2012 (the "Management and Assignment Agreement"); and (b) License-Lease Agreement dated as of February 15, 2012 (the "License-Lease Agreement," and together with the Management and Assignment Agreement, the "Agreements").

WHEREAS, the Parties desire to terminate the Agreements according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination. Subject to the conditions set forth herein and in consideration of RITBA (a) paying to Vion an amount equal to Five Million Two Hundred Thousand Dollars (\$5,200,000) (the "Termination Payment") in immediately available funds to an account designated in writing by Vion by 4:00 p.m. (Rhode Island Time) on the date hereof; and (b) providing to Vion monthly collection and violator data (to be delivered to Vion within ten (10) business days of the end of the applicable month) with respect to the Project for the next five (5) years from the date hereof, or August, 3, 2017 (collectively, the "Data"), the Parties agree that the Agreements are hereby terminated as of the date hereof pursuant to the terms and conditions of this Termination Agreement and shall be of no further force or effect (except as set forth in Section 2 hereof), and neither party shall have any further rights or obligations pursuant to the Agreements (except as set forth in Section 2 hereof).

2. Survival. Notwithstanding anything to the contrary herein, (a) Sections 7 (Retention and Examination of Records), 8.d. (Term and Termination), 9 (Indemnification), 14 (Notices) and 22 (Confidentiality) of the Management and Assignment Agreement shall survive the termination of the Management and Assignment Agreement; and (b) Article 6 (Indemnification), Article 14 (Notice), Article 15(a) (Waiver of Jury Trial), and Article 15(d) (Rhode Island Courts as Exclusive Forum) of the License-Lease Agreement shall survive the termination of the License-Lease Agreement.

3. Confidentiality of the Data. To the extent permitted by Applicable Law, Vion shall use the Data only for internal purposes and shall, and cause its Affiliates to, keep the Data

confidential and shall not disclose the Data to any third-party, without the prior written consent of RITBA. Notwithstanding the foregoing, and only to the extent required by Applicable Law, Vion may disclose the Data so long as Vion gives RITBA reasonable prior notice of such required disclosure.

4. Mutual Release. Upon Vion's receipt of the Termination Payment, each Party and its respective Affiliates and any person or entity claiming through them (the "Releasing Parties") hereby absolutely, fully and irrevocably releases, waives, relinquishes and discharges each of: (a) the other Party, (b) the respective individual directors, officers, partners, members, trustees and employees of such other Party, and (c) the successors, assigns, Affiliates and attorneys of each Party (the "Released Parties") from any and all actions, causes of action, suits, damages (whether general, special or punitive), debts, liabilities, demands, rights, obligations, costs, expenses, losses, attorneys' fees (whether or not litigation is commenced), liens and indemnities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and whether based on contract, tort, statute or other legal or equitable theory of recovery which the Releasing Parties may have had, presently have or in the future may have against the Released Parties which arise, have arisen or may hereinafter arise, whether presently known or unknown, insofar, but only insofar, as such claims relate to the Agreements; provided that the release provisions of this Section 4 shall not apply to the surviving indemnification obligations identified in Section 2 hereof.

5. Indemnification. Notwithstanding anything in this Termination Agreement to the contrary, on and after the date hereof, Vion and its successors and assigns (the "Vion Parties") shall defend at their sole cost and expense and shall hold RITBA, its employees, directors, officers, agents, attorneys, successors, assigns and independent contractors (the "RITBA Members") harmless from and against any and all damages, liabilities, penalties and/or settlements resulting from any suit, counterclaim or claim asserted by any third party related to a breach of any representation or warranty made by Vion in this Termination Agreement or a failure by any Vion Parties and their respective officers, directors, attorneys, employees, agents and independent contractors (the "Vion Members") to perform a duty and/or obligation required by this Termination Agreement; provided, however, the Vion Parties shall not be liable hereunder to the extent that such suit, counterclaim or claim results from the gross negligence or willful misconduct of any RITBA Member. Notwithstanding anything in this Termination Agreement to the contrary, on and after the date hereof, RITBA and its successors and assigns (the "RITBA Parties") shall defend at their sole cost and expense and shall hold the Vion Members harmless from and against any and all damages, liabilities, penalties and/or settlements resulting from any suit, counterclaim or claim asserted by any third party related to a breach of any representation or warranty made by RITBA in this Termination Agreement or a failure by any RITBA Member to perform a duty and/or obligation required by this Termination Agreement; provided, however, the RITBA Parties shall not be liable hereunder to the extent that such suit, counterclaim or claim results from the gross negligence or willful misconduct of any Vion Member.

6. Authorization. The Parties have the adequate power and capacity to enter into, and perform under, this Termination Agreement. This Termination Agreement has been duly authorized, executed and delivered by the Parties and constitute valid, legal and binding

agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

7. Entire Agreement; Amendment and Modification. This Termination Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, representations and agreements, whether written or oral, between the Parties with respect to such subject matter. Any amendment or modification of the terms of this Termination Agreement shall not be effective unless in writing and signed by the Parties.

8. Governing Law. This Termination Agreement and any dispute arising hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Rhode Island without giving effect to any conflicts of law principles of such state that might apply the laws of another jurisdiction to this Termination Agreement.

9. Severability. Whenever possible, each provision of this Termination Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Termination Agreement or the application of any such provision to any person, entity or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Termination Agreement. The Parties agree that a court of competent jurisdiction making a determination of the invalidity or unenforceability of any term or provision of this Termination Agreement shall have the power to reduce the scope, duration or area of any such term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Termination Agreement shall be enforceable as so modified.


10. Headings. The headings and captions used in this Termination Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Termination Agreement.

11. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any this Termination Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE  
FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed on the date first written above.

**Rhode Island Turnpike and Bridge Authority**

By:   
Name: David A. Darlington  
Title: Chairman

**Vion Municipal Capital LLC**


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed on the date first written above.

**Rhode Island Turnpike and Bridge Authority**

By: \_\_\_\_\_  
Name:  
Title:

**Vion Municipal Capital LLC**

By:   
Name: \_\_\_\_\_  
Title: **Stacey J. Schacter**  
**Manager**

4841-4821-7872.3