

THIRD AMENDMENT to PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
PURPLE LINE PROJECT

This Third Amendment to Public-Private Partnership Agreement (this “**Third Amendment**”) is entered into and effective as of May 4, 2021 (the “**Third Amendment Effective Date**”) by THE STATE OF MARYLAND (the “**State**”) acting by and through the Maryland Department of Transportation (“**MDOT**”) and the Maryland Transit Administration (together with MDOT, “**Owner**”), and PURPLE LINE TRANSIT PARTNERS LLC, a Delaware limited liability company (“**Concessionaire**” and, together with Owner, the “**Parties**”), and acknowledged and agreed to for purposes of Section 3 by U.S. Bank National Association, a national banking association, solely in its capacity as Trustee (the “**Trustee**”) appointed pursuant to the Indenture (as defined below), with reference to the following facts:

A. Owner and Concessionaire entered into that certain Public-Private Partnership Agreement, dated as of April 7, 2016 (as amended by the First Amendment, dated as of June 14, 2016, and the Second Amendment, dated as of December 17, 2020, the “**Agreement**”), to finance, develop, design, construct, equip, supply light rail vehicles for, operate and maintain the Purple Line Light Rail Project (the “**Project**”) as a public-private partnership under §§ 10A-101 through 10A-402 and § 11-203(h) of the State Finance and Procurement Article of the Annotated Code of Maryland.

B. The Parties entered into a Settlement Agreement and Mutual Release, dated as of December 17, 2020, in order to resolve certain Claims arising under (and as defined in) the Agreement.

C. The Parties wish to amend the Agreement in connection with that certain First Amendment to Settlement Agreement and Mutual Release, dated as of May 4, 2021 (the “**Settlement Agreement Amendment**”), between the Parties, and the Trustee (acting at the direction of the Majority Holders) is willing to consent to such amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not defined, in this Third Amendment shall have the meanings ascribed in the Agreement or the Settlement Agreement Amendment, as applicable.
2. Amendment to Agreement. The Parties agree that Section 7.16.3.1 of the Agreement is hereby amended to replace the reference therein to “six months” with “eight months.”
3. Consent of Trustee. In accordance with paragraph 38 of the Settlement Agreement and Section 1.6(c) of the Forbearance Agreement, the Trustee (acting at the instruction of the Majority Holders), hereby consents to the amendment set forth in Section 2 above.
4. Effective Date. This Third Amendment will be immediately effective as of the Third Amendment Effective Date after, and only after, each of the following has occurred: (i) execution and delivery of this Third Amendment by the Parties; and (ii) receipt of the consent of the Trustee (acting at the direction of the Majority Holders) in accordance with Section 3.

5. Effect of Amendment. The Contract Documents, except as amended by this Third Amendment, remain in full force and effect in accordance with each of their respective terms.

6. Records. This Third Amendment shall be appended to each of the Parties' original, execution version of the Contract Documents and filed in the books and records of each Party.

7. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Third Amendment. Electronic transmission in portable document format of any signed original document or retransmission of any signed electronic transmission in portable document format shall be deemed to have the same legal effect as delivery of any original.

[remainder of page intentionally left blank – signatures appear on the following page]

WITNESS:

[Handwritten Signature]

SHAFI SYED

PURPLE LINE TRANSIT PARTNERS LLC

[Handwritten Signature]

(Signature)

Doran J. Busso

(Printed Name)


Chief Executive Officer

(Title)

WITNESS:

Loretta H. Shields

MARYLAND TRANSIT ADMINISTRATION


(Signature) Digitally signed by Kevin B. Quinn, Jr. DN: cn=Kevin B. Quinn, Jr., o=MTA, ou=MTA, email=KQuinn@mta.gov

Kevin B. Quinn, Jr.
(Printed Name)

Administrator
(Title)


MARYLAND DEPARTMENT OF
TRANSPORTATION


(Signature)

Gregory Slater
(Printed Name)

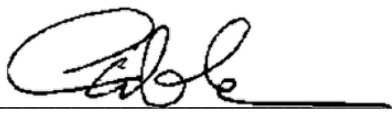
Secretary
(Title)

Approved as to Form and Legal Sufficiency:


Assistant Attorney General

Acknowledged and agreed to for purposes of Section 3:

U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Trustee

By: 
Name: Christopher H. Gehman
Title: Vice President